

ENVIRONMENTAL COMPLIANCE & SAFETY DEPARTMENT STATUS REPORT
JULY 2024

	<u>BOD</u>	<u>TSS</u>
Faulkner Lake	5.4 mg/L (30 Max.)	4.1 mg/L (30 Max.)
Maumelle	15.1 mg/L (30 Max.)	8.4 mg/L (30 Max.)

	<u>CBOD</u>	<u>TSS</u>
Five Mile	19.0 mg/L (25 Max.)	27.8 mg/L (90 Max.)
White Oak	14.2 mg/L (25 Max.)	23.4 mg/L (45 Max.)

Jaime Marrow
Office Assistant II

Engineering Department Major Project Status

Project	Contract Amount	NTP Date	Contract Completion Date	Percent Complete to Date
1 Broadway Area Pipe Bursting 2023 Collection System Renewal	\$3,711,806.00	November 23, 2023	November 27, 2024	46%
2 Maumelle Diversion Force Main Easement Acquisition	\$25,000.00	NA	NA	10%
3 Levy/Pershing Area Pipe Bursting 2024 Collection System Renewal	\$5,760,512.00	May 30, 2024	August 23, 2025	0%
4 2024 Annual Biosolids Removal and Beneficial Reuse	\$1,055,500.00	May 3, 2024	October 31, 2024	41%
5 Lower Riverside Interceptor CIPP, Phase II Rehabilitation	\$9,977,770.00	NA	NA	0%

Project Description

- 1 **Broadway Area Pipe Bursting 2023 Collection System Renewal:** This project consists of pipe bursting rehabilitation of 35,161 linear feet of 6" through 8" secondary sanitary sewer mains and external reconnection of approximately 425 services.
- 2 **Maumelle Diversion Force Main Easement Acquisition:** This project is to acquire the remaining 24 easements required to move forward with the project. Ferstl Valuation Services has completed the appraisals requested for the acquisition.
- 3 **Levy/Pershing Area Pipe Bursting 2024 Collection System Renewal:** The project consists of pipe bursting 44,617 linear feet of 6" -10" sanitary sewer mains and externally reconnecting approximately 702 services. The contractor has received the materials for the project.
- 4 **2024 Annual Biosolids Removal and Beneficial Reuse:** This project consists of removal and land application of approximately 3,500 from the Five Mile Creek WRF and up to 5,000 dry tons from the Faulkner Lake WRF. Faulkner Lake removal is substantially complete.
- 5 **Lower Riverside Interceptor CIPP, Phase II Rehabilitation Project:** This project consists of CIPP renewal of 12,415 linear feet of 54" reinforced concrete interceptors and installation of 7, 8-foot diameter manholes. The Notice of Award was issued August 2, 2024.



Memorandum

TO: Michael Clayton
FROM: Lyle Leubner
DATE: 8/7/2024
RE: Treatment Report

Faulkner Lake Plant

- Clarifier Mechanism and Structure Coating Project 2024 – The Utility’s attorneys determined because the low bidder’s Contractor’s license was restricted to projects less than \$750,000 at the time of bid, they would recommend not awarding the contract to the low bidder. At this point, staff determined it would be in the best interest of the Utility to reject all bids and re-advertise the project.
- Influent Pump Station Controller- Staff had enough parts on hand to repair the existing controller and restore automatic controls. A project to update the controller to one consistently used in the treatment plants is on the list.
- Sludge Pump Grinder Controls – Most of the parts to build an updated master control panel have arrived, and staff has begun assembly.

Five Mile Plant

- Southeast Access Road – Road through an existing gate to connect the SE corner of the polishing pond levee to the existing solar plant road is complete.
- Influent Pump #2 – Pump has failed and has been pulled and delivered to Jack Tyler Engineering for repair. Repair cost has been quoted at \$45,028.40. Approval has been given to them to proceed.

White Oak Plant

- BarScreen Installation Project – Operations staff have integrated the barscreen alarms and controls into the existing SCADA system. This allowed the plant operator to finetune the operation while improving efficiency and reducing wear from excessive running. The contractor will return to complete punch list items, including adjusting the isolation gates that will not seal off when closed.
- Chlorine Induction Pump #2 – Pump has been repaired and is back in service.
- Lagoon Aeration Upgrades – New aerator control panel has been mounted, and a PO has been issued to a contracted black water diver for mooring cable connections on the anchor blocks. Our staff is awaiting the diver contractor’s schedule for the installation.



Maumelle Plant

- Pond Levee Repair Project – Staff are waiting on ADEQ to provide the construction permit before the Notice to Proceed may be issued to the contractor. Based on status updates from ADEQ, it may finally be in our possession sometime in September. The contractor indicated that the project would require 8 weeks to complete.
- Comminutor Controls – New master comminutor control panel has been installed and integrated into SCADA for all 3 comminutors.

Misc

- Risk Management Program (RMP) - The two latest Operations employees are to receive training on August 12th. Additionally, the EPA has finalized the “Safer Communities by Chemical Accident Prevention Rule,” which revises certain requirements within our Risk Management Program. Our designated RMP Coordinator, Justin Shahan has reviewed the updated CFRs and determined that our responsibilities will expand to include the following:
 - Add additional consideration for natural hazards and power loss as part of our Program 2 Hazard Review
 - Create a system for a formal root cause analysis after an RMP accident.
 - Engage a third party to perform a compliance audit after an RMP accident.
 - Create a process of employee engagement to resolve process hazard analysis, compliance audit, and incident investigation recommendations.
 - Create a system to facilitate employee anonymous reporting for RMP-reportable accidents or other related RMP non-compliance issues.
 - Train employees on the newly created employee participation program.
 - Develop procedures for informing the public about accidental releases.
 - Provide chemical hazard information upon request to residents living within 6 miles of the facility, in the language requested.
 - Provide release notification data to local responders.
 - Ensuring a community notification system is in place for notification of RMP accidents.
 - Conduct field exercises every ten years. The first exercise must be performed by March 15, 2027.
 - Preparation of reports following emergency response exercises.
 - Update and resubmit our RMP to reflect these new changes by 2028.Unless otherwise noted, the compliance deadline for these new requirements is May 10, 2027.
- 500 KW Mobile Generator – Staff has budgeted for a large mobile generator to serve as redundant backup power for all our major pumping facilities.



Memorandum

TO: Michael Clayton
FROM: Brian Kirkendoll
DATE: 8-6-24
RE: Pump Maintenance Report

Faulkner Lake Treatment Plant

- Replaced fan on Effluent sampler
- Replaced both Effluent shut off valves at Primary #3
- Repaired electrical busbars and connections on the hoist at CL2 dock
- Replaced the valve motor on Final Clarifier #1
- Installed a run indicator light on Admin. Generator

White Oak Treatment plant

- Replaced belts on Influent Generator
- Replaced idle switch on the Influent Generator

Five Mile Treatment Plant

- Pulled #2 Influent Pump took to Jack Tyler Engineering for evaluation
- Sprayed algaecide in polishing pond

Maumelle Treatment Plant

- Pulled #1 Comminutor took to AFT for repairs
- Pulled #2 Surge Basin pump removed debris
- Replaced contactor on #6 aerator
- Replaced lights in both storage buildings
- Pulled #6 aerator took to High Speed for warranty work
- Removed old valve manifold from the digester

Faulkner Lake Shop Work

- Repaired Dixie Chopper deck spindle
- Repaired a valve wrench for Operations
- Removed rod reel for M&C
- Manufactured a water cooler bracket for Roy's vac truck

Trammel Estates Pump Station

- Replaced work area light

- Hooked up our portable generator due to a power outage

Faulkner Crossing Pump Station

- Replaced contactor on pump #1
- Pulled pump #1 removed debris (7.5 HP Flygt)

Mid- State Pump Station

- Replaced work area light
- Replaced barbed wire around top of the fence

Rixie 161 Pump Station

- Replaced burnt wires between the PLC and the panel

Shorter College Pump Station

- Replaced flapper valve on #1 pump (3" Gorman Rupp)

Shillcut Pump Station

- Replaced conveyor motor on the main conveyor

Maranes Pump Station

- Installed rebuilt #2 pump (5 HP Pentair)
- Replaced capacitor on #1 pump (5 HP Pentair)
- Replaced PLC Module
- Pulled #2 pump sent back to ISI

Eureka & 46TH Street Pump Station

- Replaced battery on the generator
- Replaced work are light

Durango Pump Station

- Stained the fence

Naylor Pump Station

- Stained the fence

Maumelle Valley Pump Station

- Stained the fence

Osage Hills Pump Station

- Stained the fence

7400 BAUCUM PIKE
P.O. BOX 17898
NORTH LITTLE ROCK, AR 72117-0898

PHONE (501) 945-7186
FAX (501) 945-2367



Memorandum

TO: Michael Clayton
FROM: Marybeth Eggleston
DATE: 8/5/2024
RE: Environmental Compliance & Safety Status Report

The July safety training on “Eye Protection” was conducted via online activity. The video was posted, an email was sent out to all staff with instructions on how to access the video, and the timeline within to watch and send back signed acknowledgement.

Educational mailers were printed and will be an insert in August billing sent out via UBS for Central Arkansas Water.

ADEQ performed a Compliance Evaluation Inspection on the Maumelle Treatment Plant 7/18/2024.

Marybeth Eggleston, Manager, Environmental Compliance and Safety, Mitch Foreman, Supervisor Pretreatment, and Chris Lumpkin, Technical Specialist Environmental Compliance and Safety attended the annual Region VI Pretreatment Association (RVIPA) workshop in Denton, Texas July 23-26.



MEMORANDUM

TO: Michael Clayton, Executive Director
FROM: Alice Fulk, Human Resources Director
DATE: 08/05/2024
RE: Human Resources Department Report

Recruiting and Hiring

- Open job posting for a Repair Crew Assistant. We just recently filled one Repair Crew Assistant but still have one vacancy.
- The NLRW Retirement Committee met in May; our next meeting is August 21, 2024.

New Website

- The new website is fully operational now.

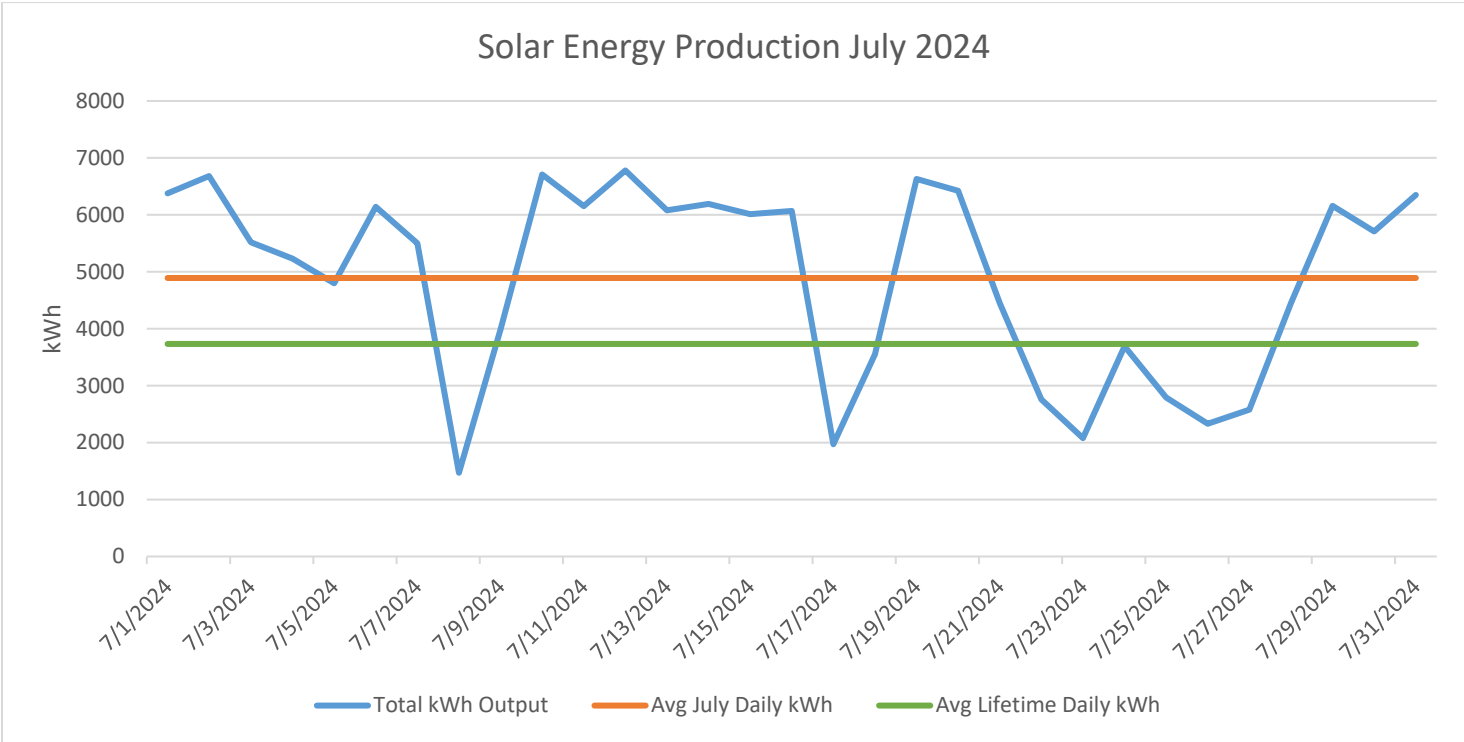
Training

- We are researching various trainings for utility employees.



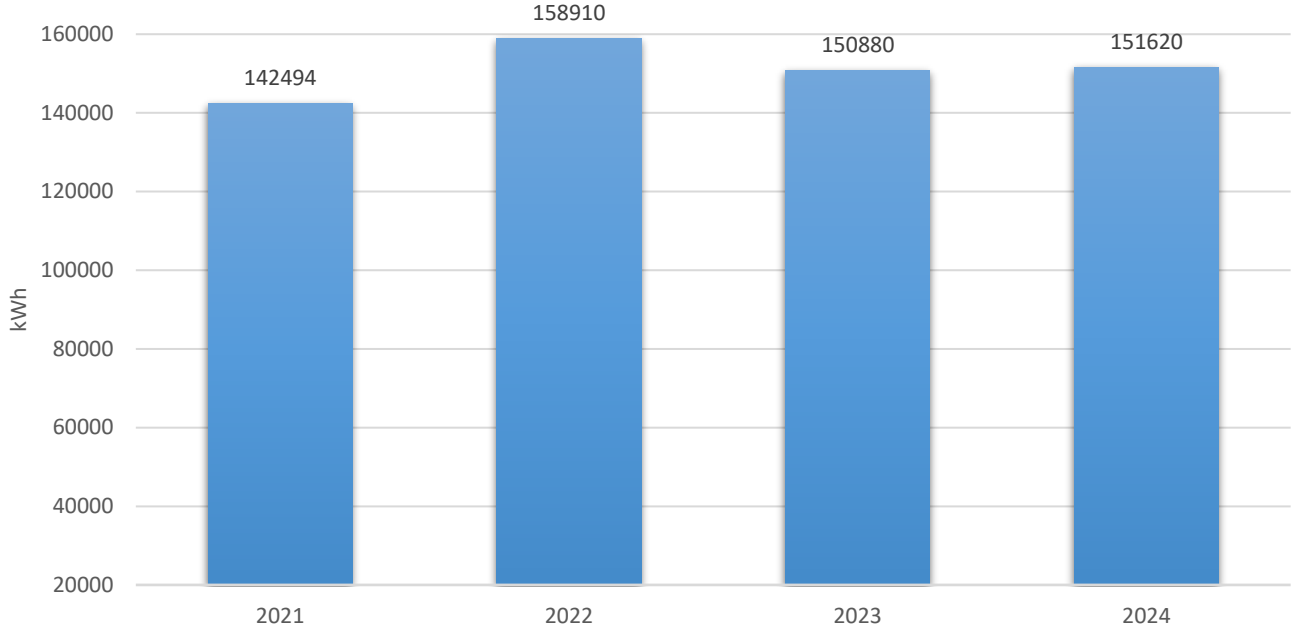
Memorandum

TO: Michael Clayton
FROM: Justin Shahan
DATE: August 1, 2024
RE: July Solar Plant Report

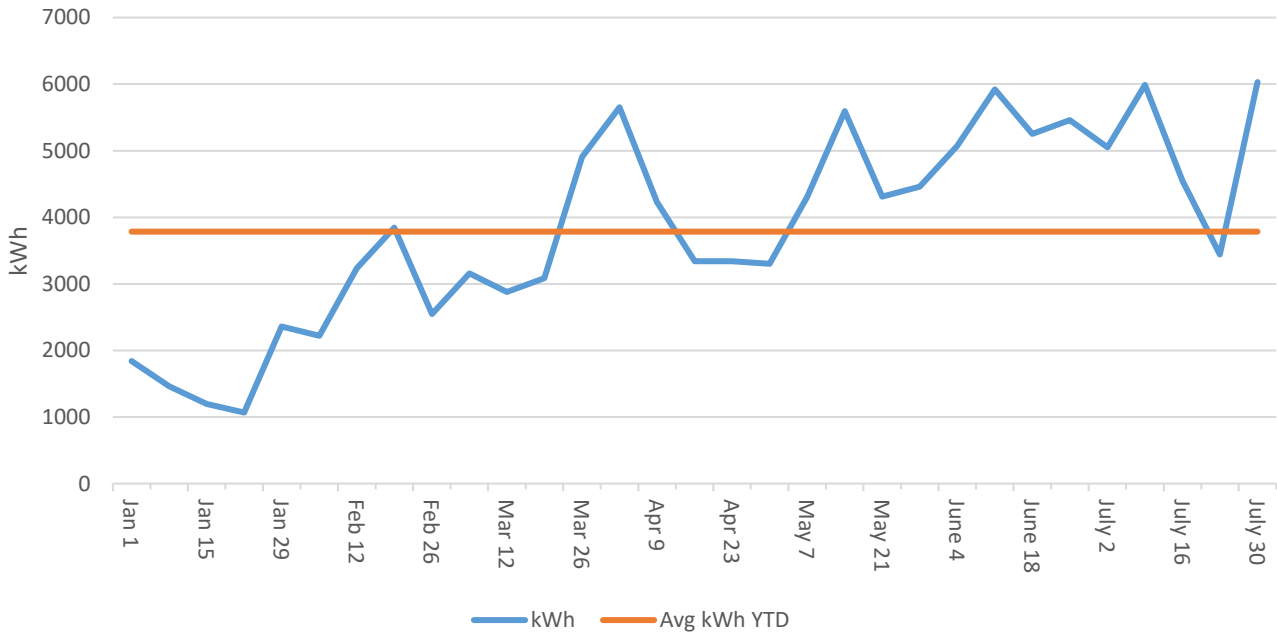


Week	kWh Production
July 1 – July 7	40250
July 8 – July 14	37370
July 15 – July 21	35100
July 22 – July 28	20680
July 29 – July 31	18220
Total kWh=	151620
Average July Daily kWh	4891
Average Lifetime Daily kWh	3733

July Year over Year



2024 kWh Production YTD

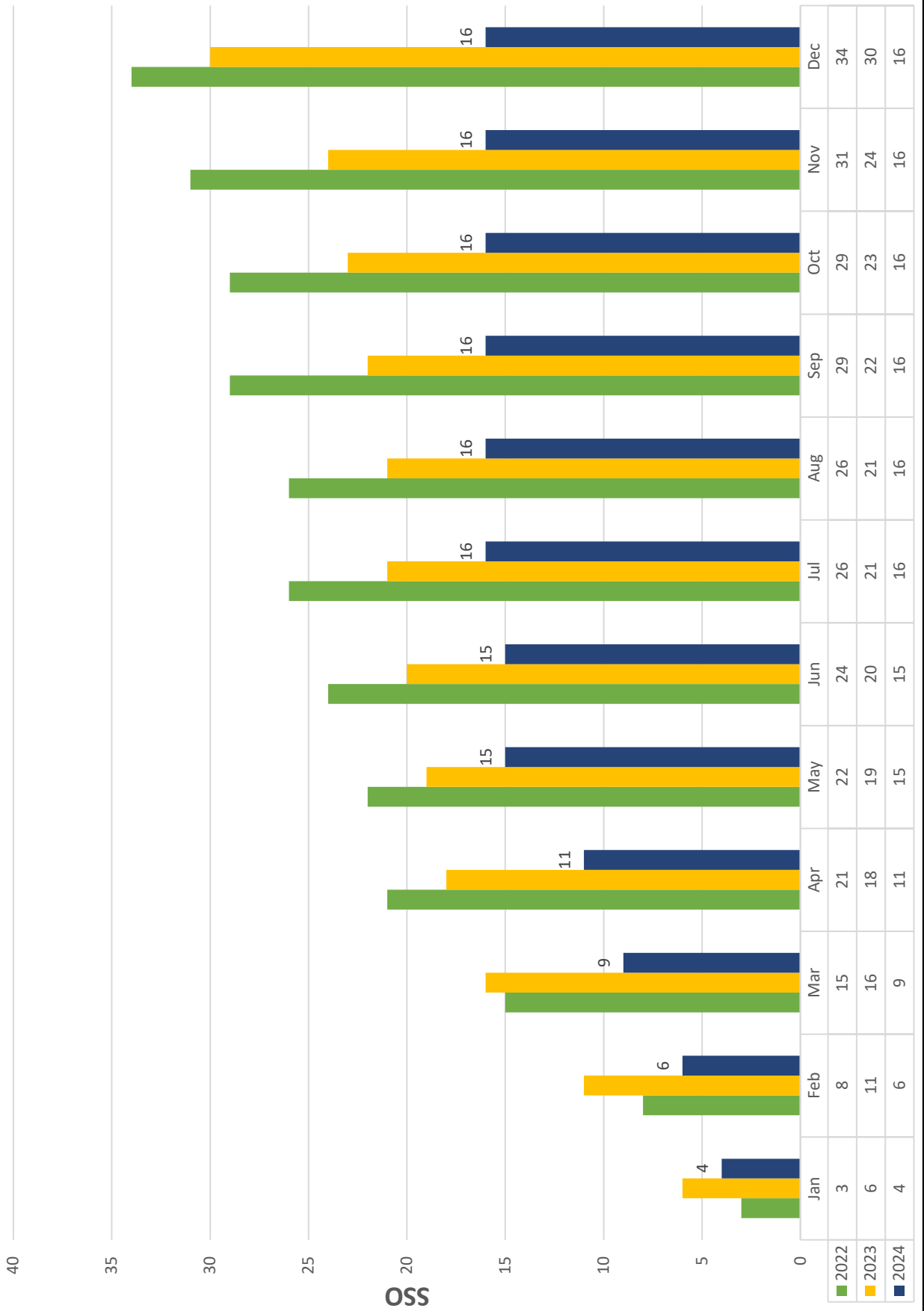




NLRW Maintenance & Construction Department
2024 Year-To-Date Work Recap Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Service Requests													
Total Requests	95	144	131	101	100	119	87						777
Trouble Crew Calls	65	78	78	54	54	63	45						437
Private Line Issue	24	29	28	13	20	17	10						141
NLRW Main or Manhole Issue	3	2	11	6	4	5	3						34
NLRW Force Main Issue	0	0	0	0	0	0	0						0
Other	27	33	32	31	28	36	26						213
Construction													
Point Repair	13	13	11	12	19	13	17						98
Open Cut (LF)	0	256	122	0	140	70	197						785
Manhole - Repair	33	25	18	20	13	8	16						133
Manhole - Rehab	4	17	20	15	13	19	16						104
Manhole - New Installation	2	5	7	4	0	0	0						18
Tap - New Installation	1	2	2	6	2	2	1						16
Tap - Disconnect	0	0	0	0	0	5	3						8
Maintenance													
Pipeline Cleaning (LF)	129,097	178,121	133,676	172,529	203,821	139,618	234,435						1,191,297
Pipeline CCTV (LF)	19,783	24,399	22,996	17,187	7,024	17,920	12,269						121,578
Service Lines													
Assistance Program (LF)	44	30	0	70	30	56	119						349
Inspections - New	10	45	25	46	18	32	29						205
Inspections - Replacement	8	11	13	13	14	15	10						84

Cumulative SSO YTD vs Last 3 Years





**AGENDA FOR
NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE
MEETING**

RE: Committee Meeting
PLACE: Faulkner Lake Treatment Plant Admin Conference Room
7400 Baucum Pike, North Little Rock, Arkansas 72117
DATE: August 13, 2024
TIME: 12:15 PM

- (1) ROLL CALL OF THE COMMITTEE MEMBERS
- (2) APPROVAL OF THE MINUTES OF THE JULY 9, 2024, MEETING
- (3) CASH DISBURSEMENTS FOR JULY 2024
- (4) FINANCIAL REPORT FOR 1ST QUARTER, 2024 AND APRIL 2024
- (5) 2023 AUDIT REPORT
- (6) ASSET CAPITALIZATION POLICY UPDATE
- (7) 500 kW DIESEL POWERED MOBILE GENERATOR PURCHASE



(1)

ROLL CALL of the COMMITTEE MEMBERS

MR. KENNETH MATTHEWS
MR. GABE STEPHENS
MS. KAREN BRYANT
MR. ED NELSON
MS. MARIE HOLLOWELL



(2)

NEW BUSINESS

ACTION REQUESTED

Approval of the Minutes of the July 9, 2024, Committee Meeting.



NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE

MINUTES OF A MEETING HELD TUESDAY, JULY 9, 2024

A meeting of the North Little Rock Wastewater Treatment Committee was held on Tuesday, July 9, 2024, in the administrative offices located at the Faulkner Lake Treatment Plant.

The meeting was called to order by Chairman Matthews at approximately 12:15 p.m. The roll was called and all Committee members were present. Those in attendance at the meeting were Chairman Matthews, Mr. Gabe Stephens, Mr. Ed Nelson, Ms. Karen Bryant and Ms. Marie Hollowell. Also in attendance were Mr. Michael Clayton, Director, Ms. Alice Fulk, Human Resources Director, Ms. Shelley Cline, Director of Finance, Mr. Sam Hilburn and Mr. Scott Hilburn with Hilburn & Harper, Ltd. and Dawn Harmon.

First, the Committee reviewed the minutes of its June 11, 2024, meeting. There being no questions or comments, a motion was made by Mr. Stephens, seconded by Mr. Nelson, to approve the minutes of the June 11, 2024, meeting as submitted. The motion carried unanimously.

The Committee then reviewed the cash disbursements for June 2024. There being no comments or questions, a motion was made by Mr. Stephens, seconded by Ms. Bryant, to approve the cash disbursements for June 2024 reflecting total cash disbursements of \$3,092,082.40 and fund transfers between accounts of \$2,455,949.00. The motion carried unanimously.

Director Clayton then updated the Committee on the 2024 financial statements. He stated that most corrections have been made and updated and the first quarter financials should be available for review by the Committee at the August meeting.

Next, Director Clayton discussed the Clarifier Mechanism and Structure Coating Project 2024. Faulkner Lake's secondary clarifiers utilize a steel truss gear-driven mechanism that rotates continuously to remove all settleable and floatable solids from the wastewater stream. Due to age and residing in a harsh environment, the steel's epoxy coating is in a state of failure, and it is timely to address it. The primary clarifiers and gravity thickeners experienced similar failures, and a rehab project was recently completed to extend the life of those assets. The secondary clarifier steel mechanisms were budgeted to be recoated this year along with concrete rehab of the Chlorine Contact Chamber. This project also includes rehabilitation of the following:

1. Influent Pump Station Piping

2. Sludge Pump Station Piping
3. Influent Wetwell Hoist Gantry (Faulkner Lake and White Oak)
4. Chlorine Building Hoist Gantry (Faulkner Lake and White Oak)
5. Lagoon MCC Enclosures and Generator (White Oak)
6. Chlorine Contact Chamber Concrete Rehab
7. Aeration Basin Top of Wall Coating

The clarifier manufacturer specified a coating provided by the epoxy coating company TNEMEC. The staff contacted the local representative and obtained appropriate specifications for materials and procedures for proper surface preparation and installation. This information was used to advertise for bids in search of a qualified contractor to rehab the Utility's assets. The bid tabulation is provided, and the base bid included lead abatement for the influent pump station piping. Fortunately, while this was in the bidding process, samples taken from the pump station were tested and it was determined that lead abatement will not be necessary. Although the low bidder is determined by the base bid amount, the lead abatement may be deducted from the project and contract amount. The bids, less item 24 for lead abatement, are as follows:

Mongan Painting	\$ 853,500.00
Thomas Industrial Coatings	\$1,182,704.00
Kinard Painting and Sandblasting	\$1,227,000.00

The low bidder, Mongan Painting's statement of bidder qualifications has been reviewed, and this company appears to be adequately capable of performing the work. Eagle Rock Coatings, the local TNEMEC representative, has successfully completed three similar projects with Mongan Painting and those projects went well. The only issue is Mongan's Arkansas Contractor's license was restricted to projects below \$750,000.00 at the time of the bid, but they were concurrently working to renew their license at the unlimited project amount. That has since been resolved as their license is now renewed and upgraded at the unlimited rate. They have also successfully completed projects larger than this one in other states. The 2024 budget includes \$1,200,000.00 for this project. After discussion, a motion was made by Ms. Bryant, seconded by Mr. Nelson, to waive the informality of the low bidder's restricted license at the time of bid, and authorize the staff to award the contract to Mongan Painting in the amount of \$853,000.00 for the Clarifier Mechanism and Structure Coating Project 2024. The motion carried unanimously.

Director Clayton then updated the Committee on the following:

1. The 2023 Audit is complete and will be presented at the August 2024 Committee meeting.
2. Approximately a year ago, one of the Utility's employees was involved in an auto accident. The other party filed a lawsuit and requested \$780,000 in damages. After a two-day jury trial, both parties were found to be at

fault; however, no monetary damages were awarded.

3. Director Clayton is still finalizing the calculation for the tie-on fees. He further added that the policy will have to be amended and all this will be ready for review at the August 2024 Committee meeting.

Chairman Matthews then stated that this is normally the time of year when the Committee discusses raises for the Utility employees. He suggested that since inflation is so high, give all employees a one-time bonus instead of a percentage raise. After a lengthy discussion, a motion was made by Mr. Stephens, seconded by Mr. Nelson, to give all employees a \$1,000.00 one-time bonus in August 2024. The motion carried unanimously.

There being no further action to come before the Committee, a motion was made by Mr. Nelson to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at approximately 12:30 p.m.

APPROVED AS TO FORM:

RESPECTFULLY SUBMITTED,

K. W. MATTHEWS, CHAIRMAN

**GABE STEPHENS, VICE-CHAIRMAN/
SECRETARY**

(3)

CASH DISBURSEMENTS FOR JULY 2024

ACTION REQUESTED

Approval of the Cash Disbursements for July 2024 showing total
Cash Disbursements of **\$3,075,952.85** and
Fund Transfers between accounts of **\$ 2,640,460.00**.



**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
JULY 2024**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
NAT-PR-14	Nationwide Retirement Solutions	4,155.85	Employee Paid Supplemental Savings Pay Ending 6/30/2024
PR-14	Payroll Tax	50,972.03	Pay Period Ended 6/30/24 Paid on 7/2/24
59908	OCSE Clearinghouse SDU	950.00	Child Support Obligation / 5 Employees Pay Ending 6/30/24
59909	Heart of Arkansas United Way	33.00	Employee Charitable Giving Pay Ending 6/30/2024
59910	American Business Engine	1,500.00	2 months Website Maintenance 6/10 - 8/10/24
59911	AT&T	1,271.78	Monthly Phone Service FLTP
59912	CD AWW&WEA	800.00	Central District Annual Summer Seminar Registrations (16 @ \$50 each)
59913	Azteca Systems, LLC	52,088.40	CityWorks Renewal through 7/30/2025
59914	Banana Graphics	1,184.26	Caps & Beanies for FL Ops (80 total)
59915	Battery Outfitters	74.06	12 Volt Batteries for SCADA
59916	Bentco, Inc.	1,622.79	PLC, Digital Input Modules/MTP Comminutor Control Panel; Analog Outputs
59917	Central Arkansas Turf, LLC	216.50	Bermuda Sod for Repairs on Pike Avenue and West Broadway
59918	Cintas	2,421.43	Mats, Ultraclean, Towels, Uniform Service
59919	Core & Main, LP	2,498.58	For Inventory/Saddle Tees, Sewer Pipe, Fernco
59920	Crow Burlingame	291.41	Mystik and 2-Cycle Oil, Bulbs, Mini Fuses
59921	Cummins Sales and Service	1,148.50	Service Generator at White Oak Influent
59922	EGP, PLLC	12,000.00	Audit Services Progress Billing
59923	Elliott Electric Supply, Inc.	10,493.41	VFD - Spare from 2023 Pump & VFD Budget; (Ordered in 2023)
59924	Express Oil Change	102.92	Unit 136 Oil Change
59925	F.L. Davis Sherwood Hardware	121.51	Stihl Trim Head Speed Feed - FL Lawn Maintenance
59926	FedEx	33.91	Entergy Payments Express Mail
59927	Fisher Scientific	2,152.19	5ML Dispenser Tips, 4oz Jars, 40ML Vials, Aluminum Weighing Pans, Neodisher, Pipettes - Lab Supplies
59928	Fuller and Son Maumelle	309.67	Tape Rule 30' & Plywood, Trimmer Line, Drill Bits
59929	Granite Mountain Quarries	1,332.40	Stone & Gravel (6/7 & 6/11/24)
59930	HDR Engineering, Inc.	21,038.87	Engineering Services Maumelle Pump Station Design 4/23 - 6/1/24
59931	Henard Utility Products	920.30	Unit 143 Footage Counter Replacement
59932	Hi-Speed Industrial Service	5,469.53	Rebuild 25HP Aerator for Pump Maint Spare
59933	Hum's Hardware	2,275.19	Cable Ties, Extension Pole, Gorilla Tape, Electric Tape, Splice Butt, 2-Cycle Oil, J-Hook Bolts, Gloves, Trimmer Line, Hose Nozzles, Weed Eater, Threading Fluid, Drill Bits, S/S Hex Cap Screws, S/S Flat Washers, S/S Wedge Anchors. Hammer bits, Ratcheting Tie Downs, Poly Film, Marking Paint, Pipe Seal Tape, Air Connectors, Couplers, Pool Trowel, Pointing Trowel, Mud Ribbon Mixer, Hole Saws, Bypass Lopping Shears, 18Lb Pinch Bar, Conduit, Push Broom, Chip Bristle Brush, Pipe Nipple, Extractor Screw, Air Filters, Master Padlock Keys, Single Cut Keys, Split Ring Key Tags, 5 Gal Pail, Universal Clamps, Shovel, V-Jaw Pliers, Oil Absorbent Clay
59934	Hum's Rental	865.48	Excavator & Bucket/ Ward 2; Excavator & Breaker/North 'H' Street
59935	ICM of America, Inc.	1,918.45	Trench Box/900 W. Broadway; Survey Paint
59936	Integrity Data	34.70	Negative Payroll Subscription - July
59937	Interstate Tire	747.84	Flat Repair Unit 117 and Unit 145; 4 Tires, Balanced Unit 151
59938	JJ Keller & Associates, Inc.	637.95	1-Yr Subscription Renewals/Workplace Safety Regulatory Alert and Workplace
59939	L&L Municipal Supplies & Tools	1,292.10	Tripod Sign Stands, Detour Ahead Signs, Arrow Sign Overlays
59940	Laboratory Instrument Specialists	1,729.00	Service and Calibration FLTP & MTP Process Solids Analyzer
59941	Legacy Termite and Pest Control	273.75	FLTP Operations Pest Control Monthly
59942	Liberty Trailer Co., Inc.	39.15	Adapters to hook up Air Compressors
59943	Middleton Brothers Trucking, Inc.	525.00	Delivery of Material to 5-Mi Solar Access Road
59944	National MedTest, Inc.	55.00	Random Drug Screening 1 Employee
59945	North Little Rock Electric	43,775.32	Electric Bills: Admin, FL Blower, Plant Maint, FLTP, FL Sludge Lagoon, Baucum Ind Pk, Cypress Xing, Delta Lawn, Dixie, Faulkner Xing, Galloway, Harris Ind Pk, Hwy 107, Lakewood, Lansbrook, Maryland E, Oakbrook, Pinetree Pt, Shillcutt, Shorter Coll, WO Gate, 3 xNona St, I-440 Ind Pk, Maryland Pl, Lab, FL M&C
59946	Peterson Concrete Septic Tank	379.48	Grade Rings, NLR Ring & Cover/ Marion Street
59947	Pettus Office Products	225.21	Toner Cartridges, 2 Frames
59948	Professional Forms & Supplies	1,095.85	5000 3-Part Numbered Requisition Forms
59949	River Valley Tractor	251.83	FL Bad Boy Mower Turnbuckle for the Deck, Filters for 5-Mi KX080
59950	RJN Group, Inc.	79,943.00	Hydraulic Modeling through May 24, 2024
59951	S&W Chemical Sales	2,283.24	Nitrile Gloves
59952	Scott Products, Inc.	830.44	Arsenal for MTP
59953	Southern Pipe & Supply	653.36	Ball Valves, Brass Couplings, Brass Nipples - Stock Parts for Air Release Valve; Fernco for Inventory
59954	Southern Star Materials	83.50	Asphalt Patches
59955	Spa Chemicals, Inc.	389.78	Pop-Up Wipes
59956	Stanley Hardware	318.55	Carburetor Muffler, Labor, Gas & Oil for Tamp Machine; Plywood
59957	T&T Equipment	646.05	55 Gal Car Wash Soap
59958	T-Mobile	1,126.00	Monthly Mobile Service for SCADA System
59959	Test Rite LLC	300.00	Test RPZ's at White Oak and Murphy Drive
59960	USA Bluebook	57.45	Over Glasses - Safety Glasses
59961	Wholesale Electric Supply	557.54	Fuses for MTP Lagoon Pumps; Conduit, 90 Degree Elbow, 50 PVC Couplings
59962	Summit Utilities Arkansas, Inc.	88.52	Gas Bills: CCBF, Maumelle Valley, New Bedford, Norfolk, Osage Hills, Seminole E & W, 701 W. 29th

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
JULY 2024**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
59963	UBS	6,515.90	Water Bills: 5-Mi Plant, Lab, FLTP, MTP x 2, Murphy Dr, Shillcutt, WOTP, Oakbrook, Heilman/WO
59964	Welsco	49.17	Cylinder Rental Monthly
59965	First Electric Cooperative	201.96	Gap Creek Electric Bill
59966	A-1 Recovery	273.75	Unit 94 - Tow
59967	American Composting, Inc.	234.48	Tipping Grease Trap 6/21
59968	Arkansas Lawntech	1,150.00	Mow Ditches - June
59969	Arkansas Sod & Turf Farm, Inc.	1,254.87	Sod Repairs Wards 2,3,5
59970	CED-Little Rock	7,227.00	Wire for Aerator Cables
59971	Cintas	1,005.46	First Aid Refills
59972	Core & Main, LP	1,511.10	Manhole Covers, Heavy Duty Rings
59973	Cranford Construction Co.	510.45	Asphalt Repairs - 3 locations
59974	Datamax	228.47	Ops & Engineering Copier Maintenance & Overage
59975	Dept. of Finance & Admin.	13,884.18	June - AR Withholding Tax
59976	Digi-Key Electronics 3058463	213.97	5Volt dc/dc Converter - SCADA
59977	DRT Biosolids	15,240.00	Lime/Biosolids Removal Project - Committee Approved March 12, 2024
59978	Eagle Fence Distributing	139.93	Repairs to Chainlink Fence Ward 2
59979	Enavate SMB, LLC	525.00	Incident Fee - 6/7/24 (Cloud-Based Acct'ng Software)
59980	Fuller and Son Maumelle	20.50	Concrete Mix/MH Crew
59981	Goodsell Truck Accessories	2,189.99	Cargo Slide for Unit 149
59982	Grainger	343.45	Capacitors & Relays for 2 Pump Stations
59983	Granite Mountain Quarries	337.60	Gravel for FLTP 6/21/24
59984	Hum's Hardware	18.78	Heat Shrink, Wire Connectors, Pilot Punch
59985	ICM of America, Inc.	350.39	Measuring Wheel, Trench Box
59986	Interstate Tire	533.91	Unit 152/2 Tires; 1 Tire/Trlr 14
59987	JJ Keller & Associates, Inc.	630.43	Human Resources Subscriptions Env Compliance & Regulatory Alert
59988	Jim's Crane Rental Service, Inc.	550.00	Min. Rental 28 ton Crane - MTP Aerator #6
59989	Jim's Tree Service	4,200.00	Cut down and Remove 4 Trees at Seminole West PS
59990	L&L Municipal Supplies & Tools	1,235.16	Red Dye Tablets
59991	Little Rock Winwater Works	1,955.67	Manhole Exten Rings
59992	Lowe's	43.67	Inline Ref/Ice (Part to repair Ice Maker in Admin Refrigerator)
59993	Office Depot	377.20	Squeegees, Pop-up Wipes, C-Fold Towels, Toilet Bowl Cleaner, Glass Cleaner, Fly Traps
59994	Peterson Concrete Septic Tank	529.98	Cones, Concrete Grade Ring
59995	Powers Truck & Equipment	1,718.71	Unit 109/Repair Hyd Leaks at Manifold, Replace 'O' Rings, Plugs, Battery Shut-Off Valve
59996	Razorback Concrete Co.	555.50	Concrete for Osage Hills PS
59997	River Valley Tractor	583.24	Parts to Repair 5-Mi Kubota Mower SN35083 & FL Bad Boy Mower SN20145
59998	Sherwin-Williams	67.58	Brushes, Roller cups, Paint for Parking Lot & Safety Poles at FLTP
59999	Suncoast Infrastructure, Inc.	421,359.67	Application #6 - Broadway CIPP -Committee Approved 3/14/2023
60000	Sutherland Enterprises, Inc.	1,182.60	Logo's Caps for Summer and Winter
60001	UBS	17.08	Water Bill: Delta Lawn PS
60002	Wholesale Electric Supply	201.92	12 x one-sided Unitaps for FL Aerators
60003	Home Depot Credit Services	1,858.52	336x 60 Lb Bags Quikrete, Light Kits, Spotlight, Jig Saw
60004	Harbor Freight Commercial	85.34	6 x 18x12 Wood Dolly 1000 lb
60005	Capital One Trade Credit	126.99	Cable Ties, Straight Canopy, Towing Light Kit
60006	Summit Utilities Arkansas, Inc.	739.85	Gas Bills: FLTP, Lab, Gap Ck, Austin Lakes, Eureka Grdns, Dixie, Clayton Chapel
60007	OCSE Clearinghouse SDU	950.00	Child Support Obligation / 5 Employees Pay Ending 7/14/24
60008	Heart of Arkansas United Way	33.00	Employee Charitable Giving Pay Ending 7/14/2024
NAT-PR-15	Nationwide Retirement Solutions	4,155.85	Employee Paid Supplemental Savings Pay Ending 7/14/2024
PR-15	Payroll Tax	50,499.91	Pay Period Ended 7/14/24 Paid on 7/16/24
60009	American Composting, Inc.	1,702.84	Tipping Grease 5/6, 5/7, 6/21
60010	Arkansas One-Call System, Inc.	550.35	Member Fee July/ Call Fee June
60011	AT&T	158.20	Monthly Shared Fiber-300 (Internet 1G/1G)
60012	Change Center for Health	3,314.00	M-M Payment for July 2024
60013	Chris Lumpkin	206.50	Per Diem Conference Denton, TX 7/23-26
60014	Cintas	342.54	Mat & Towel Service & Polo Shirts for new Engineer
60015	Control Worx	1,253.89	Chlorinator PM Kits for FL, WO, 5-Mile
60016	CopperFasten Technologies	3,973.05	Replacing Voided Check 59734 issued 6/5/24
60017	Core & Main, LP	628.79	Sewer Wyes, Tees, Clean Out Plugs & Adaptors
60018	Cranford Construction Co.	1,589.85	Asphalt Repairs - various locations in NLR
60019	Enavate SMB, LLC	3,188.86	Monthly Silver Plan & License Fee, Plan Consumption
60020	Entergy Payment Processing	75,413.47	Electric Bills: Paying EVERY Entergy Account -July Due Dates-62 Accounts Total
60021	Environmental Products Group	502,586.37	Vactor 2100i Combination Sewer Cleaner Truck Committee Approved 4/11/2023
60022	Express Oil Change	217.22	Oil Change Unit 146; Unit 132
60023	Granite Mountain Quarries	2,410.22	Stone & Course Base for 5-Mi Access Roads
60024	ICM of America, Inc.	651.53	Manhole Test Ball and Poly Lift Hoses
60025	L&L Concrete	2,400.00	Curb Work 5207 Marion; 5424 Nannette; Driveway Highland Pt Cove
60026	L&L Municipal Supplies & Tools	454.43	MH Ring Protector and Fire Hydrant Wrench

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
JULY 2024**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
60027	Legal Shield	273.70	Employee Paid Prepaid Legal Services
60028	Liberty Trailer Co., Inc.	1,481.94	Replaced Parts and Repaired Spraymate Trailer Lights & Receptacle on Unit 132
60029	Marybeth Eggleston	206.50	Per Diem Conference Denton, TX 7/23-26
60030	Michael Clayton	241.50	Per Diem Conference NACWA Leadership Buffalo, New York 7/23-26
60031	Mitch Foreman	206.50	Per Diem Conference Denton, TX 7/23-26
60032	Harbor Freight Commercial	655.74	Brushes, Magnetic Tool Holder, 5xTelescopic 20' Flag Pole Kits/SCADA; Sanding Discs, 5-Gal Gas Can, 5-Gal Yellow Diesel Can, Random Orbital, Socket Set
60033	North Little Rock Electric	391.64	Electric Bill for Wilcox Pump Station
60034	Northside Sales Co.	302.45	Cal Gas & Leather Driver's Gloves
60035	O'Reilly Automotive Stores, Inc.	105.92	Wiper Fluid and Wiper Blades for Units 135 & 151
60036	Office Depot	987.32	Lab Office Supplies/Various Colors of Paper; Copy Paper, Wireless Keyboard & Mouse, Sharpies, Staples, Pens, Toner Cartridges; Ops Supplies/3-Ring Binders, Hanging Folders, File Folders, Sugar Canisters, Memo pads, Pens; Pump Maint/Wireless Trackball Mouse, Mouse Pad w/Wrist Rest, Magnetic White Board, Printer Ink
60037	Pettus Office Products	467.31	Sanitizer, Clorox Wipes, Creamer, Sugar, Hot Chocolate, Toner Cartridges, Hole Reinforcements
60038	River Valley Tractor	744.60	Service Call & Labor - Backhoe #6 Dead Battery
60039	RJN Group, Inc.	78,390.10	Prof Svcs Through 6/28/24 - 2024 Hydraulic Modeling
60040	Safety-Kleen Systems, Inc.	194.72	Used Oil Pick Up & Recycling
60041	Southwest EAP	750.00	Employee Assistance Services- 3rd Qtr Billing
60042	Star Bolt, Inc.	73.58	Screws, Washers, Nuts, Lockwashers- for WOTP Underflow #1 Pump
60043	Summit Fire & Security LLC	657.00	Annual Inspection of Fire Sprinklers, Alarms, BackFlow
60044	Uline	2,391.14	Trash Bags, Toilet Tissue, C-Fold Towels, Soap Dispenser, Pop Up Wipes, Disinfecting Spray, Soap Refills, Secure Grip Gloves
60045	USA Bluebook	2,209.41	12 - Float Switch Weight Assemblies for all plants; Sulfuric Acid Cartridges, pH Buffer Standards, Sampler Pump Tubing/LAB
60046	Verizon Wireless	3,557.69	Mobile Service Cell Phones & iPads
60047	Best Buy Stores, L.P.	415.44	Hard Drive, Printer & 4-yr Warranty
60048	Home Depot Credit Services	582.25	Ryobi High Performance Starter Kit Battery & Charger; Ryobi Cordless Compact Impact Wrench, Shell Rotella HD Grease, Ryobi Grease Gun Kit, 4-Port Mobile USB PD Charger, 6' Lightning Cable & 4' Lightning Cable
60049	UBS	107.74	Water Bills: Semi-Annual Fire Service, Shorter College, 5-Mi TP
60050	Verizon Connect Fleet USA, LLC	655.96	Monthly Vehicle Tracking Service - July
ELECPYMT-JUNE	Centennial Bank Credit Card	6,185.84	Sam's Club Purchases & Membership Renewal, Committee Lunches, Meeting & Conference Registrations, Hotel Rooms Clayton & Kerby, Amazon Prime Renewal, MS Office 365 Licenses, Adobe Pro Subscription, Water Filter Replacements, Floral Arrangement for Employee Baby Birth, Transcription Service
60051	Allied Supply, Inc.	950.97	parts to Repair Vac Truck Bay Pump Station/Nipples, Check Valves, Ball Valves, Tee, Ells, Adaptors
60052	Apex Filtration	1,570.45	parts to Repair FL Blower 8 x FA1163-18 & 12 x Aeropleat III
60053	AT&T	301.00	Monthly Distributed Denial of Service/Security- 7/5 - 8/4/24
60054	Automationdirect.com, Inc.	634.01	Ferrules and Current Switches for SCADA and MTP Comminutor
60055	Bentco, Inc.	2,062.98	2 x PLC Controllers FOR fl Sludge Grinders & 1 Freewave Radio for MTP Comminutor
60056	Campbell Sheet Metal, Inc.	520.13	Aluminum Tool Tray for Unit 162
60057	City of Maumelle	14,610.86	Franchise Tax - June
60058	City of North Little Rock	104,646.97	Franchise Tax - June
60059	Datamax	193.55	Copier Maintenance and Overage/Lab & Maint & Constr Dept
60060	Delta Traffic Control, LLC	60.00	Lane Closures for Manhole Repair on JFK
60061	Digi-Key Electronics 3058463	128.72	20 Cable Assemblies/Power Switch Connectors for SCADA network
60062	Eagle Fence Distributing	120.01	Parts to Repair Fence/ 1124 Skyline
60063	EGP, PLLC	12,557.90	FINAL Billing for 2023 Audit Services
60064	Eureka Gardens Facilities Board	4,446.00	Debt Fee Billed June, Collected July
60065	Express Oil Change	52.55	Full Service Oil Change Unit 126
60066	FedEx	56.20	Cues Loaned CCTV Cameras returned
60067	Fisher Scientific	652.69	Double Junction pH/ATC Electrodes for pH Station at Lab
60068	Fuelman	15,497.84	Monthly Gas & Diesel for Fleet Vehicles - June
60069	Grainger	152.30	Unit Bearing Motor for FL Effluent Sampler; Sports Drink Mix & Trash Bags
60070	Gravel Ridge Sewer District	62,905.14	Billed Gravel Ridge Accounts for June
60071	Henard Utility Products	842.83	Unit 166 - Catch Basin Nozzle, Joy Stick Cover, Freight
60072	Hilburn & Harper, LTD	3,460.00	Legal/Special Projects and Retainer June 2024
60073	Hill Oil Company	735.46	Mineral Spirits Solvent - Pump Maint Shop Supplies
60074	Jim's Crane Rental Service, Inc.	550.00	Minimum Rental to Pull 5-Mi #2 Influent Pump
60075	Little Rock Winwater Works	7,913.15	Ferenco, Sewer Plugs, Wyes, Gasket Pipe - For Inventory
60076	Middleton Brothers Trucking, Inc.	1,400.00	Delivery of Material to 5-Mi Solar Access Road
60077	Office Depot	81.67	Urinal Screen & Coax Cable for Ops
60078	Pettus Office Products	423.34	Aleve, Toner Cartridge, Security Payroll Envelopes
60079	Purchase Power	806.75	Postage added to Meter

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
JULY 2024**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
60080	Powers Truck & Equipment	1,484.56	Unit 141 Diagnose & Repair- Replaced Nox Sensor-Parts, Labor, Enviro Charge
60081	Razorback Concrete Co.	844.00	Concrete for Repair/109 Highland Pt, Nanette St, Marion St.
60082	River Valley Tractor	7,405.01	KX080-4R3/SN 35083 at 5-Mi - Install Track Motor and Sprocket
60083	A Sharper Image	2,737.50	Monthly Janitorial Service/Admin, Lab, M/C&E Buildings - 3 x per Week
60084	Spa Chemicals, Inc.	280.28	Trash Bags for M/C&E
60085	T&T Equipment	136.88	Thermostat for Car Wash
60086	Waste Management	2,003.35	Dumpster Service/Vac Trucks, FLTP, 5-Mi, MTP, WOTP, Shillcutt
60087	Harcros Chemicals	6,097.06	Chlorine Cylinders/WOTP, MTP
60088	Lowe's	649.98	Paint Sprayer, 4x100' Contractor Duty Red Coiled Hoses, 4x Brass Restricted Flow Water Shut Offs
60089	OCSE Clearinghouse SDU	950.00	Child Support Obligation / 5 Employees Pay Ending 7/28/24
60090	Heart of Arkansas United Way	33.00	Employee Charitable Giving Pay Ending 7/28/2024
NAT-PR-16	Nationwide Retirement Solutions	4,130.85	Employee Paid Supplemental Savings Pay Ending 7/28/2024
PR-16	Payroll Tax	49,499.06	Pay Period Ended 7/14/24 Paid on 7/16/24
60091	A-1 Recovery	219.00	Unit 100 Towed to Budget Transmission
60092	Advanced Fluid Technologies	6,849.04	Repair Chlorine Induction Pump #2 at WOTP
60093	AFLAC	2,385.39	Employee Paid Supplemental Insurance
60094	AR Dept of Emergency Management	2,000.00	Plumber's Tool Kit, Reciprocating Air Compressor for FL Belt Press
60095	AT&T	1,283.47	Monthly Phone Service FLTP 7/11 - 8/10/24
60096	Automationdirect.com, Inc.	447.31	Legend Plates, Push Buttons, LEDs for VFDs & Sludge Pump Controls
60097	Battery Outfitters	247.38	Batteries for CCTV & SCADA
60098	Campbell Sheet Metal, Inc.	246.38	Clean & Weld Handles on Pump Maint Flat Bottom Boat
60099	Cintas	6,537.73	Mat, Towel, Uniform Service and Annual T-Shirt Order
60100	Crow Burlingame	48.91	Battery Cleaner and Protector Spray
60101	Darragh Co/Tool Central	556.15	Cut-Off Saw H-Speed Diamond Blade, & 2-Multimaterial Blades
60102	Darrell R. Sansom	6,700.20	Monthly Network and Computer Support
60103	Dave's Precision Automotive	1,227.69	Unit 83 Flush A/C System, Replace Compressor, Drier, Orifice Tube
60104	Digital Print and Imaging of Little Rock	35.25	Business Cards 1 Employee
60105	Eagle Fence Distributing	147.40	Chain Link Fence Parts to Repair /1124 Skyline Drive
60106	Elliott Electric Supply, Inc.	24,051.96	Stranded Wire, Electronics Screw Driver Set, Auxilliary Contacts, Lithium Ion Battery, 150Amp Breaker, MTE Control Transformer, Front Contactors, Variable Frequency Drive (VFD) Pump Maint Spare for Shillcutt & FLTP
60107	Eurofins Environment Testing	800.00	Required Environment Testing/FL W Lagoon, 5-Mi Polishing Pond, Lagoon Cleanouts at FL/5-Mi
60108	Express Oil Change	70.29	Unit 160 Oil Change
60109	FedEx	79.88	Express Mailing Documents - Entergy Payments & Check to Pay for New Vactor Hydrated Lime, Hot Water Hoses, Ass't'd Plumbing Parts, Ratchet Wrench, Lithium Batteries, Ratcheting Tie Down, Sump Pump
60110	Fuller and Son Maumelle	372.72	Service Call-Chiller Circuit 2 Charged w/Refrigerant, Semi-Annual Contract Billing for Full Service Maint Contract
60111	Gibbs Service Company, Inc.	8,763.23	Stone & Gravel (7/2, 7/8, 7/11, 7/19) FLTP & WOTP
60112	Granite Mountain Quarries	5,087.07	Oil Rags
60113	Green & Chapman, Inc.	187.66	Sampler for FL Effluent (Replacing - Budgeted Item)
60114	Hach Company	9,110.13	Joy Sticks for Unit 142 & 144
60115	Henard Utility Products	4,735.22	Service Call to Repair Telephone Extension 122
60116	HCI, Inc.	287.44	Utility Jugs w/Spouts, Combo Blades for Cut Off Saw, 3-Gal Sprayer, Battery, Cut Off Wheel, Grinding Wheel, Coveralls, Masonry Brush, 5-Gal Cooler, Tie Downs, Tarp Strap, Chain Wrench, Instant Canopy 10x10, Ass't Hardware, Hex Key Set, Glue, Sandpaper, Recip Saw Blades, 1-Gal Sprayer, Mineral Spirits, Door Stop, Propane Refill, Conduit, Locknuts, Battery Charger, Hole Saw, Caulk Gun, Bite Bar, Nut Driver
60117	Hum's Hardware	1,692.46	Air Compressor w/Hoses; Buggy Track, Excavator & Bucket
60118	Hum's Rental	1,408.70	Unit 124 Flat Repair
60119	Interstate Tire	21.90	Service Ice Machine in VacCon Bay
60120	Keathley Service Co., Inc.	354.78	Unit 94 - Replace Starter, Starter Motor, Engine Inspection, Shop Supplies
60121	Kittle's Garage, Inc.	1,140.05	Curb Work 1926 Lennel Road, 400 W. 49th; Curb & Driveway 11 Rockledge
60122	L&L Concrete	1,700.00	Nitrile Gloves Powder Free for Lab
60123	Lou's Gloves	990.00	Employee Paid Supplemental Insurance
60124	Medical Air Services Association	383.46	Group Health Insurance 8/1 - 8/31/2024
60125	MHBP Premiums	94,681.67	V-Belts for WOTP Generators
60126	Speight Auto Parts, Inc.	260.53	DOT Required Random Drug Testing - 3 Employees
60127	National MedTest, Inc.	220.00	Electric Bills: Baucum Ind Pk, Cypress X, Delta Lawn, Dixie, Faulkner X, Admin, FL Blower, MC&E, Lab, PI Mnt Bldg, FL Sludge Lagoon, FLTP, Galloway, Harris Ind Pk, Hwy 107, I-440 Ind Pk, Lakewood, Lansbrook, Maryland E, Maryland PI, Oakbrook, Pinetree, Shillcutt, Shorter, WO Gate, 3xNona
60128	North Little Rock Electric	41,156.73	Lens/Unit 157, Oil & Fuel Filters, 7-Way Adapter
60129	O'Reilly Automotive Stores, Inc.	77.59	Storage Clip Boards, Wireless Keyboard & Mouse, Painters Tape, Batteries, Portfolio Cover, Disinfectant Wipes
60130	Office Depot	384.25	Coffee, Steno Pads, Creamer, Toilet Tissue, Desk Pad, Letter Opener, Printer Ink, Pens, Cups, Toner Cartridges, Decanter
60131	Pettus Office Products	825.75	

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
JULY 2024**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
60132	RGA	1,115.96	Hyd Hose Assy, Coupler, Gaskets, PVC Hose Assy
60133	Scott Automotive Center	1,698.54	Replace A/C Blower Motor, Unit 117; Unit 99-Service A/C, Replace Spark Plugs & Coil Boot, New Front and Cab Mounts
60134	Scott Products, Inc.	2,858.56	Citrine Plus Algaecide for 5-Mi Polishing Pond
60135	Scruggs Distribution LLC	1,357.93	Disc Wafer Check Valve - Oakbrook PS
60136	Southern Pipe & Supply	2,254.62	Flange Gates and Flange Accessory Sets/Zinc for FLTP PC3 Valves, Couplings, Gasket Pipe, Fernco
60137	Spa Chemicals, Inc.	455.48	Multifold Towels, Roach & Ant Spray
60138	Stanley Hardware	64.58	Misc. Shop Parts to Repair Tamp Shutting off
60139	Symetra Life Insurance Co.	3,007.77	Employee Paid Supplemental Insurance
60140	Transamerica Life Insurance Co	1,856.22	Employee Paid Supplemental Insurance
60141	Wholesale Electric Supply	684.94	Cable Ties, Elbow, Work Gloves, Bushings, Circular LEDs, 40 Watt LEDs,
60142	Work Wear	131.40	OSHA approved Foot Wear 1 New Employee
60143	Certex USA, Inc.	423.38	Screw Pin Anchors for WOTP
60144	Best Buy Stores, L.P.	65.69	Battery Back Up System
60145	ESRI, Inc.	27,500.00	Enterprise License Agreement 8/26/24 - 8/25/25 Small Utility Annual Subscription 10,001 - 50,000 Meter Counts
60146	Home Depot Credit Services	468.66	Reciprocating Saw + Battery Packs
60147	Summit Utilities Arkansas, Inc.	93.07	Gas Bills: Seminole West, East, Osage Hills, Norfolk, New Bedford, Maum Valley, CC BF, 701 W. 29th
60148	UBS	675.48	Water Bills: Heilman/WO, Shillcutt, WOTP, Oakbrook
	Pay Period Ending 06/30/2024	164,331.81	Paid to Employees on 07/02/2024
	Pay Period Ending 07/14/2024	162,210.36	Paid to Employees on 07/16/2024
	Pay Period Ending 07/28/2024	160,461.20	Paid to Employees on 07/30/2024
	ADFA Draws	432,342.67	Monthly Loan Draws
	Clearent	36.45	Monthly Credit Card Acceptance Fee
	TOTAL ALL FUNDS CASH DISBURSEMENTS	3,075,952.85	

ACH 1/5/2024 DUPERON CORPORATION

Paid from Depreciation Reserve Account in January but not Posted by previous
574,600.00 Senior Accountant

**NORTH LITTLE ROCK WASTEWATER
FUND TRANSFERS
JULY 2024**

DATE	AMOUNT	TO	FROM	DESCRIPTION
07/01/24	\$ 164,300.00	Operating-Payroll	Sewer	Transfer for 6/30/24 Pay Period, Paid to Employees on 7/2/24
07/03/24	\$ 325,500.00	Operating	Sewer	Transfer for Accounts Payable Checks 7/3/24
07/11/24	\$ 481,000.00	Operating	Sewer	Transfer for Accounts Payable Checks 7/11/24
07/15/24	\$ 162,200.00	Operating-Payroll	Sewer	Transfer for 7/14/24 Pay Period, Paid to Employees on 7/16/24
07/17/24	\$ 753,500.00	Operating	Sewer	Transfer for Accounts Payable Checks 7/17/24
07/24/24	\$ 266,000.00	Operating	Sewer	Transfer for Accounts Payable Checks 7/24/24
07/29/24	\$ 160,460.00	Operating-Payroll	Sewer	Transfer for 7/28/24 Pay Period, Paid to Employees on 7/30/24
07/31/24	\$ 327,500.00	Operating	Sewer	Transfer for Accounts Payable Checks 7/31/24
	<u>\$ 2,640,460.00</u>			

(4)

FINANCIAL REPORT 1ST QUARTER 2024 and APRIL 2024

ACTION REQUESTED

Approve the Financial Report for the 1st Quarter of 2024 and April 2024



**North Little Rock Wastewater
Balance Sheet
3/31/2024**

ASSETS	
CURRENT ASSETS	
PETTY CASH	\$500.00
CASH IN BANK	\$6,698,265.17
CERTIFICATES OF DEPOSIT	\$13,900,966.85
TREASURY BILLS	\$4,820,532.50
ADFA HOLDING ACCOUNTS	\$2,474,441.94
ACCOUNTS RECEIVABLE	\$3,994,126.26
ACCRUED INTEREST RECEIVABLE	\$364,852.25
ON-SITE INVENTORY	\$48,716.81
PREPAID PROPERTY/LIABILITY INSURANCE	\$119,081.74
PREPAID WORKERS COMPENSATION	
INSURANCE	\$44,706.78
OTHER PREPAID EXPENSES	\$97,923.61
DEPOSITS WITH ENTERGY	\$27,473.50
TOTAL CURRENT ASSETS	<u>\$32,591,587.41</u>
PROPERTY, PLANT & EQUIPMENT	
LAND	\$3,996,181.13
PUMPING STATION STRUCTURES	\$12,116,163.86
SEWER SYSTEM LINES	\$103,170,276.84
TREATMENT PLANT STRUCTURES	\$79,836,250.76
ADMINISTRATION & MAINT. & ENG. BUILDINGS	\$4,355,530.91
LABORATORY BUILDING	\$1,254,292.63
SEWER SYSTEM EQUIPMENT	\$14,019,586.74
EST. VALUE OF OLD SEWER LINES	\$5,081,361.47
CONSTRUCTION IN PROGRESS	\$10,109,612.85
ACCUMULATED DEPRECIATION	(\$97,420,559.61)
TOTAL PROPERTY, PLANT & EQUIPMENT	<u>\$136,518,697.58</u>
OTHER ASSETS	
RIXIE OM&R RECEIVABLE	\$161,539.23
DEFERRED OUTFLOWS RELATED TO PENSION	\$3,310,065.00
TOTAL OTHER ASSETS	<u>\$3,471,604.23</u>
TOTAL ASSETS	<u><u>\$172,581,889.22</u></u>

**North Little Rock Wastewater
Balance Sheet
3/31/2024**

LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE		\$372,937.26
PAYABLE TO GRAVEL RIDGE		\$122,510.08
FRANCHISE FEE PAYABLE		\$241,133.27
PAYABLE TO EUREKA GARDENS		\$3,917.96
ACCRUED SICK LEAVE		\$459,164.91
ACCRUED VACATION LEAVE		\$269,633.32
ACCRUED PAYROLL TAXES		(\$0.01)
ACCRUED EMPLOYEE BENEFITS		\$902.41
ACCRUED INTEREST PAYABLE		\$367,347.07
ACCRUED PENSION PLAN CONTRIBUTION		\$222,999.99
TOTAL CURRENT LIABILITIES		\$2,060,546.26
OTHER LIABILITIES		
BONDS PAYABLE-SERIES 2001		\$336,489.75
BONDS PAYABLE-SERIES 2008		\$6,483,740.47
BONDS PAYABLE-SERIES 2012		\$13,755,560.42
BONDS PAYABLE-SERIES 2016		16,164,052.31
BONDS PAYABLE-SERIES 2021		\$6,011,109.00
RESERVE FOR BIO-SOILD DISPOSAL		\$3,099,920.00
OPEB OBLIGATION-GASB 45		\$92,591.00
NET PENSION LIABILITY		\$2,943,891.00
DEFERRED INFLOWS RELATED TO PENSIONS		\$1,376,528.00
TOTAL OTHER LIABILITIES		\$50,263,881.95
EQUITY		
CONTRIBUTED CAPITAL		\$30,110,329.51
DONATED CAPITAL		\$17,727,878.80
RETAINED EARNINGS		\$69,690,198.41
CURRENT YEAR NET INCOME / (LOSS)		\$2,729,054.29
TOTAL EQUITY		\$120,257,461.01
TOTAL LIABILITIES & EQUITY		\$172,581,889.22

**North Little Rock Wastewater
Income Statement
For the Three Months Ending Sunday, March 31, 2024**

	<u>MARCH 2024</u>	<u>YEAR TO DATE 2024</u>	<u>MARCH 2023</u>	<u>YEAR TO DATE 2023</u>
REVENUE				
OPERATING REVENUE				
INSIDE NLR SERVICE CHARGES	\$1,354,763.04	\$4,387,585.42	\$1,266,316.40	\$4,020,050.23
OUTSIDE NLR SERVICE CHARGES	\$300,118.91	\$956,722.01	\$291,079.46	\$869,623.09
MAUMELLE SERVICE CHARGES	\$299,019.43	\$956,124.76	\$314,990.68	\$942,094.40
SHERWOOD TREATMENT CHARGES	\$43,539.51	\$129,208.15	\$69,737.00	\$164,955.00
CUSTOMER SERVICE CHARGES	\$2,264.24	\$6,791.19	\$2,250.44	\$6,751.33
INDUSTRY REGULAR CHARGES	\$161,223.47	\$469,888.68	\$150,517.70	\$470,395.37
INDUSTRY SURCHARGE/PENALTY CHARGES	\$32,270.73	\$81,760.80	\$24,403.69	\$76,045.05
INDUSTRY LATE FEE CHARGES	\$97.43	\$7,599.58	\$1,396.65	\$3,282.09
LATE FEE CHARGES-RES. & COM.	\$32,614.14	\$107,766.93	\$36,088.11	\$123,965.95
TIE-ON FEE CHARGES	\$26,163.37	\$41,388.37	\$35,208.85	\$68,052.52
CONNECTION INSPECTION PERMITS	\$4,135.00	\$11,675.00	\$5,210.00	\$10,395.00
PARTIAL INSPECTION PERMITS	\$90.00	\$270.00	\$135.00	\$315.00
TAP & STREET CUTTING PERMITS	\$350.00	\$2,800.00	\$350.00	\$2,450.00
REVIEW PLANS & SPECIFICATIONS	\$2,908.84	\$4,551.47	\$2,636.98	\$3,644.12
TOTAL OPERATING REVENUE	<u>\$2,259,558.11</u>	<u>\$7,164,132.36</u>	<u>\$2,200,320.96</u>	<u>\$6,762,019.15</u>
NON OPERATING REVENUE				
INTEREST EARNED INCOME-SECURITIES	\$80,978.79	\$245,854.69	\$36,253.50	\$96,281.26
INTEREST EARNED INCOME-CHECKING	\$7,631.03	\$23,508.47	\$14,054.38	\$39,948.04
DISCOUNTS EARNED	\$13.57	\$76.28	\$23.06	\$52.65
MISCELLANEOUS INCOME	(\$75.19)	\$5,700.41	\$2,235.00	\$3,662.56
TOTAL NON-OPERATING REVENUE	<u>\$88,548.20</u>	<u>\$275,139.85</u>	<u>\$52,565.94</u>	<u>\$139,944.51</u>
TOTAL REVENUE	<u>\$2,348,106.31</u>	<u>\$7,439,272.21</u>	<u>\$2,252,886.90</u>	<u>\$6,901,963.66</u>

North Little Rock Wastewater
Income Statement
For the Three Months Ending Sunday, March 31, 2024

	YEAR TO DATE BUDGET	YEAR TO DATE 2024	YEAR TO DATE 2023
REVENUE			
OPERATING REVENUE			
INSIDE NLR SERVICE CHARGES	\$4,324,136.25	\$4,387,585.42	\$4,020,050.23
OUTSIDE NLR SERVICE CHARGES	\$958,151.25	\$956,722.01	\$869,623.09
MAUMELLE SERVICE CHARGES	\$1,007,370.00	\$956,124.76	\$942,094.40
SHERWOOD TREATMENT CHARGES	\$142,824.99	\$129,208.15	\$164,955.00
CUSTOMER SERVICE CHARGES	\$0.00	\$6,791.19	\$6,751.33
INDUSTRY REGULAR CHARGES	\$431,996.25	\$469,888.68	\$470,395.37
INDUSTRY SURCHARGE/PENALTY CHARGES	\$41,028.75	\$81,760.80	\$76,045.05
INDUSTRY LATE FEE CHARGES	\$1,050.00	\$7,599.58	\$3,282.09
LATE FEE CHARGES-RES. & COM.	\$95,681.25	\$107,766.93	\$123,965.95
TIE-ON FEE CHARGES	\$0.00	\$41,388.37	\$68,052.52
CONNECTION INSPECTION PERMITS	\$9,000.00	\$11,675.00	\$10,395.00
PARTIAL INSPECTION PERMITS	\$0.00	\$270.00	\$315.00
TAP & STREET CUTTING PERMITS	\$3,375.00	\$2,800.00	\$2,450.00
REVIEW PLANS & SPECIFICATIONS	\$2,250.00	\$4,551.47	\$3,644.12
TOTAL OPERATING REVENUE	<u>\$7,016,863.74</u>	<u>\$7,164,132.36</u>	<u>\$6,762,019.15</u>
NON OPERATING REVENUE			
INTEREST EARNED INCOME-SECURITIES	\$201,887.49	\$245,854.69	\$96,281.26
INTEREST EARNED INCOME-CHECKING	\$15,000.00	\$23,508.47	\$39,948.04
DISCOUNTS EARNED	\$0.00	\$76.28	\$52.65
MISCELLANEOUS INCOME	\$0.00	\$5,700.41	\$3,662.56
TOTAL NON-OPERATING REVENUE	<u>\$216,887.49</u>	<u>\$275,139.85</u>	<u>\$139,944.51</u>
TOTAL REVENUE	<u>\$7,233,751.23</u>	<u>\$7,439,272.21</u>	<u>\$6,901,963.66</u>

**North Little Rock Wastewater
Income Statement
For the Three Months Ending Sunday, March 31, 2024**

	<u>MARCH</u> <u>2024</u>	<u>YEAR TO DATE</u> <u>2024</u>	<u>MARCH</u> <u>2023</u>	<u>YEAR TO DATE</u> <u>2023</u>
OPERATING EXPENSES				
TROUBLE CREW	\$7,909.86	\$26,562.89	\$11,999.98	\$38,878.31
MANHOLE CREW	\$13,085.29	\$49,431.40	\$12,692.71	\$43,143.54
TELEVISION CREW #1	(\$7,007.10)	\$0.00	\$16,056.87	\$34,323.50
TELEVISION CREW #2	(\$7,294.86)	\$0.00	\$17,625.52	\$42,781.62
COLLECTION SYSTEMS-GENERAL	\$97,623.16	\$297,837.39	\$109,964.99	\$327,087.41
REPAIR CREW #1	\$34,892.38	\$100,917.69	\$26,799.21	\$71,710.88
REPAIR CREW #2	\$30,150.23	\$66,970.61	\$15,389.35	\$47,034.02
REPAIR CREW #3	\$24,665.21	\$66,584.01	\$33,807.49	\$77,749.44
GPS LOCATOR/POWER CLEANING	\$2,358.17	\$5,456.70	\$4,680.72	\$11,843.04
VACUUM CREW #1	(\$1,312.55)	\$45,548.08	\$15,649.77	\$51,007.91
VACUUM CREW #2	(\$2,478.97)	\$31,734.52	\$17,399.07	\$49,950.89
VACUUM CREW #3	(\$3,361.92)	\$29,078.84	\$13,795.08	\$42,893.53
VACUUM CREW #4	\$2,977.82	\$9,014.39	\$6,774.81	\$20,878.85
VACUUM CREW #5	(\$4,227.65)	\$27,337.02	\$13,902.88	\$53,354.23
TELEVISION CREW #1	\$13,336.52	\$35,589.16	\$0.00	\$0.00
LOCATION WORK	\$4,088.46	\$9,766.22	\$3,802.97	\$11,264.90
ENGINEERING OFFICE	\$30,742.86	\$88,163.80	\$28,512.27	\$72,816.67
GENERAL ENGINEERING DEPT.	\$49,991.79	\$116,312.19	\$22,728.68	\$69,645.56
ENV.COMPL. & SAFETY DEPT	\$92,275.79	\$275,550.35	\$91,269.00	\$257,222.18
TREATMENT DEPARTMENT	\$321,307.74	\$1,045,173.77	\$322,814.45	\$929,269.75
PUMP STATION DEPARTMENT	\$56,779.38	\$164,669.96	\$53,688.66	\$153,466.14
ADMINISTRATIVE	\$189,299.41	\$550,100.35	\$166,584.83	\$517,876.04
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	\$0.00	\$0.00	\$9,866.79
DEPRECIATION EXPENSE-NON VEHICLE	\$418,851.23	\$1,173,670.01	\$376,810.06	\$1,128,641.85
PENSION EXPENSE	\$81,333.99	\$224,422.49	\$70,833.00	\$213,856.50
CMMS RELATED EXPENSES	\$7,698.11	\$26,026.83	\$6,949.35	\$20,848.05
TOTAL OPERATING EXPENSES	<u>\$1,453,684.35</u>	<u>\$4,465,918.67</u>	<u>\$1,460,531.72</u>	<u>\$4,297,411.60</u>
NON-OPERATING EXPENSES				
INTEREST ON DEBT-ALL BONDS	\$74,725.33	\$188,297.25	\$68,090.62	\$204,271.86
TOTAL NON-OPERATING EXPENSES	<u>\$74,725.33</u>	<u>\$188,297.25</u>	<u>\$68,090.62</u>	<u>\$204,271.86</u>
TOTAL EXPENSES	<u>\$1,528,409.68</u>	<u>\$4,654,215.92</u>	<u>\$1,528,622.34</u>	<u>\$4,501,683.46</u>
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$819,696.63	\$2,785,056.29	\$724,264.56	\$2,400,280.20
DONATED PROPERTY VALUE	\$0.00	\$0.00	\$0.00	\$81,134.30
OUTSIDE SERVICES	(\$56,002.00)	(\$56,002.00)	\$0.00	\$0.00
NET INCOME (LOSS)	<u>763,694.63</u>	<u>2,729,054.29</u>	<u>724,264.56</u>	<u>2,481,414.50</u>

**North Little Rock Wastewater
Income Statement
For the Three Months Ending Sunday, March 31, 2024**

	YEAR TO DATE BUDGET	YEAR TO DATE 2024	YEAR TO DATE 2023
OPERATING EXPENSES			
TROUBLE CREW	\$34,411.50	\$26,562.89	\$38,878.31
MANHOLE CREW	\$42,051.24	\$49,431.40	\$43,143.54
TELEVISION CREW #1	\$0.00	\$0.00	\$34,323.50
TELEVISION CREW #2	\$0.00	\$0.00	\$42,781.62
COLLECTION SYSTEMS-GENERAL	\$415,247.76	\$297,837.39	\$327,087.41
REPAIR CREW #1	\$81,913.26	\$100,917.69	\$71,710.88
REPAIR CREW #2	\$80,419.74	\$66,970.61	\$47,034.02
REPAIR CREW #3	\$72,128.25	\$66,584.01	\$77,749.44
REPAIR CREW #4	\$68,677.74	\$0.00	\$0.00
GPS LOCATOR/POWER CLEANING	\$21,341.49	\$5,456.70	\$11,843.04
VACUUM CREW #1	\$69,732.51	\$45,548.08	\$51,007.91
VACUUM CREW #2	\$62,831.49	\$31,734.52	\$49,950.89
VACUUM CREW #3	\$62,058.99	\$29,078.84	\$42,893.53
VACUUM CREW #4	\$62,058.99	\$9,014.39	\$20,878.85
VACUUM CREW #5	\$61,801.50	\$27,337.02	\$53,354.23
TELEVISION CREW #1	\$42,040.50	\$35,589.16	\$0.00
TELEVISION CREW #2	\$41,860.26	\$0.00	\$0.00
LOCATION WORK	\$14,335.26	\$9,766.22	\$11,264.90
ENGINEERING OFFICE	\$219,344.49	\$88,163.80	\$72,816.67
GENERAL ENGINEERING DEPT.	\$95,700.00	\$116,312.19	\$69,645.56
ENV.COMPL. & SAFETY DEPT	\$364,454.01	\$275,550.35	\$257,222.18
TREATMENT DEPARTMENT	\$1,263,813.51	\$1,045,173.77	\$929,269.75
PUMP STATION DEPARTMENT	\$249,149.76	\$164,669.96	\$153,466.14
ADMINISTRATIVE	\$874,005.00	\$550,100.35	\$517,876.04
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	\$0.00	\$9,866.79
DEPRECIATION EXPENSE-NON VEHICLE	\$1,184,614.50	\$1,173,670.01	\$1,128,641.85
PENSION EXPENSE	\$225,999.99	\$224,422.49	\$213,856.50
GASB 45-OPEB OBLIGATION	\$8,250.00	\$0.00	\$0.00
CMMS RELATED EXPENSES	\$46,126.74	\$26,026.83	\$20,848.05
TOTAL OPERATING EXPENSES	\$5,764,368.48	\$4,465,918.67	\$4,297,411.60
NON-OPERATING EXPENSES			
INTEREST ON DEBT-ALL BONDS	\$353,402.76	\$188,297.25	\$204,271.86
TOTAL NON-OPERATING EXPENSES	\$353,402.76	\$188,297.25	\$204,271.86
TOTAL EXPENSES	\$6,117,771.24	\$4,654,215.92	\$4,501,683.46
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$1,115,979.99	\$2,785,056.29	\$2,400,280.20
EMERGENCY REPAIRS	(\$249,999.99)	\$0.00	\$0.00
DONATED PROPERTY VALUE	\$0.00	\$0.00	\$81,134.30
OUTSIDE SERVICES	\$0.00	(\$56,002.00)	\$0.00
NET INCOME (LOSS)	\$865,980.00	2,729,054.29	2,481,414.50

**North Little Rock Wastewater
Balance Sheet
4/30/2024**

ASSETS	
CURRENT ASSETS	
PETTY CASH	\$500.00
CASH IN BANK	\$8,210,351.64
CERTIFICATES OF DEPOSIT	\$13,938,647.77
TREASURY BILLS	\$4,820,532.50
ADFA HOLDING ACCOUNTS	\$29,789.44
ACCOUNTS RECEIVABLE	\$3,166,710.88
ACCRUED INTEREST RECEIVABLE	\$406,413.18
ON-SITE INVENTORY	\$47,586.16
PREPAID PROPERTY/LIABILITY INSURANCE	\$107,173.59
PREPAID WORKERS COMPENSATION INSURANCE	\$39,739.36
OTHER PREPAID EXPENSES	\$82,179.71
DEPOSITS WITH ENTERGY	\$30,780.75
TOTAL CURRENT ASSETS	<u>\$30,880,404.98</u>
PROPERTY, PLANT & EQUIPMENT	
LAND	\$3,996,181.13
PUMPING STATION STRUCTURES	\$12,116,163.86
SEWER SYSTEM LINES	\$103,170,276.84
TREATMENT PLANT STRUCTURES	\$79,836,250.76
ADMINISTRATION & MAINT. & ENG. BUILDINGS	\$4,355,530.91
LABORATORY BUILDING	\$1,254,292.63
SEWER SYSTEM EQUIPMENT	\$14,082,631.35
EST. VALUE OF OLD SEWER LINES	\$5,081,361.47
CONSTRUCTION IN PROGRESS	\$10,438,015.01
ACCUMULATED DEPRECIATION	(\$97,831,981.92)
TOTAL PROPERTY, PLANT & EQUIPMENT	<u>\$136,498,722.04</u>
OTHER ASSETS	
RIXIE OM&R RECEIVABLE	\$161,185.44
DEFERRED OUTFLOWS RELATED TO PENSION	\$3,310,065.00
TOTAL OTHER ASSETS	<u>\$3,471,250.44</u>
TOTAL ASSETS	<u><u>\$170,850,377.46</u></u>

**North Little Rock Wastewater
Balance Sheet
4/30/2024**

LIABILITIES	
CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$499,519.92
PAYABLE TO GRAVEL RIDGE	\$120,950.77
FRANCHISE FEE PAYABLE	\$220,725.19
PAYABLE TO EUREKA GARDENS	\$4,025.81
ACCRUED SICK LEAVE	\$459,164.91
ACCRUED VACATION LEAVE	\$269,633.32
ACCRUED PAYROLL TAXES	(\$0.01)
ACCRUED EMPLOYEE BENEFITS	\$339.96
ACCRUED INTEREST PAYABLE	\$41,459.41
ACCRUED PENSION PLAN CONTRIBUTION	\$297,333.32
TOTAL CURRENT LIABILITIES	<u>\$1,913,152.60</u>
OTHER LIABILITIES	
BONDS PAYABLE-SERIES 2008	\$6,104,443.95
BONDS PAYABLE-SERIES 2012	\$13,237,993.13
BONDS PAYABLE-SERIES 2016	15,753,793.75
BONDS PAYABLE-SERIES 2021	\$5,197,566.00
RESERVE FOR BIO-SOILD DISPOSAL	\$3,099,920.00
OPEB OBLIGATION-GASB 45	\$92,591.00
NET PENSION LIABILITY	\$2,943,891.00
DEFERRED INFLOWS RELATED TO PENSIONS	\$1,376,528.00
TOTAL OTHER LIABILITIES	<u>\$47,806,726.83</u>
EQUITY	
CONTRIBUTED CAPITAL	\$30,110,329.51
DONATED CAPITAL	\$17,727,878.80
RETAINED EARNINGS	\$69,690,198.41
CURRENT YEAR NET INCOME / (LOSS)	\$3,602,091.31
TOTAL EQUITY	<u>\$121,130,498.03</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$170,850,377.46</u></u>

North Little Rock Wastewater
Income Statement
For the Four Months Ending Tuesday, April 30, 2024

	APRIL 2024	YEAR TO DATE 2024	APRIL 2023	YEAR TO DATE 2023
REVENUE				
OPERATING REVENUE				
INSIDE NLR SERVICE CHARGES	\$1,325,453.52	\$5,713,038.94	\$1,263,203.92	\$5,283,254.15
OUTSIDE NLR SERVICE CHARGES	\$308,151.96	\$1,264,873.97	\$292,186.66	\$1,161,809.75
MAUMELLE SERVICE CHARGES	\$328,373.88	\$1,284,498.64	\$320,814.82	\$1,262,909.22
SHERWOOD TREATMENT CHARGES	\$47,104.88	\$176,313.03	\$54,985.00	\$219,940.00
CUSTOMER SERVICE CHARGES	\$2,267.31	\$9,058.50	\$2,247.38	\$8,998.71
INDUSTRY REGULAR CHARGES	\$157,631.97	\$627,520.65	\$161,377.82	\$631,773.19
INDUSTRY SURCHARGE/PENALTY CHARGES	\$23,636.65	\$105,397.45	\$42,206.61	\$118,251.66
INDUSTRY LATE FEE CHARGES	\$3,618.20	\$11,217.78	\$3,492.47	\$6,774.56
LATE FEE CHARGES-RES. & COM.	\$33,071.93	\$140,838.86	\$36,710.49	\$160,676.44
TIE-ON FEE CHARGES	\$0.00	\$41,388.37	\$29,400.00	\$97,452.52
CONNECTION INSPECTION PERMITS	\$3,590.00	\$15,265.00	\$2,585.00	\$12,980.00
PARTIAL INSPECTION PERMITS	\$0.00	\$270.00	\$0.00	\$315.00
TAP & STREET CUTTING PERMITS	\$1,750.00	\$4,550.00	\$2,800.00	\$5,250.00
REVIEW PLANS & SPECIFICATIONS	\$3,886.04	\$8,437.51	\$1,434.00	\$5,078.12
TOTAL OPERATING REVENUE	<u>\$2,238,536.34</u>	<u>\$9,402,668.70</u>	<u>\$2,213,444.17</u>	<u>\$8,975,463.32</u>
NON OPERATING REVENUE				
INTEREST EARNED INCOME-SECURITIES	\$109,031.24	\$354,885.93	\$62,120.45	\$158,401.71
INTEREST EARNED INCOME-CHECKING	\$9,400.55	\$32,909.02	\$11,447.45	\$51,395.49
DISCOUNTS EARNED	\$29.98	\$106.26	\$16.38	\$69.03
MISCELLANEOUS INCOME	\$3,991.04	\$9,691.45	(\$35.16)	\$3,627.40
TOTAL NON-OPERATING REVENUE	<u>\$122,452.81</u>	<u>\$397,592.66</u>	<u>\$73,549.12</u>	<u>\$213,493.63</u>
TOTAL REVENUE	<u>\$2,360,989.15</u>	<u>\$9,800,261.36</u>	<u>\$2,286,993.29</u>	<u>\$9,188,956.95</u>

**North Little Rock Wastewater
Income Statement
For the Four Months Ending Tuesday, April 30, 2024**

	APRIL 2024	YEAR TO DATE 2024	APRIL 2023	YEAR TO DATE 2023
OPERATING EXPENSES				
TROUBLE CREW	\$10,113.94	\$36,676.83	\$11,974.07	\$50,852.38
MANHOLE CREW	\$15,972.10	\$65,403.50	\$13,143.62	\$56,287.16
TELEVISION CREW #1	\$0.00	\$0.00	\$10,002.43	\$44,325.93
TELEVISION CREW #2	\$86.41	\$86.41	\$23,631.55	\$66,413.17
COLLECTION SYSTEMS-GENERAL	\$110,639.89	\$408,477.28	\$87,594.77	\$414,682.18
REPAIR CREW #1	\$38,453.85	\$139,371.54	\$25,262.60	\$96,973.48
REPAIR CREW #2	\$20,812.84	\$87,783.45	\$23,267.08	\$70,301.10
REPAIR CREW #3	\$17,373.69	\$83,957.70	\$23,837.12	\$101,586.56
GPS LOCATOR/POWER CLEANING	\$4,732.38	\$10,189.08	\$3,404.88	\$15,247.92
VACUUM CREW #1	\$13,090.04	\$58,638.12	\$17,461.79	\$68,469.70
VACUUM CREW #2	\$9,808.08	\$41,542.60	\$14,997.29	\$64,948.18
VACUUM CREW #3	\$10,811.18	\$39,890.02	\$20,112.68	\$63,006.21
VACUUM CREW #4	\$3,547.57	\$12,561.96	\$8,778.96	\$29,657.81
VACUUM CREW #5	\$9,816.23	\$37,153.25	\$15,174.00	\$68,528.23
TELEVISION CREW #1	\$11,549.95	\$47,139.11	\$0.00	\$0.00
LOCATION WORK	\$4,083.60	\$13,849.82	\$4,560.80	\$15,825.70
ENGINEERING OFFICE	\$29,445.35	\$117,609.15	\$25,232.53	\$98,049.20
GENERAL ENGINEERING DEPT.	\$30,630.30	\$146,942.49	\$19,533.74	\$89,179.30
ENV.COMPL. & SAFETY DEPT	\$85,412.99	\$360,963.34	\$73,644.21	\$330,866.39
TREATMENT DEPARTMENT	\$308,694.52	\$1,353,868.29	\$295,143.95	\$1,224,413.70
PUMP STATION DEPARTMENT	\$56,437.35	\$221,107.31	\$53,902.15	\$207,368.29
ADMINISTRATIVE	\$170,604.31	\$720,704.66	\$177,214.92	\$695,090.96
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	\$0.00	\$0.00	\$9,866.79
DEPRECIATION EXPENSE-NON VEHICLE	\$392,152.70	\$1,565,822.71	\$377,014.27	\$1,505,656.12
PENSION EXPENSE	\$75,750.83	\$300,173.32	\$76,833.00	\$290,689.50
CMMS RELATED EXPENSES	\$7,225.61	\$33,252.44	\$6,949.35	\$27,797.40
TOTAL OPERATING EXPENSES	<u>\$1,437,245.71</u>	<u>\$5,903,164.38</u>	<u>\$1,408,671.76</u>	<u>\$5,706,083.36</u>
NON-OPERATING EXPENSES	\$50,706.42	\$239,003.67	\$67,862.29	\$272,134.15
INTEREST ON DEBT-ALL BONDS	<u>\$50,706.42</u>	<u>\$239,003.67</u>	<u>\$67,862.29</u>	<u>\$272,134.15</u>
TOTAL NON-OPERATING EXPENSES				
TOTAL EXPENSES	<u>\$1,487,952.13</u>	<u>\$6,142,168.05</u>	<u>\$1,476,534.05</u>	<u>\$5,978,217.51</u>
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$873,037.02	\$3,658,093.31	\$810,459.24	\$3,210,739.44
DONATED PROPERTY VALUE	\$0.00	\$0.00	\$0.00	\$81,134.30
OUTSIDE SERVICES	\$0.00	(\$56,002.00)	\$0.00	\$0.00
NET INCOME (LOSS)	<u>873,037.02</u>	<u>3,602,091.31</u>	<u>810,459.24</u>	<u>3,291,873.74</u>

North Little Rock Wastewater
Income Statement
For the Four Months Ending Tuesday, April 30, 2024

	YEAR TO DATE BUDGET	YEAR TO DATE 2024	YEAR TO DATE 2023
REVENUE			
OPERATING REVENUE			
INSIDE NLR SERVICE CHARGES	\$5,765,515.00	\$5,713,038.94	\$5,283,254.15
OUTSIDE NLR SERVICE CHARGES	\$1,277,535.00	\$1,264,873.97	\$1,161,809.75
MAUMELLE SERVICE CHARGES	\$1,343,160.00	\$1,284,498.64	\$1,262,909.22
SHERWOOD TREATMENT CHARGES	\$190,433.32	\$176,313.03	\$219,940.00
CUSTOMER SERVICE CHARGES	\$0.00	\$9,058.50	\$8,998.71
INDUSTRY REGULAR CHARGES	\$575,995.00	\$627,520.65	\$631,773.19
INDUSTRY SURCHARGE/PENALTY CHARGES	\$54,705.00	\$105,397.45	\$118,251.66
INDUSTRY LATE FEE CHARGES	\$1,400.00	\$11,217.78	\$6,774.56
LATE FEE CHARGES-RES. & COM.	\$127,575.00	\$140,838.86	\$160,676.44
TIE-ON FEE CHARGES	\$0.00	\$41,388.37	\$97,452.52
CONNECTION INSPECTION PERMITS	\$12,000.00	\$15,265.00	\$12,980.00
PARTIAL INSPECTION PERMITS	\$0.00	\$270.00	\$315.00
TAP & STREET CUTTING PERMITS	\$4,500.00	\$4,550.00	\$5,250.00
REVIEW PLANS & SPECIFICATIONS	\$3,000.00	\$8,437.51	\$5,078.12
TOTAL OPERATING REVENUE	<u>\$9,355,818.32</u>	<u>\$9,402,668.70</u>	<u>\$8,975,463.32</u>
NON OPERATING REVENUE			
INTEREST EARNED INCOME-SECURITIES	\$269,183.32	\$354,885.93	\$158,401.71
INTEREST EARNED INCOME-CHECKING	\$20,000.00	\$32,909.02	\$51,395.49
DISCOUNTS EARNED	\$0.00	\$106.26	\$69.03
MISCELLANEOUS INCOME	\$0.00	\$9,691.45	\$3,627.40
TOTAL NON-OPERATING REVENUE	<u>\$289,183.32</u>	<u>\$397,592.66</u>	<u>\$213,493.63</u>
TOTAL REVENUE	<u>\$9,645,001.64</u>	<u>\$9,800,261.36</u>	<u>\$9,188,956.95</u>

**North Little Rock Wastewater
Income Statement
For the Four Months Ending Tuesday, April 30, 2024**

	YEAR TO DATE BUDGET	YEAR TO DATE 2024	YEAR TO DATE 2023
OPERATING EXPENSES			
TROUBLE CREW	\$45,882.00	\$36,676.83	\$50,852.38
MANHOLE CREW	\$56,068.32	\$65,403.50	\$56,287.16
TELEVISION CREW #1	\$0.00	\$0.00	\$44,325.93
TELEVISION CREW #2	\$0.00	\$86.41	\$66,413.17
COLLECTION SYSTEMS-GENERAL	\$553,663.68	\$408,477.28	\$414,682.18
REPAIR CREW #1	\$109,217.68	\$139,371.54	\$96,973.48
REPAIR CREW #2	\$107,226.32	\$87,783.45	\$70,301.10
REPAIR CREW #3	\$96,171.00	\$83,957.70	\$101,586.56
REPAIR CREW #4	\$91,570.32	\$0.00	\$0.00
GPS LOCATOR/POWER CLEANING	\$28,455.32	\$10,189.08	\$15,247.92
VACUUM CREW #1	\$92,976.68	\$58,638.12	\$68,469.70
VACUUM CREW #2	\$83,775.32	\$41,542.60	\$64,948.18
VACUUM CREW #3	\$82,745.32	\$39,890.02	\$63,006.21
VACUUM CREW #4	\$82,745.32	\$12,561.96	\$29,657.81
VACUUM CREW #5	\$82,402.00	\$37,153.25	\$68,528.23
TELEVISION CREW #1	\$56,054.00	\$47,139.11	\$0.00
TELEVISION CREW #2	\$55,813.68	\$0.00	\$0.00
LOCATION WORK	\$19,113.68	\$13,849.82	\$15,825.70
ENGINEERING OFFICE	\$292,459.32	\$117,609.15	\$98,049.20
GENERAL ENGINEERING DEPT.	\$127,600.00	\$146,942.49	\$89,179.30
ENV.COMPL. & SAFETY DEPT	\$485,938.68	\$360,963.34	\$330,866.39
TREATMENT DEPARTMENT	\$1,685,084.68	\$1,353,868.29	\$1,224,413.70
PUMP STATION DEPARTMENT	\$332,199.68	\$221,107.31	\$207,368.29
ADMINISTRATIVE	\$1,165,340.00	\$720,704.66	\$695,090.96
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	\$0.00	\$9,866.79
DEPRECIATION EXPENSE-NON VEHICLE	\$1,579,486.00	\$1,565,822.71	\$1,505,656.12
PENSION EXPENSE	\$301,333.32	\$300,173.32	\$290,689.50
GASB 45-OPEB OBLIGATION	\$11,000.00	\$0.00	\$0.00
CMMS RELATED EXPENSES	\$61,502.32	\$33,252.44	\$27,797.40
TOTAL OPERATING EXPENSES	\$7,685,824.64	\$5,903,164.38	\$5,706,083.36
NON-OPERATING EXPENSES			
INTEREST ON DEBT-ALL BONDS	\$471,203.68	\$239,003.67	\$272,134.15
TOTAL NON-OPERATING EXPENSES	\$471,203.68	\$239,003.67	\$272,134.15
TOTAL EXPENSES	\$8,157,028.32	\$6,142,168.05	\$5,978,217.51
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$1,487,973.32	\$3,658,093.31	\$3,210,739.44
EMERGENCY REPAIRS	(\$333,333.32)	\$0.00	\$0.00
DONATED PROPERTY VALUE	\$0.00	\$0.00	\$81,134.30
OUTSIDE SERVICES	\$0.00	(\$56,002.00)	\$0.00
NET INCOME (LOSS)	1,154,640.00	3,602,091.31	3,291,873.74

(5)

2023 AUDIT REPORT

Lindsey Baker from EGP, PLLC will present the 2023 audit report.

ACTION REQUESTED

Accept the audit report and authorize distribution.



(6)

ASSET CAPITALIZATION POLICY UPDATE

At the December 13, 2011, meeting of the North Little Rock Waste Water Committee an Asset Capitalization Policy was adopted according to requirements in House Bill 1588 that made changes to Arkansas Municipal Water and Sewer Accounting Law. That Policy has been followed with no amendment since that date. A draft updated and amended Asset Capitalization Policy follows, as well as a copy of the policy currently in effect.

ACTION REQUESTED

Adopt the amended Asset Capitalization Policy as presented.



POLICY DOCUMENT

NORTH LITTLE ROCK WASTE WATER UTILITY ASSET CAPITALIZATION POLICY (UPDATED 7/16/2024)

The policy of the North Little Rock Waste Water Utility is to capitalize assets using the straight-line method of depreciation when the useful life is greater than three years and the acquisition cost is more than \$1,500. Fixed assets purchased over \$1,500 are depreciated and fixed assets purchased under \$1,500 are expensed.

Purchased assets are booked at the acquisition date for the invoiced amount. Major construction projects are booked as of the completion date and for the total amount of all of the costs associated with that project. Donated assets are recorded on the transfer of ownership date and at the donor's cost (which approximates fair market value at the transfer date).

Assets will be depreciated on the straight-line basis over their estimated useful lives as outlined below.

<u>ASSET CLASS</u>	<u>USEFUL LIFE (YEARS)</u>
Primary Sewer Lines (Collections System)	50
Buildings & Improvements	10-50
Sewer Line Equipment	5-10
Pump Station Equipment	10
Treatment Plant Equipment	10-20
Tools & Work Equipment	5-10
Transportation Equipment	5
Construction Equipment	10
Communication Equipment	5-10
Computer Hardware & Equipment	3-5
Computer Software	4-6
Office Equipment	5-10
Furniture & Fixtures	10

All items (even if fully depreciated) will remain in the fixed asset ledger until disposition.

The current (Book) value of an asset is determined by the following:

Purchase Price minus Accumulated Depreciation equals Net Realizable Value (NRV).

**NORTH LITTLE ROCK WASTE WATER UTILITY
ASSET CAPITALIZATION POLICY**

The policy of the North Little Rock Waste Water Utility is to capitalize assets when the useful life is greater than three years and the acquisition cost is more than \$1,000.

Purchased assets are booked at the acquisition date for the invoiced amount. Major construction projects are booked as of the completion date and for the total amount of all of the costs associated with that project. Donated assets are recorded on the transfer of ownership date and at the donors cost (which approximates fair market value at the transfer date).

Assets will be depreciated on the straight-line basis over their estimated useful lives as outlined below.

<u>Asset Class</u>	<u>Useful Life (Years)</u>
Collection System (primary sewer lines)	50
Buildings & Improvements	10 to 50
Sewer Line Equipment	5 to 10
Pump Station Equipment	10
Treatment Plant Equipment	10 to 20
Computer Equipment	3 to 5
Tools and Work Equipment	5 to 10
Transportation Equipment	5
Construction Equipment	10
Communication Equipment	5 to 10

(7)

500kW DIESEL POWERED MOBILE GENERATOR PURCHASE

Each of our water reclamation facilities contain high volume wastewater pump stations. Because of their critical nature, all plants are equipped with backup power generators to maintain flow during power outages while minimizing the risk of SSOs. Last year, a vulnerability was discovered when the Five Mile Influent generator was offline for several weeks awaiting parts and repairs. Fortunately, the Utility inherited an old 230 kW portable generator and delivered it to Five Mile for standby use in the event of an emergency. Naturally, Murphy's law came into effect and an all-night power outage occurred, yet the 230 kW unit was able to power the pumps in order to sustain the flow. During this, staff began considering the need for large backup power redundancy that can be used at any sizable facility within our system. After researching and consulting with generator manufacturers, it was determined that a 500 kW unit would suffice for powering our largest pumps (minus aeration equipment).

The Utility's current fleet of standby generators includes both Kohler and Cummins brand units. Due to staff familiarity and the benefits of standardization, it is in our best interest to continue with these manufacturers. Our staff has also noticed fewer issues with the Cummins equipment and have preference for Cummins versus Kohler. Furthermore, the extended generator failure previously referenced was a Kohler.

Cummins is a member of Sourcewell, a cooperative purchasing group where the competitive procurement process has already been completed, eliminating the need to undertake the bidding process. The local Cummins Sales and Service office has provided a Sourcewell quote for the desired generator at the amount of \$319,085. This equipment is included within the 2024 Budget in the amount of \$310,000.

ACTION REQUESTED

Allow staff to purchase the 500 KW generator from Cummins Sales and Service through Sourcewell in the amount of \$319,085.



August 5, 2024

To
Lyle Leubner
North Little Rock WasteWater
7400 BAUCUM PIKE
NORTH LITTLE ROCK Arkansas 72117-5240

Prepared by
Nick Grandison
(501) 850-3132
ie808@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C500D6RE-A067D241 PRODUCT REVISION-F Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Bus Bar Connection Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Engine Coolant - 60% Antifreeze, 40% Water Mixture Quick Fit Kit Harness, Paralleling Auxiliary DEF Connections Cam Lock Distribution Panel - U.S. Rental	1
2	Service - Startup, Testing, and Training	1

QUOTE TOTAL: \$ 319,085.00

Quote value does not include any tax.

NOTES:

- Current Submittal Lead Time: **2** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): **xx-xx** weeks
 - Generator: **22-26** weeks
- Proposal based upon supplied **phone call** dated **08/05/2024** only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:** Cummins **3**-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes **1** trip during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.



- Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
- No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Nick Grandison, PG Commercial Sales Representative

ie808@cummins.com

(501) 850-3132



SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

DIRECTOR'S HIGHLIGHTS

Michael Clayton

JULY 2024

Maumelle Pump Station and Headworks Update: Pumps have been selected for low, average and daily flow conditions with a recommendation for a three-pump system. Two of the pumps would be designed as duty pumps and the third pump would be set as a backup pump in the event one of the duty pumps are out-of-service. Recently, recommendations were made to staff for two high flow pumps to move water from the influent pumping station to the equalization basin. One of the pumps would be utilized as a duty pump while the other would be used as a back-up pump. The original design from the previous engineering team recommended the use of six pumps to handle the wide range of flows through a 24" force main. Currently, this design team has developed an approach very acceptable to staff using a five-pump configuration and reducing the size of the new force main from 24" to 20".

Faulkner Lake Basin Hydraulic Model: The model has been constructed within the program and currently, the modelers are calibrating the flow conditions based on each of the 26 flow meters in service during the Spring.

2022 CWSRLF: An agreement was reached with Natural Resources Division Arkansas Department of Agriculture to extend the disbursement cut-off date to October 15, 2025. This agreement will allow us to fund the Lower Riverside Interceptor CIPP, Phase II Rehabilitation Project, Dark Hollow Interceptor CIPP Rehabilitation Project and the Five Mile Creek Interceptor CIPP Rehabilitation Project over the next 15 months with an estimated cost of \$21.2 million. The Lower Riverside Interceptor CIPP, Phase II Rehabilitation Project has been awarded to SAK Construction and we are waiting for the contract documents for approval. NLRW Engineering Department will be completing the design plans and specification by August 9, 2024, for the other two interceptor projects.

Five Mile Creek and White Oak Water Reclamation Facilities were recognized with **Platinum 6** awards by the National Association of Clean Water Agencies for six consecutive years of permit compliance the National Pollutant Discharge Elimination System as part of the Clean Water Act of 1972. Our Operations and Environmental Compliance staff did a great job achieving these awards.

