



ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
JUNE 15, 2026
4:00 PM

AGENDA

CALL TO ORDER:

PUBLIC FORUM:

ACTION ON MINUTES:

1. Minutes from May 18, 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. 2026 Water Master Plan Engineer - A. Short
2. Bid Results from the 2027 Sewer Rehabilitation and Maintenance - A. Short
3. Industrial Area Water Service Extension West Project - T. Tripodi
4. Resolution 26-15 Approving the Pool of Merit Pay Increase Funds - B. Dobler
5. Resolution 26-16 Amended Pay Range Tables - J. Hoffman
6. Selection of Janitorial Service - J. Hoffman
7. Resolution 26-17 Appointing Organizational Representative for Litigation: Pinnacle Sewer Improvements - R. Frazier

ADJOURN:

Rogers Waterworks and Sewer Commission
May 18, 2026
Minutes

The Rogers Waterworks and Sewer Commission held its monthly meeting at 4:00 PM, May 18, 2026, at the Rogers Water Utilities Administration Building located at 601 S 2nd Street.

Present were Commissioners Paige Sultemeier, Derek Morgan, Kathy McClure, Chairperson Jene' Huffman-Gilreath and Jerry Carmichael. Rogers Water Utilities staff present were Aaron Short, Jered Sigmon, Brian Sartain, Jennifer Hoffman, Todd Beaver, Travis Tripodi, Mario Morales, Johnny Lunsford and Brent Dobler. Robert Frazier with the Frazier Law Firm was in attendance.

Chair Huffman-Gilreath called the meeting to order at 4:00 PM. She then opened the Public Forum. With no participants, she proceeded to close the Public Forum.

Chair Huffman-Gilreath then called for action on the minutes from the April 20, 2026, Water and Sewer Commission meeting. Commissioner McClure made a motion to approve the minutes from April 20, 2026. Commissioner Sultemeier seconded. All in favor, minutes were approved.

Chair Huffman-Gilreath then recognized Jered Sigmon to present the financial reports. Billed revenue in the Water department for April 2026 was up 32.3% from April of 2025 at \$1,855,279. This included 105,956,800 gallons sold to the City of Bentonville for \$192,000. The fiscal year total net income in the Water department was \$6,115,445 at 62% of Budget. Water consumption was up 57% at 360,196,878 gallons. Residential/Commercial/Industrial consumption was up 12.4% year over year. The percentage of Fiscal Year Passed is 83%. Water revenues are 75% of budget and expenses are 83% of budget. Capital spending is 47% at \$5,031,361.

The Sewer department billed revenue for the month of April 2026 is up 25.2% from April 2025 at \$2,107,830. Fiscal year total net income in the Sewer department was \$9,070,157 at 97% of Budget. Sewer consumption was up 8.1% from April of 2025 at 202,699,300 gallons. Residential/Commercial/Industrial consumption was up 23% year over year. The percentage of Fiscal Year Passed is 83%. Sewer revenues are at 87% of budget and expenses are at 81% of budget. Capital spending is 44% at \$20,886,596.

Unrestricted cash reserves for April 2026 in Water are \$27,907,934 and in Sewer are \$29,137,443. Restricted funds in Water are \$3,277,080 and in Sewer are \$1,841,260. Total restricted and unrestricted cash reserves are \$62,163,717. Impact and access fees collected in April 2026 totaled \$382,000. YTD impact and access fee actuals are 53% of FY25 total and 35% of the FY26 budget. The twelve-month rolling average for unaccounted-for water stands at 9.0%.

Chair Huffman-Gilreath then recognized Brian Sartain to present the Engineering Reports. Brian began by updating construction progress on the Chateau sewer main project. He then gave an update on the RPCF solids handling facility and ended with an update on the RPCF capacity improvements EQ basin design concept. He ended with project development plan review trends and an ongoing project status report.

Chair Huffman-Gilreath then recognized Todd Beaver to present the Rogers Pollution Control Facility reports. Work continues on both the new dryer and SCADA projects. Todd was asked to attend and present at a residuals conference in Kansas City. His presentation specifically covered how RWU had chosen and implemented the Huber dryer equipment. The plant treated 344.3 MG in April including approximately 74.3 MG of I&I. The average daily flow for the month was 11.5 MGD. These flows included 6.85" of rain over 12 events. The historical average rainfall for April is 4.98".

Chair Huffman-Gilreath then recognized Travis Tripodi to present a design services contract with WER Architects for design of the Rogers Water Utilities Field Operations Facility. Travis showed an overlay map explaining that this project will be part of a city campus including fire department training, parks and recreation, RWU field operations, and the new animal control facility. Staff recommend approval of the design services agreement with WER architects, with the total (hourly services or lump sum) amount not to exceed (\$1,019,050). Staff further requests authorization to negotiate the final form and content of the agreement. Commissioner McClure made a motion to approve, seconded by Commissioner Sultemeier. All in favor, motion carried.

Chair Huffman-Gilreath then recognized Travis Tripodi to present an engineering proposal for the Industrial Area Service Expansion East project. He explained that this request is for professional services associated with the design of approximately 8,500 linear feet of 12" water main for Rogers Water Utilities. This project would potentially supply a larger volume of water to the west side of the Rogers Executive Airport. Ultimately, the airport would need to install a line from east to west and underneath their runways and taxiways to build out a "grid" that would lead to higher volumes at the airport. Staff recommend approval of the design services agreement with CEI, with the total hourly services amount not to exceed \$327,015. Staff further request authorization to negotiate the final form and content of the agreement. Commissioner Carmichael made a motion to approve, seconded by Commissioner McClure. All in favor, motion carried.

Chair Huffman-Gilreath then recognized Travis Tripodi to present an easement acquisition for the Veteran's Park/Beacon Circle Sewer project. Travis opened the GIS map to show the Commission exactly where and why this easement was required for the new sewer project alignment. This project will streamline some complex sewer piping into a more manageable system that will also be easier to maintain and reduce inflows by moving out of drainage ways. The easement acquisition firm will be Contract Land Staff. Staff recommend approval of the easement acquisition service proposal from Contract Land Staff in the amount of \$44,144. Commissioner McClure made a motion to approve, seconded by Commissioner Carmichael. All in favor, motion carried

Chair Huffman-Gilreath then recognized Travis Tripodi to present bid results for a road bore underneath 8th Street just south of Hudson. This project will be done in-house and will result in closing a loop that will also aid in moving water both to and from our Rogers Executive Airport service area and points northeast. RWU crews cannot bore, so this request is for the boring contract only. Two bids were received, the lowest bid coming from Simon Ground Works for \$55,800. Staff recommend acceptance of the bid from Simon Ground Works for the boring services in the amount of \$55,800. Commissioner Carmichael made a motion to approve, seconded by Commissioner McClure. All in favor, motion carried.

Chair Huffman-Gilreath then recognized Brian Sartain to present the selection of the Construction Manager at Risk for the Rogers Pollution Control Facility Capacity Improvements

project. Brian began by informing the Commission that RWU had a selection committee composed of RWU administration, engineering, and RPCF staff to evaluate qualifications from three respondents: Crossland Heavy, Flintco, and Garney. The project is to be designed and constructed in two phases using the CM/GC delivery method. Phase 1 preconstruction services encompass constructability reviews, value engineering, estimating, and scheduling activities. Phase I is complete when there is agreement on the project schedule and when all have agreed to a guaranteed maximum price (GMP). Phase II consists of the construction services, in which the CM/GC assumes the general contractor role, encompasses further design review, secures the procurement of subcontractors and vendors or self-perform elements of the construction (where permitted and at the Owner's discretion), and to ultimately construct and successfully commission all new facilities. All three companies were interviewed by the selection committee and the highest scored firm was Crossland Heavy Contractors. 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. Commissioner Sultemeier made a motion to approve, seconded by Commissioner McClure. All in favor, motion carried.

Chair Huffman-Gilreath then recognized Jered Sigmon to present RESOLUTION 26-13 DESIGNATING AUTHORIZED SIGNATORIES FOR DEPOSITORIES FOR THE ROGERS WATERWORKS AND SEWER COMMISSION AND THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES. Jered explained that this was simply an update to the signatories list to reflect the new Water and Sewer Commission Chair, Jene' Huffman-Gilreath.

Commissioner Carmichael made a motion to approve RESOLUTION 26-13 DESIGNATING AUTHORIZED SIGNATORIES FOR DEPOSITORIES FOR THE ROGERS WATERWORKS AND SEWER COMMISSION AND THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES, seconded by Commissioner Morgan. All in favor, Resolution 26-13 is adopted.

Chair Huffman-Gilreath then recognized Jered Sigmon to present the proposed FY27 Budget. Jered noted that the proposed budget reflects the adopted rate increases effective 7/1/26. He also explained that RWU has made a more conservative revenue estimate for access & impact fees since RWU was not able to collect the budgeted amount in the current year. The proposed budget will be an infrastructure heavy capital budget due to the commencement of design and construction on the RPCF Capacity Improvements, a project estimated to cost approximately \$120 million. This project will require RWU to issue additional long-term sewer debt, which has been planned for and is included in the adopted rate structure. Cash reserves will remain above all required minimums. He then went over revenue, expense, income and reserve budgets for both the water and sewer departments as well as the capital projects for both departments. Commissioner McClure made a motion to approve the proposed FY27 Budget, seconded by Commissioner Sultemeier. All in favor, motion carried and proposed FY27 Budget approved.

Chair Huffman-Gilreath then recognized Robert Frazier to present RESOLUTION 26-14 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. Mr. Frazier explained that on October 20, 2025, the Commission passed its Resolution 25-31 authorizing RWU to purchase easements and rights of way for the Western Corridor Transmission Line Project and it has become necessary in some cases to acquire easements and rights of way or other property interests for this project through eminent domain proceedings. This Resolution appoints Brent Dobler, the Superintendent of the Rogers Water Utilities and Acting Secretary of the Commission, as an organizational representative on any eminent domain proceedings pertaining to the Western Corridor Transmission Project.

Commissioner Carmichael made a motion to approve RESOLUTION 26-14 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, seconded by Commissioner McClure. All in favor, Resolution 26-14 is adopted.

With no further business, Chair Huffman-Gilreath adjourned the meeting at 5:31PM.

Respectfully submitted,

Brent Dobler, Acting Secretary
File: rwwscmin051826

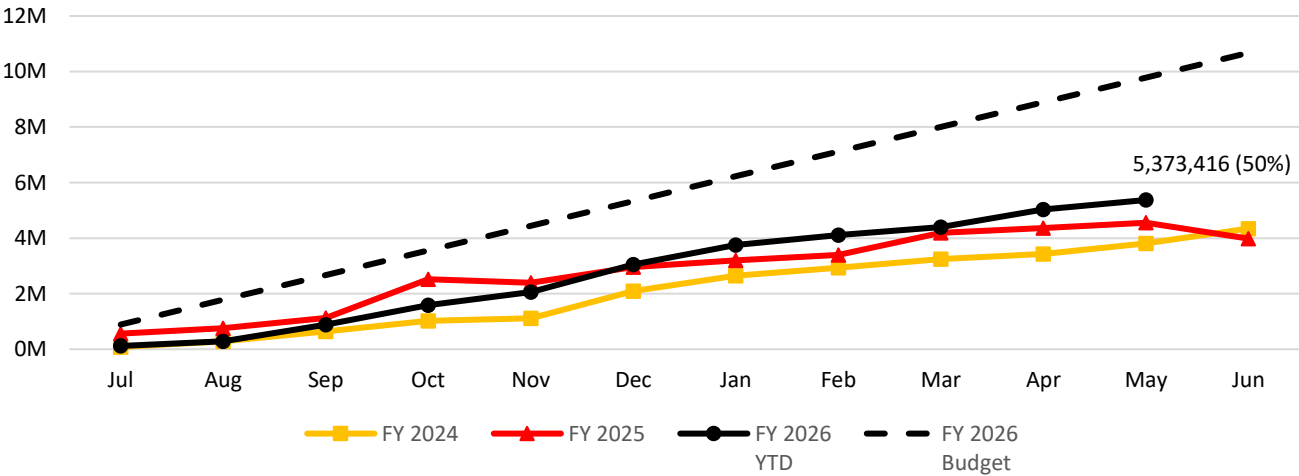
June 15, 2026

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

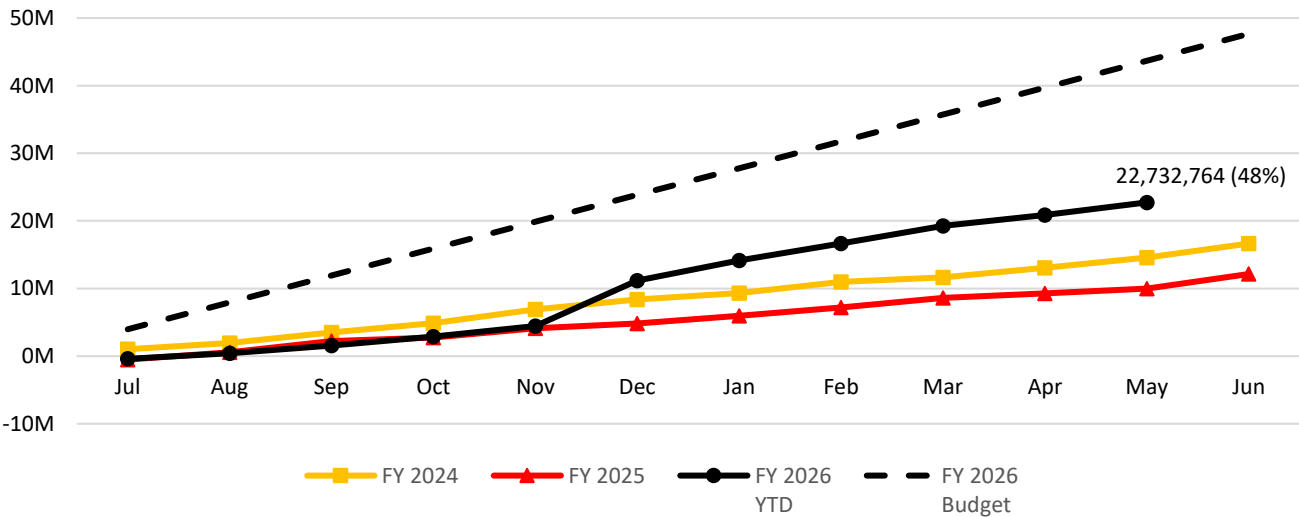
Actuals vs Budget

	% FY Passed	Revenues	Expenses	Capital	Capital Outlay
Water	92%	82%	91%	50%	\$5,373,416
Sewer	92%	95%	90%	48%	\$22,732,764

Water Capital Outlay (% of Budget)



Sewer Capital Outlay (% of Budget)



Billed Revenue and Consumption

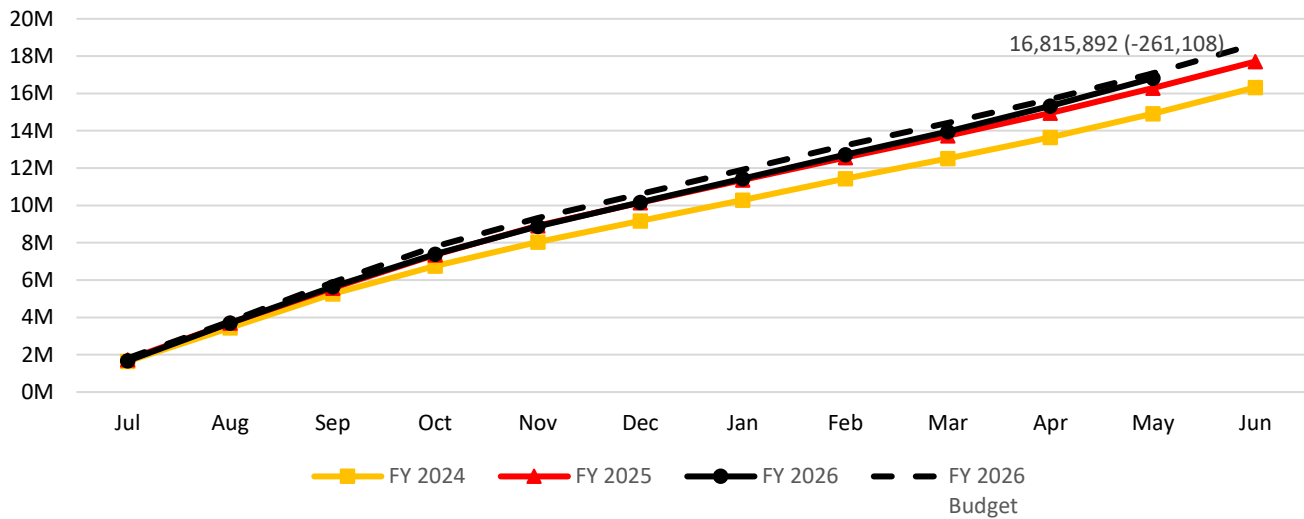
May 2026	Billed Revenue Current Month	Billed Revenue YOY % Change	Res/Comm/Ind YOY % Change
Water	\$1,641,423	4.0%	11.7%
Sewer	\$1,925,230	9.9%	22.3%

Consumption Current Month	Consumption YOY % Change
281,271,320	9.1%
203,655,200	7.1%

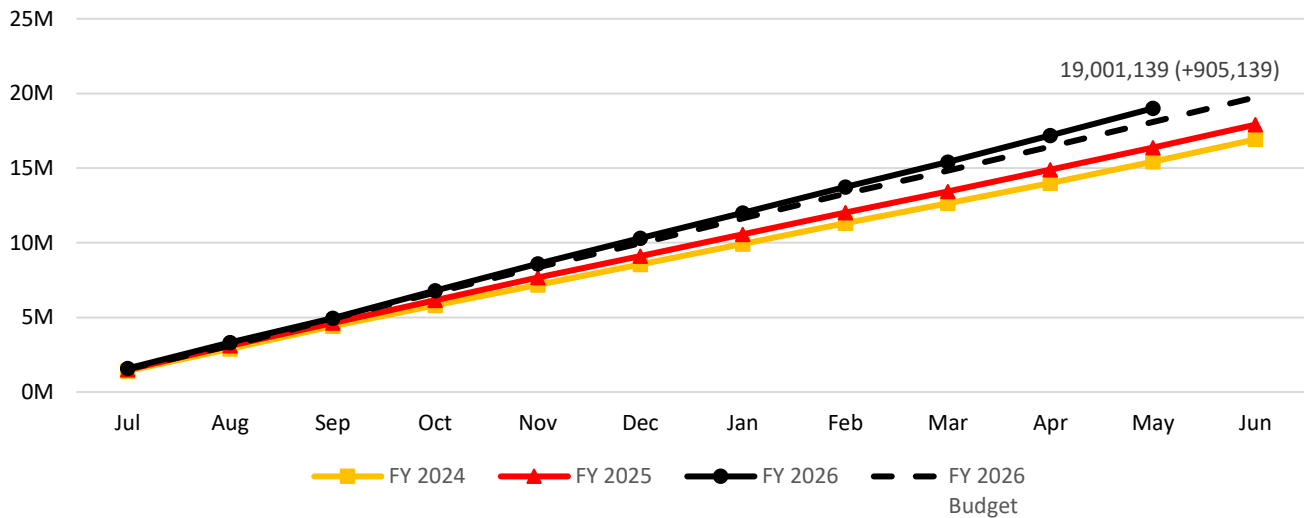
Billed Consumption (Res/Comm/Ind)

- Water gap from YTD budget closed \$100K (Apr to May).
- Sewer over YTD budget increased \$140K (Apr to May).

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

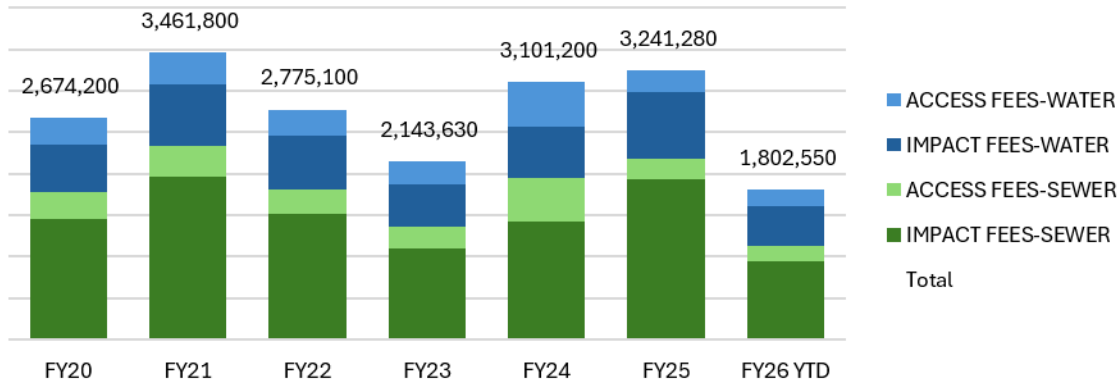


Sewer Billed Consumption (+/- Var. from Budget)



Access & Impact Fee Revenue

\$73,600 recorded this month. YTD actuals are 56% of the FY25 total and 36% of the FY26 budget.

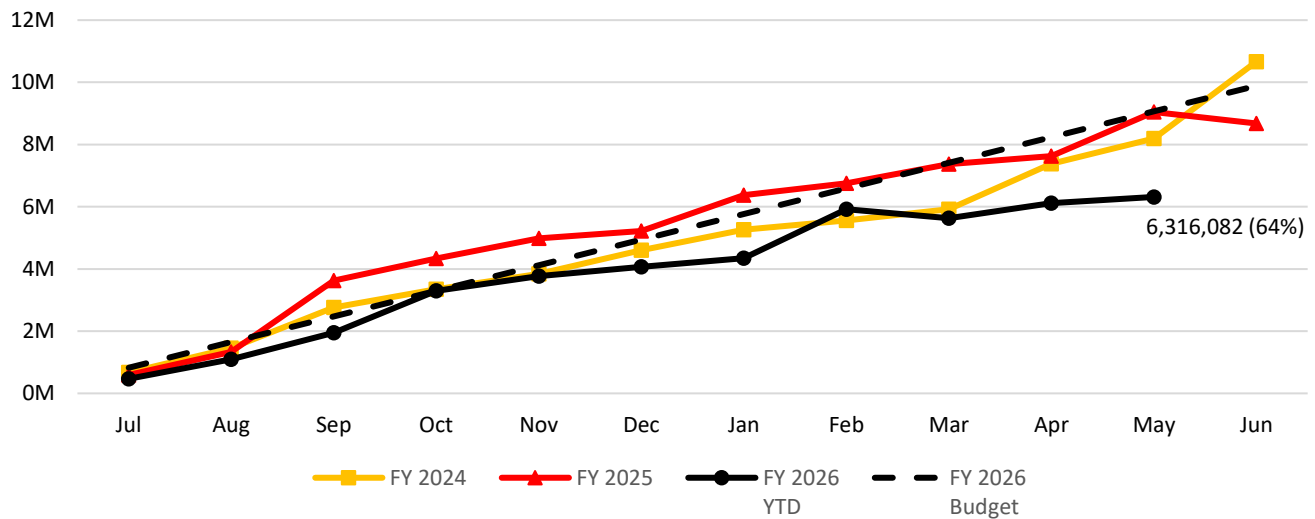


YTD Income (Loss)

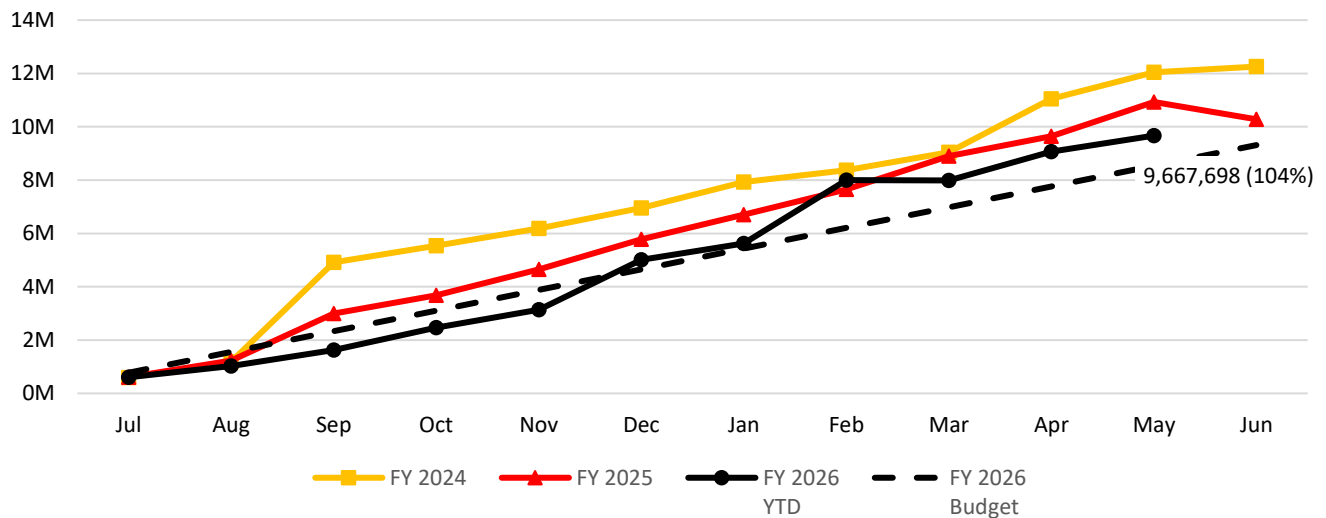
Water increased by \$203K.

Sewer increased by \$598K.

Water Net Income (% of Budget)



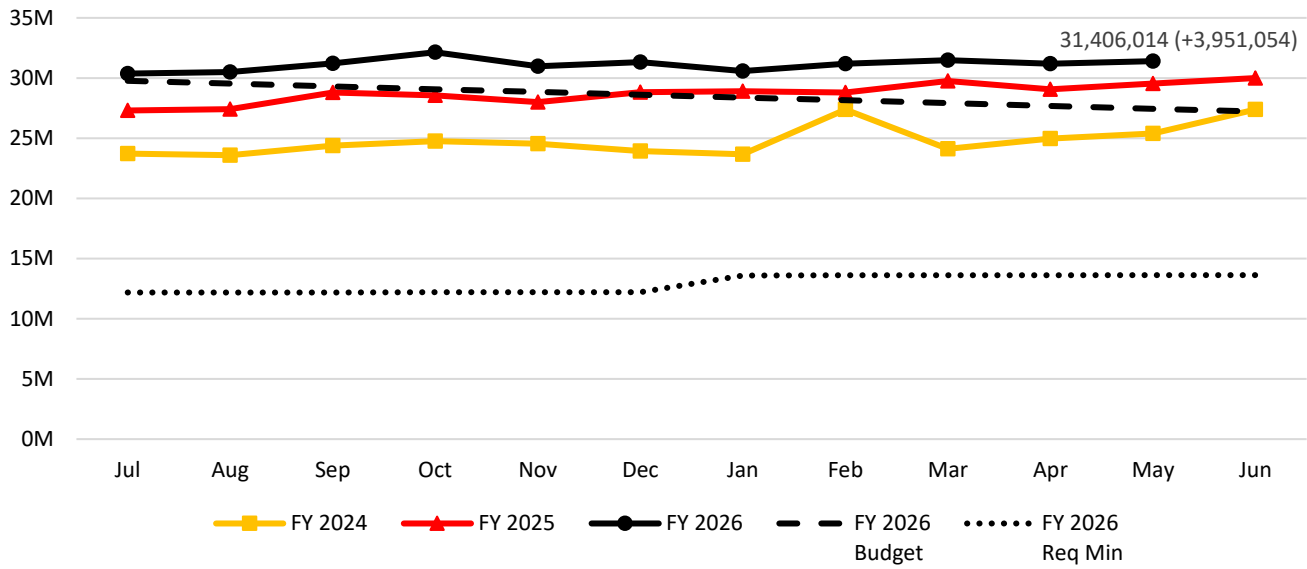
Sewer Net Income (% of Budget)



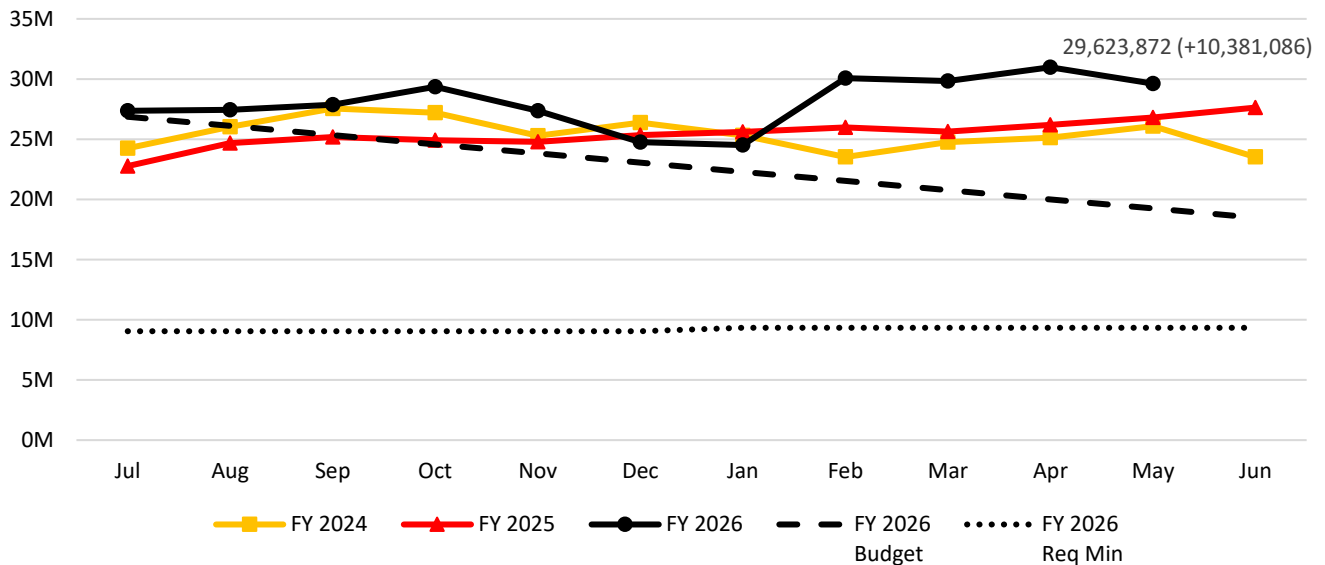
Cash Reserves

	Unrestricted	Restricted	Total
Water	27,905,019	3,500,995	31,406,014
Sewer	27,539,768	2,084,104	29,623,872
Total	55,444,787	5,585,100	61,029,886

Water Reserves (+/- Var. from Budget)



Sewer Reserves (+/- Var. from Budget)





Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 05/31/2026

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	1,739,432.03	22,393,512.59	(5,070,987.41)	81.54%
Expense	17,546,212.00	17,575,612.00	1,535,995.56	16,077,431.08	1,498,180.92	91.48%
Fund: 1 - WATER Surplus (Deficit):	5,741,288.00	9,888,888.00	203,436.47	6,316,081.51	(3,572,806.49)	63.87%
Fund: 2 - SEWER						
Revenue	23,739,700.00	26,263,700.00	2,024,051.52	24,903,885.32	(1,359,814.68)	94.82%
Expense	16,916,720.00	16,949,820.00	1,425,723.58	15,236,187.04	1,713,632.96	89.89%
Fund: 2 - SEWER Surplus (Deficit):	6,822,980.00	9,313,880.00	598,327.94	9,667,698.28	353,818.28	103.80%
Report Surplus (Deficit):	12,564,268.00	19,202,768.00	801,764.41	15,983,779.79	(3,218,988.21)	83.24%



Rogers Water Utilities, AR

Prior-Year Comparative Income Statement

Account Summary

For the Period Ending 05/31/2026

		2025-2026 May Activity	2024-2025 May Activity	May 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	864,886.92	787,077.94	77,808.98	9.89%	9,876,079.49	9,715,706.51	160,372.98	1.65%
1-4450.00	COMMERCIAL WATER	440,990.73	404,132.73	36,858.00	9.12%	5,038,777.89	4,885,627.74	153,150.15	3.13%
1-4460.00	INDUSTRIAL WATER	187,691.14	146,989.31	40,701.83	27.69%	1,901,035.09	1,693,998.47	207,036.62	12.22%
1-4470.00	HYDRANTS	1,215.00	1,210.00	5.00	0.41%	12,974.59	13,043.32	-68.73	-0.53%
1-4470.01	FIRE LINES	13,840.00	11,700.00	2,140.00	18.29%	136,220.00	127,435.33	8,784.67	6.89%
1-4470.02	LABOR SALES	1,260.00	8,256.70	-6,996.70	-84.74%	45,761.57	55,750.63	-9,989.06	-17.92%
1-4470.03	AR DEPT OF HEALTH FEE	12,440.40	12,306.63	133.77	1.09%	136,387.42	133,601.28	2,786.14	2.09%
1-4470.04	LARGE TAP FEES	1,500.00	275.00	1,225.00	445.45%	14,975.00	12,450.00	2,525.00	20.28%
1-4470.05	MACHINE TIME SALES	3,391.39	3,488.09	-96.70	-2.77%	37,834.12	23,529.04	14,305.08	60.80%
1-4470.06	HYDRANT METER RENTALS	4,536.00	5,180.00	-644.00	-12.43%	43,715.00	52,444.00	-8,729.00	-16.64%
1-4470.07	MISC. WATER SALES	3,832.99	6,268.50	-2,435.51	-38.85%	47,056.94	55,596.34	-8,539.40	-15.36%
1-4471.00	SERVICE CHG. INCOME	19,600.00	22,820.00	-3,220.00	-14.11%	218,290.00	213,740.00	4,550.00	2.13%
1-4471.05	LATE FEES AND CHARGES	34,828.18	39,872.82	-5,044.64	-12.65%	386,761.34	389,962.13	-3,200.79	-0.82%
1-4472.00	INTEREST INCOME-INVESTMNTS	71,647.91	73,619.97	-1,972.06	-2.68%	680,299.80	758,925.24	-78,625.44	-10.36%
1-4472.01	INTEREST INCOME-BANK ACCTS	26,578.87	23,182.99	3,395.88	14.65%	303,382.91	229,603.17	73,779.74	32.13%
1-4472.98	INTEREST INCOME-BOND FUNDS	2,459.60	2,859.61	-400.01	-13.99%	29,217.67	33,687.16	-4,469.49	-13.27%
1-4474.00	SALE OF ASSETS	0.00	343.00	-343.00	-100.00%	10,915.00	-7,367.03	18,282.03	248.16%
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	5,750.00	6,425.00	-675.00	-10.51%	65,200.00	61,825.00	3,375.00	5.46%
1-4476.10	ACCESS FEES	600.00	47,700.00	-47,100.00	-98.74%	198,900.00	252,900.00	-54,000.00	-21.35%
1-4476.20	IMPACT FEES	34,500.00	69,200.00	-34,700.00	-50.14%	466,350.00	788,380.00	-322,030.00	-40.85%
1-4482.00	TRASH BILLING REVENUE	5,774.50	5,676.25	98.25	1.73%	63,105.25	61,506.75	1,598.50	2.60%
1-4485.00	MISCELLANEOUS INCOME	2,108.40	4,789.55	-2,681.15	-55.98%	222,919.53	103,173.12	119,746.41	116.06%
1-4490.00	CONTRIBUTED CAPITAL	0.00	0.00	0.00	0.00%	2,457,353.98	0.00	2,457,353.98	0.00%
	Revenue Total:	1,739,432.03	1,683,374.09	56,057.94	3.33%	22,393,512.59	19,660,562.68	2,732,949.91	13.90%
Expense									
Department: 555 - GENERAL EXPENSES									
1-555-5251	TRAVEL EXPENSE	0.00	75.00	75.00	100.00%	0.00	75.00	75.00	100.00%
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	6,611.29	83.48	-6,527.81	-7,819.61%	6,964.22	258.98	-6,705.24	-2,589.10%
1-555-5302	JANITORIAL EXPENSE	1,745.28	1,641.15	-104.13	-6.34%	19,360.39	18,661.40	-698.99	-3.75%
1-555-5303	EMPLOYEE RECOGNITION	516.39	0.00	-516.39	0.00%	1,349.07	0.00	-1,349.07	0.00%
1-555-5305	MISCELLANEOUS	124.58	2,134.61	2,010.03	94.16%	1,812.76	11,556.33	9,743.57	84.31%
1-555-5306	OFFICE SUPPLIES	1,167.72	1,868.43	700.71	37.50%	9,833.81	3,125.17	-6,708.64	-214.66%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026	2024-2025	May Variance		2025-2026	2024-2025	YTD Variance	
		May Activity	May Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1-555-5307	OUTSIDE SERVICES	14,467.34	0.00	-14,467.34	0.00%	56,787.34	0.00	-56,787.34	0.00%
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	2,155.44	1,610.77	-544.67	-33.81%	28,340.06	26,077.76	-2,262.30	-8.68%
1-555-5400	ARKANSAS PUBLIC WATER FEE	12,780.80	24,247.20	11,466.40	47.29%	140,982.00	132,966.40	-8,015.60	-6.03%
1-555-5402	CUSTOMER PAYMENT FEES	14,148.93	12,561.50	-1,587.43	-12.64%	225,955.46	200,413.37	-25,542.09	-12.74%
1-555-5500	WATER PURCHASES	634,544.82	522,938.79	-111,606.03	-21.34%	6,471,759.27	5,760,349.88	-711,409.39	-12.35%
1-555-5557	EQUIPMENT MAINTENANCE	47.91	89.00	41.09	46.17%	468.59	979.00	510.41	52.14%
1-555-5581	SOFTWARE MAINTENANCE	13,946.39	7,535.92	-6,410.47	-85.07%	108,490.63	78,127.40	-30,363.23	-38.86%
1-555-5602	INSURANCE-BLDGS & CONTENTS	2,549.72	2,547.83	-1.89	-0.07%	28,028.02	19,492.43	-8,535.59	-43.79%
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	2,090.00	2,132.44	42.44	1.99%	26,645.95	18,314.38	-8,331.57	-45.49%
1-555-5653	LEGAL CLAIMS-MISCELLANEOUS	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	0.00	0.00	0.00%	6,800.00	6,800.00	0.00	0.00%
1-555-5701	2016 BOND INTEREST	30,495.32	30,495.28	-0.04	0.00%	335,448.48	340,915.12	5,466.64	1.60%
1-555-5702	2016 BOND AMORTIZATION	-2,309.83	-2,309.83	0.00	0.00%	-25,408.13	-25,408.13	0.00	0.00%
1-555-5703	2012 BOND INTEREST	12,618.75	12,618.75	0.00	0.00%	138,806.25	146,856.25	8,050.00	5.48%
1-555-5704	2012 BOND REFUNDING COSTS	4,035.72	4,035.72	0.00	0.00%	44,392.92	44,392.92	0.00	0.00%
1-555-5705	2012 BOND AMORTIZATION	-199.31	-199.31	0.00	0.00%	-2,192.41	-2,192.41	0.00	0.00%
1-555-5706	2016 BOND REFUNDING COSTS	605.26	605.26	0.00	0.00%	6,657.86	6,657.86	0.00	0.00%
1-555-5707	2016 BOND INSURANCE	69.40	69.40	0.00	0.00%	763.40	763.40	0.00	0.00%
1-555-5800	DEPRECIATION	289,658.00	270,643.00	-19,015.00	-7.03%	3,280,160.45	2,958,188.60	-321,971.85	-10.88%
1-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	13,511.00	0.00	0.00%	148,621.00	148,621.00	0.00	0.00%
1-555-5850	BAD DEBTS	42,511.92	101.52	-42,410.40	-41,775.41%	161,404.26	153,025.68	-8,378.58	-5.48%
1-555-9100	INTEREST EXP ROU SUBSCRIPTION AS...	732.00	1,049.00	317.00	30.22%	8,052.00	11,539.00	3,487.00	30.22%
Department 555 - GENERAL EXPENSES Total:		1,098,624.84	910,085.91	-188,538.93	-20.72%	11,269,283.65	10,090,455.75	-1,178,827.90	-11.68%
Department: 560 - ENGINEERING									
1-560-5100	SALARIES ENGINEERING	39,730.31	41,899.98	2,169.67	5.18%	490,358.49	440,215.06	-50,143.43	-11.39%
1-560-5104	APERS-ENGINEERING	5,846.33	5,857.40	11.07	0.19%	71,834.67	66,651.78	-5,182.89	-7.78%
1-560-5105	HEALTH INSURANCE	6,041.56	5,200.43	-841.13	-16.17%	58,377.49	56,097.23	-2,280.26	-4.06%
1-560-5106	LIFE INSURANCE	160.40	193.57	33.17	17.14%	1,969.83	1,905.64	-64.19	-3.37%
1-560-5107	DISABILITY INSURANCE	85.28	109.96	24.68	22.44%	1,110.83	1,062.90	-47.93	-4.51%
1-560-5111	FICA	2,723.96	2,796.38	72.42	2.59%	35,656.81	31,852.83	-3,803.98	-11.94%
1-560-5251	TRAVEL EXPENSE	0.00	35.00	35.00	100.00%	471.59	633.74	162.15	25.59%
1-560-5252	TRAINING EXPENSE	0.00	1,657.84	1,657.84	100.00%	2,661.17	2,976.84	315.67	10.60%
1-560-5305	MISCELLANEOUS	0.00	0.00	0.00	0.00%	537.30	2,189.43	1,652.13	75.46%
1-560-5306	OFFICE SUPPLIES	33.76	102.48	68.72	67.06%	2,401.23	2,229.54	-171.69	-7.70%
1-560-5307	OUTSIDE SERVICES	0.00	1,018.47	1,018.47	100.00%	1,439.15	9,697.25	8,258.10	85.16%
1-560-5308	ASSOCIATION DUES	150.00	250.50	100.50	40.12%	339.00	534.00	195.00	36.52%
1-560-5350	TELECOM EXPENSE	708.67	0.00	-708.67	0.00%	6,385.58	0.00	-6,385.58	0.00%
1-560-5551	VEHICLE EXPENSE	539.16	888.13	348.97	39.29%	6,110.29	5,826.52	-283.77	-4.87%
1-560-5581	SOFTWARE MAINTENANCE	-0.04	679.42	679.46	100.01%	7,567.45	11,447.01	3,879.56	33.89%
1-560-5601	WORKMANS COMPENSATION	587.52	523.82	-63.70	-12.16%	6,531.75	6,650.18	118.43	1.78%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026 May Activity	2024-2025 May Activity	May Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
1-560-5602	INSURANCE-BLDGS & CONTENTS	0.00	0.00	0.00	0.00%	0.00	346.70	346.70	100.00%
1-560-5603	INSURANCE-VEHICLES	33.92	33.92	0.00	0.00%	574.54	394.85	-179.69	-45.51%
1-560-5800	DEPRECIATION	1,372.00	1,058.00	-314.00	-29.68%	12,290.55	13,804.66	1,514.11	10.97%
Department 560 - ENGINEERING Total:		58,012.83	62,305.30	4,292.47	6.89%	706,617.72	654,516.16	-52,101.56	-7.96%
Department: 565 - FIELD									
1-565-5100	SALARIES FIELD	109,312.38	104,543.86	-4,768.52	-4.56%	1,244,552.14	1,101,231.56	-143,320.58	-13.01%
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	16,653.61	14,788.74	-1,864.87	-12.61%	190,292.13	168,024.24	-22,267.89	-13.25%
1-565-5105	HEALTH INSURANCE	18,444.00	14,760.12	-3,683.88	-24.96%	157,305.53	145,679.61	-11,625.92	-7.98%
1-565-5106	LIFE INSURANCE	534.67	470.09	-64.58	-13.74%	27,884.32	4,664.27	-23,220.05	-497.83%
1-565-5107	DISABILITY INSURANCE	268.02	267.04	-0.98	-0.37%	3,012.91	2,597.42	-415.49	-16.00%
1-565-5110	UNIFORMS	1,906.45	1,905.04	-1.41	-0.07%	27,068.01	18,324.57	-8,743.44	-47.71%
1-565-5111	FICA	7,932.16	7,206.69	-725.47	-10.07%	91,653.78	81,489.43	-10,164.35	-12.47%
1-565-5251	TRAVEL EXPENSE	1,382.22	1,791.28	409.06	22.84%	14,869.50	14,771.64	-97.86	-0.66%
1-565-5304	SAFETY EQUIPMENT	619.27	3,365.01	2,745.74	81.60%	14,234.30	20,175.36	5,941.06	29.45%
1-565-5305	MISCELLANEOUS	49.04	0.00	-49.04	0.00%	700.44	1,445.93	745.49	51.56%
1-565-5306	OFFICE SUPPLIES	680.40	277.29	-403.11	-145.37%	5,306.18	2,310.71	-2,995.47	-129.63%
1-565-5307	OUTSIDE SERVICES	397.16	1,158.17	761.01	65.71%	6,592.09	10,070.85	3,478.76	34.54%
1-565-5308	ASSOCIATION DUES	0.00	50.80	50.80	100.00%	1,626.91	810.30	-816.61	-100.78%
1-565-5315	CUSTOMER DAMAGE PAYMENTS	0.00	0.00	0.00	0.00%	1,700.63	974.87	-725.76	-74.45%
1-565-5350	UTILITIES	6,290.62	7,905.93	1,615.31	20.43%	80,379.54	91,095.31	10,715.77	11.76%
1-565-5551	VEHICLE MAINT.	4,090.76	5,284.73	1,193.97	22.59%	65,996.66	54,772.28	-11,224.38	-20.49%
1-565-5552	FIELD REPAIR AND MAINT.	54,630.28	32,192.47	-22,437.81	-69.70%	455,905.51	454,148.70	-1,756.81	-0.39%
1-565-5555	SCADA HAND TOOLS	28.76	1,753.81	1,725.05	98.36%	819.54	5,031.07	4,211.53	83.71%
1-565-5557	EQUIPMENT MAINTENANCE	338.98	6,668.47	6,329.49	94.92%	18,405.79	33,165.16	14,759.37	44.50%
1-565-5558	SUPPLIES, HAND TOOLS	6,661.77	3,715.40	-2,946.37	-79.30%	36,232.71	36,092.54	-140.17	-0.39%
1-565-5559	GAS AND OIL	5,142.05	3,824.16	-1,317.89	-34.46%	43,384.74	40,246.08	-3,138.66	-7.80%
1-565-5560	GENERATOR MAINTENANCE	804.82	882.59	77.77	8.81%	3,885.73	1,868.52	-2,017.21	-107.96%
1-565-5561	BUILDING MAINT.	3,995.46	1,606.62	-2,388.84	-148.69%	25,287.11	21,360.47	-3,926.64	-18.38%
1-565-5563	WATER TOWER MAINT	2,000.00	18,320.00	16,320.00	89.08%	21,669.20	32,241.31	10,572.11	32.79%
1-565-5581	SOFTWARE MAINTENANCE	0.00	0.00	0.00	0.00%	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%	21,477.38	19,697.95	-1,779.43	-9.03%
1-565-5602	INSURANCE-BLDGS & CONTENTS	179.38	215.80	36.42	16.88%	2,337.38	10,342.30	8,004.92	77.40%
1-565-5603	INSURANCE-VEHICLES	872.50	872.50	0.00	0.00%	10,340.21	6,818.30	-3,521.91	-51.65%
1-565-5800	DEPRECIATION	22,057.00	16,000.00	-6,057.00	-37.86%	243,428.38	185,166.66	-58,261.72	-31.46%
1-565-5870	INVENTORY WRITE-OFF	0.00	12,042.11	12,042.11	100.00%	9,823.24	12,042.11	2,218.87	18.43%
Department 565 - FIELD Total:		267,610.21	263,294.83	-4,315.38	-1.64%	2,815,787.88	2,582,338.74	-233,449.14	-9.04%
Department: 570 - OFFICE									
1-570-5100	SALARIES OFFICE	70,853.72	73,635.25	2,781.53	3.78%	839,523.37	816,127.02	-23,396.35	-2.87%
1-570-5104	APERS-OFFICE	10,549.83	10,225.58	-324.25	-3.17%	124,652.99	121,138.17	-3,514.82	-2.90%
1-570-5105	HEALTH INSURANCE	8,719.08	6,959.48	-1,759.60	-25.28%	82,957.89	64,320.70	-18,637.19	-28.98%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026 May Activity	2024-2025 May Activity	May Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
1-570-5106	LIFE INSURANCE	240.60	221.22	-19.38	-8.76%	2,442.37	2,185.91	-256.46	-11.73%
1-570-5107	DISABILITY INSURANCE	109.64	125.67	16.03	12.76%	1,320.53	1,217.58	-102.95	-8.46%
1-570-5111	FICA	4,999.92	4,872.39	-127.53	-2.62%	61,281.62	59,340.98	-1,940.64	-3.27%
1-570-5251	TRAVEL EXPENSE	0.00	225.00	225.00	100.00%	517.82	537.29	19.47	3.62%
1-570-5252	TRAINING EXPENSE	59.61	0.00	-59.61	0.00%	1,427.11	197.50	-1,229.61	-622.59%
1-570-5305	MISCELLANEOUS	0.00	197.31	197.31	100.00%	208.36	2,787.07	2,578.71	92.52%
1-570-5306	OFFICE SUPPLIES	398.74	234.26	-164.48	-70.21%	5,197.97	8,168.16	2,970.19	36.36%
1-570-5307	OUTSIDE SERVICES	424.45	62.28	-362.17	-581.52%	6,075.02	12,055.22	5,980.20	49.61%
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	13,887.45	13,726.49	-160.96	-1.17%	143,035.33	139,238.22	-3,797.11	-2.73%
1-570-5311	PUBLIC RELATIONS	0.00	306.10	306.10	100.00%	5,306.16	5,196.66	-109.50	-2.11%
1-570-5312	ARKANSAS ONE CALL	1,449.00	907.65	-541.35	-59.64%	8,053.98	9,565.23	1,511.25	15.80%
1-570-5313	CASH LONG/SHORT	-2.92	11.80	14.72	124.75%	-335.41	-216.85	118.56	54.67%
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%	561.17	482.46	-78.71	-16.31%
Department 570 - OFFICE Total:		111,747.68	111,749.59	1.91	0.00%	1,285,741.83	1,243,469.73	-42,272.10	-3.40%
Expense Total:		1,535,995.56	1,347,435.63	-188,559.93	-13.99%	16,077,431.08	14,570,780.38	-1,506,650.70	-10.34%
Fund 1 Surplus (Deficit):		203,436.47	335,938.46	-132,501.99	-39.44%	6,316,081.51	5,089,782.30	1,226,299.21	24.09%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026 May Activity	2024-2025 May Activity	May 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	1,088,061.57	937,149.47	150,912.10	16.10%	11,749,881.68	10,304,542.01	1,445,339.67	14.03%
2-4450.00	COMMERCIAL SEWER	412,374.28	323,948.86	88,425.42	27.30%	4,282,928.63	3,585,738.90	697,189.73	19.44%
2-4460.00	INDUSTRIAL SEWER	302,433.38	215,790.15	86,643.23	40.15%	2,968,328.62	2,488,249.78	480,078.84	19.29%
2-4470.02	LABOR SALES	0.00	183.19	-183.19	-100.00%	9,824.77	4,845.18	4,979.59	102.77%
2-4470.03	MACHINE TIME SALES	95.04	50.00	45.04	90.08%	10,479.56	7,306.51	3,173.05	43.43%
2-4471.05	LATE FEES AND CHARGES	17,485.49	13,547.73	3,937.76	29.07%	191,572.43	165,045.94	26,526.49	16.07%
2-4472.00	INTEREST INCOME-INVESTMNTS	90,223.85	110,885.08	-20,661.23	-18.63%	818,801.04	918,942.74	-100,141.70	-10.90%
2-4472.01	INTEREST INCOME-BANK ACCTS	16,441.70	6,944.50	9,497.20	136.76%	152,459.06	112,133.49	40,325.57	35.96%
2-4472.98	INTEREST INCOME-BOND FUNDS	2,051.39	2,369.27	-317.88	-13.42%	26,432.52	30,205.96	-3,773.44	-12.49%
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%	6,600.00	6,600.00	0.00	0.00%
2-4476.00	NEW CUSTOMER FEES	6,420.00	7,410.00	-990.00	-13.36%	73,500.00	69,175.00	4,325.00	6.25%
2-4476.10	ACCESS FEES	300.00	47,700.00	-47,400.00	-99.37%	197,400.00	251,700.00	-54,300.00	-21.57%
2-4476.20	IMPACT FEES	38,200.00	169,800.00	-131,600.00	-77.50%	939,900.00	1,895,400.00	-955,500.00	-50.41%
2-4482.00	TRASH BILLING REVENUE	5,758.89	5,676.25	82.64	1.46%	63,089.64	61,506.00	1,583.64	2.57%
2-4485.00	MISCELLANEOUS INCOME	43,605.93	68,764.89	-25,158.96	-36.59%	384,421.23	2,473,791.75	-2,089,370.52	-84.46%
2-4490.00	CONTRIBUTED CAPITAL	0.00	0.00	0.00	0.00%	3,021,766.14	0.00	3,021,766.14	0.00%
	Revenue Total:	2,024,051.52	1,910,819.39	113,232.13	5.93%	24,903,885.32	22,402,562.43	2,501,322.89	11.17%
Expense									
Department: 555 - GENERAL EXPENSES									
2-555-5251	TRAVEL EXPENSE	0.00	75.00	75.00	100.00%	0.00	75.00	75.00	100.00%
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	6,611.29	83.47	-6,527.82	-7,820.56%	6,964.23	258.97	-6,705.26	-2,589.20%
2-555-5302	JANITORIAL EXPENSE	1,745.26	1,641.15	-104.11	-6.34%	17,692.23	18,661.42	969.19	5.19%
2-555-5303	EMPLOYEE RECOGNITION	516.38	0.00	-516.38	0.00%	1,295.68	0.00	-1,295.68	0.00%
2-555-5305	MISCELLANEOUS	165.11	231.65	66.54	28.72%	2,410.02	10,505.86	8,095.84	77.06%
2-555-5306	OFFICE SUPPLIES	1,080.29	1,868.44	788.15	42.18%	9,746.50	3,125.21	-6,621.29	-211.87%
2-555-5307	OUTSIDE SERVICES	23,055.57	0.00	-23,055.57	0.00%	138,361.07	0.00	-138,361.07	0.00%
2-555-5350	UTILITIES	2,070.44	1,597.58	-472.86	-29.60%	26,869.32	24,620.22	-2,249.10	-9.14%
2-555-5401	CITY FRANCHISE FEES	63,528.33	52,881.30	-10,647.03	-20.13%	677,303.58	583,942.79	-93,360.79	-15.99%
2-555-5402	CUSTOMER PAYMENT FEES	14,148.92	12,561.49	-1,587.43	-12.64%	225,955.41	200,413.25	-25,542.16	-12.74%
2-555-5557	EQUIPMENT MAINTENANCE	47.91	89.00	41.09	46.17%	1,252.97	979.00	-273.97	-27.98%
2-555-5581	SOFTWARE MAINTENANCE	13,946.38	4,995.78	-8,950.60	-179.16%	108,219.84	70,719.30	-37,500.54	-53.03%
2-555-5602	INSURANCE-BLDGS & CONTENTS	223.08	222.91	-0.17	-0.08%	2,452.18	1,609.71	-842.47	-52.34%
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	1,290.00	5,823.42	4,533.42	77.85%	34,764.12	34,140.80	-623.32	-1.83%
2-555-5653	LEGAL CLAIMS-MISCELLANOUS	3,280.00	0.00	-3,280.00	0.00%	7,878.56	4,699.13	-3,179.43	-67.66%
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%	2,785,665.37	2,527,436.35	-258,229.02	-10.22%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

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2-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	13,511.00	0.00	0.00%	148,621.00	148,621.00	0.00	0.00%
2-555-5850	BAD DEBTS	42,500.00	0.00	-42,500.00	0.00%	161,500.00	153,000.00	-8,500.00	-5.56%
2-555-9100	INTEREST EXP ROU SUBSCRIPTION AS...	732.00	1,049.00	317.00	30.22%	8,052.00	11,539.00	3,487.00	30.22%
Department 555 - GENERAL EXPENSES Total:		436,420.96	331,484.19	-104,936.77	-31.66%	4,394,671.23	3,818,422.01	-576,249.22	-15.09%
Department: 560 - ENGINEERING									
2-560-5100	SALARIES ENGINEERING	43,404.08	43,160.48	-243.60	-0.56%	488,743.56	429,092.62	-59,650.94	-13.90%
2-560-5104	APERS-ENGINEERING	6,336.83	6,011.06	-325.77	-5.42%	74,628.79	65,040.42	-9,588.37	-14.74%
2-560-5105	HEALTH INSURANCE	3,412.54	3,466.95	54.41	1.57%	39,037.79	31,233.58	-7,804.21	-24.99%
2-560-5106	LIFE INSURANCE	87.20	76.93	-10.27	-13.35%	941.63	793.17	-148.46	-18.72%
2-560-5107	DISABILITY INSURANCE	49.68	42.64	-7.04	-16.51%	524.17	437.27	-86.90	-19.87%
2-560-5111	FICA	3,054.59	2,907.60	-146.99	-5.06%	36,257.52	31,393.50	-4,864.02	-15.49%
2-560-5251	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	471.58	325.06	-146.52	-45.07%
2-560-5252	TRAINING EXPENSE	0.00	22.50	22.50	100.00%	655.45	375.30	-280.15	-74.65%
2-560-5305	MISCELLANEOUS	0.00	0.00	0.00	0.00%	526.87	1,663.87	1,137.00	68.33%
2-560-5306	OFFICE SUPPLIES	33.76	15.13	-18.63	-123.13%	1,378.47	1,645.66	267.19	16.24%
2-560-5307	OUTSIDE SERVICES	0.00	158.77	158.77	100.00%	1,659.66	3,531.59	1,871.93	53.01%
2-560-5308	ASSOCIATION DUES	150.00	250.50	100.50	40.12%	281.80	427.50	145.70	34.08%
2-560-5350	TELECOM EXPENSE	339.32	0.00	-339.32	0.00%	3,368.54	0.00	-3,368.54	0.00%
2-560-5551	VEHICLE EXPENSE	794.92	67.87	-727.05	-1,071.24%	6,330.25	3,659.01	-2,671.24	-73.00%
2-560-5581	SOFTWARE MAINTENANCE	-0.04	679.42	679.46	100.01%	7,587.45	11,447.02	3,859.57	33.72%
2-560-5601	WORKMANS COMPENSATION	530.07	290.95	-239.12	-82.19%	4,646.79	3,408.75	-1,238.04	-36.32%
2-560-5602	INSURANCE-BLDGS & CONTENTS	0.00	0.00	0.00	0.00%	0.00	346.70	346.70	100.00%
2-560-5603	INSURANCE-VEHICLES	60.40	60.40	0.00	0.00%	664.40	468.82	-195.58	-41.72%
2-560-5800	DEPRECIATION	1,324.00	657.00	-667.00	-101.52%	14,062.23	8,536.66	-5,525.57	-64.73%
Department 560 - ENGINEERING Total:		59,577.35	57,868.20	-1,709.15	-2.95%	681,766.95	593,826.50	-87,940.45	-14.81%
Department: 565 - FIELD									
2-565-5100	SALARIES FIELD	98,924.10	99,002.77	78.67	0.08%	1,139,723.95	1,099,308.63	-40,415.32	-3.68%
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	14,739.46	13,833.34	-906.12	-6.55%	174,614.94	167,057.54	-7,557.40	-4.52%
2-565-5105	HEALTH INSURANCE	19,887.79	18,227.07	-1,660.72	-9.11%	196,197.60	176,103.87	-20,093.73	-11.41%
2-565-5106	LIFE INSURANCE	479.62	512.84	33.22	6.48%	5,622.64	5,287.79	-334.85	-6.33%
2-565-5107	DISABILITY INSURANCE	273.23	284.27	11.04	3.88%	3,123.92	2,915.28	-208.64	-7.16%
2-565-5110	UNIFORMS	2,077.19	1,872.27	-204.92	-10.95%	28,830.37	18,144.45	-10,685.92	-58.89%
2-565-5111	FICA	6,937.16	6,541.02	-396.14	-6.06%	85,223.23	78,623.28	-6,599.95	-8.39%
2-565-5251	TRAVEL EXPENSE	2,134.59	1,216.50	-918.09	-75.47%	12,404.56	10,805.77	-1,598.79	-14.80%
2-565-5252	TRAINING EXPENSE	138.00	0.00	-138.00	0.00%	138.00	0.00	-138.00	0.00%
2-565-5304	SAFETY EQUIPMENT	203.41	3,706.50	3,503.09	94.51%	15,754.52	23,073.77	7,319.25	31.72%
2-565-5305	MISCELLANEOUS	49.04	0.00	-49.04	0.00%	641.08	3,101.28	2,460.20	79.33%
2-565-5306	OFFICE SUPPLIES	434.35	277.30	-157.05	-56.64%	3,521.31	2,206.05	-1,315.26	-59.62%
2-565-5307	OUTSIDE SERVICES	397.17	1,158.16	760.99	65.71%	8,008.88	8,380.38	371.50	4.43%
2-565-5308	ASSOCIATION DUES	50.80	0.00	-50.80	0.00%	1,513.40	115.82	-1,397.58	-1,206.68%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026	2024-2025	May Variance		2025-2026	2024-2025	YTD Variance	
		May Activity	May Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-565-5315	CUSTOMER DAMAGE PAYMENTS	0.00	7,698.24	7,698.24	100.00%	4,054.83	91,617.21	87,562.38	95.57%
2-565-5350	UTILITIES	8,452.47	6,544.14	-1,908.33	-29.16%	87,532.54	123,654.31	36,121.77	29.21%
2-565-5351	UTIL-GRIND STA-SW ATALANTA	0.00	634.56	634.56	100.00%	528.67	5,936.41	5,407.74	91.09%
2-565-5551	VEHICLE MAINT.	2,236.11	1,102.84	-1,133.27	-102.76%	46,935.90	39,086.76	-7,849.14	-20.08%
2-565-5552	FIELD REPAIR AND MAINT.	10,449.07	7,464.81	-2,984.26	-39.98%	112,821.24	58,180.24	-54,641.00	-93.92%
2-565-5554	CAMERA	55.78	273.75	217.97	79.62%	37,084.95	12,166.61	-24,918.34	-204.81%
2-565-5555	SCADA HAND TOOLS	28.76	1,753.80	1,725.04	98.36%	4,079.11	6,439.20	2,360.09	36.65%
2-565-5556	FLUSHTRUCKS	21.89	342.08	320.19	93.60%	104,640.75	24,188.18	-80,452.57	-332.61%
2-565-5557	EQUIPMENT MAINTENANCE	672.57	1,410.23	737.66	52.31%	8,125.07	6,966.17	-1,158.90	-16.64%
2-565-5558	SUPPLIES, HAND TOOLS	1,250.68	661.52	-589.16	-89.06%	30,000.45	11,755.40	-18,245.05	-155.21%
2-565-5559	GAS AND OIL	9,181.13	4,418.57	-4,762.56	-107.79%	65,105.11	44,427.42	-20,677.69	-46.54%
2-565-5560	GENERATOR MAINTENANCE	4,388.56	0.00	-4,388.56	0.00%	12,161.96	3,691.98	-8,469.98	-229.42%
2-565-5561	BUILDING MAINT.	3,133.18	1,030.36	-2,102.82	-204.09%	16,183.16	9,801.14	-6,382.02	-65.12%
2-565-5563	LIFT STATION MAINT	200.00	2,012.23	1,812.23	90.06%	29,367.89	21,498.02	-7,869.87	-36.61%
2-565-5581	SOFTWARE MAINTENANCE	840.00	0.00	-840.00	0.00%	27,213.07	8,179.26	-19,033.81	-232.71%
2-565-5601	WORKMANS COMPENSATION	2,770.33	1,860.58	-909.75	-48.90%	26,617.96	22,775.79	-3,842.17	-16.87%
2-565-5602	INSURANCE-BLDGS & CONTENTS	558.39	552.07	-6.32	-1.14%	6,079.09	6,071.87	-7.22	-0.12%
2-565-5603	INSURANCE-VEHICLES	1,480.53	1,480.53	0.00	0.00%	17,036.71	14,980.85	-2,055.86	-13.72%
2-565-5800	DEPRECIATION	35,269.00	28,825.49	-6,443.51	-22.35%	457,647.03	248,223.49	-209,423.54	-84.37%
2-565-5804	AMORT OF SOFTWARE PERPETUAL LI...	1,673.00	1,673.00	0.00	0.00%	18,403.00	23,422.00	5,019.00	21.43%
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:		229,387.36	216,370.84	-13,016.52	-6.02%	2,775,163.16	2,378,186.22	-396,976.94	-16.69%
Department: 570 - OFFICE									
2-570-5100	SALARIES OFFICE	64,110.25	64,920.51	810.26	1.25%	722,758.35	698,066.52	-24,691.83	-3.54%
2-570-5104	APERS-OFFICE	9,326.61	8,989.35	-337.26	-3.75%	110,047.56	105,876.64	-4,170.92	-3.94%
2-570-5105	HEALTH INSURANCE	10,128.77	7,800.64	-2,328.13	-29.85%	89,435.52	80,887.58	-8,547.94	-10.57%
2-570-5106	LIFE INSURANCE	218.01	230.78	12.77	5.53%	2,582.46	2,379.50	-202.96	-8.53%
2-570-5107	DISABILITY INSURANCE	124.19	127.92	3.73	2.92%	1,436.55	1,311.85	-124.70	-9.51%
2-570-5111	FICA	4,458.37	4,345.66	-112.71	-2.59%	53,496.52	51,500.42	-1,996.10	-3.88%
2-570-5251	TRAVEL EXPENSE	0.00	225.00	225.00	100.00%	852.85	537.29	-315.56	-58.73%
2-570-5252	TRAINING EXPENSE	59.61	200.00	140.39	70.20%	1,427.11	397.50	-1,029.61	-259.02%
2-570-5305	MISCELLANEOUS	0.00	197.32	197.32	100.00%	230.38	2,754.21	2,523.83	91.64%
2-570-5306	OFFICE SUPPLIES	398.76	68.89	-329.87	-478.84%	5,311.07	6,994.41	1,683.34	24.07%
2-570-5307	OUTSIDE SERVICES	424.45	62.28	-362.17	-581.52%	5,358.25	11,460.29	6,102.04	53.25%
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	13,887.45	13,726.48	-160.97	-1.17%	143,035.31	139,264.74	-3,770.57	-2.71%
2-570-5311	PUBLIC RELATIONS	0.00	306.12	306.12	100.00%	3,900.91	3,145.67	-755.24	-24.01%
2-570-5312	ARKANSAS ONE CALL	1,449.00	907.65	-541.35	-59.64%	8,054.02	9,565.27	1,511.25	15.80%
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%	536.65	502.17	-34.48	-6.87%
Department 570 - OFFICE Total:		104,636.91	102,149.31	-2,487.60	-2.44%	1,152,001.06	1,115,772.47	-36,228.59	-3.25%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026	2024-2025	May Variance		2025-2026	2024-2025	YTD Variance	
		May Activity	May Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Department: 591 - PCF ADMIN									
2-591-5100	SALARIES PCF	102,155.13	100,109.04	-2,046.09	-2.04%	1,149,369.03	1,106,030.48	-43,338.55	-3.92%
2-591-5104	APERS-RPCF	14,839.53	13,800.82	-1,038.71	-7.53%	176,112.01	167,048.38	-9,063.63	-5.43%
2-591-5105	HEALTH INSURANCE	15,346.82	13,001.05	-2,345.77	-18.04%	156,138.76	150,161.35	-5,977.41	-3.98%
2-591-5106	LIFE INSURANCE	370.62	677.53	306.91	45.30%	7,022.96	6,972.59	-50.37	-0.72%
2-591-5107	DISABILITY INSURANCE	211.13	0.00	-211.13	0.00%	211.13	0.00	-211.13	0.00%
2-591-5110	UNIFORMS	1,268.95	794.02	-474.93	-59.81%	11,844.48	9,871.54	-1,972.94	-19.99%
2-591-5111	FICA	6,924.89	6,466.68	-458.21	-7.09%	82,370.67	79,434.47	-2,936.20	-3.70%
2-591-5251	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	1,647.35	0.00	-1,647.35	0.00%
2-591-5304	PERSONNEL SAFETY EQUIP.	306.77	744.60	437.83	58.80%	6,362.38	5,533.53	-828.85	-14.98%
2-591-5305	MISCELLANEOUS	0.00	131.47	131.47	100.00%	279.64	1,200.78	921.14	76.71%
2-591-5306	OFFICE SUPPLIES & POSTAGE	362.57	267.68	-94.89	-35.45%	3,311.05	3,401.91	90.86	2.67%
2-591-5307	OUTSIDE SERVICES	0.00	0.00	0.00	0.00%	152.69	813.20	660.51	81.22%
2-591-5308	ASSOCIATION DUES	0.00	0.00	0.00	0.00%	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	1,256.66	1,122.61	-134.05	-11.94%	13,168.68	16,372.29	3,203.61	19.57%
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%	14,178.43	12,838.79	-1,339.64	-10.43%
2-591-5602	INSURANCE-BLDGS & CONTENTS	4,975.77	4,972.06	-3.71	-0.07%	54,696.37	53,385.16	-1,311.21	-2.46%
2-591-5603	INSURANCE-VEHICLES	152.74	152.74	0.00	0.00%	1,842.85	1,643.14	-199.71	-12.15%
2-591-5800	DEPRECIATION-WWTP	245,291.00	232,146.00	-13,145.00	-5.66%	2,408,056.83	2,518,293.33	110,236.50	4.38%
2-591-9112	2016 BOND INTEREST	14,900.00	14,900.00	0.00	0.00%	163,900.00	180,766.66	16,866.66	9.33%
2-591-9113	2016 BOND AMORTIZATION	-9,216.24	-9,216.24	0.00	0.00%	-101,378.64	-101,378.64	0.00	0.00%
2-591-9114	2016 BOND REFUNDING COSTS	-3,217.86	-3,217.86	0.00	0.00%	-35,396.46	-35,396.46	0.00	0.00%
2-591-9115	BOND INSURANCE	131.52	263.04	131.52	50.00%	1,578.24	1,578.24	0.00	0.00%
2-591-9116	2024 BOND INTEREST	21,770.92	3,905.07	-17,865.85	-457.50%	121,726.97	35,152.07	-86,574.90	-246.29%
Department 591 - PCF ADMIN Total:		419,264.99	382,041.67	-37,223.32	-9.74%	4,258,767.09	4,226,894.15	-31,872.94	-0.75%
Department: 592 - PCF ENVIRONMENTAL									
2-592-5251	TRAVEL EXPENSE	2,855.27	0.00	-2,855.27	0.00%	3,641.75	3,826.85	185.10	4.84%
2-592-5306	LABORATORY SUPPLIES	0.00	425.38	425.38	100.00%	7,590.49	2,333.43	-5,257.06	-225.29%
2-592-5307	OUTSIDE SERVICES	162.09	0.00	-162.09	0.00%	11,237.94	7,175.91	-4,062.03	-56.61%
2-592-5314	PLANT RESEARCH	0.00	0.00	0.00	0.00%	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	0.00	242.32	242.32	100.00%	9,222.65	7,188.70	-2,033.95	-28.29%
Department 592 - PCF ENVIRONMENTAL Total:		3,017.36	667.70	-2,349.66	-351.90%	33,101.30	23,805.12	-9,296.18	-39.05%
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%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

		2025-2026 May Activity	2024-2025 May Activity	May Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
2-593-5306	LABORATORY SUPPLIES	507.81	0.00	-507.81	0.00%	507.81	929.41	421.60	45.36%
2-593-5307	OUTSIDE SERVICES	1,495.00	142.00	-1,353.00	-952.82%	26,959.68	19,813.73	-7,145.95	-36.07%
2-593-5350	UTILITIES	65,471.02	73,034.06	7,563.04	10.36%	721,213.18	624,954.34	-96,258.84	-15.40%
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	7,080.87	5,909.84	-1,171.03	-19.81%	123,465.60	105,025.67	-18,439.93	-17.56%
	Department 593 - PCF OPS Total:	74,554.70	79,085.90	4,531.20	5.73%	876,649.83	751,363.25	-125,286.58	-16.67%
Department: 594 - PCF MAINTENANCE									
2-594-5251	TRAVEL EXPENSE	0.00	2,200.00	2,200.00	100.00%	9,510.90	2,933.46	-6,577.44	-224.22%
2-594-5306	CLEANING SUPPLIES	0.00	0.00	0.00	0.00%	197.63	298.85	101.22	33.87%
2-594-5307	OUTSIDE SERVICES	0.00	2,505.38	2,505.38	100.00%	70,144.32	70,484.00	339.68	0.48%
2-594-5551	VEHICLE EXPENSE	550.69	263.38	-287.31	-109.09%	6,756.02	2,146.55	-4,609.47	-214.74%
2-594-5557	EQUIPMENT MAINTENANCE	40,576.62	26,253.89	-14,322.73	-54.55%	404,875.23	363,871.67	-41,003.56	-11.27%
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	99.05	107.55	8.50	7.90%	5,824.96	3,136.15	-2,688.81	-85.74%
2-594-5561	BLDGS. & GROUNDS MAINT.	1,439.38	1,006.60	-432.78	-42.99%	25,182.98	13,166.45	-12,016.53	-91.27%
2-594-5562	MAINTENANCE SUPPLIES	40.47	0.00	-40.47	0.00%	5,313.57	6,990.65	1,677.08	23.99%
	Department 594 - PCF MAINTENANCE Total:	42,706.21	32,336.80	-10,369.41	-32.07%	527,805.61	464,257.57	-63,548.04	-13.69%
Department: 595 - PCF SMS DISPOSAL EXPENSE									
2-595-5251	TRAVEL EXPENSE	0.00	0.00	0.00	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	590.00	0.00	-590.00	0.00%	4,309.55	3,855.00	-454.55	-11.79%
2-595-5561	WEED CONTROL	156.50	229.90	73.40	31.93%	298.82	229.90	-68.92	-29.98%
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	59,043.02	37,372.10	-21,670.92	-57.99%	571,079.80	402,623.98	-168,455.82	-41.84%
2-595-5981	SLUDGE DISPOSAL REVENUE	-3,631.78	-3,789.28	-157.50	-4.16%	-42,328.16	-37,876.50	4,451.66	11.75%
	Department 595 - PCF SMS DISPOSAL EXPENSE Total:	56,157.74	33,812.72	-22,345.02	-66.08%	536,260.81	375,722.38	-160,538.43	-42.73%
	Expense Total:	1,425,723.58	1,235,817.33	-189,906.25	-15.37%	15,236,187.04	13,748,249.67	-1,487,937.37	-10.82%
	Fund 2 Surplus (Deficit):	598,327.94	675,002.06	-76,674.12	-11.36%	9,667,698.28	8,654,312.76	1,013,385.52	11.71%
	Total Surplus (Deficit):	801,764.41	1,010,940.52	-209,176.11	-20.69%	15,983,779.79	13,744,095.06	2,239,684.73	16.30%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

Group Summary

Departmen...	2025-2026 May Activity	2024-2025 May Activity	May Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER								
Revenue								
	1,739,432.03	1,683,374.09	56,057.94	3.33%	22,393,512.59	19,660,562.68	2,732,949.91	13.90%
Revenue Total:	1,739,432.03	1,683,374.09	56,057.94	3.33%	22,393,512.59	19,660,562.68	2,732,949.91	13.90%
Expense								
555 - GENERAL EXPENSES	1,098,624.84	910,085.91	-188,538.93	-20.72%	11,269,283.65	10,090,455.75	-1,178,827.90	-11.68%
560 - ENGINEERING	58,012.83	62,305.30	4,292.47	6.89%	706,617.72	654,516.16	-52,101.56	-7.96%
565 - FIELD	267,610.21	263,294.83	-4,315.38	-1.64%	2,815,787.88	2,582,338.74	-233,449.14	-9.04%
570 - OFFICE	111,747.68	111,749.59	1.91	0.00%	1,285,741.83	1,243,469.73	-42,272.10	-3.40%
Expense Total:	1,535,995.56	1,347,435.63	-188,559.93	-13.99%	16,077,431.08	14,570,780.38	-1,506,650.70	-10.34%
Fund 1 Surplus (Deficit):	203,436.47	335,938.46	-132,501.99	-39.44%	6,316,081.51	5,089,782.30	1,226,299.21	24.09%

Prior-Year Comparative Income Statement

For the Period Ending 05/31/2026

Department...	2025-2026 May Activity	2024-2025 May Activity	May Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 2 - SEWER								
Revenue								
	2,024,051.52	1,910,819.39	113,232.13	5.93%	24,903,885.32	22,402,562.43	2,501,322.89	11.17%
Revenue Total:	2,024,051.52	1,910,819.39	113,232.13	5.93%	24,903,885.32	22,402,562.43	2,501,322.89	11.17%
Expense								
555 - GENERAL EXPENSES	436,420.96	331,484.19	-104,936.77	-31.66%	4,394,671.23	3,818,422.01	-576,249.22	-15.09%
560 - ENGINEERING	59,577.35	57,868.20	-1,709.15	-2.95%	681,766.95	593,826.50	-87,940.45	-14.81%
565 - FIELD	229,387.36	216,370.84	-13,016.52	-6.02%	2,775,163.16	2,378,186.22	-396,976.94	-16.69%
570 - OFFICE	104,636.91	102,149.31	-2,487.60	-2.44%	1,152,001.06	1,115,772.47	-36,228.59	-3.25%
591 - PCF ADMIN	419,264.99	382,041.67	-37,223.32	-9.74%	4,258,767.09	4,226,894.15	-31,872.94	-0.75%
592 - PCF ENVIRONMENTAL	3,017.36	667.70	-2,349.66	-351.90%	33,101.30	23,805.12	-9,296.18	-39.05%
593 - PCF OPS	74,554.70	79,085.90	4,531.20	5.73%	876,649.83	751,363.25	-125,286.58	-16.67%
594 - PCF MAINTENANCE	42,706.21	32,336.80	-10,369.41	-32.07%	527,805.61	464,257.57	-63,548.04	-13.69%
595 - PCF SMS DISPOSAL EXPENSE	56,157.74	33,812.72	-22,345.02	-66.08%	536,260.81	375,722.38	-160,538.43	-42.73%
Expense Total:	1,425,723.58	1,235,817.33	-189,906.25	-15.37%	15,236,187.04	13,748,249.67	-1,487,937.37	-10.82%
Fund 2 Surplus (Deficit):	598,327.94	675,002.06	-76,674.12	-11.36%	9,667,698.28	8,654,312.76	1,013,385.52	11.71%
Total Surplus (Deficit):	801,764.41	1,010,940.52	-209,176.11	-20.69%	15,983,779.79	13,744,095.06	2,239,684.73	16.30%

Fund	2025-2026 May Activity	2024-2025 May Activity	May Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
1 - WATER	203,436.47	335,938.46	-132,501.99	-39.44%	6,316,081.51	5,089,782.30	1,226,299.21	24.09%
2 - SEWER	598,327.94	675,002.06	-76,674.12	-11.36%	9,667,698.28	8,654,312.76	1,013,385.52	11.71%
Total Surplus (Deficit):	801,764.41	1,010,940.52	-209,176.11	-20.69%	15,983,779.79	13,744,095.06	2,239,684.73	16.30%



Rogers Water Utilities, AR

Balance Sheet

Account Summary

As Of 05/31/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 1 - WATER				
Assets				
** ASSETS & DEFERRED OUTFLOWS**				
GLCategory: 010 - CASH-DEMAND DEPOSITS				
1-0100.00	PETTY CASH AND CHANGE FUNDS	2,125.00	1,625.00	500.00
1-0100.09	CHECKING-AP PAYROLL	425,118.59	54,683.37	370,435.22
1-0100.11	CHECKING-CREDIT CARD ACCOUNT	669,664.60	894,300.96	-224,636.36
1-0111.05	SAVINGS-UTILITY MONEY FUND	8,974,529.83	9,071,992.14	-97,462.31
1-0111.09	SAVINGS-O & M MONEY FUND	400,234.22	621,919.01	-221,684.79
Total GLCategory 010 - CASH-DEMAND DEPOSITS:		10,471,672.24	10,644,520.48	-172,848.24
GLCategory: 020 - INVESTMENTS				
1-0215.00	INVESTMENT-O&M	2,640,458.34	2,538,935.98	101,522.36
1-0215.01	INVESTMENT-O&M	3,134,408.18	2,026,415.37	1,107,992.81
1-0215.02	INVESTMENT-O&M	2,000,000.00	2,000,000.00	0.00
1-0215.03	INVESTMENT-METER DEPOSITS	1,442,761.26	1,382,828.80	59,932.46
1-0215.07	INVESTMENT-O&M	2,643,844.35	2,546,804.82	97,039.53
1-0215.10	INVESTMENT-O&M	1,006,355.34	1,008,377.92	-2,022.58
1-0215.12	INVESTMENT-O&M	2,007,050.40	2,010,092.01	-3,041.61
1-0215.15	INVESTMENT-O&M	2,000,000.00	2,000,000.00	0.00
1-0215.17	INVESTMENT-O&M	2,001,229.93	1,001,448.20	999,781.73
Total GLCategory 020 - INVESTMENTS:		18,876,107.80	16,514,903.10	2,361,204.70
GLCategory: 030 - ACCOUNTS RECEIVABLE				
1-0300.00	ACCTS REC-CUSTOMERS	2,405,997.15	2,232,912.43	173,084.72
1-0300.01	UNAPPLIED CREDITS	-114,871.23	-173,389.78	58,518.55
1-0300.02	UNAPPLIED CREDITS ARO	-36,815.60	-16,462.01	-20,353.59
1-0300.05	ACCTS REC-OTHER	176,201.28	130,053.10	46,148.18
1-0300.06	ACCOUNTS RECEIVABLE-NONBILLED	0.00	3,059.93	-3,059.93
1-0300.15	ACCTS REC-UNBILLED REVENUE	808,025.00	818,000.00	-9,975.00
1-0300.20	ALLOWANCE FOR BAD DEBTS	-413,869.77	-353,056.38	-60,813.39
Total GLCategory 030 - ACCOUNTS RECEIVABLE:		2,824,666.83	2,641,117.29	183,549.54
GLCategory: 035 - DUE FROM OTHER FUNDS				
1-0350.02	DUE FROM SEWER	0.00	12,773,278.97	-12,773,278.97
Total GLCategory 035 - DUE FROM OTHER FUNDS:		0.00	12,773,278.97	-12,773,278.97
GLCategory: 040 - OTHER CURRENT ASSETS				
1-0400.00	ACCRUED INTEREST	119,000.00	115,000.00	4,000.00
1-0400.05	PREPAID-WORKMANS COMP	20,891.75	13,923.33	6,968.42
1-0400.10	PREPAID-INSURANCE	39,952.42	40,629.69	-677.27
1-0400.15	PREPAID-MAINT CONTRACT	34,046.86	27,165.59	6,881.27
Total GLCategory 040 - OTHER CURRENT ASSETS:		213,891.03	196,718.61	17,172.42
GLCategory: 050 - RESTRICTED FUNDS				
1-0500.00	CHECKING-METER DEPOSITS	196,462.71	115,242.80	81,219.91
1-0501.00	DEPRECIATION MONEY FUND	591,070.84	279,371.93	311,698.91
1-0502.00	ACCESS/IMPACT FEES-SIMMONS	389,893.64	1,125,877.95	-735,984.31
1-0512.14	REGIONS BANK - DEBT - 2012	564,194.25	545,570.96	18,623.29
1-0516.14	REGIONS BANK - DEBT - 2016	316,612.47	306,590.08	10,022.39
Total GLCategory 050 - RESTRICTED FUNDS:		2,058,233.91	2,372,653.72	-314,419.81
GLCategory: 060 - INVENTORY				
1-0600.00	INVENTORY	894,368.86	945,525.31	-51,156.45
Total GLCategory 060 - INVENTORY:		894,368.86	945,525.31	-51,156.45
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
1-0800.00	OFFICE EQUIPMENT	756,702.68	703,684.37	53,018.31

Balance Sheet

As Of 05/31/2026

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	1,065,004.15	1,000,482.59	64,521.56
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	6,944,332.72	6,295,757.68	648,575.04
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	69,073,250.22	61,369,206.94	7,704,043.28
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	69,390,375.95	2,583,749.98
1-0800.25	CONSTRUCTION IN PROGRESS	2,889,909.68	7,916,119.72	-5,026,210.04
1-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-563,111.97	-513,918.22	-49,193.75
1-0800.51	ACCM DEPR-VEHICLES	-780,184.38	-582,893.70	-197,290.68
1-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-47,594.11	-47,332.61	-261.50
1-0800.53	ACCM DEPR-FIELD EQUIPMENT	-766,984.23	-721,807.82	-45,176.41
1-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-32,569.23	-32,764.52	195.29
1-0800.55	ACCM DEPR-PUMPING EQUIP	-82,644.52	-74,990.49	-7,654.03
1-0800.58	ACCM DEPR-WATER METERS	-1,556,778.20	-1,577,887.39	21,109.19
1-0800.59	ACCM DEPR-WATER SERVICE	-1,367,572.35	-1,361,557.38	-6,014.97
1-0800.60	ACCM DEPR-WATER TOWERS	-6,251,014.83	-5,929,192.27	-321,822.56
1-0800.61	ACCM DEPR-MAINLINE	-24,526,157.53	-23,207,719.95	-1,318,437.58
1-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,487,155.49	-1,419,616.67	-67,538.82
1-0800.80	ACCM DEPR-CONTRIBUTED MAIN LINE	-17,093,512.79	-15,650,838.51	-1,442,674.28
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		117,621,004.61	114,114,324.33	3,506,680.28
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	-862,713.00	-700,581.00	-162,132.00
Total GLCategory 081 - INTANGIBLE ASSETS:		272,219.00	434,351.00	-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**:		154,117,940.30	161,663,786.85	-7,545,846.55
Total Assets:		154,117,940.30	161,663,786.85	-7,545,846.55
Liability				
** LIABILITIES & DEFERRED INFLOWS **				
GLCategory: 100 - ACCOUNTS PAYABLE				
1-1100.00	ACCOUNTS PAYABLE-TRADE	1,314,009.97	1,074,534.25	-239,475.72
1-1100.02	ACCOUNTS PAYABLE-ORION WASTE SOLU	472,428.63	451,504.45	-20,924.18
1-1100.06	CONTRACTOR CASH BONDS PAYABLE	5,000.00	10,000.00	5,000.00
1-1100.20	FEDERAL INC TAX WITHHELD	-15.47	-15.47	0.00
1-1100.21	FICA W/HELD	-20.72	-20.72	0.00
1-1100.30	STATE INC TAX WITHHELD	6,129.64	5,767.18	-362.46
1-1100.51	SALES/USE TAX PAYABLE	138,869.65	97,823.71	-41,045.94
1-1109.01	MISC PAYROLL DEDUCTIONS	-342.94	-499.18	-156.24
1-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	450.16	5,211.52	4,761.36
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,936,508.92	1,644,305.74	-292,203.18
GLCategory: 120 - ACCRUED LIABILITIES				
1-1200.60	WAGES PAYABLE	103,606.77	99,696.86	-3,909.91
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	-1,710.39	-1,710.39
1-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	0.00	29,518.55	29,518.55
1-1200.82	ROU SUBSCRIPTION LIABILITY	146,608.50	224,633.50	78,025.00
1-1258.12	2012 BOND PREMIUM	8,170.61	10,562.33	2,391.72
1-1258.16	2016 BOND PREMIUM	274,869.55	302,587.51	27,717.96

Balance Sheet

As Of 05/31/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-1278.12	2012/2004 DEF. REFUNDING COSTS	-165,462.95	-213,891.59	-48,428.64
1-1278.16	2016/2006 DEF. REFUNDING COSTS	-72,024.99	-79,288.11	-7,263.12
1-1279.16	2016 PREPAID BOND INSURANCE	-8,257.54	-9,090.34	-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:		14,666,456.95	15,982,637.21	1,316,180.26
GLCategory: 130 - OTHER LIABILITIES				
1-1300.00	METER DEPOSITS	1,540,756.00	1,458,001.00	-82,755.00
1-1300.01	ACCESS/IMPACT FEES	40,850.00	122,325.00	81,475.00
1-1300.02	ARO DEPOSITS-UB	58,620.00	57,260.00	-1,360.00
Total GLCategory 130 - OTHER LIABILITIES:		1,640,226.00	1,637,586.00	-2,640.00
GLCategory: 135 - DUE TO OTHER FUNDS				
1-1350.02	DUE TO SEWER	491,303.26	12,992,695.38	12,501,392.12
Total GLCategory 135 - DUE TO OTHER FUNDS:		491,303.26	12,992,695.38	12,501,392.12
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 **:		21,138,748.79	34,634,729.89	13,495,981.10
Total Liability:		21,138,748.79	34,634,729.89	13,495,981.10
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
1-1900.00	CONTRIBUTED SURPLUS	72,381,215.27	76,338,107.29	-3,956,892.02
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	121,944,776.98	4,718,333.02
Total ** EQUITY **:		126,663,110.00	121,944,776.98	4,718,333.02
Total Beginning Equity:		126,663,110.00	121,944,776.98	4,718,333.02
Total Revenue		22,393,512.59	19,660,562.68	2,732,949.91
Total Expense		16,077,431.08	14,570,780.38	-1,506,650.70
Revenues Over/(Under) Expenses		6,316,081.51	5,089,782.30	1,226,299.21
Total Equity and Current Surplus (Deficit):		132,979,191.51	127,034,559.28	5,944,632.23
Total Liabilities, Equity and Current Surplus (Deficit):		154,117,940.30	161,669,289.17	-7,551,348.87

***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 05/31/2026

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	5,088,048.85	1,772,552.43	3,315,496.42
Total GLCategory 010 - CASH-DEMAND DEPOSITS:		5,088,198.85	1,772,702.43	3,315,496.42
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	3,000,000.00	3,000,000.00	0.00
2-0215.05	INVESTMENT-O&M	2,001,293.05	3,000,000.00	-998,706.95
2-0215.06	INVESTMENT-O&M	2,643,844.34	2,546,804.85	97,039.49
2-0215.34	INVESTMENT-O&M	2,000,000.00	2,000,000.00	0.00
Total GLCategory 020 - INVESTMENTS:		22,451,568.98	22,129,646.54	321,922.44
GLCategory: 030 - ACCOUNTS RECEIVABLE				
2-0300.00	ACCTS REC-CUSTOMERS	1,884,795.73	1,603,298.36	281,497.37
2-0300.05	ACCTS REC-OTHER	72,639.82	185,236.84	-112,597.02
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	-460,164.34	-402,838.17	-57,326.17
Total GLCategory 030 - ACCOUNTS RECEIVABLE:		2,341,071.21	2,208,588.73	132,482.48
GLCategory: 035 - DUE FROM OTHER FUNDS				
2-0350.01	DUE FROM WATER	491,303.26	12,992,695.38	-12,501,392.12
Total GLCategory 035 - DUE FROM OTHER FUNDS:		491,303.26	12,992,695.38	-12,501,392.12
GLCategory: 040 - OTHER CURRENT ASSETS				
2-0400.00	ACCRUED INTEREST	143,000.00	148,000.00	-5,000.00
2-0400.05	PREPAID-WORKMANS COMP	33,501.53	22,495.68	11,005.85
2-0400.10	PREPAID-INSURANCE	79,438.05	81,368.60	-1,930.55
2-0400.15	PREPAID-MAINT CONTRACT	34,886.85	27,165.59	7,721.26
Total GLCategory 040 - OTHER CURRENT ASSETS:		290,826.43	279,029.87	11,796.56
GLCategory: 050 - RESTRICTED FUNDS				
2-0501.00	DEPRECIATION MONEY FUND	548,250.94	255,405.06	292,845.88
2-0502.00	ACCESS/IMPACT FEES-SIMMONS	650,184.79	1,795,741.08	-1,145,556.29
2-0516.14	REGIONS BANK - DEBT - 2016	884,017.32	856,304.12	27,713.20
2-0524.14	ADFA - DEBT - 2024	1,651.36	862.11	789.25
Total GLCategory 050 - RESTRICTED FUNDS:		2,084,104.41	2,908,312.37	-824,207.96
GLCategory: 060 - INVENTORY				
2-0600.00	INVENTORY	177,384.08	168,336.99	9,047.09
Total GLCategory 060 - INVENTORY:		177,384.08	168,336.99	9,047.09
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
2-0800.00	OFFICE EQUIPMENT	747,099.20	694,252.27	52,846.93
2-0800.01	VEHICLES	2,580,425.80	2,419,675.41	160,750.39
2-0800.02	SHOP EQUIPMENT & TOOLS	54,710.97	54,710.97	0.00
2-0800.03	FIELD EQUIPMENT	2,217,499.03	1,767,080.34	450,418.69
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	1,163,399.28	1,141,899.28	21,500.00
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	71,805,971.37	115,760.90
2-0800.19	SEWER REHAB.	20,286,066.10	10,398,743.76	9,887,322.34
2-0800.20	CONTRIBUTED SEWER SYSTEM	59,679,656.06	57,813,710.92	1,865,945.14

Balance Sheet

As Of 05/31/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
2-0800.25	CONSTRUCTION IN PROGRESS	31,042,104.63	23,756,221.52	7,285,883.11
2-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-551,092.21	-500,851.82	-50,240.39
2-0800.51	ACCM DEPR-VEHICLES	-1,563,014.45	-1,227,505.68	-335,508.77
2-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-54,449.87	-53,729.41	-720.46
2-0800.53	ACCM DEPR-FIELD EQUIPMENT	-1,394,940.77	-1,263,285.47	-131,655.30
2-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-61,599.56	-63,366.13	1,766.57
2-0800.58	ACCM DEPR-WATER METERS	-1,383,709.08	-1,532,220.29	148,511.21
2-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,663,337.21	-1,573,887.33	-89,449.88
2-0800.66	ACCM DEPR-SEWER SYSTEM	-23,034,923.41	-21,919,456.11	-1,115,467.30
2-0800.69	ACCM DEPR-BLDG 2ND PECAN	-11,186.38	-11,185.20	-1.18
2-0800.70	ACCM DEPR-POLL. CONTROL	-39,699,192.76	-36,911,514.98	-2,787,677.78
2-0800.71	ACCM DEPR-SEWER REHAB	-2,089,091.21	-1,699,872.01	-389,219.20
2-0800.80	ACCM DEPR-CONTRIBUTED SEWER SYSTEI	-15,399,023.07	-14,209,579.03	-1,189,444.04
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		167,056,691.71	147,861,641.08	19,195,050.63
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	-58,557.00	-38,481.00	-20,076.00
2-0810.52	ACCM AMORT-ROU SUBSCRIPTION ASSET	-862,713.00	-700,581.00	-162,132.00
Total GLCategory 081 - INTANGIBLE ASSETS:		273,892.00	456,100.00	-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**:		201,582,542.92	192,342,867.93	9,239,674.99
Total Assets:		201,582,542.92	192,342,867.93	9,239,674.99
Liability				
** LIABILITIES & DEFERRED INFLOWS **				
GLCategory: 100 - ACCOUNTS PAYABLE				
2-1100.00	ACCOUNTS PAYABLE-TRADE	1,161,878.04	723,031.41	-438,846.63
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	8,362.10	0.00	-8,362.10
2-1109.01	MISC PAYROLL DEDUCTIONS	-2,236.27	-2,258.97	-22.70
2-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	-581.31	8,511.45	9,092.76
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,167,422.56	727,297.48	-440,125.08
GLCategory: 120 - ACCRUED LIABILITIES				
2-1200.60	WAGES PAYABLE	147,449.61	140,677.55	-6,772.06
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	-1,710.36	-1,710.36
2-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	0.00	29,518.55	29,518.55
2-1200.82	ROU SUBSCRIPTION LIABILITY	146,608.50	224,633.50	78,025.00
2-1258.16	2016 BOND PREMIUM	322,568.46	433,163.34	110,594.88
2-1278.16	2016/2007 DEF. REFUNDING GAIN	112,624.12	151,238.44	38,614.32
2-1279.16	2016 PREPAID BOND INSURANCE	-4,470.69	-6,048.93	-1,578.24
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	18,084,279.62	3,710,947.27	-14,373,332.35
Total GLCategory 120 - ACCRUED LIABILITIES:		22,433,065.62	9,672,522.83	-12,760,542.79
GLCategory: 130 - OTHER LIABILITIES				
2-1101.02	FSA WITHHOLDING	0.00	189.30	189.30
2-1300.01	ACCESS/IMPACT FEES	44,920.00	224,910.00	179,990.00
2-1300.02	ARO DEPOSITS-UB	325.00	1,400.00	1,075.00
Total GLCategory 130 - OTHER LIABILITIES:		45,245.00	226,499.30	181,254.30
GLCategory: 135 - DUE TO OTHER FUNDS				
2-1350.01	DUE TO WATER	0.00	12,773,278.97	12,773,278.97
Total GLCategory 135 - DUE TO OTHER FUNDS:		0.00	12,773,278.97	12,773,278.97

Balance Sheet

As Of 05/31/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
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 **:		27,398,988.52	27,139,997.02	-258,991.50
Total Liability:		27,398,988.52	27,139,997.02	-258,991.50
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
2-1900.00	CONTRIBUTED SURPLUS	62,539,521.03	64,816,357.87	-2,276,836.84
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	156,560,972.16	7,954,883.96
Total ** EQUITY **:		164,515,856.12	156,560,972.16	7,954,883.96
Total Beginning Equity:		164,515,856.12	156,560,972.16	7,954,883.96
Total Revenue		24,903,885.32	22,402,562.43	2,501,322.89
Total Expense		15,236,187.04	13,748,249.67	-1,487,937.37
Revenues Over/(Under) Expenses		9,667,698.28	8,654,312.76	1,013,385.52
Total Equity and Current Surplus (Deficit):		174,183,554.40	165,215,284.92	8,968,269.48
Total Liabilities, Equity and Current Surplus (Deficit):		201,582,542.92	192,355,281.94	9,227,260.98

***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
MAY 2026**

CASH RECEIPTS	\$1,533,151.31
ACCTS RECEIVABLE OTHER	\$254,336.07
METER DEPOSITS	\$3,445.50
LATE FEES AND CHARGES	\$44,730.06
NEW CUSTOMER FEES	\$5,562.74
MISCELLANEOUS	\$9,810.06
UNAPPLIED CREDITS	\$3,477.33
TRASH	\$461,790.75
DEPRECIATION	\$80,509.16
TOTAL	<u>\$2,396,812.98</u>

REVENUE BILLED MAY 2026	CUSTOMERS	CONSUMPTION
RESIDENTIAL	28,865	117,499,200
RESIDENTIAL IRRIG	5,780	21,898,300
COMMERCIAL	3,377	90,911,700
INDUSTRIAL	49	50,050,300
HYDRANTS		
FIRE LINES		
ARO		911,820
LATE FEES AND CHARGES		
SERVICE CHARGE		
NEW CUSTOMER FEES		
TOTAL	<u>38,071</u>	<u>281,271,320</u>

REVENUE BILLED MAY 2025

RESIDENTIAL	28,620	117,965,700
RESIDENTIAL IRRIG	5,631	16,768,300
COMMERCIAL	3,284	80,683,600
INDUSTRIAL	48	41,017,700
HYDRANTS		
FIRE LINES		
ARO		1,413,197
LATE FEES AND CHARGES		
SERVICE CHARGE		
NEW CUSTOMER FEES		
TOTAL	<u>37,583</u>	<u>257,848,497</u>

INCREASE (DECREASE)	\$63,047.24	488	23,422,823
CHANGE FROM 2025	4.0%	1.3%	9.1%

RESIDENTIAL	6.4%	0.9%	-0.4%
RESIDENTIAL IRRIG	31.7%	2.6%	30.6%
COMMERCIAL	9.5%	2.8%	12.7%
INDUSTRIAL	27.7%	2.1%	22.0%
RES/COMM/IND	11.7%	1.3%	9.3%

ARO	-61.1%	-35.5%
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PURCHASE FROM BEAVER WATER DISTRICT		
MAY 2026	\$634,544.82	348,651,000
MAY 2025	\$522,938.79	313,137,000

CITY OF ROGERS METERED CONSUMPTION	
MAY 2026	11,897,600
MAY 2025	5,703,100

**SEWER CASH RECEIPTS
MAY 2026**

CASH RECEIPTS	\$1,777,001.35
ACCTS RECEIVABLE OTHER	\$42,062.50
LATE FEES AND CHARGES	\$60,234.84
NEW CUSTOMER FEES	\$6,263.51
MISCELLANEOUS	\$254.54
DEPRECIATION	\$93,526.39
	<u>\$1,979,343.13</u>
O&M	\$1,885,816.74
DEPRECIATION	\$93,526.39
	<u>\$1,979,343.13</u>

REVENUE BILLED MAY 2026		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$1,099,892.20	24,796	97,563,100
COMMERCIAL	\$412,804.01	2,208	58,726,600
INDUSTRIAL	\$302,048.09	34	47,365,500
ARO	\$45,294.28		
LATE FEES AND CHARGES	\$58,771.52		
NEW CUSTOMER FEES	\$6,420.00		
TOTAL	<u>\$1,925,230.10</u>	<u>27,038</u>	<u>203,655,200</u>

REVENUE BILLED MAY 2025

RESIDENTIAL	\$943,489.22	24,567	98,715,600
COMMERCIAL	\$324,683.26	2,141	52,578,900
INDUSTRIAL	\$215,439.59	33	38,840,200
ARO	\$212,561.78		
LATE FEES AND CHARGES	\$48,410.39		
NEW CUSTOMER FEES	\$7,410.00		
TOTAL	<u>\$1,751,994.24</u>	<u>26,741</u>	<u>190,134,700</u>

INCREASE (DECREASE)	\$173,235.86	297	13,520,500
CHANGE FROM 2025	9.9%	1.1%	7.1%

RESIDENTIAL	16.6%	0.9%	-1.2%
COMMERCIAL	27.1%	3.1%	11.7%
INDUSTRIAL	40.2%	3.0%	21.9%
RES/COMM/IND	22.3%	1.1%	7.1%

ARO	-78.7%
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**ROGERS WATER UTILITIES
SCHEDULE OF FUNDS
May 31, 2026**

	UNRESTRICTED	RESTRICTED					GRAND TOTAL	MAY 2025			Variance
		Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreci- ation	TOTAL RESTRICTED		UNRESTRICTED	TOTAL RESTRICTED	GRAND TOTAL	
WATER											
Petty Cash	\$ 2,125					\$ -	\$ 2,125	\$ 1,625		\$ 1,625	\$ 500
Checking-AP Payroll	425,119					-	425,119	54,683		54,683	370,435
Checking-CC Acct at FNB	669,665					-	669,665	894,301		894,301	(224,636)
Savings-Utility Money Fund	8,974,530					-	8,974,530	9,071,992		9,071,992	(97,462)
Savings-Depr Money Fund					591,071	591,071	591,071		279,372	279,372	311,699
Savings-O&M Money Fund	400,234					-	400,234	621,919		621,919	(221,685)
Access/Impact Fees-Simmons				389,894		389,894	389,894		1,125,878	1,125,878	(735,984)
Investments-CD's	17,433,347	1,442,761			-	1,442,761	18,876,108	15,132,074	1,382,829	16,514,903	2,361,205
Checking-Meter Deposits		196,463				196,463	196,463		115,243	115,243	81,220
Regions Bank-2012 Bonds	-		564,194			564,194	564,194		545,571	545,571	18,623
Regions Bank-2016 Bonds	-		316,612			316,612	316,612		306,590	306,590	10,022
TOTAL WATER	\$ 27,905,019	\$ 1,639,224	\$ 880,807	\$ 389,894	\$ 591,071	\$ 3,500,995	\$ 31,406,014	\$ 25,776,595	\$ 3,755,483	\$ 29,532,077	1,873,937
Minimum Reserves	43.3% 12,086,000	1,540,756	-	-	-	1,540,756	13,626,756			12,162,001	
Total Above Minimums	56.7% \$ 15,819,019	\$ 98,468	\$ 880,807	\$ 389,894	\$ 591,071	\$ 1,960,239	\$ 17,779,258			\$ 17,370,076	
SEWER											
Petty Cash	\$ 150					\$ -	\$ 150	\$ 150		\$ 150	\$ -
Savings-Depr Money Fund					548,251	548,251	548,251		255,405	255,405	292,846
Savings-O&M Money Fund	5,088,049					-	5,088,049	1,772,552		1,772,552	3,315,496
Access/Impact Fees-Simmons				650,185		650,185	650,185		1,795,741	1,795,741	(1,145,556)
Investments-CD's	22,451,569				-	-	22,451,569	22,129,647	-	22,129,647	321,922
ADFA-2024 Bond			1,651			1,651	1,651		862	862	789
Regions Bank-2016 Bonds			884,017			884,017	884,017		856,304	856,304	27,713
TOTAL SEWER	\$ 27,539,768	\$ -	\$ 885,669	\$ 650,185	\$ 548,251	\$ 2,084,104	\$ 29,623,872	\$ 23,902,349	\$ 2,908,312	\$ 26,810,661	2,813,211
Minimum Reserves	33.9% 9,334,000	-	-	-	-	-	9,334,000			9,049,000	
Total Above Minimums	66.1% \$ 18,205,768	\$ -	\$ 885,669	\$ 650,185	\$ 548,251	\$ 2,084,104	\$ 20,289,872			\$ 17,761,661	
GRAND TOTAL	\$ 55,444,787	\$ 1,639,224	\$ 1,766,475	\$ 1,040,078	\$ 1,139,322	\$ 5,585,100	\$ 61,029,886	\$ 49,678,944	\$ 6,663,795	\$ 56,342,739	4,687,148

PURCHASED WATER UNACCOUNTED FOR

MONTH	YEAR	RESIDENTIAL GALLONS	COMMERCIAL GALLONS	INDUSTRIAL GALLONS	HYDRANT	WATER	ARO	MISC USAGE	TOTAL GALLONS	PURCHASED GALLONS	MONTHLY	LAST 12 MOS	LAST 12 MOS	12-MO
					MTR RENTAL GALLONS	LINE BREAK GALLONS	BILLED METERED				UNACCOUNTED FOR WATER	TOTAL GALLONS	PURCHASED GALLONS	ROLLING AVG UNACCOUNTED FOR WATER
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	72,380,200	43,354,400	375,300	-	34,406	1,633,111	224,766,117	276,189,000	18.6%	3,460,998,155	3,823,698,000	9.5%
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%	3,589,673,055	3,957,483,000	9.3%
MAY	26	139,397,500	90,911,700	50,050,300	633,700	47,294	230,826	827,017	282,098,337	348,651,000	19.1%	3,610,141,405	3,992,997,000	9.6%
JUN	26	-	-	-	-	-	-	-	-	-	-	-	-	-
JUL	26	-	-	-	-	-	-	-	-	-	-	-	-	-
AUG	26	-	-	-	-	-	-	-	-	-	-	-	-	-
SEP	26	-	-	-	-	-	-	-	-	-	-	-	-	-
OCT	26	-	-	-	-	-	-	-	-	-	-	-	-	-
NOV	26	-	-	-	-	-	-	-	-	-	-	-	-	-
DEC	26	-	-	-	-	-	-	-	-	-	-	-	-	-

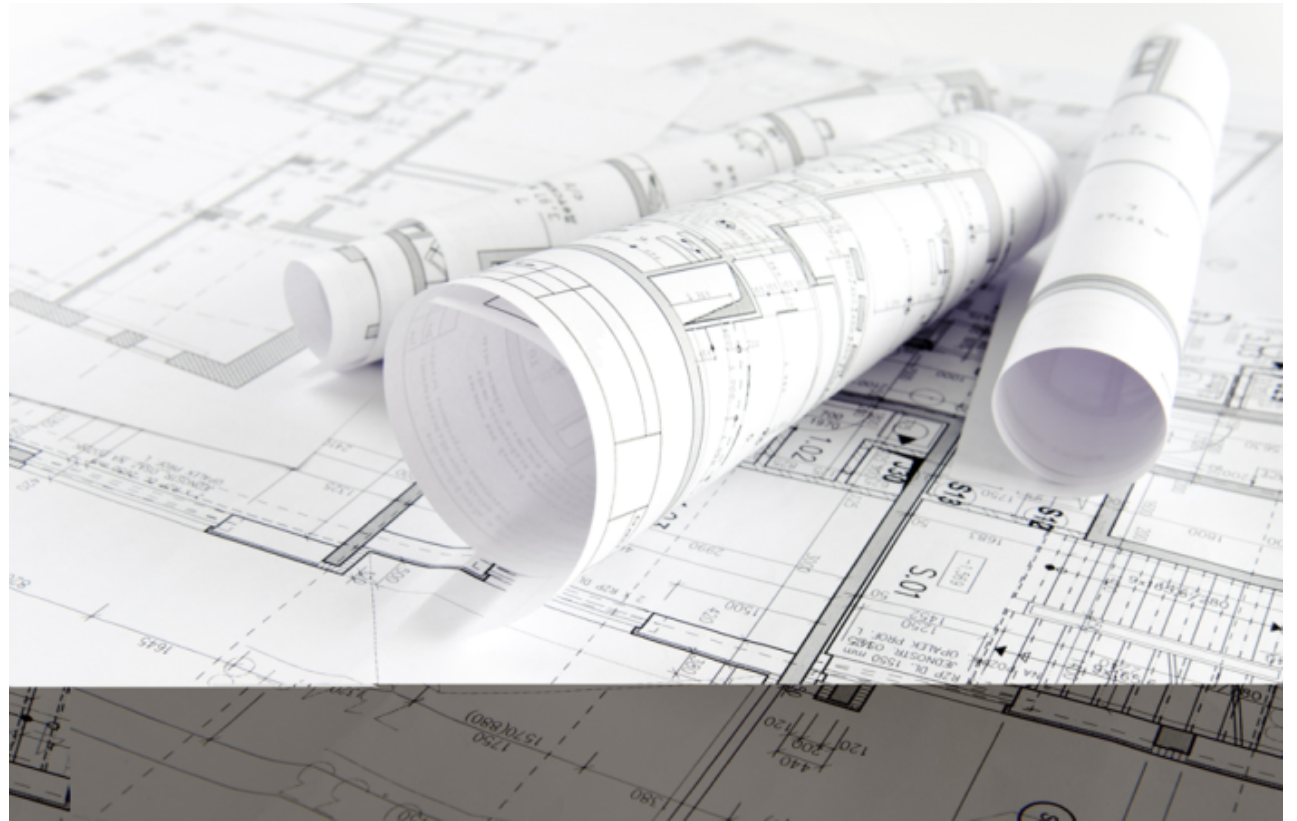
ANNUAL TOTALS

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	607,590,200	389,379,000	216,441,900	2,609,803	433,122	106,580,987		22,377,140	1,345,412,152	1,554,226,000	13.4%

Engineering Report

Brian Sartain, Utility Engineer

6/15/26



RPCF Solids Handling

CROSSLAND HEAVY CONTRACTORS	Rogers Solids Handling 22A09SP				
	Schedule Look Ahead				
	Prepared By: Carter Rice	WE 6.12.26			

RPCF Solids Handling

- Work is continuing to progress, focused on building systems, electrical, HVAC, aerial supports, boiler piping, electrical, conveyance systems, and site paving.
- With all of the vertical construction within the building and various piping and structural supports coming together, the contractor and design team have been working through multiple minor issues and conflicts.



RPCF Solids Handling



Exterior supports for drag link conveyance system from dryer facility to silo



Example of minor conflicts between piping and structural supports

Blossom Way Sewer Rehab

- With a large amount of ground water, pumps have been brought in.
- In order to keep the trail from flooding a ramp was constructed for the pipes crossing.



Blossom Way Sewer Rehab

- Due to the ground water, work has moved to the diversion box.



Chateau Sewer Main Construction

- Progress is commencing with the sewer currently being laid along Chateau Dr.
- The project was initially delayed after the contractor had discovered that a telecommunications company had bored through the existing sewer main near the beginning of the project, causing delays.
- The contractor plans to be out of the residential area by mid-July.



Public GIS Map Showing Proposed Improvements

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 MainStream 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

- None

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
- S. 4th St. Water & Sewer Improvements
- Blossom Way Sewer Lining (Emergency Repair)

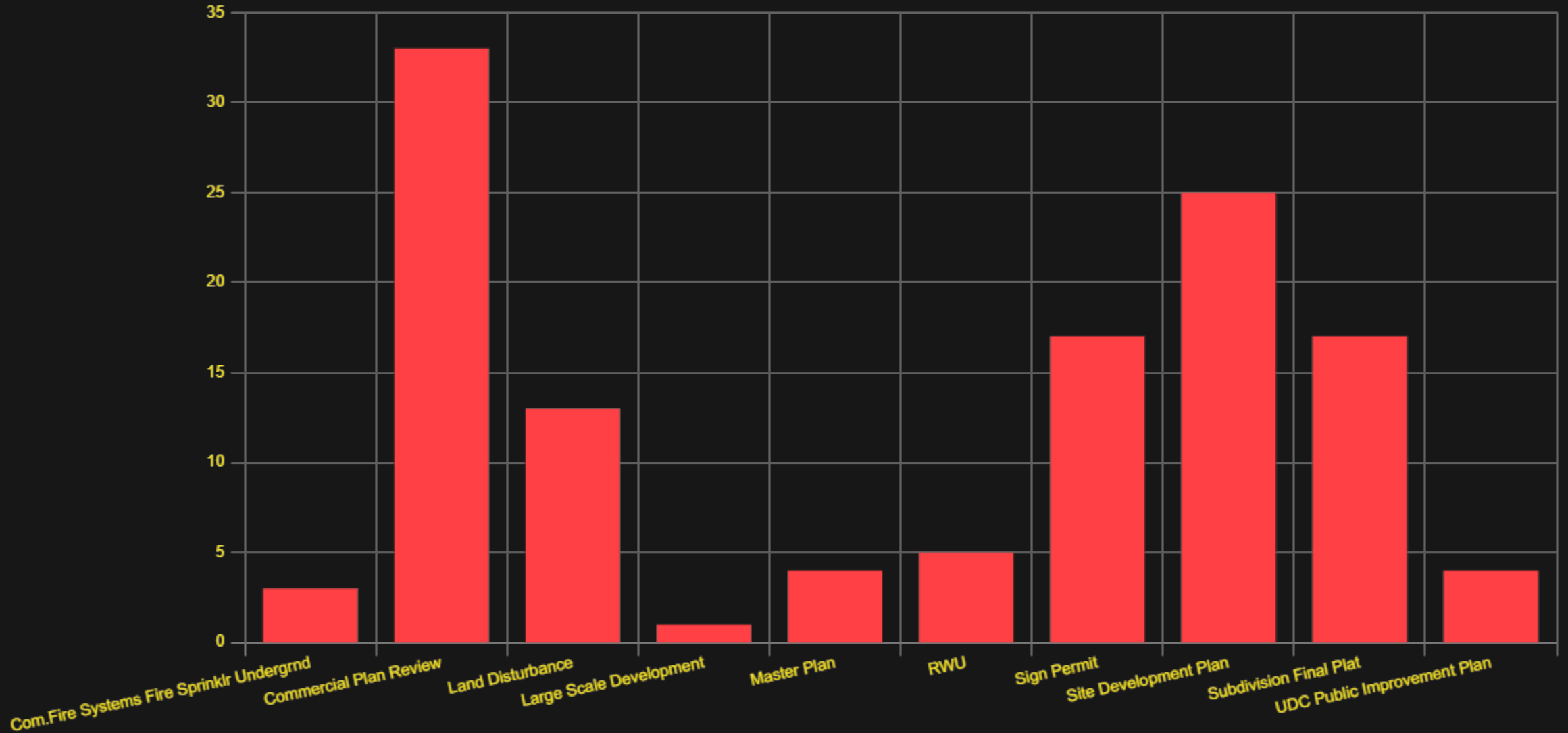
Completed

- 2025 CIPP Sewer Rehab

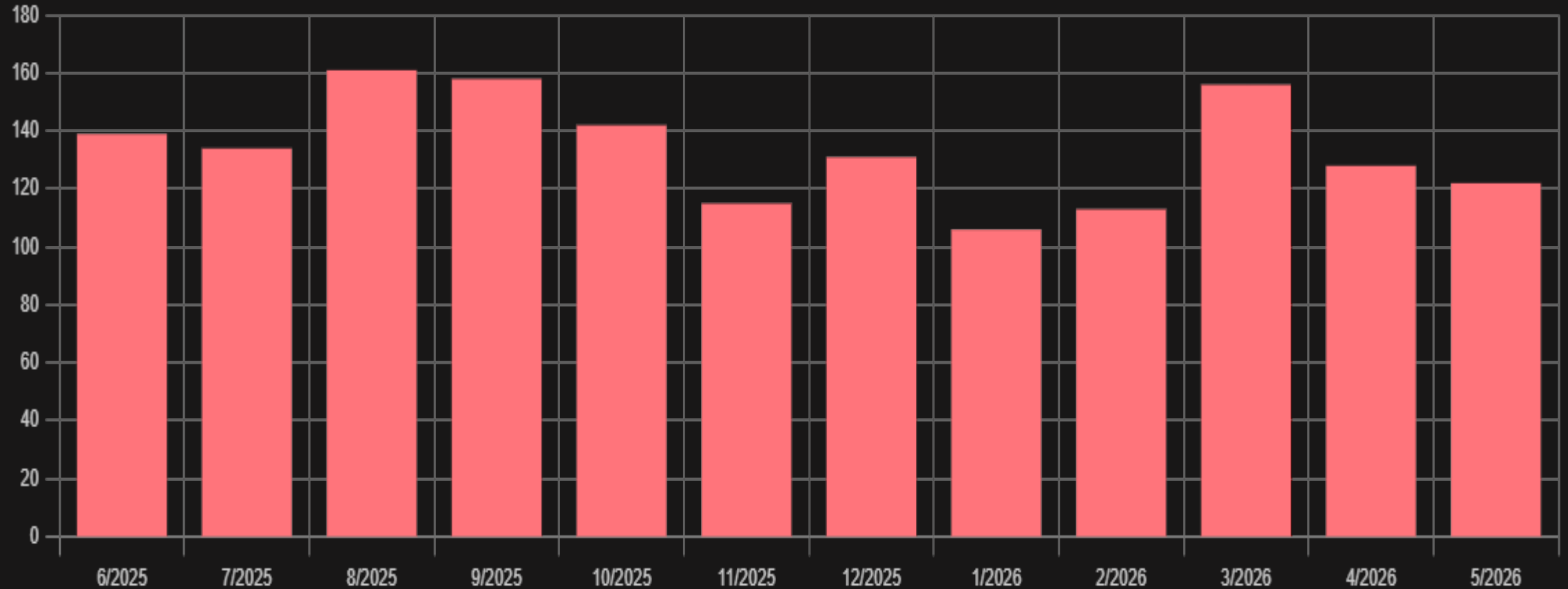


Development Plans – May 2026

Engineering staff reviewed a total of 122 sets of plans.



Development Plan Review Trends – May 2026



Completed RWU Reviews Detail for May, 2026

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	Villas on Turtle Creek	3233 W Wray Dr	5/7/2026 8:19:24AM
Commercial Plan Review	Villas on Turtle Creek	3100 W Wray Dr	5/7/2026 8:20:15AM
Commercial Plan Review	Posh Pilates Infill	2530 S Pinnacle Hills Pkwy #103	5/1/2026 3:59:36PM
Commercial Plan Review	Flytimer Continental Cigar Lounge	316 S 1st St	5/4/2026 1:44:00PM
Commercial Plan Review	Mattel Remodel	5100 W JB Hunt Dr #920	5/4/2026 11:39:41AM
Commercial Plan Review	Eskay Office TI	2101 S 31st St #104	5/4/2026 4:10:33PM
Commercial Plan Review	559 n 13th	559 N 13TH ST	5/5/2026 8:55:00AM
Commercial Plan Review	Smuckers Office Renovation	600 S 52nd St	5/7/2026 8:38:43AM
Commercial Plan Review	3-0415 McDonald's Plan Review	1609 W New Hope Rd	5/7/2026 11:45:17AM
Commercial Plan Review	Fields Lot 2 Trash Enclosure	5505 W Northgate Rd	5/11/2026 11:54:16AM
Commercial Plan Review	Iglesia Pentecostes Pueblo De Dios	1107 W Elm St	5/11/2026 2:07:45PM
Commercial Plan Review	FNB of NWA 2- Story	303 S ARKANSAS ST	5/11/2026 2:02:19PM
Commercial Plan Review	615 W Walnut St	615 W Walnut St	5/12/2026 8:02:14AM
Commercial Plan Review	Poplar Mancia	803 W POPLAR ST	5/13/2026 1:08:32PM
Commercial Plan Review	Frisco Station Mall Theater floor Infill	100 N DIXIELAND RD	5/13/2026 1:10:58PM
Commercial Plan Review	Sports Academy	4129 S 26TH ST	5/13/2026 1:15:01PM
Commercial Plan Review	Highlands Building at Pinnacle Hills	4255 W HIGHLANDS ONCOLOGY BLVD	5/27/2026 4:17:42PM
Commercial Plan Review	Flytimer Continental Cigar Lounge	316 S 1st St	5/14/2026 4:08:27PM
Commercial Plan Review	Home Depot 8445 Rogers Arkansas Tool Rental Center Remod	1701 S 46th St	5/14/2026 4:14:18PM
Commercial Plan Review	White box finish only (Izmora Jewelry)	1803 S 46th St #111	5/15/2026 9:26:01AM
Commercial Plan Review	Arvest DTR ATM Phase 3	201 W Walnut St	5/15/2026 9:44:49AM
Commercial Plan Review	Rogers Walmart #5260 Remodel	4208 S Pleasant Crossing Blvd	5/19/2026 9:53:02AM
Commercial Plan Review	Plumbing Supply Remodel @ 1303 W Walnut	1303 W Walnut St	5/19/2026 10:24:02AM
Commercial Plan Review	Poplar Mancia	803 W POPLAR ST	5/19/2026 1:01:50PM
Commercial Plan Review	Madewell - Pinnacle Hills Promenade	2203 S Promenade Blvd #2150	5/26/2026 8:37:27AM
Commercial Plan Review	Rogers Old Post Office Renovation	120 W POPLAR ST	5/26/2026 1:22:50PM
Commercial Plan Review	FNB of NWA 2- Story	303 S ARKANSAS ST	5/26/2026 9:45:36AM
Commercial Plan Review	Rogers Restaurant	1715 S 46th St	5/26/2026 9:56:14AM
Commercial Plan Review	PCC	3 S Clubhouse Dr	5/26/2026 10:09:15AM
Commercial Plan Review	Humane Society Spay & Neuter Clinic	409 E Nursery Rd	5/26/2026 2:22:53PM
Commercial Plan Review	ASAP Imaging	609 N 46th St	5/27/2026 1:40:39PM
Commercial Plan Review	New Heights Church	2125 W New Hope Rd	5/28/2026 2:38:06PM
Commercial Plan Review	Tesla Center Trash Enclosure	701 W Hudson Rd	5/28/2026 2:49:32PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Site Development Plan	Rogers Facilities Maintenance Building	2300 N ARKANSAS ST	5/4/2026 11:36:03AM
Site Development Plan	Locust St Apartments	430 E LOCUST ST	5/5/2026 3:26:58PM
Site Development Plan	West Oak Development	4505 W OAK ST	5/4/2026 1:41:46PM
Site Development Plan	WCT Stoney Brook	6800 W PRICE ALLEY DR	5/12/2026 8:59:46AM
Site Development Plan	Goad Springs Commercial Ph.1	6507 N GOAD SPRINGS ST	5/11/2026 10:55:56AM
Site Development Plan	Metaphase Development	4255 W HIGHLANDS ONCOLOGY BLVD	5/12/2026 11:43:59AM
Site Development Plan	The Grove Retail - Lot 3	02-21541-000	5/12/2026 10:23:26AM
Site Development Plan	Synchros Coffee	W New Hope Road, Parcel Number 02-13147-000	5/13/2026 1:53:57PM
Site Development Plan	Carbon Hill	504 S B ST	5/22/2026 9:35:15AM
Site Development Plan	Humane Society Spay & Neuter Clinic	405 E Nursery Rd, Rogers, AR 72758	5/14/2026 1:07:20PM
Site Development Plan	Rogers Flex Warehouse SDP/PIP	Parcel 02-16546-000	5/14/2026 8:27:36AM
Site Development Plan	The Grove Retail	1771 W PLEASANT GROVE RD	5/18/2026 9:07:20AM
Site Development Plan	Olive Street Townhomes	1606 W OLIVE ST	5/14/2026 1:45:32PM
Site Development Plan	O'Brien Ready Mix	W Bekaert Dr	5/15/2026 11:54:24AM
Site Development Plan	Massco Dental Expansion	1506 N 2ND ST	5/19/2026 2:19:51PM
Site Development Plan	Locust St Apartments	430 E LOCUST ST	5/22/2026 3:29:41PM
Site Development Plan	Rogers Facilities Maintenance Building	2300 N ARKANSAS ST	5/29/2026 9:46:53AM
Site Development Plan	Prestwick	2430 S 26TH ST	5/28/2026 1:12:40PM
Site Development Plan	Froud Warehouse	W Bekaert Dr	5/22/2026 2:07:19PM
Site Development Plan	3505 S 55th St	3505 S 55TH ST	5/22/2026 10:25:00AM
Site Development Plan	The Grove Retail	1771 W PLEASANT GROVE RD	5/21/2026 4:00:52PM
Site Development Plan	Pope Rd Subdivision PIP	Parcel 02-01671-129	5/29/2026 3:49:01PM
Site Development Plan	Artemis Apartments Phase 1 SDP/PIP	4199 W NEW HOPE RD	5/29/2026 10:12:30AM
Site Development Plan	S. 47th Street & Utility Main Extension PIP	Parcel No. 02-00861-047 - S. 47th Street Extension t	5/29/2026 11:50:59AM
Site Development Plan	Rainbow Road Townhomes	2211 S RAINBOW RD	5/29/2026 3:53:32PM
Sign Permit	Community America Credit Union	1205 W WALNUT ST	5/1/2026 2:37:15PM
Sign Permit	Salon Fifty Four	1800 S 52ND ST	5/1/2026 2:43:46PM
Sign Permit	Rogers High School Efurd Park	2300 S DIXIELAND RD	5/4/2026 11:20:13AM
Sign Permit	MREG Monument N 46th	529 N 46TH ST	5/4/2026 11:34:28AM
Sign Permit	Ascend Wellness	3608 W SOUTHERN HILLS BLVD	5/4/2026 1:45:07PM
Sign Permit	Valley Harvest CCC face replace	3169 W WALNUT ST	5/8/2026 3:22:48PM
Sign Permit	Made Market	6361 S OLDRIDGE PL	5/8/2026 3:23:35PM
Sign Permit	Home Depot Rental	1701 S 46TH ST	5/8/2026 3:24:30PM
Sign Permit	Freedom Worship Center	1215 W. Walnut St.	5/13/2026 12:59:36PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Sign Permit	Rhone Theory	3301 S MARKET ST	5/13/2026 1:00:21PM
Sign Permit	Community America Credit Union	1205 W WALNUT ST	5/13/2026 3:27:53PM
Sign Permit	Pinnacle Chiropractic & Wellness	800 S 52nd St	5/14/2026 4:02:33PM
Sign Permit	Mcgraw Realtor	203 W WOOD ST	5/19/2026 9:54:08AM
Sign Permit	Walnut Commons	202 S 24TH ST	5/19/2026 10:27:30AM
Sign Permit	MREG Monument N 46th	529 N 46TH ST	5/26/2026 1:53:34PM
Sign Permit	Paws N Rec Rogers	109 E NEW HOPE RD	5/27/2026 1:05:20PM
Sign Permit	Top Rail Fences	106 W OLIVE ST	5/27/2026 1:09:45PM
Subdivision Final Plat	Kristene Nelson Property Line Adjustment	3501 S POPE RD	5/8/2026 4:26:58PM
Subdivision Final Plat	26-1144 Harris Lot Combo	3320 W PAWNEE RD	5/7/2026 1:41:50PM
Subdivision Final Plat	S Promenade Blvd. Tract Split	303 S PROMENADE BLVD	5/6/2026 3:10:27PM
Subdivision Final Plat	Brandl Champions LLA	26 S MISSION HILLS CIR	5/15/2026 8:57:54AM
Subdivision Final Plat	Loki LLA Lot Combo & Adj	1903 S 1ST ST	5/15/2026 8:40:38AM
Subdivision Final Plat	Obrien Lot Split Plat	Parcel #02-10580-009	5/13/2026 11:28:12AM
Subdivision Final Plat	701 S. Brookside Ct. Setback and ESMT Plat	701 S BROOKSIDE CT	5/21/2026 2:27:04PM
Subdivision Final Plat	3219 W. Seneca Rd	3219 W SENECA RD	5/15/2026 2:25:05PM
Subdivision Final Plat	26-1106 Diaz Lot Combo (Nunez)	1014 S J ST	5/15/2026 2:32:16PM
Subdivision Final Plat	Kristene Nelson Property Line Adjustment	3501 S POPE RD	5/28/2026 9:15:47AM
Subdivision Final Plat	Tobi Harrell Easement Release	5411 S TURNBERRY RD	5/13/2026 1:43:23PM
Subdivision Final Plat	John Coulter Lot Split	1207 W SUNSET DR	5/28/2026 1:22:33PM
Subdivision Final Plat	28 W Champions ER	28 W CHAMPIONS BLVD	5/21/2026 2:46:48PM
Subdivision Final Plat	Park 5 Final Plat Ph 2	parcel 02-14173-890	5/21/2026 2:41:19PM
Subdivision Final Plat	Crescent View Phase III	W Shores Ave	5/21/2026 2:15:46PM
Subdivision Final Plat	Blevins Property Line Adjustment	1816 S 8TH ST	5/27/2026 4:58:36PM
Land Disturbance	Collier & Associates Bellview Office - Grading Permit	5593 S BELLVIEW RD	5/7/2026 8:27:50AM
Land Disturbance	rbarker@bblbuildingco.com	4010 W LANGMEAD DR	5/1/2026 2:21:33PM
Land Disturbance	rbarker@bblbuildingco.com	4022 W LANGMEAD DR	5/1/2026 2:25:54PM
Land Disturbance	rbarker@bblbuildingco.com	4026 W LANGMEAD DR	5/1/2026 2:28:54PM
Land Disturbance	Arvest DTR ATM Phase 3	201 W WALNUT ST	5/5/2026 11:12:21AM
Land Disturbance	Pinnacle Springs Townhomes	02-19287-002	5/13/2026 12:58:15PM
Land Disturbance	starts@buffingtonhomesar.com	1509 W CHANDLER AVE	5/14/2026 4:00:22PM
Land Disturbance	starts@buffingtonhomesar.com	1504 W CHANDLER AVE	5/14/2026 3:58:29PM
Land Disturbance	PCCA Temporary Campus @ IBC	2555 S 26TH ST	5/19/2026 10:42:52AM
Land Disturbance	starts@buffingtonhomesar.com	3111 S. 15th Street	5/14/2026 4:00:53PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Land Disturbance	starts@buffingtonhomesar.com	3103 S 16TH ST	5/14/2026 4:01:15PM
Land Disturbance	starts@buffingtonhomesar.com	3105 S. 16th Street	5/14/2026 4:01:39PM
Land Disturbance	119 N 11th Street Carport	1119 N 11TH ST	5/19/2026 10:43:40AM
RWU	2800 Hudson Low Pressure Sewer Revision	W BEKAERT DR	5/4/2026 2:35:02PM
RWU	Dearhurst Waterline	7 DEARHURST RD	5/5/2026 10:39:44AM
RWU	Concord Commons Commercial	Parcel 12-00311-000 Between Dixieland, Pleasant Cr	5/6/2026 8:50:15AM
RWU	Concord Street Lowell Ar	W PLEASANT GROVE RD/CONCORD ST	5/8/2026 11:31:47AM
RWU	Sanitary Sewer Improvements - Chateau Terrace/Country Club	105 S RIFE DR	5/14/2026 1:57:43PM
Master Plan	Argento at Venture Park	5972 W VENTURE PARK BLVD	5/13/2026 8:02:00AM
Master Plan	Praedium Rogers	4801 S CHAMPIONS DR	5/15/2026 3:03:29PM
Master Plan	Academica	02-14356-001	5/15/2026 3:05:23PM
Master Plan	Home Depot Expansion	1701 S 46TH ST	5/22/2026 1:57:43PM
UDC Public Improvement Plan	Pinnacle Springs Townhomes	Parcel #02-19287-002	5/14/2026 8:23:39AM
UDC Public Improvement Plan	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	5/11/2026 1:22:09PM
UDC Public Improvement Plan	Bellview Development	5320 S BELLVIEW RD	5/28/2026 1:14:13PM
UDC Public Improvement Plan	Pinnacle Springs Townhomes	Parcel #02-19287-002	5/22/2026 9:56:10AM
Com.Fire Systems Fire Sprinklr Undergrr	Villas on Turtle Creek	301 S 34th St	5/1/2026 1:58:31PM
Com.Fire Systems Fire Sprinklr Undergrr	Villas on Turtle Creek	301 S 34th St	5/8/2026 11:05:37AM
Com.Fire Systems Fire Sprinklr Undergrr	Sanders Supply	990 W EASY ST	5/19/2026 2:34:12PM
Large Scale Development	The Fields at Pinnacle Mixed Use Development	5401 W NORTHGATE RD	5/29/2026 8:58:44AM

Rogers Pollution Control DMR Summary

2026

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	6.88	11.45	17.40	8.20	9.95							
Phosphorus 30 Day Mo Avg mg/l	1	0.10	0.16	0.18	0.12	0.12							
Phosphorus Max 7 day Avg mg/l	2	0.18	0.38	0.35	0.12	0.22							
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751					61.6							
Total Suspended Solids Mo Avg	15					0.8							
Total Suspended Solids 7 day Avg	23					1.1							
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	146.2	80.4	299.7	76.9								
Total Suspended Solids Mo Avg	20	2.2	1.1	2.9	0.9								
Total Suspended Solids 7 day Avg	30	5.1	1.5	5.0	1.6								
April	Limits												
Ammonia lbs/day Mo Avg	234				<16.00								
Ammonia Mo Avg mg/l	2.0				<.18								
Ammonia max 7 day Avg mg/l	4.5				<.32								
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175					<55.20							
Ammonia Mo Avg mg/l	1.5					<.58							
Ammonia max 7 day Avg mg/l	2.3					<1.09							
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	<22.37	<32.38	<144.31									
Ammonia Mo Avg mg/l	3.0	<.35	<0.47	<1.28									
Ammonia max 7 day Avg mg/l	4.5	<.45	0.94	3.07									
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168					111.1							
CBOD Mo Avg mg/l	10					1.30							
CBOD Max 7 day Avg. mg/l	15					1.60							
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	125.7	139.7	268.3	117.2								
CBOD Mo Avg mg/l	15	1.9	2.0	2.7	1.4								
CBOD Max 7 day Avg. mg/l	23	2.9	2.2	5.0	1.6								



FOG Inspection Report Monthly Summary for May 2026

- 33 known pumping services occurred this month.
 - 3 new food truck owners want to get a permit in Rogers. 2 out of the 3 trucks plan to serve drinks (no dairy) that won't require pretreatment. Conditions will be needed in case changes occur to their menu or we notice blockages where they discharge their wastewater.
 - The new pumps have been installed at the memory care facility. They no longer have to manually turn the pumps on to discharge their wastewater to the sanitary sewer.
 - Andy's off walnut has added an additional riser to their green plastic lids. This will keep the lids properly secured and debris from covering the lids. 2 new interceptors and sampling ports are being installed at a new strip center South of Academy Sports. The interceptors are only for the exterior lease spaces. Any food service establishment that plans to occupy the middle spaces will need to install their own interceptor and sampling port.
 - I am still compiling all the FOG data needed for the new FOG software.
 - All other inspections were normal with nothing to report or correct.
-
- Paul Burns and I collected Control monitor sampling at Tyson Chicken Quick and Glad Manufacturing.
 - A monthly Oil and Grease sample was also collected at the pollution Control Facility.

Amber Owens

F.O.G. Inspector

Rogers Pollution Control Facility

(479) 273-7378 Ext. 6554



Monthly Summary of Industrial Pretreatment Activities May 2026

# of industrial control monitoring activities:	2
Industries control monitored:	Tyson Chicken Quick, Glad
# of self monitoring reports processed:	9
# of industrial inspection activities:	0
Industries inspected:	na
# of short site visits:	2
Industries visited:	Ozark Mt Poultry, Tyson Chicken Quick
# of Notices of Violation:	0
Notices of Violation:	na

Surcharges April 2026 issued in May 2026

User Name	Monthly Flow MG	TSS ppm	TSS \$ Charge	CBOD ppm	CBOD \$ Charge	TNitro ppm	TNitro \$ Charge	TPhos ppm	TPhos \$ Charge	Total \$ Charge
Ozark Mt Poultry	3.702084	38.2	0	692.5	2280.92	160	3211.04	2.12	0	5491.96
SE Poultry	3.492471	68.0	0	466.67	1165.1	84.67	1273.91	3.03	0	2439.01
Tyson CnQ	11.789000	280.4	1264.79	590.45	5758.37	25.33	0	4.45	258.38	7281.54
Tyson of Rogers	8.232455	38.3	0	101	0	118.67	4870.37	3.89	0	4870.37
WestRock	0.075282	9.33	0	750	51.8	27.4	0	0.04	0	51.8
Glad										
<i>Comments:</i>									Sum \$	20,134.68
<i>Glad only surcharged per quarter</i>										

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

Pollutant	TSS	CBOD	TN	TPhos
mg/L threshold	200	200	30.0	4.00
\$ per pound	0.16	0.15	0.80	5.84

The total amount surcharged for results submitted during the 2025 – 2026 budget year is \$254,817.21 (User data submitted for 10 months).

OMP started using their new pretreatment system Thursday May 7th. By the 14th all the new equipment was operation. The aeration volume went from 100,000 gallons to 230,000 gallons (plus a surge tank of 100,000 gallons before the aeration tanks that has some aeration capability). Based on two recent samples, OMP's average CBOD has dropped from 750 to 75 mg/L. The Total Nitrogen has dropped from 182 to 75 mg/L.

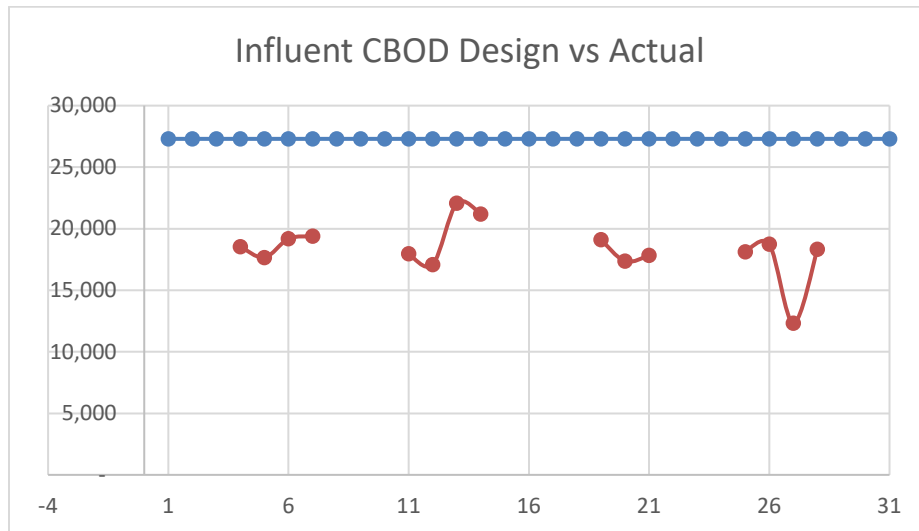
Report prepared by Paul Burns, Pretreatment Coordinator

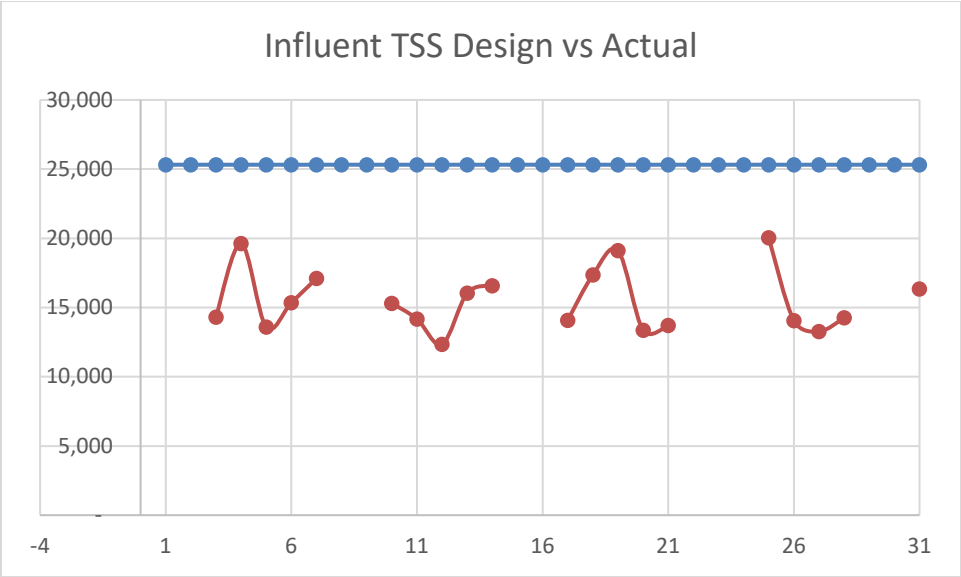
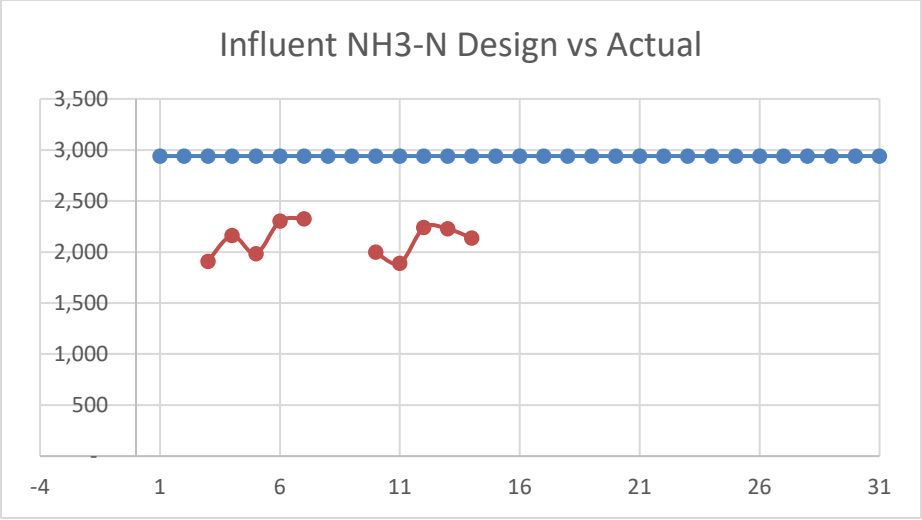
Pollution Control Facility Significant Events

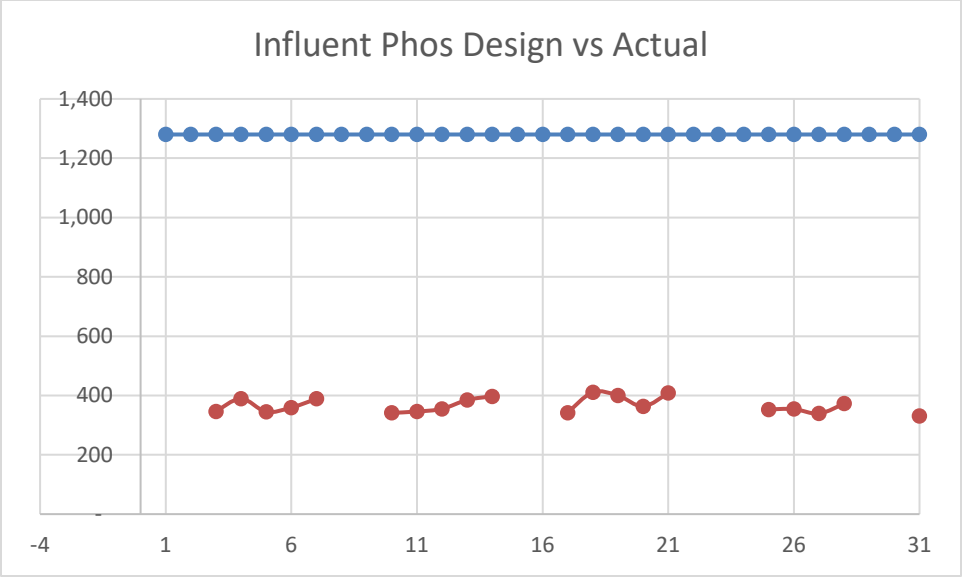
May 2026

1. Work is continuing with our Solids Handling project as well as the SCADA redeployment project.
2. I attended a biosolids and residuals conference in Kansas City to give a presentation on the current dryer project and get some continuing education credits.
3. Due to the water temp, we could not meet the DO discharge minimum.
4. We treated 336.4 MG in May. $31 \times 9 \text{ MGD} = 279 \text{ MG}$. So we treated about 57.4 MG of rainwater. The avg daily flow for the month was 10.9 MGD. These flows included 3.04" of rain over 10 events. The historical average rainfall for May is 5.92".

Plant loading data









**PROFESSIONAL SERVICES AGREEMENT – TASK ORDER
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2)**

This AGREEMENT is made as of _____, 2026, by and between Rogers Water Utilities (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the construction, design, operation and maintenance of its facilities. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit A**.

1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General. The Basic Services will be specifically defined in each Task Order(s), but may include some or all of the following tasks listed in this Section 2.

2.1.1 Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services identified in the Task Order(s).

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Concept Development

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish review copies of the Report to OWNER as stated in the Task Order(s).

2.3 Schematic Design Services

2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the alternative solutions available to OWNER; the schematic design shall include schematic layouts, sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish copies of the above schematic documents and cost opinion as stated in the Task Order(s).

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish final copies of the revised schematic design documents to the OWNER as stated in the Task Order(s).

2.4 Preliminary Design Services

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish approval copies of the above preliminary design documents and revised cost opinion as stated in the Task Order(s).

2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish the final Bid Documents as stated in the Task Order(s).

2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.

2.7.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Services

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The Additional Services of Engineer, if any, will be specifically defined in each written amendment or change order authorization in accordance with Section 7.4 or Task Order(s), but may include some or all of the following tasks listed in this Section 3. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by

ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s') failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to OWNER'S requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.
- 4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.
- 4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.
- 4.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.
- 4.12 OWNER acknowledges that it may be subject to applicable public records, open records, freedom of information, or similar laws. In the event OWNER receives a request for records that include ENGINEER's documents, data, reports, drawings, specifications, communications, or other work product, OWNER shall, to the extent permitted by applicable law, provide ENGINEER with prompt notice of such request prior to release.

ENGINEER may identify portions of the requested materials that ENGINEER reasonably believes are exempt from disclosure under applicable law, including but not limited to proprietary information, trade

secrets, security-sensitive information, critical infrastructure information, or information otherwise protected from disclosure by law.

OWNER shall consider ENGINEER's requested exemptions in good faith and may cooperate with ENGINEER's reasonable efforts to seek protective treatment or other appropriate relief. Nothing herein shall require OWNER to withhold records where disclosure is required by applicable law.

4.13 To the extent practicable, OWNER shall notify ENGINEER prior to broadly distributing or publicly posting ENGINEER's final reports or other work product outside the ordinary administration of the Project.

4.14 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - COMPENSATION

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses as stated in the Task Order(s).

6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER.

6.2.1 Statements for Lump Sum compensation will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.2.2 Statements for Time and Materials compensation will be submitted for payment covering services performed and reimbursable expenses with the appropriate fee or markup for the preceding month. ENGINEER's and ENGINEER's SUBCONSULTANT (if any) will be billed based on ENGINEER's Rate Sheet as attached to the Task Order(s) with the applicable fee or markup for the services rendered and reimbursable expenses.

6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors engaged by OWNER on each project on which ENGINEER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the ENGINEER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and ENGINEER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any Construction Contractor's policy of insurance. OWNER shall ensure that ENGINEER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which ENGINEER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with the above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected and reported to ENGINEER within the timeframe described in 7.2.1. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER as a deliverable under a specific Task Order and relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the authorized representative of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Regional Global Practice Manager or General Manager of the Global Practice of the ENGINEER and the executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Kansas City, Missouri unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein.

7.10.6.4 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. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this

Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) for bodily injury, death, or third-party property damage to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) for bodily injury, death, or third-party property damage to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and ENGINEER does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not

constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:
Rogers Water Utilities
601 South 2nd Street
Rogers, AR 72756

ENGINEER'S address:
2140 Orange Avenue, #102
Springdale, AR 72762

7.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

OWNER: Rogers Water Utilities

ENGINEER: Burns & McDonnell Engineering
Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B – SCOPE OF SERVICES

Burns & McDonnell (“Engineer”) will provide engineering services for the 2026 Water Master Plan (“Project”) for Rogers Water Utilities (“Owner”). This Scope of Services is based on the current understanding of the Project. Any changes to the scope, following the execution of the Agreement, will be discussed and agreed on by both parties and executed under an amendment to the Agreement. The following tasks are included in the Project Scope of Service:

- Task Series 100: Project Management
- Task Series 200: Data Collection
- Task Series 300: Hydraulic Model Construction and Calibration
- Task Series 400: Hydraulic Modeling and Analysis
- Task Series 500: Capital Improvements Plan Development and Draft Report
- Task Series 600: Final Report

The following Scope of Services is to be provided by the Engineer and/or their subconsultants:

TASK SERIES 100 – Project Management

Task 101 – Project Management

Engineer will lead an integrated team to support Owner with development of a Water Master Plan. Engineer to provide project management and quality-assurance/quality-control through the duration of the project. Engineer to provide project administration for services completed under this task authorization, including preparing and issuing monthly invoices for services rendered in accordance with the payment procedures defined in this Agreement.

Task 102 – Project Kickoff Meeting

Engineer will schedule and lead the Project Kickoff Meeting to discuss the following:

- Project background, overview, and goals
- Scope of work, activities, and deliverables
- Owner’s primary points of contact who will provide input and review for the Project
- Baseline project schedule and schedule for monthly project status meetings
- Key project risks and challenges
- Software selection workshop to assist Owner in selecting preferred software to be used for water model development.
 - Options for industry standard hydraulic modeling software include Bentley OpenFlows *WaterGEMS* or AutoDesk (Innovyze) *InfoWater Pro*.

Engineer will prepare meeting agenda, meeting minutes, and tracking of action items.

Task 103 – Progress Meetings

Engineer will conduct monthly progress meetings with Owner to provide status updates on scope, schedule, and budget, and discuss any issues and decisions that need to be made. These update meetings will be attended by the Project Manager and any other team members from Engineer’s team that are required based on the agenda items. These will be scheduled by Engineer and conducted virtually via Microsoft Teams. Scope of Work includes up to twelve (12) total meetings for this task. Monthly progress meetings may be combined with workshops when feasible. Engineer will prepare meeting agenda, meeting minutes, and tracking of action items.

Deliverables:

- Agenda and meeting minutes for Project Kickoff Meeting submitted as PDF to Owner.
- Agendas and meeting minutes for monthly progress meetings submitted as PDF to Owner.
- Monthly invoices.

TASK SERIES 200 – Data Collection**Task 201 – Data Intake and Data Gap Analysis**

Engineer will prepare a Data Request and issue to Owner. Owner will provide available existing information relevant to the project, which may include the requested reports, record drawings, GIS data, easement documentation, and permits. The Engineer will perform a high-level review of the information provided, limited to a maximum of sixteen (16) hours of effort, to identify information generally relevant to project planning. Additional review or investigation beyond this level of effort will be considered additional services and performed under an amendment to this agreement if required. Engineer's review will be based solely on information provided by the Owner and will not be responsible for identifying missing information or for the accuracy or completeness of the information provided.

Following review of available historical data, existing record documents, and hydraulic models, Engineer will develop a Data Gap Analysis which will summarize findings and include identification of reasonably apparent gaps or inconsistencies in the provided data. Engineer will provide a Data Gap Analysis technical memorandum to Owner along with a request for any additional data that may be necessary to support hydraulic model construction for use in Task 301.

Task 202 – Data Capture Plan

Engineer will develop a Data Capture Plan for field data collection needed for calibration of the hydraulic model. Data Capture Plan is anticipated to include the following items:

- Identification of up to twelve (12) hydrants (location to be confirmed with Owner) throughout the distribution system for temporary pressure data logger installation for a period of up to seven (7) days.
- Identification of up to twenty-five (25) locations to perform hydrant flow tests.
- Identification of key facilities (high service pump stations, storage tanks, wholesale customer meter vaults, etc.) that may require in-person site visits or staff interviews to collect critical information for use in hydraulic model construction.

Task 203 – Field Data Collection and Investigation

Engineer will support Owner in field data collection and investigation for use in model calibration. This task includes:

- Engineer will provide up to twelve (12) pressure logger devices for installation in the distribution system at hydrants identified by Engineer in Task 202. The timing of pressure logger installation and removal will be such that pressure loggers are deployed for a minimum of 7 days, with all fire hydrant flow testing conducted while the pressure loggers are installed.
- Engineer will provide personnel to assist with pressure logger installation, fire hydrant testing, and site investigations. Up to four (4) days of tests, including site visits, is included in the Scope of Work. Fire hydrant tests will be prioritized over facility site visits. One (1) day for field testing may include a focus area to be determined with Owner.
 - Owner shall provide two (2) field operators to assist with hydrant flow tests and navigating the distribution system. Owner's staff shall exercise fire hydrants as required to perform testing.
 - Engineer will participate in all fire hydrant flow tests.

- Engineer will conduct site visits to Owner facilities including storage tanks, and other key facilities in the distribution system and summarize control features, sizing characteristic, SOPs, and review concerns and/or issues of Owner's staff relevant to model construction and calibration efforts.
- If required, Engineer will arrange to visit the Beaver Water District (BWD) high service pumping station. Owner is not responsible for attending site visit at BWD.
- Owner shall collect required SCADA data in Microsoft Excel, including pumping (flow and pressure), system pressure (if available), wholesale customer meter flows, and tank levels in 1-minute intervals corresponding to the pressure logging period for use in model calibration. Owner to confirm that SCADA data can be available in the required intervals and provided to Engineer.

Engineer will prepare pressure logger installation sheets and fire hydrant test summary sheets following completion of fire hydrant testing.

Deliverables:

- Data Request submitted to Owner
- Data Gap Analysis and Data Capture Plan submitted to Owner
- Pressure logger installation sheets to be incorporated into Master Plan Report
- Fire hydrant test summary sheets to be incorporated into Master Plan Report

TASK SERIES 300 – Hydraulic Model Construction and Calibration

Task 301 – Hydraulic Model Construction

Engineer will construct a hydraulic model of the existing water distribution system in Owner's selected software suite using Owner-provided GIS data, distribution system data, and information from the Owner's existing hydraulic model. This scope assumes all Data Request items will be provided. The following items will be included in hydraulic model construction:

- Develop water distribution network model in Owner's selected software suite composed of all 2-inch and larger water distribution and transmission mains based on contents of Owner-provided GIS data. Mains smaller than 2-inches in diameter may be included as needed for system connectivity. Fire hydrants will be included in the model based on contents of Owner-provided GIS data. Private service laterals will not be included in the model.
- The hydraulic model will start at the BWD high service pump station.
- Geocode annual average water demand from a recent, representative year from customer billing system data and allocate demand to nodes in the model. No demands will be allocated to pumping or storage facilities.
- Assign topography across linear and vertical water distribution system assets including water mains, storage, pumping facilities, and other appurtenances in the model.
- Assign pumping characteristics to all pumping facilities. When pump curves are not available, representative design points based on available pump information will be used to simulate operations at pumping facilities. Pump operations will be reviewed with Owner.
- Develop system-wide diurnal curve from collected field data and SCADA data. Prepare a representative 24-hour diurnal pattern to be applied in the hydraulic model.
 - Up to five (5) large water users will be identified from Owner provided billing data. If hourly meter data is available, separate diurnal patterns representative of these large users will be developed and included in the hydraulic model as needed.

Task 302 – Hydraulic Model Calibration

Engineer will calibrate the hydraulic model constructed in Task 301 by adjusting model parameters based on field data collected in Task 203. Model controls and boundary conditions will be updated based on Owner-provided SCADA covering the pressure logging period described in Task 203. The model will be

calibrated based on the SCADA data points, pressure loggers, and fire hydrant flow test data. Engineer will prepare calibration tables comparing measured field collected data with model results for each fire hydrant test, pressure at data logger locations, and all SCADA points with flow and pressure.

Task 303 – Water Demand Projections

Engineer will review historic information on system growth and population changes to develop 5-year (2031), 10-year (2036), and Buildout growth projections for the water distribution system to be used in hydraulic model development and analysis. The Buildout planning horizon will be defined as the year 2050 to match the recently completed Wastewater Master Plan (by others).

This task includes:

- Review historical population, water usage, and customer consumption data and trends.
- Develop demand projections based on review of available historical data including population, water usage, customer consumption data, customer meter counts by class, and input from Owner's staff. The process of developing demand projections will include:
 - Estimating nonrevenue water component based on recent historical annual highs and/or 12-month rolling average defined as the difference between metered high service pumping and customer billing data. If nonrevenue water is not able to be calculated at the parcel level, an assumption of percent loss will be applied.
 - Working with Owner to determine anticipated and/or known changes in existing large user water demands and associated timing.
 - Working with Owner to determine anticipated timing and water demand for new large customer connections to the water distribution system within Owner's water service area.
 - Reviewing wholesale customer water demands and Owner's contractual supply obligations that are in effect as of the start of this Project.
- Work with Owner's staff to identify growth areas and anticipated timing within the 5-year, 10-year, and Buildout planning periods.
 - Use available land use data to spatially allocate projected demands by customer class where available. Develop spatial allocation of water demands associated with growth areas. Growth areas can include, but are not limited to, the following types:
 - Redevelopment areas within the existing water service area
 - Undeveloped areas within the existing water service area
 - Peripheral growth in undeveloped areas beyond the existing water service area
 - Develop water demands for the growth areas based on the water demand projections

Task 304 – Model Calibration Review and Scenario Development Workshop

Engineer will schedule and lead the Model Calibration Review and Scenario Development Workshop to discuss the following:

- Summarize results of data capture plan and field testing
- Present model calibration outcomes and key system observation
- Confirm confidence in model performance prior to hydraulic modeling and system analysis
- Discuss water demand projections and future scenario development

Owner to approve final population and growth projections prior to commencement of Task Series 400. Engineer will prepare meeting agenda, meeting minutes, and tracking of action items.

Deliverables:

- Agenda and meeting minutes for Model Calibration Review & Scenario Development Workshop submitted as PDF to Owner.

TASK SERIES 400 – Hydraulic Modeling and Analysis

Task 401 – Scenario Development

Using the information developed in Task 303, Engineer will develop up to eight (8) extended period simulation (EPS) scenarios in the hydraulic model representing the following planning horizons and demand conditions. These scenarios include:

- Existing System, Current Year: Maximum and Average Day demand
- Existing System, 5-year Planning Horizon: Maximum and Average Day demand
- Existing System, 10-year Planning Horizon: Maximum and Average Day demand
- Existing System, Buildout Planning Horizon: Maximum and Average Day demand

Fire flow simulations will be conducted under Maximum Day demands at each of the four planning horizons listed immediately above. Water Age simulations will be conducted under Average Day demands at each of the four planning horizons listed immediately above.

Task 402 – Level of Service Development

Engineer to facilitate meeting with Owner to assist with determining level of service requirements for system analysis. Criteria for level of service include minimum and maximum pressures, velocity, head loss, fire flow, water age, storage, and pumping capacity/redundancy. Engineer will provide summary of level of service requirements to Owner for approval. Final level of service requirements will be used for analysis of the Owner's existing and future water distribution systems, as well as provide triggers for capital project development.

Task 403 – Existing System Analysis

Using the scenarios developed in Task 401, Engineer will analyze the existing water distribution system's ability to meet projected demands at each planning horizon. Model results will be analyzed to assess the existing water distribution system's ability to meet Owner's level of service goals identified in Task 402.

Task 404 – Storage Evaluation

Engineer to complete a desktop analysis of available storage in the Owner's existing distribution system. Engineer to evaluate and compare available storage and effective storage volumes in the distribution system. Engineer to evaluate storage requirements including reserves for equalization, fire flow, and emergency service for the existing and future water demands.

Task 405 – Resiliency Evaluation

In addition to the existing conditions scenarios included in Task 401, Engineer will complete up to six (6) additional evaluation scenarios in the existing system for one design horizon and demand condition each. These scenarios are intended to assess resiliency and emergency connections. Up to eight (8) hours per scenario is included for scenario development and evaluation. Owner will assist with determining which scenarios should be developed and evaluated with the model.

Task 406 – Existing System Analysis Workshop

Engineer will conduct a System Analysis Workshop to review the recommended preliminary water distribution system improvements with Owner based on the completed analysis. Engineer will prepare meeting agenda, meeting minutes, and tracking of action items. The workshop will include:

- Summarize results of existing scenarios

- Review strategies and solutions for overcoming model predicted challenges
- Discuss Owner's preferred approaches to addressing system deficiencies
- Collaboratively shape the recommended capital improvement strategies

Deliverables:

- Agenda and meeting minutes for System Analysis Workshop submitted as PDF to Owner.

TASK SERIES 500 – Capital Improvements Plan Development and Draft Report

Task 501 – CIP Modeling

Using the information developed in Task Series 400, Engineer will create up to eight (8) EPS scenarios in the hydraulic model to develop proposed capital improvements to the water distribution system to address the challenges identified and meet the Owner's level of service goals at each planning horizon. These scenarios include:

- Future System, Current Year: Maximum and Average Day demand
- Future System, 5-year Planning Horizon: Maximum and Average Day demand
- Future System, 10-year Planning Horizon: Maximum and Average Day demand
- Future System, Buildout Planning Horizon: Maximum and Average Day demand

Fire flow simulations will be conducted under Maximum Day demands at each of the four planning horizons listed immediately above. Water Age simulations will be conducted under Average Day demands at each of the four planning horizons listed immediately above.

Engineer will utilize the existing and future conditions model scenarios to identify up to fifteen (15) preliminary capital improvements to address level of service deficiencies including storage, new water mains, fire flow improvements, and pumping improvements. Capital project development will include projects to address emergency interconnect and/or resiliency concerns if needed.

Engineer will facilitate workshop to review preliminary capital improvement alternatives prior to developing cost estimates. It is anticipated that this workshop will occur during a regularly scheduled monthly meeting.

Task 502 – Generate Engineer's Opinion of Probable Construction Cost

Following Owner approval of the proposed water distribution system capital improvements identified in Task 501, Engineer will prepare Class 5 Engineer's Opinion of Probable Construction Costs (EOPCCs). The EOPCCs will be developed in accordance with the standards set forth by the Association for Advancement of Cost Engineering (AACE) Recommended Practices.

Task 503 – Draft Report

Engineer will prepare a draft Water Master Plan Report which will document data intake and gap analysis, field data collection, model construction, model calibration, water demand projections, scenario development, hydraulic analysis, the proposed Capital Improvements Plan (CIP), and EOPCCs. Engineer will submit the draft report as a PDF for Owner review.

Task 504 – Capital Improvements Planning Workshop

Engineer will conduct a Capital Improvements Planning Workshop. Engineer will prepare meeting agenda, meeting minutes, and tracking of action items. The workshop will include:

- Review draft master plan recommendations

- Discussing phasing and costs for capital improvements plan projects
- Collect feedback from Owner on proposed strategies for addressing system deficiencies

Deliverables:

- Draft Water Master Plan Report submitted as PDF to Owner.
- Agenda and meeting minutes for Capital Improvements Planning Workshop submitted as PDF to Owner.

TASK SERIES 600 – Final Report

Task 601 – Final Report and ADH Submittal

Engineer will incorporate Owner comments on the Draft Report developed in Task 503 into the Final Report. This Scope of Work includes one (1) round of review comments from the Owner.

Engineer will prepare a Final Water Master Plan Report. PDF documents will be provided to the Owner for review. Following approval by Owner, Engineer will submit the Final Water Master Plan Report to the Arkansas Department of Health (ADH) for review. All review fees will be paid directly by Owner to agencies. Engineer will address and incorporate review comments from ADH and submit the updated Final Master Plan Report to ADH and the Owner. This Scope of Work includes a maximum of two (2) rounds of review comments from ADH.

After ADH approval, Engineer will provide an electronic copy of the water distribution system hydraulic model files and five (5) hard copies of the Final Master Plan Report to Owner.

Task 602 – Water and Sewer Commission Meeting Presentation

Engineer will prepare a PowerPoint presentation summarizing the report and recommendations and will present at a Rogers Waterworks and Sewer Commission meeting.

Deliverables:

- PowerPoint presentation summarizing report and recommendations presented at Rogers Waterworks and Sewer Commission meeting and submitted to Owner.
- Final Water Master Plan Report submitted as PDF to Owner and submitted as PDF to ADH via the ADH Electronic Plan Submission Portal.
- Five (5) hard copies of Final Water Master Plan Report submitted to Owner after ADH approval.
- Electronic water distribution system hydraulic model files submitted to Owner.

RESPONSIBILITIES OF OWNER

Additional responsibilities of Owner include:

1. Provide information pertinent to the Project Scope of Work, including previous reports, drawings, and any other relevant data. Engineer shall rely on information made available by Owner as accurate without independent verification. Data to be provided to Engineer fourteen (14) days after receipt of Data Request by Owner. Data Request is anticipated to include, but not necessarily be limited to, the following items:
 - a. Previous water master plans, reports, studies, CIPs, system renewal plans, and relevant policies
 - b. List of known or perceived issues with the distribution system, including water quality (taste and odor, low disinfectant residual, etc.), low or high pressure, low fire flows, closed valves, chronic water main break areas, pressure zone boundaries, etc.
 - c. Owner's current hydraulic model of the water distribution system

- d. GIS data for the water distribution system, including pipes, valves, hydrants, tanks, pumps, pump stations, and pressure zones and a single water distribution system map in CADD and/or a single hard copy map to supplement incomplete information.
 - e. High service pump station as-built plans, high service pump curves, pump type, discharge elevation, impeller elevation, and clearwell data including volume, head range, and base elevation.
 - f. Pump station as-built plans, pump curves, pump type, discharge elevation, and impeller elevation.
 - g. Elevated and ground storage tank data including as-built plans, volume, shape (spheroidal or cylindrical), head range, base bowl elevation, and diameter. Provide volume and level data in a table for spheroidal tanks.
 - h. Sample SCADA data for seven (7) consecutive days at 1-minute intervals in Excel for review. Data points, for this and subsequent SCADA data requests, shall include the following:
 - i. High service pump station: pump status (on/off), pump speed, pump flow, total flow, discharge pressure, and suction pressure.
 - ii. Distribution system: storage tank levels and any other pressure monitoring locations in the distribution system.
 - iii. Booster pump stations: suction pressure, discharge pressure, and flow.
 - i. SCADA data for at least seven (7) consecutive days including the pressure logging period at 1-minute intervals in Excel.
 - j. SCADA data for at least one (1) calendar year in 15-minute intervals in Excel
 - k. Historical information on the number of connections to the water distribution system, total population served by the water distribution system, and average and maximum day demand covering the last ten (10) years.
 - l. 2025 metered water consumption data, including customer class and meter size, for every customer from the billing system as either geocoded meter data or metered consumption information with service addresses. A geodatabase format is preferred for meter location; else meter address can be included in Excel files.
 - i. Data to be provided on a monthly basis.
 - ii. Provide list of known customers that are not metered; include customer class and service address.
 - m. List of top 20 water users, or number of large water users determined by Owner
 - n. Wholesale customer meter locations and current contractual water supply agreement(s).
 - o. GIS shape file containing elevation data in the form of either elevation, contours, or LiDAR DEM.
 - p. Standard Operating Procedures (SOPs) and operational controls used to operate the distribution system, including motor speed (if variable frequency drives (VFDs) are utilized within the distribution system), control valves and settings, tank levels, and any specific conditions relative to system demands (i.e. average day, daily peaking, maximum day).
 - q. Pump curves
 - r. Fire flow and duration goals based on land use type
 - s. Previous facility inspection or assessment reports for distribution facilities, including elevated storage tanks, ground storage tanks, and pump stations
 - t. Previous flow test data collected in the distribution system
2. Provide access to the Owner's water infrastructure to Engineer and subcontractors, provide assistance during field testing, and coordinate site visits (if applicable) with appropriate Owner staff as requested by Engineer.
 3. Work with Engineer to develop and approve the water demand projections selected for master planning and hydraulic modeling efforts.
 4. Provide recent bid tab information for linear water main installation projects.
 5. Provide other information as requested by Engineer throughout the duration of the project.

6. Review, comments, and approval of meeting minutes, draft technical memorandums, and draft reports. Review deliverables submitted by Engineer within two (2) weeks of receiving.
7. Attend project meetings and provide input on level of service criteria, growth areas, and recommended system improvements.
8. Pay for any associated application, review, or other fees required for the Project.

CLARIFICATIONS AND EXCLUSIONS

1. Any task not outlined above in the Scope of Work is not included in this proposal. If required, Engineer will submit a separate scope and fee to cover additional work requested by Owner.
2. The project schedule is predicated on timely provision of data, access to facilities, as well as the availability of stakeholders and other Owner/Engineer resources.
3. Water hydraulic model will be constructed from water distribution system GIS and previous hydraulic model provided by Owner. The scope does not include converting CADD files or transcribing supplemental hard copy drawings and maps of the water distribution system into ArcGIS.
4. In the event that VFDs are used for pump control, VFDs will be simulated as "Fixed Flow" or "Pattern Based" within the hydraulic models.
5. Detailed pump sizing and preliminary design is not included, both for existing and proposed pumps.
6. The scope assumes that fire flow simulations will be conducted as steady state and water age simulations will be EPS.
7. Deliverables defined in the scope are based on information provided by Owner to Engineer. Engineer does not assume any responsibility for the accuracy or completeness of data and/or documents prepared by others, or for defects, omissions, departures from contractual requirements, or breach of performance of others. Engineer's services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value project. Engineer is not responsible for field conditions or installations that vary from record documents or for schedule and cost impacts caused by unforeseen circumstances.
8. Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.



**TASK ORDER 1 FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

Staff recommends approval of the service agreement with Burns & McDonnell, with the total amount not to exceed \$337,000.00. Staff further requests authorization to negotiate the final form and content of the agreement.

This Task Order is entered into and authorized by Owner this _____ day of _____, 2026, by and between Rogers Water Utilities (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated _____, 2026:

1. Scope of Services:

- A. 2026 Water Master Plan as described in Exhibit B (attached).

2. Compensation:

- A. The basis of compensation for the above Services shall be a Lump Sum Fee of \$337,000.
- B. For additional, reduced, or change in scope of services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

3. Time of Service:

- A. ENGINEER will proceed with providing the services set forth in Exhibit B once the Task Order is fully executed. It is anticipated that the Scope of Services will be completed within 450 days following execution of this Task Order.

4. Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: Rogers Water Utilities

ENGINEER: Burns & McDonnell
Engineering Company, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

2027 Sewer Rehab Bid Tabulation				EngineerEST		Vortex		HumbardContracting		Mayer	
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (Shall not exceed 10% of Total)	1	LS	\$60,000.00	\$60,000.00	\$250,000.00	\$250,000.00	\$130,000.00	\$130,000.00	\$337,388.00	\$337,388.00
Pipe Bursting											
2	Manhole Setup	37	EA	\$5,000.00	\$185,000.00	\$1,500.00	\$55,500.00	\$3,200.00	\$118,400.00	\$2,750.00	\$101,750.00
3	Pipe Bursting 6" VCP to 8" HDPE Pipe	4750	LF	\$135.00	\$641,250.00	\$98.00	\$465,500.00	\$130.00	\$617,500.00	\$132.00	\$627,000.00
4	Lateral Reconnection	70	EA	\$2,250.00	\$157,500.00	\$1,600.00	\$112,000.00	\$1,950.00	\$136,500.00	\$2,200.00	\$154,000.00
CIPP											
5	CCTV and Heavy Cleaning - 8" to 12"	3021	LF	\$6.00	\$18,126.00	\$25.00	\$75,525.00	\$5.00	\$15,105.00	\$38.25	\$115,553.25
6	De-scaling - 8" to 12"	3021	LF	\$16.00	\$48,336.00	\$1.00	\$3,021.00	\$15.00	\$45,315.00	\$18.75	\$56,643.75
7	CCTV and Heavy Cleaning - 16" to 24"	3105	LF	\$16.00	\$49,680.00	\$25.00	\$77,625.00	\$7.00	\$21,735.00	\$32.25	\$100,136.25
8	De-scaling - 16" to 24"	1650	LF	\$26.00	\$42,900.00	\$1.00	\$1,650.00	\$30.00	\$49,500.00	\$30.00	\$49,500.00
9	CCTV and Heavy Cleaning - 30" to 42"	2043	LF	\$25.00	\$51,075.00	\$75.00	\$153,225.00	\$20.00	\$40,860.00	\$76.00	\$155,268.00
10	De-scaling - 30" to 42"	1793	LF	\$35.00	\$62,755.00	\$1.00	\$1,793.00	\$45.00	\$80,685.00	\$70.00	\$125,510.00
11	Set-up and Bypass Pumping for 8" to 12"	16	EA	\$1,500.00	\$24,000.00	\$1,500.00	\$24,000.00	\$4,500.00	\$72,000.00	\$4,972.00	\$79,552.00
12	Set-up and Bypass Pumping for 16" to 24"	9	EA	\$3,000.00	\$27,000.00	\$7,500.00	\$67,500.00	\$10,500.00	\$94,500.00	\$5,075.40	\$45,678.60
13	Set-up and Bypass Pumping for 30" to 42"	4	EA	\$4,500.00	\$18,000.00	\$20,000.00	\$80,000.00	\$20,000.00	\$80,000.00	\$14,162.50	\$56,650.00
14	Cut Out Service Tap Install Top Hat	3	EA	\$2,200.00	\$6,600.00	\$7,500.00	\$22,500.00	\$5,000.00	\$15,000.00	\$15,000.00	\$45,000.00
15	8" CIPP - UV cured, Manhole to Mahole, Complete in Place	180	LF	\$70.00	\$12,600.00	\$84.00	\$15,120.00	\$70.00	\$12,600.00	\$103.29	\$18,592.20
16	Manhole to Mahole, Complete in Place	295	LF	\$75.00	\$22,125.00	\$84.00	\$24,780.00	\$73.00	\$21,535.00	\$83.58	\$24,656.10
17	Manhole to Mahole, Complete in Place	2546	LF	\$80.00	\$203,680.00	\$90.00	\$229,140.00	\$75.00	\$190,950.00	\$108.34	\$275,833.64
18	Manhole to Mahole, Complete in Place	196	LF	\$95.00	\$18,620.00	\$121.00	\$23,716.00	\$125.00	\$24,500.00	\$273.98	\$53,700.08
19	Manhole to Mahole, Complete in Place	1455	LF	\$155.00	\$225,525.00	\$121.00	\$176,055.00	\$170.00	\$247,350.00	\$263.91	\$383,989.05
20	Manhole to Mahole, Complete in Place	1793	LF	\$265.00	\$475,145.00	\$230.00	\$412,390.00	\$300.00	\$537,900.00	\$351.16	\$629,629.88
21	42" CIPP - UV cured, Manhole to Mahole, Complete in Place	250	LF	\$425.00	\$106,250.00	\$434.00	\$108,500.00	\$485.00	\$121,250.00	\$680.98	\$170,245.00
Manhole Lining											
22	Epoxy Line 4' Diameter Manhole, 6' Depth	7	EA	\$3,500.00	\$24,500.00	\$5,500.00	\$38,500.00	\$4,100.00	\$28,700.00	\$4,938.00	\$34,566.00
23	Epoxy Line 4' Diameter Manhole, Additional Depth	70	VF	\$500.00	\$35,000.00	\$715.00	\$50,050.00	\$575.00	\$40,250.00	\$823.00	\$57,610.00
24	Epoxy Line 6' Diameter Manhole, 15' Depth	3	EA	\$12,750.00	\$38,250.00	\$7,000.00	\$21,000.00	\$9,500.00	\$28,500.00	\$12,780.00	\$38,340.00
25	Epoxy Line 6' Diameter Manhole, Additional Depth	10	VF	\$720.00	\$7,200.00	\$900.00	\$9,000.00	\$715.00	\$7,150.00	\$852.00	\$8,520.00
26	Installation of ring and lid, RWU to supply ring and lid	10	EA	\$2,200.00	\$22,000.00	\$715.00	\$7,150.00	\$2,500.00	\$25,000.00	\$3,300.00	\$33,000.00
General Items											
27	Traffic Control	5	Day	\$3,000.00	\$15,000.00	\$10,000.00	\$50,000.00	\$2,000.00	\$10,000.00	\$2,500.00	\$12,500.00
28	Yard Repair	400	SY	\$10.00	\$4,000.00	\$30.00	\$12,000.00	\$8.00	\$3,200.00	\$22.00	\$8,800.00
29	Street Repair	400	SY	\$100.00	\$40,000.00	\$251.00	\$100,400.00	\$160.00	\$64,000.00	\$165.00	\$66,000.00
30	Fence Repair	1000	LF	\$80.00	\$80,000.00	\$36.00	\$36,000.00	\$45.00	\$45,000.00	\$55.00	\$55,000.00
31	Trench Safety	1	LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$33,000.00	\$33,000.00
Total:				\$2,737,117.00		\$2,728,640.00		\$2,949,985.00		\$3,953,611.80	

*Number corrected from math error.

2027 Sewer Rehab	
Engineers Estimate	\$2,737,117.00
Vortex	<u>\$2,728,640.00</u>
HumbardContracting	\$2,949,985.00
Mayer	\$3,953,611.80

Staff recommends approval of the unit price bid from Vortex at the total of \$2,728,640.00. Staff also requests authority to spend the approved budget amount of up to \$3,000,000.00 through this unit priced bid contract as work is required.

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

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

WITNESSETH:

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

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until final completion of Engineer's Services or the Agreement is otherwise terminated as provided herein.

II. HALFF'S SERVICES. Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

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

any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

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

III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. A failure by Client to pay the undisputed portion of any monthly invoice within 30 days of Client's receipt of the invoice constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Charges for professional services and reimbursable expenses will be billed as specified in Exhibit C, Fee Summary and Hourly Rate Schedule attached hereto and incorporated herein by reference. Unless stated otherwise reimbursable and direct expenses will be billed at actual cost without markup. Subcontracted services will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other similar taxes. Client agrees to fully reimburse Halff and its subcontractors for sales, consumer, use and other similar taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client. In no event shall any charge for sales, consumer, use and other similar taxes cause the total amount paid by Client under this engagement to exceed the maximum authorized amount of \$435,500. Client shall not be responsible for any income taxes for which Halff or its subcontractors may be liable for income derived from providing services hereunder.

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

V. TERMINATION.

- a. **Convenience.** Either party may terminate this Agreement, in whole or in part, at any time and for any reason, by providing thirty (30) days' prior written notice to the other party. In the event of such termination, the Client shall pay Halff for all services performed and expenses incurred up to the effective date of termination, including any reasonable demobilization costs. Halff shall deliver to the Client all completed Deliverables and work in progress as of the termination date.
- b. **Default.** Either party may terminate this Agreement upon written notice if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. In the event of termination for default by the Client, Halff shall be entitled to payment for all services performed and costs incurred up to the date of termination, including any additional costs resulting from the Client's breach. Termination under this section shall be without prejudice to any other rights or remedies available under law or equity.

VI. OWNERSHIP OF DOCUMENTS.

- a. **Ownership by Client.** Upon Halff's completion of services and receipt of payment in full, all common law, statutory, and other reserved rights in final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement (collectively the "Deliverables") shall become the property of Client and Client may copy, duplicate or reproduce such drawings and instruments for the purpose of constructing, operating, and maintaining the improvements and for other lawful purposes, provided however that nothing herein shall preclude Engineer from using constituent elements of the drawings and instruments on other projects. Notwithstanding the foregoing, Client understands and agrees that the computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Any reuse by Client of the Deliverables on any other project without the express written authorization of Halff or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Reserved.**
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

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

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

To Client:
Rogers Water Utilities
Attn: Brian Sartain, PE
601 S. 2nd Street
Rogers, AR 72756
Telephone: 479-936-5426
Email: briansartain@rwu.org

VIII. INSURANCE. Halff agrees to maintain during the life of this Agreement, and for a period of five (5) years following the termination or expiration of this Agreement, or for a period of five (5) years following substantial completion of the Project, whichever is longer thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services and will provide an updated certificate to Client when said policies are updated.

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

Halff's general liability policy or professional liability policy, or both, shall contain cyber liability insurance, privacy protection insurance, data breach insurance and/or such other insurance, however denominated, for risks associated with Halff's performance under this Agreement, or Halff shall separately obtain such insurance with per claim and aggregate limits at least equal to those of Halff's general liability policy.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than thirty (30) days. These informal negotiations are to be undertaken prior to mediation and/or the institution of any legal or equitable proceedings. However, either party may file any action or proceeding without first attempting negotiation or mediation if necessary in order to avoid application of any statute of limitation, statute of repose, or other provision of law that would foreclose the action or proceeding if not timely filed. All reasonable requests for information made by one Party to the other shall be honored. All negotiations between the Parties pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** If the Dispute cannot be resolved by negotiations pursuant to the previous section above, the parties may engage in nonbinding mediation (Mediation is not required prior to litigation). Mediation will be conducted by a mediator agreeable to both parties. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation between the Parties pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered and interpreted under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in the Circuit Court of Benton County, Arkansas or The United States District Court for the Western District of Arkansas (unless another venue is required by law).

X. RESERVED.

XI. ADDITIONAL PROVISIONS PERTAINING TO DISPUTE RESOLUTION

- a. **No Individual Liability.** In no event shall either Party's individual employees, consultants, agents, officers, directors, officials, or representatives be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement. Nor shall any individual employees, consultants, agents, officers, directors, officials, representatives or elected or appointed officials of the Commission or the City of Rogers be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED THE AMOUNT OF AVAILABLE INSURANCE AT THE TIME OF JUDGEMENT UNDER THE APPLICABLE POLICIES REQUIRED BY SECTION VIII HEREIN. IF ENGINEER FAILS TO PROCURE THE INSURANCE AS REQUIRED BY SECTION VIII, HALFF'S TOTAL LIABILITY SHALL NOT EXCEED THE REQUIRED AMOUNTS OF COVERAGE AS SPECIFIED IN THAT SECTION.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for any damages that do not automatically and necessarily flow from the wrongful act of the other party, however such damages are labeled including "contingent", "consequential" or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused. The waiver made in this paragraph by Client in favor of Halff is not applicable to claims by third parties against Client arising out of actions or omissions of Halff or any other claims for which Halff has an obligation of indemnity to owner.
- d. **Time Limit To Make A Claim.** Neither party may assert any claim against the other for actions or omissions arising from this Agreement beyond the time prescribed by the applicable statute of limitation or statute of repose.
- e. **XII. PROJECT ENHANCEMENT/BETTERMENT.**
 - a. **Betterments.** As used herein, "betterment" means an improvement or value added to an item or component over and above that for which Client originally bargained. If a required or necessary item or component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff's liability shall be limited to the reasonable cost of correction of the design. Halff will not be responsible for costs

that the Client would have incurred to construct or procure the item or component even if the item or component had originally been included in the Deliverables. Nor will Halff be liable to Client for the cost of any betterment added to the Project. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the item/component or the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.
- d. **Burden of Proof.** Being an affirmative defense, in the event of a dispute, HALFF shall bear the burden of proving the applicability of the betterment defense, including, without limitation, proving that any particular item or component constitutes a betterment.

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

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

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

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

XVII. COMPLIANCE WITH LAW. Each of the parties hereto is responsible for securing whatever permits, licenses, permissions, certificates, etc. required for the activities undertaken by that party pursuant to this Agreement. Each of the parties hereto states that it will at all times operate in compliance with all applicable, local, state and federal laws and/or regulations and will not act under this Agreement to cause the other party to violate any applicable local, state or federal laws and/or regulations. Any provision of law required to be inserted into this Agreement shall be deemed to be incorporated herein

XVIII. NO JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES. This Agreement is made at arm's length between independent contracting parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership,

tenancy in common, joint tenancy or any similar relationship between the parties or require either party to engage in further business relationships between the parties. Further, this Agreement is being entered into for the sole benefit of the Parties hereto (and in the case of Client, the Commission and the City of Rogers, Arkansas as a successor in interest to the Commission), and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XIX. NO OBLIGATION OF INDEMNITY BY CLIENT; TORT IMMUNITY NOT WAIVED. The parties hereto agree that Client has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Halff under this Agreement. Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to Client, the Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

XXII. CERTIFICATION OF COMPLIANCE WITH ANTI-BOYCOTT LAWS. Pursuant to Ark. Code Ann. § 25-1-503, Halff certifies that it is not currently engaged in a boycott of Israel. Halff agrees for the duration of the Agreement not to engage in a boycott of Israel. Pursuant to Ark. Code Ann. § 25-1-1102, Halff certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of energy, fossil fuel, firearms, and ammunition industries.

XXIII. CONFIDENTIAL INFORMATION OF CLIENT. Halff will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Client information it receives in connection with its performance of the services. Halff will enter into Client’s standard Professional Services Nondisclosure Agreement as may be modified for the Project.

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

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 2026

HALFF ASSOCIATES, INC.		CLIENT: ROGERS WATER UTILITIES OF THE CITY OF ROGERS, ARKANSAS	
By: 	By: _____	Signature	Signature
Signature			
Brian Maurer, PE			
Printed Name		Printed Name	
Operations Manager			
Title		Title	
May 29, 2026			
Date		Date	

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

EXHIBIT A - SCOPE OF SERVICES

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

Project Name: 12" Waterline Extension – Industrial Area Water Service Expansion West.

AVO: 064781.001

Description of Services: REFER TO ATTACHED – EXHIBIT A

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

Schedule: REFER TO ATTACHED – EXHIBIT B

Deliverables: REFER TO ATTACHED – EXHIBIT A

Service Contacts:

Halff Associates, Inc.

Contact Name: Garrett McMichael, PE

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

Telephone: 501-653-7529

Email: GMcMichael@Halff.com

ROGERS WATER UTILITIES

Contact Name: Brian Sartain, PE

Primary Office Address for Contact: 601 S. 2nd Street, Rogers, AR 72756

Telephone: 479-936-5426

Email: BrianSartain@RWU.org

Exhibit A – Scope of Services

12” Waterline Extension Industrial Area Water Service Expansion West Rogers Water Utilities

Rogers Water Utilities (RWU or Client) operates a municipally-owned water distribution system for the City of Rogers, Arkansas. Additional capacity is required in the City’s industrial water service area aligned along AR Hwy 94 in the northwest quadrant of the City.

According to the City of Rogers GIS, there is existing 8” CIP waterline along AR Hwy 94. This project will include engineering design of a proposed 12” waterline generally along a similar alignment as the existing 8” waterline. The new 12” waterline will extend approximately 12,400 LF between AR Hwy 62 to the south and W. Buttry Road to the north, then approximately 800 LF of proposed 8” waterline from W. Buttry to the south to W. Yocum Road to the north. In addition, approximately 1,300 LF of new 12” waterline is proposed to extend to the east along W. Etris Drive. A new metered back-up connection to an existing Benton Washington Regional Public Water Authority (BWRPWA, or “Two-Ton”) transmission line will be included north of W Buttry Road. A concept exhibit of the proposed waterline route is provided in Exhibit D.

The Scope of Services for this Project is divided into five (5) phases, as follows:

- 1) Surveying Phase Services**, to include Topographical and Boundary Surveys, and easement document preparation. The proposed fee type for this Phase is Hourly, Not to Exceed.
- 2) Design Engineering Phase Services**, to include Preliminary (30%), Intermediate (60%), and Final Design services, Material and Construction Specifications, and Contract Documents. The proposed fee type for this Phase is Hourly, Not to Exceed.
- 3) Permitting Phase Services**, to include Arkansas Department of Health (ADH) approval, Arkansas Department of Transportation (ArDOT) utility permitting (as required), Floodplain Development permitting (as required), and impact screening for aquatic features under United States Army Corps of Engineers (USACE) jurisdiction. The proposed fee type for this Phase is Hourly, Not to Exceed.
- 4) Subconsultant Services**, to include geotechnical investigation and reporting, and other sub-consultant services, as required. The Fee for any sub-consultant services shall be billed at cost plus a service charge of 10%.
- 5) Additional Services** that are not explicitly included in this Scope of Work, may be provided upon request of the Client. A scope and fee for Additional Services may be negotiated on an individual basis.

1. Surveying Services

1.1. Boundary and Topographic Survey, shall include:

- i) Horizontal and Vertical Control established at locations determined by the survey project manager and survey field crews being based on the City of Rogers Control Monuments at a linear distance of approximately 500 feet.
- ii) Ground level surface topography shall include:
 - (1) All geographic data will be in grid and based upon the City of Rogers control monuments.
 - (2) Approximately 15,000 linear feet of a 75' wide corridor topography adjacent to AR Hwy 94 and W. Etris Drive. Elevations will be acquired at locations frequent enough to establish an existing grade surface sufficient for waterline design.
 - (3) Road crossing will include back of curb (if applicable), gutter, edge of asphalt (or gravel), and centerline data where applicable.
 - (4) All above ground appurtenances within the corridor will be located.
 - (5) Existing Storm and Sanitary Sewer manholes, inverts, and pipe sizes within corridor will be located.
 - (6) One-call request will be made, and any locate flags will be acquired within corridor.
 - (7) Any buildings within the corridor will be acquired.
- iii) Boundary resolution for up to 60 parcels.
 - (1) Halff will utilize a third-party title company to conduct an easement search for all parcels within scope of work and will show all existing easements and rights-of-way found in the search. The cost for this item is included within the fee for the scope of the contract.
 - (2) Halff will establish parcel boundaries for all parcels within the corridor.
- iv) Deliverable
 - (1) Electronic CADD deliverable in Civil 3D format.
 - (2) PDF Deliverable in 34"x22" size to include at a minimum:
 - (a) North Arrow
 - (b) Title Bar and Block
 - (c) General Project Layout
 - (d) Control & Benchmark Information
 - (e) Basis of Bearing and other necessary geodetic information as determined by the survey project manager.
 - 1. Arkansas North Zone (0301) – NAD 83
 - 2. NAVD88
 - 3. GEOID18



- (f) Topographic Data to include contour lines.
- (g) Roadway and Street locations with names.
- (h) Solved boundary and right of way locations within the corridor.

1.2. Easement Development

- i) Easement exhibits and legal descriptions will be provided for acquisition for new easements on up to 60 parcels.
 - (1) Assumed not to exceed a total of 60 easements.
 - (2) It is assumed that Halff is responsible for providing permanent and temporary construction easement documents for each affected parcel.
- ii) Exhibits will be delivered in PDF format under the following criteria:
 - (1) Size: 8.5x11 or 11x17 as decided by the survey project manager.
 - (2) Contents (at minimum): Property owner name, property owner address, parcel address (if available), visual representation of easement to scale, and legal description.
 - (3) Legal Descriptions will be provided within the PDF exhibit and in a Microsoft Word document or within a format provided by RWU.

1.3. **Exclusions** from Surveying Services:

- i) Easement negotiations and acquisitions shall be the responsibility of RWU and are **not included** in this Scope of Work. However, Halff will prepare and mail easement request letters, including approved acquisition documents, to the applicable property owners.
- ii) Setting of boundary corners.
- iii) Signed and sealed boundary/survey plats.
- iv) Construction staking or layout.
- v) Anything not explicitly stated in the Phase 1 scope above.

2. Design Engineering Phase Services, shall include:

2.1. Design and Project Management

- i) Attend Client kick-off meeting, and document the Client's project parameters in a Project Design Memorandum.
- ii) Conduct an initial project site visit prior to starting the design phase.
- iii) Conduct routine status update meetings with the Client.
 - (1) Halff will conduct up to four (4) routine status update meetings with the Client throughout the duration of the project. These meetings may be held virtually or in-person.
- iv) Conduct Client Design Review Workshops.

- (1) Halff will conduct two (2) in-person design review workshops to discuss project progress, and gather design related review comments from the Client.
- (2) One (1) Workshop will be held following delivery of the preliminary (30%) design documents.
- (3) One (1) Workshop will be held following delivery of the intermediate (60%) design documents.
- v) Provide general project management including preparation of status reports, routine invoicing, quality assurance and quality control (QA/QC) reviews, and general management of the design team including any sub-consultants.

2.2. Preliminary Design (30%)

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

2.3. Intermediate Design (60%)

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

2.4. Final Design

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

2.5. Contract and Bid Documents

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

3. Permitting Phase Services

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

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

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

3.2. Arkansas Department of Transportation (ArDOT) Utility Permit

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

3.3. Railroad Permit

- i) Railroad permitting is not anticipated and services for such are excluded.

3.4. Floodplain Development Permit

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

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

3.5. Screening for potential impacts to aquatic features under United States Army Corps of Engineers (USACE) jurisdiction.

- i) Limited sections of the Project area are located within the Brush Creek watershed and have potential to be considered waters of the United States (WOTUS). Impacts to WOTUS require permitting under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. Halff assumes that construction activities will seek to avoid impacts to WOTUS. To determine whether or not USACE permitting will be required, Halff proposes the following scope of work:
 - (1) Conduct wetland delineation for the project area(s) estimated to fall within WOTUS, following USACE 1987 Manual & 2012 Regional Supplement, and provide findings in a wetland delineation report.
 - (2) Conduct a Threatened and Endangered Species Assessment, including critical habitat assessment, and summarize findings in a summary report.

- (3) Conduct Cultural Resources Background Review to ensure compliance with Arkansas Historic and Prehistoric Sites Act and Section 106 of NHPA, and summarize findings in a report for AHPP and USACE review.
 - (4) Provide summary of impact screening and final determination for any applicable Section 404 or Section 10 permit requirements.
- ii) Exclusions and assumptions to Section 3.5 include:
 - (1) Preparation or submittal of documents to support a Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act permit is not included in this Scope. If a Section 404 and/or Section 10 permit is determined as a requirement for this project, Halff will provide a revised Scope of Work to meet these requirements, to be performed as Additional Services.
 - (2) Species-specific surveys that may be required if the proposed work poses potential harm to threatened and endangered species is not included in this Scope.
 - (3) Additional cultural resource field investigations (if needed) shall be conducted as additional services.
 - (4) Field surveys will be completed through a two-day deployment using a one-person crew to survey the project area. Delays due to land access, coordination, or weather are not included.

4. Bidding and Construction Phase Services

4.1. Bid & Award, shall include:

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

4.2. Construction Administration, shall include:

- i) Conduct One (1) Pre-Construction Meeting.
- ii) Review Contractor's Submittals.
 - (1) Note: Assumes a maximum of fifteen (15) submittals.
- iii) Review and respond to Requests for Information (RFIs), as required.
- iv) Assist with the interpretation of design Plans and Technical Specifications, as required.
- v) Assist with the preparation of Construction Change Orders, as required.
- vi) Prepare and submit final as-constructed Plan set (as-builts). As-builts will be based upon information obtained by the Client, including, but not limited to, detailed construction notes concerning major construction deviations from the Plans, as well as GPS coordinates of above and below ground installations.

5. Sub-consultant Services

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

6. Additional Services

Additional Services **not included** in this proposed Scope of Work may be negotiated on an individual basis or shall be billed at the appropriate hourly rates as listed in Exhibit C – Fee Summary & Hourly Rate Schedule. These Additional Services shall include, but not limited to, the following:

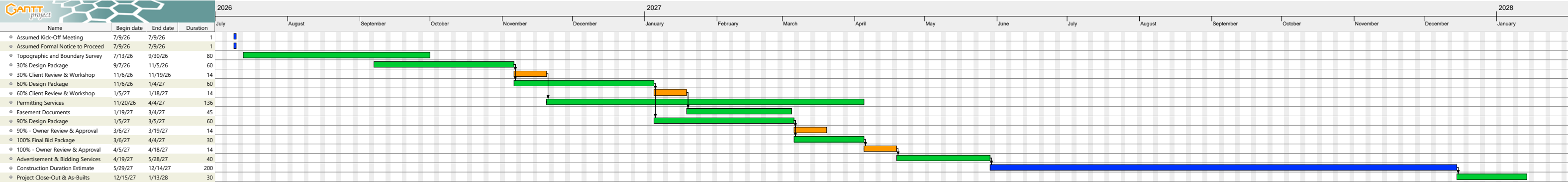
- i) Traffic Control Plan(s)
- ii) Corrosion Control or Surge Analyses
- iii) Hydraulic Modeling of Existing or Proposed Waterlines
- iv) Construction or ROW Staking
- v) Easement Negotiations and Acquisitions
- vi) Construction Phase Services, including Full or Part Time Construction Inspection, Observation and Administration
- vii) Preparation or submittal of documents to support a Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act permit
- viii) Additional Permitting Requirements Not Listed Under Section 3 above
- ix) Other Items Not Explicitly Listed Under Sections 1 Through 5

Tasks

2

Name	Begin date	End date	Duration
Assumed Kick-Off Meeting	7/9/26	7/9/26	1
Assumed Formal Notice to Proceed	7/9/26	7/9/26	1
Topographic and Boundary Survey	7/13/26	9/30/26	80
30% Design Package	9/7/26	11/5/26	60
30% Client Review & Workshop	11/6/26	11/19/26	14
60% Design Package	11/6/26	1/4/27	60
60% Client Review & Workshop	1/5/27	1/18/27	14
Permitting Services	11/20/26	4/4/27	136
Easement Documents	1/19/27	3/4/27	45
90% Design Package	1/5/27	3/5/27	60
90% - Owner Review & Approval	3/6/27	3/19/27	14
100% Final Bid Package	3/6/27	4/4/27	30
100% - Owner Review & Approval	4/5/27	4/18/27	14
Advertisement & Bidding Services	4/19/27	5/28/27	40
Construction Duration Estimate	5/29/27	12/14/27	200
Project Close-Out & As-Builts	12/15/27	1/13/28	30

Gantt Chart





**Exhibit C – Fee Summary & Hourly Rate Schedule
12” Waterline Extension
Industrial Area Water Service Expansion West
Rogers Water Utilities**

1. Surveying Phase Services (Phase 1)

Surveying Phase Services as described in Exhibit A – Scope of Services shall be billed on an hourly basis at the hourly rates shown on the attached Table 1, Hourly Rate Schedule, or at the Crew Rates shown on the attached Table 2, Crew Rate Schedule, the total costs of all fees for professional services and for reimbursable expenses for this phase not to exceed the sum of **\$195,975**. Reimbursable expenses will be billed at actual cost to Halff without markup. Invoices will be issued monthly.

2. Design Engineering Phase Services (Phase 2)

Design Engineering Phase Services as described in Exhibit A – Scope of Services shall be billed on an hourly basis at the hourly rates shown on the attached Table 1, Hourly Rate Schedule, the total costs of all fees for professional services and for reimbursable expenses for this phase not to exceed the sum of **\$365,340**. Reimbursable expenses will be billed at actual cost to Halff without markup. Invoices will be issued monthly.

3. Permitting Phase Services (Phase 3)

Permitting Phase Services as described in Exhibit A – Scope of Services shall be billed on an hourly basis at the hourly rates shown on the attached Table 1, Hourly Rate Schedule, the total costs of all fees for professional services and for reimbursable expenses for this phase not to exceed the sum of **\$26,070**. Reimbursable expenses will be billed at actual cost to Halff without markup. Invoices will be issued monthly.

4. Bidding and Construction Phase Services (Phase 4)

Bidding and Construction Phase Services as described in Exhibit A – Scope of Services shall be billed on an hourly basis at the hourly rates shown on the attached Table 1, Hourly Rate Schedule, the total costs of all fees for professional services and for reimbursable expenses for this phase not to exceed the sum of **\$43,800**. Reimbursable expenses will be billed at actual cost to Halff without markup. Invoices will be issued monthly.

5. Subconsultant Services (Phase 5)

Charges for Subconsultant Services shall be invoiced at actual cost to Halff plus a service charge of 10% of the actual cost. Invoices will be issued periodically as Halff incurs costs for Phase 5 Services. A geotechnical investigation may be required for the completion of this Project. The cost for subconsultant geotechnical services indicated in the Fee Summary below is an estimate. Subconsultant geotechnical services will be billed at actual cost to Halff plus a service charge of 10% of the actual cost.

6. Additional Services (Phase 6)

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

PROPOSED FEE SUMMARY

Phase 1 – Surveying Services	\$ 195,975.00
Phase 2 – Design Engineering Services	\$ 365,340.00
Phase 3 – Permitting Services	\$ 26,070.00
Phase 4 – Bidding and Construction Phase Services (Phase 4)	\$ 43,800.00
Phase 5 – Subconsultant Services (Estimated Geotechnical)	\$ 16,500.00
Total Cost of Engagement:	\$ 647,685.00

TABLE 1 - HOURLY RATE SCHEDULE		
Position	Min Rate/Hour	Max Rate/Hour
Architect I	106.00	149.00
Architect II	111.00	156.00
Architect III	150.00	210.00
Architect IV	196.00	275.00
Architect V	295.00	415.00
Engineer I	119.00	138.00
Engineer II	135.00	185.00
Engineer III	179.00	230.00
Engineer IV	232.00	267.00
Engineer V	299.00	552.00
Scientist I	96.00	108.00
Scientist II	114.00	145.00
Scientist III	163.00	199.00
Scientist IV	216.00	245.00
Scientist V	275.00	395.00
LA/Planner I	91.00	100.00
LA/Planner II	111.00	136.00
LA/Planner III	153.00	191.00
LA/Planner IV	194.00	241.00
LA/Planner V	245.00	367.00
Surveyor I	100.00	120.00
Surveyor II	126.00	126.00
Surveyor III	149.00	166.00
Surveyor IV	177.00	216.00
Surveyor V	224.00	360.00
Field Tech I	67.00	78.00
Field Tech II	84.00	101.00
Field Tech III	105.00	129.00
Field Tech IV	135.00	158.00
Field Tech V	174.00	241.00
Office Tech I	64.00	83.00
Office Tech II	86.00	109.00
Office Tech III	109.00	131.00
Office Tech IV	135.00	166.00
Office Tech V	185.00	284.00
Administrative I	72.00	79.00
Administrative II	86.00	101.00
Administrative III	108.00	141.00
Administrative IV	139.00	158.00
Administrative V	216.00	440.00
Specialist I	95.00	109.00
Specialist II	121.00	146.00
Specialist III	159.00	199.00
Specialist IV	207.00	232.00
Specialist V	287.00	386.00
CEI Srv I	86.00	108.00
CEI Srv II	95.00	120.00
CEI Srv III	108.00	126.00
CEI Srv IV	138.00	204.00
CEI Srv V	173.00	259.00
Intern	79.00	93.00

Note: Rates are subject to revision annually in June.

TABLE 2 - CREW RATE SCHEDULE		
Crew Rates	UM	Bill Rate
1-Man Survey Crew	hour	140.00
1-Man Terrestrial HDS Crew	hour	270.00
2-Man Survey Crew	hour	220.00
2-Man Terrestrial HDS Crew	hour	350.00
3-Man Survey Crew	hour	290.00
Designating (QL-B) (1-Man)	hour	125.00
Designating (QL-B) (2-Man)	hour	250.00
FAA 107 UAS Pilot	hour	260.00
Potholing (QL-A) (1-Man)	hour	200.00
Potholing (QL-A) (2-Man)	hour	335.00
Spar Designating (QL-B) (2-Man)	hour	300.00
Note: Crew , expense and equipment rates are updated periodically rather than escalating annually		

Exhibit D



5/6/2026, 9:32:02 AM

Water Distribution Line

Water Main, In Service

Water Service Line

RWU Service

Sewer Line

Sewer Gravity Main

Sewer Force Main

<all other values>

Parcels

Roads

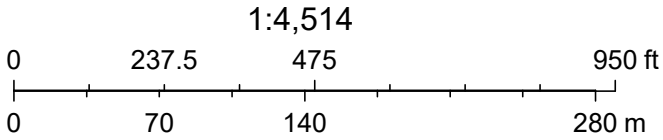
Aerial 2025

Red: Band_1

Green: Band_2

Blue: Band_3

PROPOSED WATERLINE



MO911ServiceBoard, MDC, Vantor, Dept. of Community Development, Rogers, Arkansas, Esri Community Maps Contributors, Arkansas GIS Office, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Exhibit D



5/6/2026, 9:35:55 AM

Water Distribution Line

Sewer Line

Parcels

 Green: Band_2

 Roads

 Blue: Band_3

Water Service Line

--- Sewer Force Main

Aerial 2025

— <all other values>

 Red: Band 1

— RWU Service

 PROPOSED WATERLINE

1:4,514

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Exhibit D



5/6/2026, 9:37:39 AM

Water Distribution Line

Water Main, In Service

Water Service Line

RWU Service

Sewer Line

Sewer Gravity Main

Sewer Force Main

<all other values>

Parcels

Roads

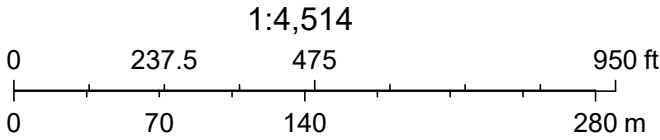
Aerial 2025

Red: Band_1

Green: Band_2

Blue: Band_3

PROPOSED WATERLINE



MO911ServiceBoard, MDC, Vantor, Dept. of Community Development, Rogers, Arkansas, Esri Community Maps Contributors, Arkansas GIS Office, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Exhibit D



5/6/2026, 9:39:59 AM

Water Distribution Line

— Water Main, In Service

Water Service Line

RWU Service

Sewer Line

— Sewer Gravity Main

--- Sewer Force Main

— <all other values>

Parcels

 Roads

Aerial 2025

 Red: Band_1

 Green: Band_2

 Blue: Band_3

PROPOSED WATERLINE

1:4,514

MO911ServiceBoard, MDC, Vantor, Dept. of Community Development, Rogers, Arkansas, Esri Community Maps Contributors, Arkansas GIS Office, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Exhibit D



5/6/2026, 9:41:47 AM

Water Distribution Line

Water Main, In Service

Water Service Line

RWU Service

Sewer Line

Sewer Gravity Main

<all other values>

Parcels

Roads

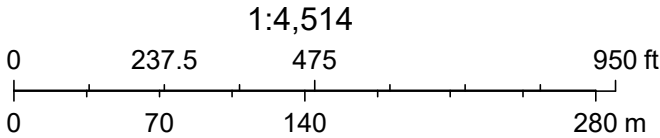
Aerial 2025

Red: Band_1

Green: Band_2

Blue: Band_3

PROPOSED WATERLINE



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Exhibit D



5/6/2026, 9:43:32 AM

Water Distribution Line

Water Main, In Service

Water Service Line

RWU Service

Parcels

Roads

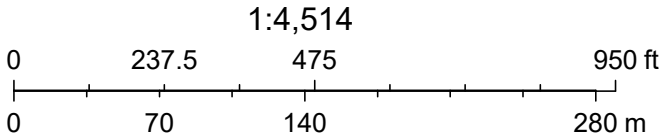
Aerial 2025

Red: Band_1

Green: Band_2

Blue: Band_3

PROPOSED WATERLINE



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Exhibit D



5/6/2026, 9:44:52 AM

Water Distribution Line

Water Main, In Service

Water Service Line

RWU Service

Parcels

Roads

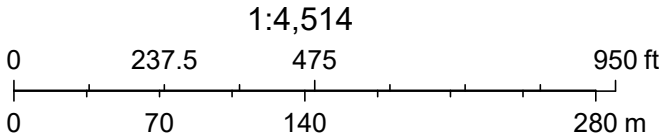
Aerial 2025

Red: Band_1

Green: Band_2

Blue: Band_3

PROPOSED WATERLINE



MO911ServiceBoard, MDC, Vantor, Dept. of Community Development, Rogers, Arkansas, Esri Community Maps Contributors, Arkansas GIS Office, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Staff recommends approval of the design services agreement with Halff Associates Inc. , with the total amount not to exceed \$647,685.00. Staff further requests authorization to negotiate and approve the final form and content of the agreement.

RESOLUTION NO. 26-15

A RESOLUTION APPROVING THE POOL OF MERIT PAY INCREASE FUNDS FOR THE ROGERS WATER UTILITIES FOR THE NEXT BUDGETED YEAR; AND FOR OTHER PURPOSES.

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

WHEREAS the Rogers Water Utilities *Compensation Administration Policy* contains a Merit Pay Policy; and

WHEREAS the Merit Pay Policy provides that the Superintendent of RWU will determine the pool of merit increase funds for the next budgeted year, expressed as a percentage of the amount of RWU’s gross payroll, and will present the proposed pool of merit increase funds to the Commission for approval; and

WHEREAS the Superintendent of RWU has proposed that the pool of merit increase funds for the next budgeted year be set at one half of one percent (.5%) of the amount of RWU’s gross payroll for the next budgeted year (the fiscal year beginning July 1, 2026); and

WHEREAS the Commission, having duly considered the matter, believes approving the Superintendent’s proposal is in the best interest of RWU.

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

Section 1. The Proposal made by the Superintendent of RWU is hereby approved.

Section 2. The Pool of merit increase funds for the next budgeted year is hereby set at one half of one percent (.5%) of the amount of RWU’s gross payroll for the next budgeted year (the budget year beginning July 1, 2026 and continuing through June 30, 2027).

Section 3. Nothing in the *Compensation Administration Policy*, and nothing herein, shall be construed as creating any contractual or other legal rights for employees, or altering Rogers Water Utilities' at-will employment policy for employees. To the extent that any provisions of the Compensation Administration Policy conflict with any provisions of any current Rogers Water Utilities *Employee Policy Manual*, or any other policy applicable to Rogers Water Utilities employees, the provisions of the *Employee Policy Manual* and/or the other applicable policy shall control.

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

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

PASSED AND APPROVED this 15th day of June 2026.

Jené Huffman-Gilreath, Chairman

ATTEST:

Brent Dobler, Acting Secretary

RESOLUTION NO. 26-16

A RESOLUTION AMENDING THE *COMPENSATION ADMINISTRATION POLICY* FOR THE ROGERS WATER UTILITIES: AMENDING PAY RANGES; 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 amend the pay policy range table in *the Compensation Administration Policy* to reflect the findings of RWU’s annual wage and salary survey.

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

Section 1. Effective July 1, 2026, the *Compensation Administration Policy* is hereby amended as follows: The pay range table included in the Policy currently styled “Rogers Water Utilities 2026 Pay Policy Ranges” is hereby replaced with the pay range table styled “Rogers Water Utilities 2027 Pay Policy Ranges,” attached hereto as Exhibit 1. Pay ranges are expressed in U.S. Dollars. Salaried positions exempt from overtime and minimum wage requirements (“exempt positions”) are noted by asterisk on Exhibit 1. Pay ranges for employees in positions which are not exempt from overtime and minimum wage requirements (“non-exempt positions”) assume full-time employment for one year at a corresponding hourly wage.

Section 2. The management of the Rogers Water Utilities is authorized and directed to republish the *Compensation Administration Policy* as amended herein and to implement the *Compensation Administration Policy* as amended herein.

Section 3. Nothing in the *Compensation Administration Policy*, and nothing herein, shall be construed as creating any contractual or other legal rights for employees, or altering Rogers Water Utilities’ at-will employment policy for employees. To the extent that any provisions of the *Compensation Administration Policy* conflict with any provisions of any current Rogers Water Utilities *Employee Policy Manual*, or any other policy applicable to Rogers Water Utilities

employees, the provisions of the *Employee Policy Manual* and/or the other applicable policy shall control.

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

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

PASSED AND APPROVED this 15th day of June 2026.

Jené Huffman-Gilreath, Chairman

ATTEST:

Brent Dobler, Acting Secretary

EXHIBIT 1

ROGERS WATER UTILITIES 2027 PAY POLICY RANGES

Job Title	Salary Min	Salary Mid	Salary Max
Superintendent*	150,010	187,512	225,014
Utility Engineer*	120,203	150,259	180,315
Plant Manager*	116,418	145,538	174,658
Senior Programmer/Developer*	114,525	143,166	171,808
Controller*	114,462	143,083	171,704
Operations Manager*	109,242	136,573	163,904
IT Manager*	107,099	133,890	160,680
Human Resources Manager*	103,813	129,771	155,730
Senior Engineer*	95,930	119,933	143,936
Assistant Pollution Control Manager	92,186	115,232	138,278
Design Engineer*	88,421	110,531	132,642
Technical Manager	80,766	100,963	121,160
IT System Administrator	80,704	100,901	121,098
IT Network Administrator	80,122	100,173	120,224
GIS/Mapping Analyst	78,915	98,654	118,394
Plant Maintenance Supervisor	68,266	85,342	102,419
Environmental Services Supervisor	68,078	85,114	102,149
Office Manager	67,850	84,822	101,795
City Works Coord/Tech Operations Supervisor	67,642	84,552	101,462
Field Operations Supervisor	67,642	84,552	101,462
Inspection Supervisor	67,642	84,552	101,462
Maintenance Supervisor	67,642	84,552	101,462
Meter & Service Supervisor	67,642	84,552	101,462
SCADA/Instrumentation Supervisor	67,642	84,552	101,462
Solids Handling Supervisor	67,642	84,552	101,462
Utility System Supervisor	67,642	84,552	101,462
Warehouse Supervisor	67,642	84,552	101,462
IT Specialist	66,477	83,096	99,715
Senior Engineering Tech	64,979	81,224	97,469
Senior Accountant	64,854	81,078	97,302
GIS Technician	64,043	80,059	96,075
Crew Lead	59,467	74,339	89,211
SCADA/Instrumentation Technician 2	58,240	72,821	87,402
SCADA/Instrumentation Technician 1	57,034	71,302	85,571
Solids Handling Coordinator	56,098	70,138	84,178
Pretreatment Coordinator	56,098	70,138	84,178
Locates	55,349	69,202	83,054
Plant Maintenance Tech 2	54,954	68,702	82,451
Design Technician	54,371	67,974	81,578
System Analyst	54,142	67,683	81,224
Environmental Specialist	54,142	67,683	81,224
Construction Inspection Tech	52,686	65,874	79,061
Plant Maintenance Tech 1	52,624	65,790	78,957
Environmental Tech	52,582	65,728	78,874
Field Operator 2	52,416	65,520	78,624
Plant Operations Tech 2	52,416	65,520	78,624
Accounting Assistant	51,750	64,709	77,667
Fats Oils Grease (FOG) Inspector	51,522	64,418	77,314
Plant Maintenance Tech	51,355	64,210	77,064
Field Operator 1	50,419	63,045	75,670
Plant Operations Tech 1	50,419	63,045	75,670
Field Tech 2	47,424	59,280	71,136
Plant Operations Tech	47,424	59,280	71,136
CSR 2	46,509	58,136	69,763
CSR 1	43,950	54,954	65,957
Field Tech 1	41,517	51,896	62,275

* designates Exempt

Effective 7/1/2026

RESOLUTION NO. 26-17

A RESOLUTION APPOINTING AN ORGANIZATIONAL REPRESENTATIVE FOR ANTICIPATED LITIGATION; AUTHORIZING FILING OF CLAIMS REGARDING THE PINNACLE SANITARY SEWER IMPROVEMENTS PROJECT; AND FOR OTHER PURPOSES.

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

WHEREAS there is a dispute between RWU and Goodwin & Goodwin, Inc. (“Goodwin”) concerning the Pinnacle Sanitary Sewer Improvements Project (“the Project”) and legal action is anticipated; and

WHEREAS it may be necessary for the Commission and RWU to file claims concerning the project and to defend against purported claims asserted by Goodwin and/or other parties; 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 the anticipated litigation 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, is familiar with the facts and matters at issue in the anticipated litigation and is well suited to serve as an organizational representative for the Commission and RWU in the anticipated litigation.

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 the anticipated litigation and is authorized, on behalf of the Commission and RWU, and in consultation with legal Counsel for the Commission and RWU, 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 the litigation 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 (Arkansas or Federal) 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, is authorized to approve the filing, on behalf of the Commission and RWU, any pleadings, motions, or other documents asserting claims against Goodwin and/or other parties concerning the rights of RWU and the Commission with regard to the project and related matters, including, without limitation, seeking a declaratory judgment pursuant to the Arkansas Declaratory Judgment Act and other 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 Goodwin and/or other parties. Mr. Dobler is further authorized to engage in further negotiations, on behalf of the Commission and RWU, with Goodwin and/or other parties to attempt to resolve the dispute without litigation or to resolve any litigation once commenced.

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

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

PASSED AND APPROVED this 15th day of June 2026.

Jené Huffman-Gilreath, Chairman

ATTEST:

Brent Dobler, Acting Secretary