

Treatment Status Report

October 2015

	<u>BOD</u>	<u>TSS</u>
Faulkner Lake	7.1 mg/L (30 max)	5.3 mg/L (30max)
Five Mile	23.7 mg/L (30 max)	32.1 mg/L (90max)
White Oak	19.6 mg/L (30 max)	26.6 mg/L (90max)

Shannon Wayson

Chemist

NLR Waste Water Utility Maintenance & Repair Department Work Recap by Ward October-15

Crews:	Ward 0	Ward 1	Ward 2	Ward 3	Ward 4	Total
MANHOLE:						
<i>Disconnects</i>	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0
<i>Repairs</i>	1	50	30	16	1	98
<i># of MH's Gouted</i>	0	2	2	1	6	11
<i>#of Coats</i>	0	0	0	0	0	0
<i>MH Depth (Ft/In)</i>	0	20.0	6	5.0	20.0	51
<i># of Bags of GROUT</i>	0	2	3.0	1.0	12.0	18
POWER DRIVE:						
<i># of Ft Cleaned</i>	150	0	0	7,101	2,861	10,112
PWR RODDER #1:						
<i># of Ft Cleaned</i>	0	389	0	0	0	389
PWR RODDER #2:						
<i># of Ft Cleaned</i>	0	0	0	0	0	0
REPAIR #1:						
<i>Repairs</i>	0	2	0	4	0	6
<i>New Manholes</i>	0	0	0	1	0	1
<i>New Lines</i>	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0
<i>Miscellaneous</i>	1	1	2	0	0	4
REPAIR #2:						
<i>Repairs</i>	1	3	5	4	4	17
<i>New Manholes</i>	0	0	0	0	0	0
<i>New Lines</i>	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0
<i>Miscellaneous</i>	0	0	2	0	0	2

NLR Waste Water Utility

Maintenance & Repair Department

Work Recap by Ward

October-15

Crews:	Ward 0	Ward 1	Ward 2	Ward 3	Ward 4	Total
REPAIR #3:						
<i>Repairs</i>	2	4	4	2	0	12
<i>New Manholes</i>	0	0	0	0	0	0
<i>New Lines</i>	0	1	0	0	0	1
<i>Disconnects</i>	0	0	0	0	0	0
<i>Taps</i>	0	0	0	1	0	1
<i>Miscellaneous</i>	0	3	6	0	1	10
TROUBLE:						
<i># of Ft Cleaned</i>	0	220	345	0	0	565
<i>Stop-Ups</i>	2	13	10	7	0	32
<i>Private Lines</i>	2	10	7	6	0	25
<i>Cave-Ins</i>	0	0	2	1	0	3
<i>Flooded Houses</i>	0	0	0	0	0	0
<i>Miscellaneous</i>	19	22	13	4	8	66
<i>Total Calls</i>	21	34	24	12	2	93
VACCON #1:						
<i># of Ft Cleaned</i>	14,016	0	2,320	0	25,425	41,761
VACCON #2:						
<i># of Ft Cleaned</i>	0	884	42,997	921	2,561	47,363
VACCON #3:						
<i># of Ft Cleaned</i>	0	34,223	8,540	1,212	265	44,240
VACCON #4:						
<i># of Ft Cleaned</i>	2,000	0	2,395	6,920	1,151	12,466
VACCON #5:						
<i># of Ft Cleaned</i>	0	1,556	521	27,355	10,126	39,558
T V #1						
<i># of Ft</i>	0	8,521	1,687	12,999	173	23,380
T V #2						
<i># of Ft</i>	0	188	513	1,540	27,869	30,110

North Little Rock Waste Water Utility 2015 Year-To-Date Work Recap Report

Crews:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Y T D
MANHOLE:													
<i>Disconnects</i>	0	1	0	0	0	0	0	0	0	0			1
<i>Taps</i>	0	0	0	0	0	0	0	0	0	0			0
<i>Repairs</i>	73	27	16	45	14	61	98	119	165	98			716
<i># of MH's Grouted</i>	9	22	8	28	15	5	38	29	42	11			207
<i>#of Coats</i>	0		0	0	0				0	0			0
<i>MH Depth (Ft/In)</i>	0	1	0	18	53	10	117	60	110	51			420
<i># of Bags of Grout</i>	9	6	8	16	12	9	36	16	38	18			168
POWER DRIVE:													
<i># of Ft Cleaned</i>	12,703	9,435	6,508	17,860	13,170	1,429	0	0	5,722	10,112			76,939
PWR RODDER #1:													
<i># of Ft Cleaned</i>	2,511	4,032	0	0	0	599	0	0	0	389			7,531
PWR RODDER #2:													
<i># of Ft Cleaned</i>	1,855	1,500	1,776	8,929	621	0	0	0	0	0			14,681
REPAIR #1:													
<i>Repairs</i>	3	6	13	16	13	10	9	15	7	6			98
<i>New Manholes</i>	0	0	1	0	0	0	0	0	1	1			3
<i>New Lines</i>	0	0	0	0	0	0	0	0	0	0			0
<i>Disconnects</i>	0	0	0	0	0	0	0	0	0	0			0
<i>Taps</i>	1	1	1	1	0	0	0	0	0	0			4
<i>Miscellaneous</i>	8	12	7	14	14	1	2	9	3	4			74
REPAIR #2:													
<i>Repairs</i>	16	9	16	12	9	14	9	16	13	17			131
<i>New Manholes</i>	0	0	0	0	0	0	0	0	0	0			0
<i>New Lines</i>	0	0	0	0	0	0	0	0	0	0			0
<i>Disconnects</i>	1	1	0	1	0	0	0	0	0	0			3
<i>Taps</i>	0	1	1	0	1	0	0	0	0	0			3
<i>Miscellaneous</i>	3	8	7	9	11	4	5	8	7	2			64
REPAIR #3:													
<i>Repairs</i>	6	12	11	8	5	3	7	13	9	12			86
<i>New Manholes</i>	0	0	2	0	0	0	2	1	0	0			5
<i>New Lines</i>	0	0	0	0	0	0	1	0	0	1			2
<i>Disconnects</i>	0	1	0	0	0	0	0	0	0	0			1
<i>Taps</i>	10	2	1	1	0	0	0	2	2	1			19
<i>Miscellaneous</i>	8	8	3	6	8	3	1	2	0	10			49
TROUBLE:													
<i># of Ft Cleaned</i>	553	800	3,085	445	638	563	485	143	867	565			8,144
<i>Stop-Ups</i>	42	40	57	27	24	30	24	17	25	32			318
<i>Private Lines</i>	34	24	32	18	17	19	17	16	20	25			222
<i>Cave-Ins</i>	2	0	9	8	9	9	4	3	5	3			52
<i>Flooded Houses</i>	0	0	0	0	0	0	0	0	0	0			0
<i>Miscellaneous</i>	63	38	40	49	59	83	76	57	54	66			585
<i>Total Calls</i>	98	76	105	84	92	122	104	76	83	93			933
VACCON #1:													
<i># of Ft Cleaned</i>	28,820	22,012	30,109	22,253	39,759	38,822	31,892	35,979	38,327	41,761			329,734
VACCON #2:													
<i># of Ft Cleaned</i>	13,657	14,635	41,387	54,226	20,785	54,253	51,930	44,485	41,344	47,363			384,065
VACCON #3:													
<i># of Ft Cleaned</i>	32,241	22,959	35,302	56,498	43,678	47,845	33,655	33,828	42,087	44,240			392,333
VACCON #4:													
<i># of Ft Cleaned</i>	0	0	0	17,720	19,200	2,369	3,422	0	13,362	12,466			68,539
VACCON #5:													
<i># of Ft Cleaned</i>	0	0	0	0	19,424	41,573	38,111	34,351	32,346	39,558			205,363
T V #1													
<i># of Ft</i>	18,955	17,466	16,100	23,949	21,743	28,492	23,336	26,227	23,856	23,380			223,504
T V #2													
<i># of Ft</i>	24,641	10,882	10,305	29,165	20,993	29,593	29,065	24,565	27,037	30,110			236,356

REHABILITATION FUND
EXPENDITURES FOR THE MONTH
ENDED OCTOBER 31, 2015

EXPENDITURES FOR LINE REHABILITATION-REPAIR CREWS	<u>\$ 210,490.87</u>
REFUND DUE TO SEWER FUND	<u>\$210,490.87</u>

**REHABILITATION REPORT-REPAIR CREWS
FOR THE MONTH ENDED OCTOBER 31, 2015**

<u>LOCATION</u>	<u>TOTAL</u>	<u>LABOR</u>	<u>MATERIALS</u>	<u>EQUIPMENT</u>	<u>OUTSIDE WORK</u>
WARD #0 LINES					
MISCELLANEOUS	\$ 5,122.24	\$ 2,598.10	\$ 1,503.17	\$ 1,020.97	\$ -
TOTAL WARD #0 LINES	\$ 5,122.24	\$ 2,598.10	\$ 1,503.17	\$ 1,020.97	\$ -
WARD #1 LINES					
MISCELLANEOUS	\$ 12,775.59	\$ 6,523.70	\$ 1,486.59	\$ 2,563.61	\$ 2,201.69
TOTAL WARD #1 LINES	\$ 12,775.59	\$ 6,523.70	\$ 1,486.59	\$ 2,563.61	\$ 2,201.69
WARD #2 LINES					
MISCELLANEOUS	\$ 8,851.13	\$ 5,313.45	\$ 1,449.66	\$ 2,088.02	\$ -
WATER STREET-R15-01	\$ 167,811.22	\$ 623.81	\$ 188.05	\$ 245.14	\$ 166,754.22
RIVERFRONT @ VIRGINA KELLY-R15-02	\$ 2,714.19	\$ 1,723.58	\$ 313.30	\$ 677.31	\$ -
TOTAL WARD #2 LINES	\$ 179,376.54	\$ 7,660.84	\$ 1,951.01	\$ 3,010.47	\$ 166,754.22
WARD #3 LINES					
MISCELLANEOUS	\$ 10,492.80	\$ 4,861.90	\$ 1,299.08	\$ 1,910.57	\$ 2,421.25
NONA STREET-R12-02	\$ 83.37		\$ -		\$ 83.37
TOTAL WARD #3 LINES	\$ 10,576.17	\$ 4,861.90	\$ 1,299.08	\$ 1,910.57	\$ 2,504.62
WARD #4 LINES					
MISCELLANEOUS	\$ 2,640.33	\$ 1,895.47	\$ -	\$ 744.86	\$ -
TOTAL WARD #4 LINES	\$ 2,640.33	\$ 1,895.47	\$ -	\$ 744.86	\$ -
TOTAL ALL WARDS	\$ 210,490.87	\$ 23,540.01	\$ 6,239.85	\$ 9,250.48	\$ 171,460.53



AGENDA FOR NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE MEETING

RE: Committee Meeting
PLACE: Faulkner Lake Treatment Plant
7400 Baucum Pike, North Little Rock, Arkansas 72117
DATE: November 10, 2015
TIME: 12:15 PM

- (1) APPROVAL OF THE MINUTES OF THE OCTOBER 13, 2015 MEETING
- (2) CASH DISBURSEMENTS FOR OCTOBER 2015
- (3) FINANCIAL REPORT FOR OCTOBER 2015
- (4) WASTEWATER CONSOLIDATION AGREEMENT
- (5) CAW/MWM DUE DILIGENCE ANALYSIS



(1)

NEW BUSINESS

ACTION REQUESTED:

Approval of the Minutes of the October 2015 Committee Meeting



NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE

MINUTES OF A MEETING HELD TUESDAY, OCTOBER 13, 2015

A meeting of the North Little Rock Wastewater Treatment Committee was held on Tuesday, October 3, 2015 at 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. Those in attendance at the meeting were: Mr. K.W. Matthews, Mr. Ed Nelson, Mr. Clark McGlothin and Ms. Karen Bryant. Also in attendance were Mr. Marc Wilkins, Director, Ms. Gina Briley, Mr. Charles Frost, Mr. Lyle Leubner, Mr. Michael Clayton, Mr. Ronnie Thompson, Mr. Mark Halter with Hilburn, Calhoun, Harper, Pruniski & Calhoun, Ltd. and Dawn Harmon.

First, the Committee reviewed the minutes of its September 8, 2015 meeting. After review, Mr. Nelson questioned the wording of the second full paragraph on page 2 with regard to comments made by Mr. Dan Jackson in his presentation. After further discussion, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to approve the minutes of the September 8, 2015 meeting subject to Mr. Wilkins verifying the numbers and a determination as to what Mr. Jackson actually stated at the meeting. The motion carried unanimously.

Next, the Committee reviewed the voucher disbursements for September 2015. After an explanation of check number 36992 to Belk Fence (fence off the property entrance at Five Mile Creek for security purposes), a motion was made by Mr. McGlothin, seconded by Ms. Bryant, to approve the voucher disbursements for September 2015 reflecting total cash disbursements of \$1,318,658.42 and transfers between accounts of \$1,162,766.67. The motion carried unanimously.

Upon motion made by Mr. Nelson, seconded by Ms. Bryant, the Committee unanimously approved the Financial Statement for September 2015.

Mr. Nelson then advised the Committee members that the Retirement Committee met on September 9, 2015. The July 1, 2015 actuarial valuation report provided by Mr. Jody Carreiro of Osborn, Carreiro & Associates, Inc. suggested a contribution level between \$443,827 and \$551,811. Mr. Nelson went on to explain that the unfunded liability went down and the Utility is above 80% of being funded. Overall, **the Utility's retirement plan is in good shape. Since the Utility has budgeted a total amount of \$600,000 for the 2015 plan contribution, the Retirement Committee voted to recommend the North Little Rock Wastewater Treatment Committee authorize a \$600,000 contribution.** A motion was then made by Mr. McGlothin, seconded by Ms. Bryant, to authorize the contribution amount of \$600,000 to the North Little Rock Wastewater Utility Defined Benefit Pension Plan and Trust by January 1, 2016. The motion carried unanimously.

Additionally, Mr. Nelson explained that at the September 9th meeting, the Retirement Committee approved and adopted the restated and amended Defined Benefit Pension Plan and Trust Document. The new Plan Document is a better fit for a governmental entity. **Also, the Plan's Death Benefit Provision which previously was payable to "Spouse" only, was amended to include "Any Named Beneficiary".** It was noted that this is a death in service benefit. Therefore, a motion was made by Mr. Nelson, seconded by Mr. McGlothlin, to adopt the restated and amended, as of July 1, 2015, North Little Rock Wastewater Utility Defined Benefit Pension Plan and Trust. The motion carried unanimously.

Mr. Wilkins then reported that a deep manhole on the South side of Riverfront Drive at Virginia Kelley Drive has begun to sink. The manhole is 20.5 feet deep and the groundwater table is 21 feet deep. The Utility staff has initiated the installation of a dewatering well to stabilize the soil for the repair. Closed-circuit TV inspections reveal the settlement to be confined to within an approximate 20' radius of the manhole. Due to the depth, the Utility staff has requested the assistance of Diamond Construction Co., Inc. to make the repair. The repair is estimated to cost between \$75,000.00 and \$125,000.00. This item was not budgeted for specifically, but will be included within the \$700,000.00 budgeted amount for emergency repairs beneath the water table. A motion was then made by Mr. McGlothlin, seconded by Ms. Bryant, to authorize the Utility staff to use the services of Diamond Construction Co., Inc. to make an emergency repair southwest of the intersection of Riverfront Drive and Virginia Kelley Drive. The motion carried unanimously.

Mr. Wilkins then advised the Committee members that the Utility received quotes to re-roof the Operations Building, the old lab building and RPZ enclosure. The quotes include tear-off and installation of a membrane-type roof on both buildings and architectural shingles for the mansard on the old lab and RPZ enclosure. Architectural shingles are recommended and included in the quotes for the mansard for higher wind resistance. The bids received are as follows:

P.I. Roofing	\$ 40,810.00
Roberts McNutt	\$ 52,907.00
Ketcher	\$ 49,020.00

This project is included in the 2015 budget for \$43,000.00. After further discussion, Mr. McGlothlin asked Mr. Wilkins to contact P.I. Roofing, the low bidder, with regard to adding walkboards to their bid. A motion was then made by Mr. Nelson, seconded by Ms. Bryant, to authorize the staff to enter into a contract with P.I. Roofing, located in North Little Rock, Arkansas, in the amount of \$40,810.00 (subject to the addition of walkboards) for roof replacements on the Operations Building, the old lab building and the RPZ enclosure. The motion carried unanimously.

Next, Mr. Wilkins informed the Committee members that there has been a pump failure at the Marche Pump Station, and the pump needs to be replaced. The original quote for the replacement pump came in at \$52,117.00 because this is a high-pressure,

high-horsepower unit. The Utility has found an alternative pump that costs considerably less (\$25,830.00) and is better suited for this installation. The Marche Pump Station only has two pumps, and there is a 4 to 6 week delivery time for the new pump, which Mr. Wilkins has already ordered to save time. After discussion, a motion was made by Mr. Nelson, seconded by Mr. McGlothlin, to approve the purchase of a new pump for an emergency replacement at the Marche Pump Station in the amount of \$25,830.00. The motion carried unanimously.

Mr. Wilkins then explained that the Utility needs a new track hoe. The current track hoe is a 1995 Hyundai track hoe that is no longer usable for pipeline work due to chronic problems with the hydraulics. The primary functions of this machine are to set manholes and make deep repairs. It has been sent for repairs, and is not fixable for the **Utility's required use. The staff is requesting a replacement track hoe** which is available through the Houston-Galveston Area Cooperation (HGAC). The equivalent machine is a Kubota KX080-4 Excavator in the amount of \$95,990.33. Mr. Wilkins added that the Utility has known for a couple years that this piece of machinery would need to be replaced and has budgeted the amount of \$150,000.00. Further, the Utility has received a request to donate the old piece of equipment to the North Little Rock Parks Department if and when the new piece of machinery is purchased. A motion was then made by Ms. Bryant, seconded by Mr. Nelson, to authorize the Utility staff to purchase a new Kubota KX080-4 Excavator through the HGAC in the amount of \$95,990.33 and donate the existing piece of machinery to the North Little Rock Parks Department. The motion carried unanimously.

Mr. Wilkins and Mr. Halter then advised the Committee that the North Little Rock City Council read the Rate Ordinance at its meeting held on Monday, October 12, 2015. Mr. Dan Jackson was present and made a presentation to the City Council. The Public Hearing has been scheduled for October 26, 2015, and Mr. Wilkins will attend the hearing to make a presentation and answer any questions.

Mr. Wilkins then updated the Committee on the possibility of the wastewater portion of Maumelle Water Management (MWM) becoming part of the North Little Rock Wastewater system. Mr. Wilkins is scheduled to talk with the Mayor of Maumelle **regarding accepting this portion. Mr. Wilkins will also attend Maumelle's City Council** meeting to answer any of their questions and/or concerns. Mr. Wilkins went on to confirm that if the City of Maumelle does show a real interest, the Utility and its staff will conduct further due diligence which will take approximately 60 to 90 days and will further verify all their financial information. Ultimately, the North Little Rock City Council will make the final decision.

A motion was then made by Mr. Nelson, seconded by Ms. Bryant, to excuse the absence of Mr. Smith from the meeting. 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 12:58 p.m.

APPROVED AS TO FORM:

K. W. MATTHEWS, CHAIRMAN

RESPECTFULLY SUBMITTED,

SYLVESTER SMITH,
VICE-CHAIRMAN/SECRETARY

(2)

CASH DISBURSEMENTS FOR OCTOBER 2015

ACTION REQUESTED:

Approval of the Cash Disbursements for October 2015 showing total
Cash Disbursements of **\$2,074,768.79** and
Fund Transfers between accounts of **\$2,001,795.97**.



**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37143	AMERIPRISE FINANCIAL SERVICES	\$ 95.00	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 10/04/2015
37144	UNITED WAY	\$ 45.00	UNITED WAY CONTRIBUTIONS - PAY PERIOD ENDING 10/04/2015
37145	OCSE CLEARINGHOUSE SDU	\$ 368.00	CHILD SUPPORT PAYMENTS FOR PAY PERIOD ENDING 10/04/2015
AFC-20	ARKANSAS FEDERAL CREDIT UNION	\$ 6,465.31	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 10/04/2015
NAT-20	NATIONWIDE RETIREMENT SOLUTIONS	\$ 3,264.12	RETIREMENT CONTRIBUTIONS - PAY PERIOD ENDING 10/04/2015
PR-20	PAYROLL TAX DEPOSIT	\$ 36,069.32	PAYROLL TAXES FOR PAY PERIOD ENDING 10/04/2015
37146	VOID CHECK	\$ -	VOID - CHECK ALIGNMENT
37147	A-1 RECOVERY	\$ 161.25	TOWING SERVICE FOR UNIT # 122
37148	ARKANSAS AGGREGATES, INC.	\$ 2,587.10	GRAVEL FOR FAULKNER LAKE TREATMENT PLANT
37149	ARKANSAS DEMOCRAT GAZETTE	\$ 406.95	NEWSPAPER AD FOR 4 EMPLOYMENT POSITIONS.
37150	ARKANSAS MILL SUPPLY CO.	\$ 285.81	18 MASTER LOCKS FOR PUMP STATIONS
37151	ARKANSAS SIGNS FIRST	\$ 1,291.15	TWO VEHICLE WRAPS FOR UNIT # 58
37152	ARKANSAS SOD & TURF	\$ 448.42	SOD FOR WARD 0, WARD 1, WARD 2 AND WARD 3
37153	ASPHALT PRODUCTS, LLC	\$ 1,839.02	COLD MIX FOR STOCK
37154	AT&T	\$ 155.96	MONTHLY PHONE BILL FOR FIVE MILE & WHITE OAK PLANTS
37155	BERTREM PRODUCTS, INC.	\$ 15,400.00	TWO NEW CHOPPER PUMPS FOR FAULKNER LAKE PLANT
37156	CABOT FLORIST, INC.	\$ 66.26	FLOWERS FOR EMPLOYEE Z. MCCLENDON - NEW BABY GIRL
37157	CAPITOL EQUIPMENT	\$ 2,563.55	NEW AIR COMPRESSOR, FREON, OIL CHANGE, FILTERS AND TEETH FOR MID-SIZE TRACKHOE.
37158	CINTAS CORP. # 650	\$ 2,822.39	MONTHLY UNIFORM & MAT SERVICES AND CLEANING OF MEN'S RESTROOM IN COLLECTION & ENGINEERING BUILDING.
37159	CITY OF NORTH LITTLE ROCK	\$ 72,614.94	FRANCHISE FEES COLLECTED IN SEPTEMBER
37160	CLARK HYDRAULIC SERVICE	\$ 196.49	RATCHET PIPE CUTTER FOR REPAIR CREW # 3
37161	CRANFORD CONSTRUCTION CO.	\$ 982.33	SURFACE ASPHALT FOR WARD 2
37162	CROW BURLINGAME # 53	\$ 78.12	ANTIFREEZE FOR UNIT # 118 & UNIT # 122
37163	DATANMAX	\$ 49.88	MONTHLY MAINTENANCE FOR COLLECTIONS & ENGINEERING COPIER
37164	DEPARTMENT OF FINANCE & ADMINISTRATION	\$ 11,948.00	STATE WITHHOLDING TAXES FOR SEPTEMBER
37165	DIAMOND CONSTRUCTION CO.	\$ 155,713.70	ESTIMATE # 2 FOR MCCAIN SEWER RE-LOCATION JOB
37166	EVANS ENTERPRISES, INC.	\$ 281.26	2 ADJUSTABLE BASES FOR OAKBROOK PUMP STATION
37167	FERRELLGAS	\$ 29.59	PROPANE FOR FORKLIFT
37168	FIRST ELECTRIC COOPERATIVE	\$ 136.50	ELECTRIC BILL FOR GAP CREEK PUMP STATION
37169	FLEET TIRE SERVICE	\$ 29.85	FLAT REPAIR ON TRAILER # 9
37170	GREEN & CHAPMAN, INC.	\$ 818.96	GREASE & SOLVENT FOR PUMP MAINTENANCE
37171	HARCROS CHEMICALS	\$ 1,307.00	CHLORINE FOR FAULKNER LAKE TREATMENT PLANT
37172	H.D. SUPPLY WATERWORKS	\$ 4,305.07	SEWER PIPE FOR INVENTORY AND PVC PIPE & COUPLINGS FOR MARCHE ROAD FORCEMAIN.
37173	HENARD UTILITY PRODUCTS	\$ 410.35	SPROCKETS FOR UNIT # 107
37174	HUMS HARDWARE	\$ 716.73	PARTS & SUPPLIES FOR VARIOUS DEPARTMENTS

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37175	HUMS RENTAL	\$ 3,224.09	EXCAVATOR RENTAL FOR WARD 0, WARD 1, WARD 2 & WARD 3
37176	ICM, INC.	\$ 6,000.00	DIGITAL LINE TRACER FOR ENGINEERING AND SAFETY TRIPOD FOR FLOW MONITORING PROGRAM.
37177	INDUSTRIAL PARTS & ELECTRIC MOTORS	\$ 2,285.75	BRAKE FOR WHITE OAK BAR SCREEN
37178	INDUSTRIAL SUPPLY & SERVICE	\$ 308.97	REPAIRS & SERVICE ON FAULKNER LAKE BELT PRESS COMPRESSOR
37179	INSTRUMENT & SUPPLY INC.	\$ 3,452.90	RE-BUILD HYDROMATIC PUMP FOR SHERMAN ROAD PUMP STATION
37180	INTERSTATE TIRE	\$ 48.60	MOUNT & BALANCE 2 TIRES ON UNIT # 99
37181	JACKSON CLEANING SERVICES	\$ 1,198.80	JANITORIAL SERVICES FOR ADMINISTRATION, COLLECTIONS & ENGINEERING AND LAB BUILDINGS.
37182	JIM'S CRANE RENTAL SERVICE	\$ 460.00	CRANE RENTAL FOR MARCHE PUMP STATION
37183	KEATHLEY PATTERSON ELECTRIC	\$ 523.31	SHIPPING & HANDLING CHARGES FOR CONTROL PROCESSOR
37184	KINGSCOTE CHEMICALS	\$ 265.24	RED DYE TABLETS FOR SEWER LINE TESTING
37185	LIBERTY TRAILER CO.	\$ 87.46	WIRING & LIGHTS REPAIR ON TRAILER # 9
37186	LOWE'S	\$ 24.69	PARTS FOR ICE MACHINE IN PUMP MAINTENANCE
37187	MARC WILKINS	\$ 1,645.41	REIMBURSEMENT FOR TRAVEL EXPENSES TO WEFTEC 2015 CONVENTION IN CHICAGO.
37188	MARLAR ENGINEERING, INC.	\$ 10,906.44	ENGINEERING SERVICES FOR PLANS & SPECIFICATIONS FOR WHITE OAK INTERCEPTOR PHASE 2 IMPROVEMENTS AND FOR MCCAIN/FAIRFAX SEWER RE-LOCATION.
37189	MHC KENWORTH	\$ 406.69	REPAIR LEAK & NEW RADIATOR CAP FOR UNIT # 111
37190	MOORE & ROBINSON, INC.	\$ 19.98	FLAT REPAIR ON UNIT # 119
37191	NLR WELDING SUPPLY, INC.	\$ 107.89	MONTHLY CYLINDER RENTAL FOR FAULKNER LAKE, FIVE MILE AND WHITE OAK PLANTS.
37192	NORTH LITTLE ROCK ELECTRIC	\$ 24,587.75	ELECTRIC BILL FOR BAUCUM INDUSTRIAL PARK, CYPRESS CROSSING, DELTA LAWN, DIXIE, FAULKNER CROSSING, GALLOWAY, HARRIS INDUSTRIAL PARK, HWY 107, LAKEWOOD, LANSBROOK, MARYLAND EAST, MARYLAND PLACE, OAKBROOK, PINETREE POINT, SHILLCUTT, SHORTER COLLEGE PUMP STATIONS AND WHITE OAK SECURITY GATE. FAULKNER LAKE ADMINISTRATION BLDG., BLOWER BLDG., LAB BLDG., PLANT MAINT. BLDG., SLUDGE LAGOONS & TREATMENT PLANTS. 3812B & 3924B NONA STREET (R12-02).
37193	NORTHSIDE SALES CO.	\$ 163.83	ORANGE SAFETY FENCING COLLECTION CREWS AND EYEWASH FOR PUMP MAINTENANCE.
37194	O'REILLY AUTO PARTS	\$ 43.69	FUEL FILTER, AIR FILTER & MOTOR TREATMENT FOR UNIT # 83
37195	PETERSON CONCRETE	\$ 1,027.70	GRADE RINGS & SEALANT FOR WARD 0 AND MANHOLE CONE & RISERS FOR WARD 2.
37196	PETTUS OFFICE PRODUCTS	\$ 434.53	OFFICE SUPPLIES FOR ADMINISTRATION & BILLING DEPT.
37197	QUALITY PETROLEUM, INC.	\$ 680.30	DRUM OF ROTELLA OIL FOR COLLECTION SYSTEMS VEHICLES

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37198	REGIONS CORPORATE TRUST	\$ 1,038.50	RIXIE DEBT FEE COLLECTED IN SEPTEMBER
37199	SONNY FULMER TRUCKING	\$ 976.61	GRAVEL HAULING SERVICES
37200	SPECIALIZED TIRE SERVICE	\$ 196.20	REPLACE TWO TIRES & SERVICE CALL ON TRAILER # 9 AND REPAIR FLAT ON KUBOTA TRACKHOE.
37201	STANLEY HARDWARE	\$ 575.26	CONCRETE FOR INVENTORY
37202	STATE OF AR. DEPT. OF WORKFORCE SERVICES	\$ 929.00	QUARTERLY UNEMPLOYMENT INSURANCE
37203	TERMINIX	\$ 105.25	MONTHLY PEST CONTROL SERVICE
37204	THE TRADITIONAL BAKERY, INC.	\$ 85.03	LUNCH FOR RETIREMENT COMMITTEE MEETING ON 09/09/15
37205	TRUCKPRO, INC.	\$ 50.75	RAIN CAP FOR UNIT # 58 & SIDE LIGHT FOR UNIT # 104
37206	USA BLUEBOOK	\$ 641.03	LAB SUPPLIES FOR PROCESS LAB & LAB TESTING
37207	UTILITY BILLING SERVICES	\$ 170.22	WATER BILL FOR DELTA LAWN, DIXIE, FIVE MILE, HELLMAN DRIVE, OAKBROOK, SHILLCUTT, SHORTER COLLEGE PUMP STATIONS & WHITE OAK.
37208	WASTE MANAGEMENT	\$ 17,087.15	BIO-SOLIDS REMOVAL FOR SEPTEMBER
37209	WHOLESALE ELECTRIC SUPPLY	\$ 226.37	ELECTRICAL SUPPLIES FOR PUMP MAINTENANCE STOCK
37210	WILLDAN FINANCIAL SERVICES	\$ 10,000.00	RATE ANALYSIS FOR POSSIBLE MAUMELLE MERGER
37211	WINDSTREAM	\$ 58.94	MONTHLY FAX LINE BILL FOR BILLING DEPT.
37212	WINDSTREAM COMMUNICATIONS	\$ 1,136.87	MONTHLY PHONE BILL FOR FAULKNER LAKE TREATMENT PLANT
37213	XTREME IMAGING, INC.	\$ 227.61	PRINTING SERVICES FOR LAKEWOOD CIPP
37214	AMERICAN COMPOSTING, INC.	\$ 876.18	GREASE REMOVAL FROM FIVE MILE
37215	ARKANSAS AGGREGATES, INC.	\$ 1,716.60	GRAVEL FOR STOCK
37216	ARK. DEPT. OF LABOR	\$ 50.00	RENEWAL OF ELECTRICAL LICENSE FOR P. WOOD
37217	ARKANSAS ONE-CALL SYSTEM, INC.	\$ 257.45	OCTOBER BASE FEE AND SEPTEMBER CALL FEES
37218	AT&T	\$ 584.63	T-1 LINE FROM BAUCUM TO MAIN & MAIN TO CAPITAL REGISTRATION FOR AWEA 2015 SPECIALTY CONFERENCE FOR M. CLAYTON AND M. WILKINS.
37219	AWEA	\$ 230.00	REGISTRATION FOR AWEA 2015 SPECIALTY CONFERENCE FOR M. CLAYTON AND M. WILKINS.
37220	B & B MATERIAL CO.	\$ 25.00	SANDY LOAM FOR 3800 MAPLE - WARD 1
37221	CENTERPOINT ENERGY	\$ 14.71	GAS BILL FOR 701 W. 29TH STREET
37222	CHANGE... CENTER FOR HEALTH & VITALITY	\$ 3,211.16	WELLNESS CLINIC SERVICES FOR NOVEMBER AND "FIT FOR DUTY" TEST FOR EMPLOYEE P. HANGER.
37223	CROW BURLINGAME # 53	\$ 215.77	OIL FILTERS & MINIATURE LAMP BULBS FOR UNIT # 104
37224	CUES, INC.	\$ 1,800.00	RENEWAL OF GRANITE SOFTWARE SUPPORT FOR TV EQUIPMENT
37225	DATAMAX	\$ 92.33	MONTHLY MAINTENANCE FOR ADMINISTRATION COPIER
37226	DIGITAL PRINT & IMAGING OF LITTLE ROCK	\$ 174.95	PRINTING OF "APPLICATIONS FOR EMPLOYMENT" FORMS FOR HUMAN RESOURCES.
37227	ECOTECH ENTERPRISES, INC.	\$ 555.14	LIQUID CAUSTIC SODA FOR FIVE MILE PLANT
37228	EMPLOYEE DATA FORMS	\$ 47.75	2016 EMPLOYEE DATA CALENDAR FORMS

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37229	ENTERGY	\$ 9,939.92	ELECTRIC BILL FOR BRIDGEWAY, COLLINS INDUSTRIAL PARK, COUNT MASSIE, CRYSTAL BAY, HWY 365 AND MAUMELLE PUMP STATIONS.
37230	EUREKA GARDENS FACILITIES BOARD	\$ 3,412.80	WHITE OAK BAR SCREEN, LAGOONS & STRUCTURE.
37231	FEDERAL EXPRESS	\$ 84.65	DEBT FEE COLLECTED FOR SEPTEMBER BILLINGS
37232	FISHER SCIENTIFIC	\$ 998.69	SHIPPING CHARGES FOR SSES EQUIPMENT
37233	GLOVERS TRUCK PARTS & EQUIPMENT	\$ 3,173.05	SUPPLIES FOR LAB TESTING
37234	GRAVEL RIDGE SEWER DISTRICT	\$ 20,606.04	NEW SERPENTINE BELT, NEW GASKETS, O-RINGS, FUEL FILTER & PURGE VALVE REPAIR KIT FOR UNIT # 107.
37235	GRAVEL RIDGE SMALL ENGINE	\$ 121.14	BILLED GRAVEL RIDGE ACCOUNTS FOR 09/11/15 & 09/15/15
37236	HARCROS CHEMICALS	\$ 1,307.00	PARTS FOR WHITE OAK LAWNMOWER
37237	H.D. SUPPLY WATERWORKS	\$ 1,526.41	CHLORINE FOR FIVE MILE TREATMENT PLANT
37238	HENARD UTILITY PRODUCTS	\$ 2,076.35	MANHOLE RISERS FOR INVENTORY, PVC PIPE FOR MARCHE FORCEMAIN REPAIRS, FAST PLUGS FOR MANHOLE CREWS AND PARTS FOR DEWATER WELL AT 531 WATER ST. (R15-01).
37239	INSTRUMENT & SUPPLY INC.	\$ 3,795.00	FOOTER COUNTER SENSOR, CABLE ASSEMBLY AND CONNECTOR FOR UNIT # 121 AND ROTARY JOINT & PACKING FOR UNIT # 122.
37240	JIM'S CRANE RENTAL SERVICE	\$ 690.00	SCADA PROGRAMMING & CELLULAR MONITORING SERVICES FOR WHITE OAK PLANT.
37241	JOE CARTER TOOLS	\$ 261.40	CRANE RENTAL FOR MARCHE PUMP STATION
37242	JOE'S GARAGE & WRECKER SERVICE	\$ 736.20	6 DOZEN PAIRS OF GLOVES & VARIOUS SMALL HAND TOOLS FOR COLLECTION SYSTEMS CREWS.
37243	LOGOWEAR	\$ 898.38	REPLACE SPARK PLUGS & WRECKER SERVICE FOR UNIT # 83
37244	LOWE'S	\$ 39.14	144 CAPS WITH NLRWW LOGO FOR COLLECTION SYSTEMS CREWS
37245	MR. FIRST AID	\$ 894.33	50' EXTENSION CORD FOR FIVE MILE FIRST AID SUPPLIES FOR COLLECTION SYSTEMS, LAB & PUMP MAINTENANCE.
37246	NORTHSIDE SALES CO.	\$ 96.17	WHEEL MEASURE TAPE FOR INSPECTOR
37247	OVERBEY, STRIGEL, BOYD & WESTBROOK	\$ 399.00	LEGAL SERVICES FOR PENSION PLAN
37248	PETTUS OFFICE PRODUCTS	\$ 103.25	OFFICE SUPPLIES FOR ADMINISTRATION & BILLING DEPT.
37249	RGA	\$ 81.25	FLAPPER GASKETS FOR OAKBROOK PUMP STATION
37250	RJN GROUP, INC.	\$ 62,092.20	PROFESSIONAL SERVICES FOR 2015 SSES PROJECT
37251	S & W CHEMICAL SALES	\$ 694.97	NITRILE ONYX GLOVES & INSECT REPELLANT FOR OPERATIONS
37252	SEWER DISTRICT # 211	\$ 245.50	BILLED RUNYAN ACRES ACCOUNTS FOR 09/11/15
37253	SPA CHEMICALS, INC.	\$ 2,105.20	ODOR DIGESTER, SORBENTS, WASP & HORNET KILLER & GREASE FOR COLLECTION SYSTEMS AND INDUSTRIAL EXTREME CLEANER, PENETRATING OIL & PAPER PRODUCTS FOR OPERATIONS.
37254	SPECIALIZED TIRE SERVICE	\$ 109.00	MOUNT 2 TIRES & SERVICE CALL FOR TRAILER # 9
37255	TURNER HOLDINGS, LLC	\$ 590.95	COLLECTION JUGS & CAPS FOR ALL 3 PLANTS & INDUSTRIES

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37256	UTILITY BILLING SERVICES	\$ 1,773.44	WATER BILL FOR FAULKNER LAKE TREATMENT PLANT & LAB BUILDING
37257	WELSCO	\$ 18.01	MONTHLY CYLINDER RENTAL FOR COLLECTION SYSTEMS
37258	WIESE USA	\$ 173.95	FILTER ASSEMBLY, AIR ELEMENT & OIL CHANGE FOR FORKLIFT
37259	WORK WEAR	\$ 150.54	SAFETY BOOTS FOR NEW EMPLOYEE - M. BEASLEY
37260	AMERIPRISE FINANCIAL SERVICES	\$ 95.00	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 10/18/2015
37261	UNITED WAY	\$ 45.00	UNITED WAY CONTRIBUTIONS - PAY PERIOD ENDING 10/18/2015
37262	OCSE CLEARINGHOUSE SDU	\$ 368.00	CHILD SUPPORT PAYMENTS FOR PAY PERIOD ENDING 10/18/2015
AFC-21	ARKANSAS FEDERAL CREDIT UNION	\$ 6,465.31	EMPLOYEE CONTRIBUTIONS FOR PAY PERIOD ENDING 10/18/2015
NAT-21	NATIONWIDE RETIREMENT SOLUTIONS	\$ 3,264.12	RETIREMENT CONTRIBUTIONS - PAY PERIOD ENDING 10/18/2015
PR-21	PAYROLL TAX DEPOSIT	\$ 35,684.63	PAYROLL TAXES FOR PAY PERIOD ENDING 10/18/2015
37263	AFLAC	\$ 1,618.24	SUPPLEMENTAL INSURANCE
37264	AMERIPRISE FINANCIAL SERVICES	\$ 600,000.00	2015 PENSION CONTRIBUTION
37265	ARCHEOLOGICAL ASSESSMENTS	\$ 3,600.00	CULTURAL RESOURCES SURVEY FOR THE PROPOSED LOCATION OF THE WHITE OAK INTERCEPTOR
37266	ARKANSAS COPIER CENTER	\$ 62.84	MONTHLY MAINTENANCE ON LAB COPIER
37267	ARKANSAS MILL SUPPLY CO.	\$ 220.14	LUBE FOR GATES AT PLANTS
37268	B & B MATERIAL CO.	\$ 27.13	SANDY LOAM FOR 2747 GEMSTONE - WARD 0
37269	CENTERPOINT ENERGY	\$ 779.36	GAS BILL FOR FAULKNER LAKE TREATMENT PLANT & LAB BUILDING
37270	CENTRAL ARKANSAS WATER	\$ 32,264.00	BILLING SERVICE FEE FOR AUGUST 2015
37271	COLONIAL LIFE INSURANCE CO.	\$ 119.55	SUPPLEMENTAL INSURANCE
37272	CRIST ENGINEERS, INC.	\$ 1,247.81	ENGINEERING SERVICES FOR SHILLCUTT PUMP STATION PROJECT
37273	CROW BURLINGAME # 53	\$ 91.17	HEADLIGHT BULB FOR UNIT # 103 AND GREASE TUBING & OIL FILTERS FOR UNIT # 104.
37274	ELECTRIC MOTOR SERVICE	\$ 557.92	MOTOR FOR WHITE OAK TREATMENT PLANT EXHAUST FAN FOR CL2 BUILDING.
37275	ENTERGY	\$ 9,192.01	ELECTRIC BILL FOR WHITE OAK TREATMENT PLANT & CLAYTON CHAPEL PUMP STATION.
37276	ENVIRONMENTAL SERVICES CO.	\$ 592.90	3RD QUARTER BIO-SOLIDS TESTING FOR FAULKNER LAKE BELT PRESS AND MONTHLY PHOSPHORUS, NITRATE & NITRITE TESTING FOR ALL 3 PLANTS.
37277	EUREKA GARDENS FACILITIES BOARD	\$ 388.80	DEBT FEE COLLECTED FOR SEPTEMBER BILLINGS
37278	FISHER SCIENTIFIC	\$ 1,056.28	BOD BOTTLES & VINYL TUBING FOR LAB TESTING AT ALL 3 PLANTS AND INDUSTRIES.
37279	FUELMAN	\$ 9,611.59	FUEL PURCHASES FOR SEPTEMBER 2015
37280	GRAINGER	\$ 540.75	LIGHTS FOR FAULKNER LAKE STOCK
37281	GRAVEL RIDGE SEWER DISTRICT	\$ 491.40	GRAVEL RIDGE COLLECTIONS FOR SEPTEMBER - CYC 7
37282	GREEN & CHAPMAN, INC.	\$ 840.88	DRUM OF ROTELLA OIL FOR PUMP MAINTENANCE VEHICLES

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37283	H & H ELECTRIC, INC.	\$ 5,985.00	REMOVED BREAKERS, SPLICE POWER FROM TRANSFER SWITCH TO MCC AT FIVE MILE EFFLUENT PUMP.
37284	H.D. SUPPLY WATERWORKS	\$ 4,909.08	SEWER PIPE, T-CONES, SOIL PIPE, COUPLINGS, WYES & ADAPTERS FOR INVENTORY AND COUPLINGS & PVC PIPE FOR MARCHE ROAD FORCEMAIN
37285	HENARD UTILITY PRODUCTS	\$ 2,895.59	1000' PIRANHA SEWER HOSE FOR VAC-CON # 3 - UNIT # 109 AND CABLE ADAPTER FOR TV # 1.
37286	HILBURN, CALHOON, HARPER, PRUNSKI	\$ 1,950.00	LEGAL SERVICES FOR RATE ORDINANCE, MAUMELLE CONSOLIDATION, SPECIAL PROJECTS & GENERAL RETAINER.
37287	HUMIS HARDWARE	\$ 130.13	GRASS BRUSH CUTTER, LUBE, CAP BOLT, FLAT WASHER & LOCK NUTS FOR SURVEY CREW AND SLEDGE HAMMER FOR ENGINEERING.
37288	ICM, INC.	\$ 850.65	LIFE LINE FOR SSES AND 4 CASES OF GREEN MARKING PAINT FOR COLLECTION SYSTEMS & ENGINEERING
37289	INFORMATION NETWORK OF ARKANSAS INTERDYN	\$ 44.00	BACKGROUND CHECK ON TWO NEW EMPLOYEES
37290	JACK TYLER ENGINEERING CO.	\$ 46.25	RE-INSTALL DYNAMICS GP ON WORKSTATION
37291	JIM'S TREE SERVICE	\$ 28,025.55	35 HP FLYGHT PUMP FOR MARCHE PUMP STATION
37292	L & L MUNICIPAL SUPPLIES	\$ 700.00	CUT TREE DOWN ON BACK OF PROPERTY AT # 13 JAY CIRCLE - WARD 3
37293	LEGAL SHIELD	\$ 1,138.17	VARIOUS PAIRS OF GLOVES FOR COLLECTION SYSTEMS CREWS
37294	MOYNO, INC.	\$ 57.80	PRE-PAID LEGAL SERVICES FOR EMPLOYEES
37295	PETTUS OFFICE PRODUCTS	\$ 23,933.70	2 MOYNO PUMPS FOR FAULKNER LAKE FILTER PRESS
37296	PETTY CASH	\$ 1,123.63	OFFICE SUPPLIES FOR ADMINISTRATION & COLLECTION SYSTEMS DEPT.
37297	RG A	\$ 369.72	REIMBURSEMENT FOR PETTY CASH
37298	SONNY FULMER TRUCKING	\$ 349.93	RED HOSE TO HOOK-UP VAC-CON TO WATER HYDRANT AND FLEX CLAMPS FOR VAC-CON # 2.
37299	SPA CHEMICALS, INC.	\$ 324.00	RUNNYAN ACRES COLLECTIONS FOR SEPTEMBER - CYC 7
37300	STANLEY HARDWARE	\$ 432.30	GRAVEL HAULING SERVICES
37301	T & T EQUIPMENT	\$ 385.13	3 CASES OF SCRUB IN A BUCKET FOR COLLECTION SYSTEMS AND HAND DISINFECTANTS FOR PLANT OPERATORS.
37302	ADVANCED ANALYTICAL SOLUTIONS	\$ 83.23	REPLACE SPARK PLUG, FUEL LINE, FUEL FILTER & SHUT OFF VALVE ON TRASH PUMP.
37303	ARKANSAS AGGREGATES, INC.	\$ 260.40	55 GALLONS OF SOAP FOR CAR WASH
37304	AT&T MOBILITY	\$ 229.00	3RD QUARTER QC SAMPLES FOR LAB
37305	AWEA	\$ 733.34	GRAVEL FOR FAULKNER LAKE TREATMENT PLANT
37306		\$ 135.64	MONTHLY INTERNET SERVICES FOR FIVE MILE & WHITE OAK AND DATA SERVICES FOR SURVEY EQUIPMENT.
37307		\$ 460.00	REGISTRATION FOR AWEA 2015 SPECIALTY CONFERENCE FOR A. BARR, S. WAYSON, P. SPENCE & P. GWATNEY.

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37308	DARRELL R. SANSON	\$ 2,773.00	CONSULTING & NETWORKING SERVICES FOR SEPTEMBER 2015
37309	DIAMOND CONSTRUCTION CO.	\$ 164,771.12	EMERGENCY REPAIRS FOR WATER STREET (R15-01).
37310	ENTERGY	\$ 39,592.43	ELECTRIC BILL FOR AUSTIN LAKES, CHAPEL RIDGE, EUREKA GARDENS - 46TH STREET, EUREKA GARDENS - JUDY ROAD, EUREKA GARDENS ROAD, FRONTIER DRIVE, HILL LAKE, MARCHE, MCALMONT, MIDSTATE, QUAPAW, RIXIE - HWY 161 AND TRAMMEL ESTATES PUMP STATIONS, FIVE MILE CREEK # 1, NORTH & SOUTH BUILDINGS, INFLUENT PUMP & SECURITY GATE.
37311	ENVIRONMENTAL SERVICES CO.	\$ 882.66	3RD QUARTER PERMIT TESTING FOR ALL 3 PLANTS.
37312	EXPRESS OIL CHANGE	\$ 56.82	OIL CHANGE & TIRE ROTATION FOR UNIT # 101
37313	FLEETMATIC'S USA	\$ 490.00	MONTHLY VEHICLE TRACKING SERVICE
37314	GRAVEL RIDGE SEWER DISTRICT	\$ 17,855.91	BILLED GRAVEL RIDGE ACCOUNTS FOR SEPT. CYC 9 & END OF MONTH.
37315	H.D. SUPPLY WATERWORKS	\$ 1,043.12	2-WAY CLEANOUTS & BENDS FOR INVENTORY, FAST PLUGS FOR REPAIR CREW # 2 AND CHOP SAW BLADE FOR REPAIR CREW # 3.
37316	IBC, LLC OF ARKANSAS	\$ 950.00	ANCHORED WALK GRATES ON LAGOON STRUCTURES AT WHITE OAK
37317	ICM, INC.	\$ 1,186.34	REPAIRS TO COMPACTOR AND MOTOR OIL, BATTERY CABLE, FILTERS FOR BLUE PUMP.
37318	INTERSTATE TIRE	\$ 16.20	TIRE PATCH FOR UNIT # 118
37319	JACK TYLER ENGINEERING CO.	\$ 763.16	LEVEL TRANSMITTER & STABILIZING WEIGHT FOR PUMP STATION
37320	JOE'S GARAGE & WRECKER	\$ 36.17	REPAIRS TO A/C & TAILLIGHT WIRING ON UNIT # 21, CREDIT FOR SPARK PLUGS ON UNIT # 83 - OVERCHARGE AND OIL CHANGE FOR UNIT # 118 AND UNIT # 120.
37321	KEELING COMPANY	\$ 22.11	COUPLINGS, SOLID PIPE & PVC PIPE FOR 4621 LAKESHORE - WARD 1
37322	MR. FIRST AID	\$ 213.01	FIRST AID SUPPLIES FOR OPERATIONS
37323	MUNICIPAL HEALTH BENEFIT FUND	\$ 60,555.55	HEALTH INSURANCE PREMIUM FOR NOVEMBER
37324	MUNICIPAL H2O	\$ 550.00	MONTHLY RISK MANAGEMENT PROGRAM FOR ALL 3 PLANTS
37325	NORTH LITTLE ROCK ELECTRIC	\$ 2,441.84	ELECTRIC BILL FOR I440 INDUSTRIAL PARK, WILCOX PUMP STATIONS AND 512 & 532 WATER STREET - WARD 2 (15-01).
37326	NORTHSIDE SALES CO.	\$ 104.27	2 WIND STOCKS FOR FIVE MILE CL2 BUILDING
37327	OSBORN, CARREIRO & ASSOCIATES	\$ 6,000.00	PREPARATION OF ACTUARIAL VALUATION REPORT FOR PENSION PLAN
37328	PETERSON CONCRETE	\$ 117.72	CONE FOR 2749 GEMSTONE - WARD 0 AND GRADE RING FOR 134 MELROSE CIRCLE - WARD 2.
37329	PETTUS OFFICE PRODUCTS	\$ 832.88	OFFICE SUPPLIES FOR ADMINISTRATION, ENGINEERING, LAB AND PRE-TREATMENT.
37330	SEWER DISTRICT # 211	\$ 49,352.87	BILLED RUNYAN ACRES ACCOUNTS FOR SEPT. CYC 9 & END ON MONTH
37331	SPA CHEMICALS	\$ 68.34	PAPER PRODUCTS FOR OPERATIONS
37332	THOMAS SCIENTIFIC	\$ 717.40	DEICIDE & SPEED DISKS FOR LAB TESTING
37333	USA BLUEBOOK	\$ 1,097.60	FC BROTH, BUFFER & AMMONIA FOR LAB TESTING

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
37334	VERIZON WIRELESS	\$ 1,235.10	MONTHLY CELL PHONE BILL
37335	WASTE MANAGEMENT	\$ 2,885.18	MONTHLY DUMPSTER SERVICES FOR FAULKNER LAKE, PIPE YARD, FIVE MILE, SHILLCUTT, VAC-CONS AND WHITE OAK.
37336	WEB LUBRICATIONS / JIFFY LUBE	\$ 88.53	OIL CHANGE & TIRE ROTATION FOR UNIT # 115
37337	WINDSTREAM COMMUNICATIONS	\$ 1,152.16	MONTHLY PHONE BILL FOR FAULKNER LAKE
37338	WORK WEAR	\$ 108.43	SAFETY BOOTS FOR NEW EMPLOYEE - K. NEWSOM
37339	YARBROUGH CABLE SERVICE	\$ 622.34	PARTS & SUPPLIES FOR AERATOR REPAIR - INVENTORY
	PAYROLL FOR PAY PERIOD ENDED 10/04/15	\$ 94,942.62	PAYROLL PAID TO EMPLOYEES ON 10/06/15
	PAYROLL FOR PAY PERIOD ENDED 10/18/15	\$ 94,703.79	PAYROLL PAID TO EMPLOYEES ON 10/20/15
		\$ 1,877,413.53	
	ARK. FEDERAL CREDIT UNION	\$ 25.00	MONTHLY FEE FOR ELECTRONIC DEPOSIT OF CREDIT UNION DEDUCTIONS
	ADFAL-LOAN PAYMENTS	\$ 197,330.26	MONTHLY LOAN PAYMENTS DRAFTED FROM ACCOUNT
	SERIES 2012 ADFA BOND FUND	\$ -	TOTAL DISBURSEMENTS FOR ACCOUNT
	TOTAL UTILITY CASH DISBURSEMENTS	<u>\$ 2,074,768.79</u>	

**NORTH LITTLE ROCK WASTEWATER UTILITY
CASH DISBURSEMENTS
SERIES 2012 ADFA BOND FUND
OCTOBER 31, 2015**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
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\$ -

**NORTH LITTLE ROCK WASTE WATER UTILITY
FUND TRANSFERS
OCTOBER 31, 2015**

DATE	AMOUNT	TO	FROM	DESCRIPTION
10/1/2015	\$ 41,666.67	REHABILITATION	SEWER	MONTHLY REQUIRED TRANSFER
10/5/2015	\$ 95,000.00	OPERATING-PAYROLL	SEWER	TRANSFER TO COVER PAY PERIOD ENDED 10/4, PAID TO EMPLOYEES ON 10/6
10/9/2015	\$ 415,400.00	OPERATING	SEWER	TRANSFER TO COVER CHECKS PAID 10/5-10/9
10/14/2015	\$ 129,000.00	OPERATING	SEWER	TRANSFER TO COVER CHECKS PAID ON 10/14
10/19/2015	\$ 94,700.00	OPERATING-PAYROLL	SEWER	TRANSFER TO COVER PAY PERIOD ENDED 10/18, PAID TO EMPLOYEES ON 10/20
10/23/2015	\$ 783,200.00	OPERATING	SEWER	TRANSFER TO COVER CHECKS PAID ON 10/19-10/23
10/23/2015	\$ 82,729.30	SEWER	REHABILITATION	REIMBURSEMENT FOR PREVIOUS TWO MONTHS REHABILITATION EXPENDITURES
10/28/2015	\$ 360,100.00	OPERATING	SEWER	TRANSFER TO COVER CHECKS PAID ON 10/28
				<u>\$ 2,001,795.97</u>

(3)

FINANCIAL STATEMENTS FOR OCTOBER 2015

ACTION REQUESTED:

Approve the Financial Statements for October 2015



North Little Rock Waste Water
Balance Sheet
Saturday, October 31, 2015

ASSETS

CURRENT ASSETS

PETTY CASH	\$700.00
CASH IN BANK	\$1,843,490.38
CERTIFICATES OF DEPOSIT	\$4,644,390.22
ADFA HOLDING ACCOUNTS	\$28.39
ACCOUNTS RECEIVABLE	\$1,788,971.78
ACCRUED INTEREST RECEIVABLE	\$7,957.25
ON-SITE INVENTORY	\$45,557.82
PREPAID LIABILITY INSURANCE	\$17,165.80
PREPAID WORKERS COMPENSATION INSURANCE	\$9,556.70
OTHER PREPAID EXPENSES	\$23,010.95
PENSION FUND EXCESS	\$331,881.00
TOTAL CURRENT ASSETS	\$8,712,710.29

PROPERTY, PLANT & EQUIPMENT

LAND	\$3,139,810.46
PUMPING STATION STRUCTURES	\$11,615,705.91
SEWER SYSTEM LINES	\$51,572,608.68
TREATMENT PLANT STRUCTURES	\$52,910,352.88
ADMINISTRATION & MAINT. & ENG. BUILDINGS	\$898,017.66
LABORATORY BUILDING	\$1,241,501.95
SEWER SYSTEM EQUIPMENT	\$8,402,673.00
EST. VALUE OF OLD SEWER LINES	\$5,081,361.47
CONSTRUCTION IN PROGRESS	\$3,231,119.11
ACCUMULATED DEPRECIATION	(\$54,464,719.73)
TOTAL PROPERTY, PLANT & EQUIPMENT	\$83,628,431.39

OTHER ASSETS

NOTES RECEIVABLE	\$2,863.56
RIE OM&R RECEIVABLE	\$176,055.20
TOTAL OTHER ASSETS	\$178,918.76

TOTAL ASSETS	\$92,520,060.44
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North Little Rock Waste Water
Balance Sheet
Saturday, October 31, 2015

LIABILITIES

CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$37,082.19
OWED TO OTHER DISTRICTS	\$95,071.40
FRANCHISE FEE PAYABLE	\$110,489.32
PAYABLE TO RIXIE	\$2,518.00
PAYABLE TO EUREKA GARDENS	\$3,844.80
ACCRUED SICK LEAVE	\$378,695.02
ACCRUED VACATION LEAVE	\$198,735.52
ACCRUED EMPLOYEE BENEFITS	(\$2,476.25)
ACCRUED INTEREST PAYABLE	\$226,423.46
ACCRUED PENSION PLAN CONTRIBUTION	(\$100,000.00)
TOTAL CURRENT LIABILITIES	\$950,383.46

OTHER LIABILITIES

BONDS PAYABLE-SERIES "A"	\$1,162,279.46
BONDS PAYABLE-SERIES "B"	\$664,188.46
BONDS PAYABLE-SERIES 2001	\$5,043,786.95
BONDS PAYABLE-SERIES 2008	\$11,776,213.44
BONDS PAYABLE-SERIES 2012	\$14,053,500.00
RESERVE FOR BIO-SOLID DISPOSAL	\$1,021,300.00
OPB OBLIGATION-GASB 45	\$107,614.00
TOTAL OTHER LIABILITIES	\$33,828,882.31

EQUITY

CONTRIBUTED CAPITAL	\$13,192,510.83
DONATED CAPITAL	\$17,727,878.80
RETAINED EARNINGS	\$25,111,170.71
CURRENT YEAR NET INCOME / (LOSS)	\$1,709,234.33
TOTAL EQUITY	\$57,740,794.67

TOTAL LIABILITIES & EQUITY	\$92,520,060.44
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North Little Rock Waste Water
Income Statement
For the Ten Months Ending Saturday, October 31, 2015
YEAR TO DATE YEAR TO DATE
BUDGET 2015

			AMOUNT DIFFERENCE
REVENUE			
OPERATING REVENUE			
INSIDE NLR SERVICE CHARGES	\$8,811,800.00	\$8,885,388.66	(\$73,588.66)
OUTSIDE NLR SERVICE CHARGES	\$1,875,400.00	\$1,923,921.15	(\$48,521.15)
SHERWOOD TREATMENT CHARGES	\$335,200.00	\$332,330.00	\$2,870.00
CUSTOMER SERVICE CHARGES	\$41,400.00	\$41,637.83	(\$237.83)
SERVICE CHARGE REFUND	\$0.00	(\$5,466.90)	\$5,466.90
INDUSTRY REGULAR CHARGES	\$822,100.00	\$786,054.36	\$36,045.64
INDUSTRY SURCHARGE/PENALTY CHARGES	\$85,000.00	\$57,962.78	\$27,037.22
INDUSTRY LATE FEE CHARGES	\$10,000.00	\$13,842.96	(\$3,842.96)
LATE FEE CHARGES-RES. & COM.	\$210,000.00	\$231,599.69	(\$21,599.69)
TIE-ON FEE CHARGES	\$0.00	\$4,415.71	(\$4,415.71)
CONNECTION INSPECTION PERMITS	\$26,200.00	\$23,295.00	\$2,905.00
PARTIAL INSPECTION PERMITS	\$0.00	\$900.00	(\$900.00)
TAP & STREET CUTTING PERMITS	\$7,100.00	\$5,600.00	\$1,500.00
REVIEW PLANS & SPECIFICATIONS	\$2,700.00	\$3,123.16	(\$423.16)
TOTAL OPERATING REVENUE	<u>\$12,226,900.00</u>	<u>\$12,304,604.40</u>	<u>(\$77,704.40)</u>
NON OPERATING REVENUE			
INTEREST EARNED INCOME-SECURITIES	\$11,800.00	\$12,017.61	(\$217.61)
INTEREST EARNED INCOME-CHECKING	\$1,200.00	\$3,482.47	(\$2,282.47)
INTEREST EARNED INCOME-NOTES	\$4,300.00	\$4,735.94	(\$435.94)
DISCOUNTS EARNED	\$0.00	\$165.40	(\$165.40)
MISCELLANEOUS INCOME	\$0.00	\$8,748.20	(\$8,748.20)
TOTAL NON-OPERATING REVENUE	<u>\$17,300.00</u>	<u>\$29,149.62</u>	<u>(\$11,849.62)</u>
TOTAL REVENUE	<u>\$12,244,200.00</u>	<u>\$12,333,754.02</u>	<u>(\$89,554.02)</u>

North Little Rock Waste Water
Income Statement
For the Ten Months Ending Saturday, October 31, 2015
YEAR TO DATE YEAR TO DATE
BUDGET 2015

	BUDGET	2015	AMOUNT DIFFERENCE
OPERATING EXPENSES			
WALKING CREW	\$53,000.00	\$14,532.85	\$38,467.15
TROUBLE CREW	\$115,800.00	\$105,102.85	\$10,697.15
MANHOLE CREW	\$92,300.00	\$77,753.71	\$14,546.29
POWER DRIVE CREW	\$69,900.00	\$52,738.46	\$17,161.54
TELEVISION CREW #1	\$85,300.00	\$88,232.32	(\$2,932.32)
TELEVISION CREW #2	\$86,100.00	\$88,721.47	(\$2,621.47)
COLLECTION SYSTEMS-GENERAL	\$865,000.00	\$889,178.62	(\$24,178.62)
REPAIR CREW #1	\$177,000.00	\$149,304.67	\$27,695.33
REPAIR CREW #2	\$190,300.00	\$130,234.90	\$60,065.10
REPAIR CREW #3	\$184,000.00	\$178,241.18	\$5,758.82
POWER RODDING CREW #1	\$54,000.00	\$42,766.51	\$11,233.49
POWER RODDING CREW #2	\$24,300.00	\$12,818.48	\$11,481.52
VAC-CON CREW #1	\$141,200.00	\$140,729.39	\$470.61
VAC-CON CREW #2	\$124,400.00	\$128,103.39	(\$3,703.39)
VAC-CON CREW #3	\$121,000.00	\$113,734.15	\$7,265.85
VAC-CON CREW #4	\$0.00	\$18,086.16	(\$18,086.16)
VAC-CON CREW #5	\$29,500.00	\$66,123.04	(\$36,623.04)
SURVEY CREW	\$69,100.00	\$50,041.90	\$19,058.10
LOCATION WORK	\$33,000.00	\$33,029.12	(\$29.12)
ENGINEERING OFFICE	\$216,000.00	\$161,438.47	\$54,561.53
ENGINEERING-SSES	\$5,800.00	\$13,170.83	(\$7,370.83)
GENERAL ENGINEERING DEPT.	\$177,800.00	\$157,324.76	\$20,475.24
PRETREATMENT DEPARTMENT	\$192,900.00	\$189,451.75	\$3,448.25
TREATMENT DEPARTMENT	\$2,936,000.00	\$2,611,303.04	\$324,696.96
PUMP STATION DEPARTMENT	\$300,200.00	\$302,037.90	(\$1,837.90)
BILLING DEPARTMENT	\$553,000.00	\$498,082.60	\$54,917.40
ADMINISTRATIVE	\$782,300.00	\$743,363.10	\$38,936.90
DEPRECIATION EXPENSE-NON VEHICLE	\$2,376,000.00	\$2,255,893.05	\$120,106.95
PENSION EXPENSE	\$510,400.00	\$509,487.50	\$912.50
EMERGENCY REPAIRS	\$185,000.00	\$184,551.12	\$448.88
TOTAL OPERATING EXPENSES	\$10,750,600.00	\$10,005,577.29	\$745,022.71
NON-OPERATING EXPENSES			
INTEREST ON DEBT-ALL BONDS	\$705,200.00	\$680,698.95	\$24,501.05
TOTAL NON-OPERATING EXPENSES	\$705,200.00	\$680,698.95	\$24,501.05
TOTAL EXPENSES	\$11,455,800.00	\$10,686,276.24	\$769,523.76

North Little Rock Waste Water
Income Statement

For the Ten Months Ending Saturday, October 31, 2015

NET INCOME (LOSS) BEFORE
UNUSUAL ITEMS
DONATED PROPERTY VALUE
NET INCOME (LOSS)

YEAR TO DATE BUDGET	2015	AMOUNT DIFFERENCE
\$788,400.00	\$1,647,477.78	(\$859,077.78)
\$0.00	\$81,756.55	(\$81,756.55)
788,400.00	1,709,234.33	(920,834.33)

North Little Rock Waste Water
Income Statement
For the Ten Months Ending Saturday, October 31, 2015

	OCTOBER 2015	YEAR TO DATE 2015	OCTOBER 2014	YEAR TO DATE 2014
REVENUE				
OPERATING REVENUE				
INSIDE NLR SERVICE CHARGES	\$883,246.04	\$8,885,388.66	\$883,041.58	\$8,739,874.79
OUTSIDE NLR SERVICE CHARGES	\$196,447.68	\$1,923,921.15	\$189,289.88	\$1,865,255.16
SHERWOOD TREATMENT CHARGES	\$33,233.00	\$332,330.00	\$28,111.00	\$281,110.00
CUSTOMER SERVICE CHARGES	\$4,193.43	\$41,637.83	\$4,066.10	\$40,457.69
SERVICE CHARGE REFUND	\$0.00	(\$5,466.90)	\$0.00	\$0.00
INDUSTRY REGULAR CHARGES	\$79,952.60	\$786,054.36	\$76,734.84	\$815,629.20
INDUSTRY SURCHARGE/PENALTY CHARGES	\$2,903.66	\$57,962.78	\$11,534.45	\$99,262.80
INDUSTRY LATE FEE CHARGES	\$0.00	\$13,842.96	\$291.58	\$6,474.93
LATE FEE CHARGES-RES. & COM.	\$27,811.59	\$231,599.69	\$28,011.55	\$242,564.45
TIE-ON FEE CHARGES	\$255.00	\$4,415.71	\$838.68	\$44,196.47
CONNECTION INSPECTION PERMITS	\$3,485.00	\$23,295.00	\$1,775.00	\$25,505.00
PARTIAL INSPECTION PERMITS	\$90.00	\$900.00	\$45.00	\$135.00
TAP & STREET CUTTING PERMITS	\$1,400.00	\$5,600.00	\$700.00	\$5,950.00
REVIEW PLANS & SPECIFICATIONS	\$1,140.00	\$3,123.16	\$0.00	\$2,987.65
TOTAL OPERATING REVENUE	\$1,234,158.00	\$12,304,604.40	\$1,224,439.66	\$12,169,403.14
NON OPERATING REVENUE				
INTEREST EARNED INCOME-SECURITIES	\$1,279.11	\$12,017.61	\$1,199.61	\$10,028.71
INTEREST EARNED INCOME-CHECKING	\$527.66	\$3,482.47	\$325.29	\$2,737.79
INTEREST EARNED INCOME-NOTES	\$465.39	\$4,735.94	\$506.80	\$5,152.99
DISCOUNTS EARNED	\$0.89	\$165.40	\$24.67	\$226.65
MISCELLANEOUS INCOME	\$0.00	\$8,748.20	\$0.00	\$17,292.09
TOTAL NON-OPERATING REVENUE	\$2,273.05	\$29,149.62	\$2,056.37	\$35,438.23
TOTAL REVENUE	\$1,236,431.05	\$12,333,754.02	\$1,226,496.03	\$12,204,841.37

North Little Rock Waste Water
Income Statement
For the Ten Months Ending Saturday, October 31, 2015

	OCTOBER 2015	YEAR TO DATE 2015	OCTOBER 2014	YEAR TO DATE 2014
OPERATING EXPENSES				
WALKING CREW	\$676.52	\$14,532.85	\$0.00	\$0.00
TROUBLE CREW	\$8,178.26	\$105,102.85	\$9,306.52	\$104,857.91
MANHOLE CREW	\$9,052.82	\$77,753.71	\$10,026.81	\$88,317.34
POWER DRIVE CREW	\$5,208.49	\$52,738.46	\$6,545.43	\$69,539.60
TELEVISION CREW #1	\$8,672.99	\$88,232.32	\$8,972.07	\$91,783.21
TELEVISION CREW #2	\$8,397.53	\$88,721.47	\$9,598.65	\$87,288.26
COLLECTION SYSTEMS-GENERAL	\$82,559.01	\$889,178.62	\$159,899.22	\$858,700.33
REPAIR CREW #1	\$15,128.73	\$149,304.67	\$20,972.42	\$197,155.94
REPAIR CREW #2	\$15,216.32	\$130,234.90	\$17,878.15	\$146,449.28
REPAIR CREW #3	\$13,741.32	\$178,241.18	\$18,648.36	\$215,503.60
POWER RODDING CREW #1	\$2,621.87	\$42,766.51	\$5,361.90	\$54,027.83
POWER RODDING CREW #2	\$0.00	\$12,818.48	\$1,862.60	\$26,728.77
VAC-CON CREW #1	\$13,987.01	\$140,729.39	\$13,248.66	\$136,648.29
VAC-CON CREW #2	\$11,520.27	\$128,103.39	\$12,795.05	\$126,860.57
VAC-CON CREW #3	\$12,082.28	\$113,734.15	\$14,940.01	\$119,175.04
VAC-CON CREW #4	\$2,514.80	\$18,086.16	\$519.31	\$1,727.07
VAC-CON CREW #5	\$11,143.80	\$66,123.04	\$0.00	\$0.00
SURVEY CREW	\$4,871.98	\$50,041.90	\$5,459.92	\$63,718.77
LOCATION WORK	\$3,388.73	\$33,029.12	\$3,339.19	\$38,758.37
ENGINEERING OFFICE	\$15,974.17	\$161,438.47	\$16,706.43	\$164,383.29
ENGINEERING-SSES	\$1,423.40	\$13,170.83	\$258.53	\$10,860.60
GENERAL ENGINEERING DEPT.	\$13,704.98	\$157,324.76	\$15,022.33	\$238,517.91
PRETREATMENT DEPARTMENT	\$17,325.43	\$189,451.75	\$21,366.03	\$189,767.77
TREATMENT DEPARTMENT	\$239,232.05	\$2,611,303.04	\$285,803.90	\$2,756,669.34
PUMP STATION DEPARTMENT	\$24,767.85	\$302,037.90	\$28,756.42	\$290,863.60
BILLING DEPARTMENT	\$58,206.95	\$498,082.60	\$63,777.54	\$509,345.58
ADMINISTRATIVE	\$71,034.06	\$743,363.10	\$61,415.40	\$702,865.77
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	\$0.00	\$0.00	(\$11,320.51)
DEPRECIATION EXPENSE-NON VEHICLE	\$234,994.33	\$2,255,893.05	\$201,049.90	\$1,904,494.69
PENSION EXPENSE	\$56,000.00	\$509,487.50	\$41,666.67	\$420,934.20
EMERGENCY REPAIRS	\$164,771.12	\$184,551.12	\$0.00	\$0.00
TOTAL OPERATING EXPENSES	<u>\$1,126,397.07</u>	<u>\$10,005,577.29</u>	<u>\$1,055,197.42</u>	<u>\$9,604,633.42</u>
NON-OPERATING EXPENSES				
INTEREST ON DEBT-ALL BONDS	\$74,226.36	\$680,698.95	\$54,159.67	\$479,631.99
TOTAL NON-OPERATING EXPENSES	<u>\$74,226.36</u>	<u>\$680,698.95</u>	<u>\$54,159.67</u>	<u>\$479,631.99</u>
TOTAL EXPENSES	<u>\$1,200,623.43</u>	<u>\$10,686,276.24</u>	<u>\$1,109,357.09</u>	<u>\$10,084,265.41</u>

North Little Rock Waste Water
Income Statement
For the Ten Months Ending Saturday, October 31, 2015

	OCTOBER 2015	YEAR TO DATE 2015	OCTOBER 2014	YEAR TO DATE 2014
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$35,807.62	\$1,647,477.78	\$117,138.94	\$2,120,575.96
DONATED PROPERTY VALUE	\$0.00	\$61,756.55	\$0.00	\$201,092.50
NET INCOME (LOSS)	<u>35,807.62</u>	<u>1,709,234.33</u>	<u>117,138.94</u>	<u>2,321,668.46</u>

North Little Rock Waste Water
Income Statement
For the Ten Months Ending

	OCTOBER 2015	OCTOBER 2014	OCTOBER 2013	OCTOBER 2012	OCTOBER 2011	OCTOBER 2010
REVENUE						
OPERATING REVENUE						
INSIDE NLR SERVICE CHARGES	\$8,885,388.66	\$8,739,874.79	\$7,941,235.13	\$7,009,796.16	\$6,401,804.55	\$6,303,003.81
OUTSIDE NLR SERVICE CHARGES	\$1,923,921.15	\$1,865,255.16	\$1,687,586.31	\$1,457,454.21	\$1,329,267.41	\$1,306,879.19
SHERWOOD TREATMENT CHARGES	\$332,330.00	\$281,110.00	\$275,684.80	\$277,880.00	\$268,400.00	\$312,600.00
CUSTOMER SERVICE CHARGES	\$41,637.83	\$40,457.69	\$39,930.71	\$39,316.04	\$38,837.95	\$38,495.90
SERVICE CHARGE REFUND	(\$5,466.90)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INDUSTRY REGULAR CHARGES	\$786,054.36	\$815,629.20	\$770,803.01	\$696,635.95	\$608,380.56	\$619,749.45
INDUSTRY SURCHARGE/PENALTY CHARGES	\$57,962.78	\$99,262.80	\$79,249.30	\$115,255.47	\$69,690.39	\$84,090.60
INDUSTRY LATE FEE CHARGES	\$13,842.96	\$6,474.93	\$11,702.31	\$7,520.81	\$12,274.07	\$2,438.01
LATE FEE CHARGES-RES. & COM.	\$231,599.69	\$44,564.45	\$221,222.60	\$200,228.50	\$181,486.91	\$167,223.16
TIE-ON FEE CHARGES	\$4,415.71	\$44,196.47	\$2,755.57	\$15,651.43	\$25,764.58	\$11,344.88
CONNECTION INSPECTION PERMITS	\$23,295.00	\$25,505.00	\$24,195.00	\$28,250.00	\$20,820.00	\$23,315.00
PARTIAL INSPECTION PERMITS	\$900.00	\$135.00	\$180.00	\$180.00	\$0.00	\$0.00
TAP & STREET CUTTING PERMITS	\$5,600.00	\$5,950.00	\$8,750.00	\$8,400.00	\$8,400.00	\$8,050.00
REVIEW PLANS & SPECIFICATIONS	\$3,123.16	\$2,987.65	\$2,847.01	\$444.00	\$4,956.28	\$470.28
TOTAL OPERATING REVENUE	\$12,304,604.40	\$12,169,403.14	\$11,066,141.75	\$9,857,012.57	\$8,970,082.60	\$8,877,660.28
NON OPERATING REVENUE						
INTEREST EARNED INCOME-SECURITIES	\$12,017.61	\$10,028.71	\$9,813.72	\$14,897.61	\$20,413.54	\$48,869.31
INTEREST EARNED INCOME-CHECKING	\$3,482.47	\$2,737.79	\$2,574.76	\$2,615.57	\$3,572.00	\$2,914.87
INTEREST EARNED INCOME-NOTES	\$4,735.94	\$5,152.99	\$6,109.63	\$7,400.29	\$7,837.39	\$7,210.62
DISCOUNTS EARNED	\$165.40	\$226.65	\$133.73	\$203.62	\$175.96	\$199.00
MISCELLANEOUS INCOME	\$8,748.20	\$17,292.09	\$5,148.30	\$5,700.00	\$8,796.73	\$5,417.55
PUMP STATION MAINTENANCE FEE	\$0.00	\$0.00	\$69,700.00	\$55,000.00	\$97,200.00	\$0.00
FEMA REIMBURSEMENTS	\$0.00	\$0.00	\$6,491.51	(\$9,209.39)	\$181,939.18	\$178,725.30
TOTAL NON-OPERATING REVENUE	\$29,149.62	\$35,438.23	\$99,971.65	\$76,607.70	\$319,934.80	\$243,336.65
TOTAL REVENUE	\$12,333,754.02	\$12,204,841.37	\$11,166,113.40	\$9,933,620.27	\$9,290,017.40	\$9,120,996.93

North Little Rock Waste Water
Income Statement
For the Ten Months Ending

	OCTOBER 2015	OCTOBER 2014	OCTOBER 2013	OCTOBER 2012	OCTOBER 2011	OCTOBER 2010
OPERATING EXPENSES						
WALKING CREW	\$14,532.85	\$0.00	\$2,481.46	\$0.00	\$0.00	\$0.00
TROUBLE CREW	\$105,102.85	\$104,857.34	\$115,794.54	\$110,728.45	\$118,522.17	\$108,573.73
MANHOLE CREW	\$77,753.71	\$88,317.34	\$36,646.05	\$3,619.85	\$9,072.22	\$3,658.07
POWER DRIVE CREW	\$52,738.46	\$69,539.60	\$98,834.89	\$81,211.24	\$47,963.06	\$43,234.34
TELEVISION CREW #1	\$88,232.32	\$91,793.21	\$58,219.43	\$69,405.25	\$14,575.96	\$43,378.01
TELEVISION CREW #2	\$88,721.47	\$87,288.26	\$86,498.79	\$67,853.33	\$61,614.45	\$52,440.25
COLLECTION SYSTEMS-GENERAL	\$889,178.62	\$858,700.33	\$679,904.24	\$667,680.59	\$599,351.63	\$562,926.74
REPAIR CREW #1	\$149,304.67	\$197,155.94	\$177,462.89	\$148,994.10	\$214,541.88	\$15,043.06
REPAIR CREW #2	\$130,234.90	\$146,449.28	\$122,146.23	\$129,190.38	\$133,896.88	\$16,723.43
REPAIR CREW #3	\$178,241.18	\$215,503.60	\$914,357.22	\$321,417.69	\$227,646.81	\$16,861.19
REHABILITATION WORK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$830,801.03
LESS CAPITALIZED WORK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$275,586.47)
POWER RODDING CREW #1	\$42,786.51	\$54,027.83	\$24,490.10	\$32,047.85	\$34,829.41	\$6,669.59
POWER RODDING CREW #2	\$12,818.48	\$26,728.77	\$24,013.71	\$30,732.72	\$0.00	\$0.00
VAC-CON CREW #1	\$140,729.39	\$136,649.29	\$138,989.20	\$134,779.93	\$101,646.16	\$72,178.39
VAC-CON CREW #2	\$128,103.39	\$126,860.57	\$119,394.55	\$122,312.49	\$8,269.56	\$0.00
VAC-CON CREW #3	\$113,734.15	\$119,175.04	\$113,996.45	\$39,906.38	\$4,890.19	\$0.00
VAC-CON CREW #4	\$18,086.16	\$1,727.07	\$0.00	\$0.00	\$0.00	\$0.00
VAC-CON CREW #5	\$66,123.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SURVEY CREW	\$50,041.90	\$63,718.77	\$62,321.46	\$61,359.73	\$54,465.05	\$76,417.98
LOCATION WORK	\$33,029.12	\$38,758.37	\$46,765.51	\$39,483.55	\$49,645.33	\$39,671.98
ENGINEERING OFFICE	\$161,438.47	\$164,383.29	\$154,554.13	\$160,878.18	\$182,766.56	\$183,141.40
ENGINEERING-SSES	\$13,170.83	\$10,860.60	\$18,895.07	\$17,653.71	\$13,551.32	\$0.00
GENERAL ENGINEERING DEPT.	\$157,324.76	\$238,517.91	\$219,545.07	\$235,021.11	\$292,347.45	\$299,421.87
VAC-CON CREW #2	\$0.00	\$0.00	\$0.00	\$0.00	\$51,325.78	\$65,660.81
VAC-CON CREW #3	\$0.00	\$0.00	\$0.00	\$0.00	\$25,748.81	\$30,532.49
PRETREATMENT DEPARTMENT	\$189,451.75	\$189,767.77	\$195,677.70	\$194,169.66	\$180,940.93	\$159,971.52
TREATMENT DEPARTMENT	\$2,611,303.04	\$2,756,669.34	\$2,627,570.84	\$2,584,648.41	\$2,481,951.93	\$2,412,282.67
PUMP STATION DEPARTMENT	\$302,037.90	\$290,863.60	\$240,080.56	\$232,725.89	\$235,699.34	\$254,372.32
BILLING DEPARTMENT	\$498,082.60	\$509,345.58	\$472,194.67	\$438,843.28	\$438,843.51	\$443,688.91
ADMINISTRATIVE	\$743,363.10	\$702,865.77	\$675,230.98	\$655,678.71	\$808,943.32	\$719,291.41
LOSS (GAIN) ON PROPERTY DISPOSALS	\$0.00	(\$11,320.51)	(\$24,254.30)	\$4,773.58	(\$866.71)	\$1,872.32
DEPRECIATION EXPENSE-NON VEHICLE	\$2,255,893.05	\$1,904,494.69	\$1,879,101.59	\$1,850,007.66	\$1,698,318.53	\$1,640,750.85
PENSION EXPENSE	\$509,487.50	\$420,934.20	\$421,206.70	\$375,431.70	\$411,119.20	\$399,317.17
EMERGENCY REPAIRS	\$184,551.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATING EXPENSES	\$10,005,577.29	\$9,604,633.42	\$9,702,119.73	\$8,810,275.42	\$8,501,620.73	\$8,223,295.06
NON-OPERATING EXPENSES						
INTEREST ON DEBT-ALL BONDS	\$680,698.95	\$479,631.99	\$507,672.08	\$515,092.50	\$409,702.96	\$425,099.70
BOND ISSUANCE COSTS-ALL	\$0.00	\$0.00	\$0.00	\$16,112.60	\$16,139.40	\$16,165.40
TOTAL NON-OPERATING EXPENSES	\$680,698.95	\$479,631.99	\$507,672.08	\$531,205.10	\$425,842.36	\$441,265.10
TOTAL EXPENSES	\$10,686,276.24	\$10,084,265.41	\$10,209,791.81	\$9,341,480.52	\$8,927,463.09	\$8,664,560.16

North Little Rock Waste Water
Income Statement
For the Ten Months Ending

	OCTOBER 2015	OCTOBER 2014	OCTOBER 2013	OCTOBER 2012	OCTOBER 2011	OCTOBER 2010
NET INCOME (LOSS) BEFORE UNUSUAL ITEMS	\$1,647,477.78	\$2,120,575.96	\$956,321.59	\$592,139.75	\$362,554.31	\$456,436.77
DONATED PROPERTY VALUE	\$61,756.55	\$201,092.50	\$219,307.50	\$0.00	\$0.00	\$0.00
MASTER PLAN STUDY	\$0.00	\$0.00	\$0.00	\$0.00	(\$114,694.08)	(\$57,184.81)
WHITE OAK SLOPE EROSION CONTRIBUTION TO CITY-CATERPILLAR & GREENLEA	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,932.50)	\$0.00
NET INCOME (LOSS)	1,709,234.33	2,321,668.46	1,175,629.09	592,139.75	(663,062.27)	399,251.96

**NORTH LITTLE ROCK WASTE WATER UTILITY
NET INCOME DIFFERENCE
AS OF OCTOBER 31**

NET INCOME AS OF 10/31/15	\$ 1,709,200
NET INCOME AS OF 10/31/14	<u>\$ 2,321,600</u>
DIFFERENCE BETWEEN 2015 AND 2014	<u>\$ (612,400)</u>
INCREASE IN DEPRECIATION EXPENSE	\$ (421,500) (1)
INCREASE IN INTEREST EXPENSE	\$ (201,100) (2)
INCREASE IN SERVICE CHARGE INCOME	\$ 174,600 (3)
DECREASE IN DONATED PROPERTY	\$ (139,300) (4)
INCREASE IN UTILITIES EXPENSE	\$ (121,500) (5)
DECREASE IN MAINTENANCE & REPAIRS EXPENSE	\$ 98,800 (6)
DECREASE IN SICK AND VACATION EXPENSE	\$ 93,200 (7)
INCREASE IN PENSION EXPENSE	\$ (88,600) (8)
DECREASE IN GASOLINE EXPENSE	\$ 48,700 (9)
DECREASE IN INDUSTRY SURCHARGE/PENALTY INCOME	\$ (41,300) (10)
INCREASE IN OUTSIDE SERVICES	\$ (34,000) (11)
DECREASE IN SLUDGE DISPOSAL EXPENSE	\$ 27,800 (12)
MISCELLANEOUS	<u>\$ (8,200)</u>
	<u>\$ (612,400)</u>

- (1) INCREASE DUE TO CLOSED PROJECTS OR ADDITIONS TO PROPERTY.
- (2) INCREASE DUE TO MORE PROJECTS BEING COMPLETED WHICH WERE FUNDED BY THE SERIES 2012 LOAN. WHEN PROJECTS ARE COMPLETED, THE INTEREST IS EXPENSED.
- (3) REPRESENTS DIFFERENCE IN RATES IN PLACE AND A SLIGHT INCREASE IN BILLED USAGE. FOR 2015, THE JANUARY RATE WAS \$3.64 PER 100 CUBIC FEET. FOR 2014, THE JANUARY RATE WAS \$3.32.
- (4) THE VALUE OF DONATED PROPERTY IS LOWER THIS YEAR.
- (5) INCREASE IN USAGE AT ALL TREATMENT PLANTS AND THE SHILLCUTT PUMP STATION.
- (6) DECREASE DUE TO REPAIRS TO LEAKS AND CRACKS IN VARIOUS STRUCTURES AT FAULKNER LAKE WHICH WERE MADE IN 2014.
- (7) THREE EMPLOYEES RETIRED AND ONE WAS DISMISSED IN 2014. THEY WERE ALL PAID THEIR ACCRUED SICK AND VACATION TIME UP TO 240 VACATION AND 480 SICK HOURS.
- (8) INCREASE IN THE ACCRUAL FOR THE PENSION PLAN CONTRIBUTION.
- (9) THERE HAS BEEN A DECREASE IN THE PRICE PER GALLON OF FUEL THIS YEAR.
- (10) TYSON FOODS AND BAPTIST HAD HIGHER BOD SURCHARGES IN 2014.
- (11) INCREASE REPRESENTS WHAT HAS BEEN PAID FOR THE RATE STUDY AND THE MAUMELLE STUDY IN 2015.
- (12) THE BELT PRESS WAS NOT WORKING FOR SOME OF THE TIME IN 2015, SO NOT AS MANY LOADS HAVE BEEN PICKED UP BY WASTE MANAGEMENT

(4)

WASTEWATER CONSOLIDATION AGREEMENT

A copy of the Wastewater Consolidation Agreement By and Between Central Arkansas Water, North Little Rock Wastewater Treatment Committee and Maumelle Water Management is attached for your review.

The following schedule outlines milestones of the agreement:

11/10/2015	NLRW approves Wastewater Consolidation Agreement
11/10/2015	MWM approves Wastewater Consolidation Agreement
11/12/2015	CAW approves Wastewater Consolidation Agreement
12/08/2015	NLRW confirms that all contingencies have been addressed, and that it is ready to proceed with wastewater consolidation.
12/14/2015	NLR City Council approves Wastewater Consolidation Agreement
03/01/2016	Closing and Effective Date

ACTION:

Enter into a Wastewater Consolidation Agreement By and Between Central Arkansas Water, North Little Rock Wastewater Treatment Committee and Maumelle Water Management.



Wastewater Consolidation Agreement

By and Between

Central Arkansas Water, North Little Rock Wastewater Treatment Committee
and Maumelle Water Management

This Wastewater Consolidation Agreement is made as of the 12th day of November, 2015, by and among Central Arkansas Water (“CAW”), the North Little Rock Wastewater Treatment Committee (“NLRWW”), and Maumelle Suburban Improvement District No. 500 of Pulaski County, Arkansas, d/b/a Maumelle Water Management (“MWM”, which collectively with CAW and NLRWW may be referred to as “the Parties”).

WHEREAS, CAW is a consolidated municipal water system created and existing under the Consolidated Waterworks Authorization Act, Act 982 of the 83rd General Assembly of the State of Arkansas; and

WHEREAS, CAW’s water system currently has over 125,000 metered service connections, nearly 12,144,000 linear feet of water mains, 27 water storage tanks, 14,870 fire hydrants, 2 water supply lakes, two water treatment plants and 26 pump stations which supply potable water on a retail or wholesale basis to over 400,000 citizens of central Arkansas (“CAW’s System”) with the capacity to provide a maximum of approximately 157 million gallons of potable water per day and an average daily demand of 62 million gallons; and

WHEREAS, NLRWW is municipal wastewater commission, organized pursuant to and in accordance with Ark. Code Ann. § 14-235-201 et seq., providing wastewater services to residents and businesses located in and around the cities of North Little Rock and Sherwood, Arkansas;

WHEREAS, NLRWW’s wastewater system currently has approximately 33,900 customers, 48 sewage pump stations, approximately 550 linear miles of gravity and force collection mains, and three wastewater treatment plants (“NLRWW’s Wastewater System”); and

WHEREAS, MWM is a suburban improvement district providing both water and wastewater services to residents and businesses located in and around the city of Maumelle, Arkansas; and

WHEREAS, MWM’s water system currently has approximately 10,500 metered service connections, nearly 600,000 linear feet of water mains, two water storage tanks, 675 fire hydrants, 13 supply wells, a water treatment plant, and two booster pump stations (“MWM’s Water System”) and it serves or may serve the water service territory identified in Exhibit 1 attached hereto; and

WHEREAS, MWM’s wastewater system currently has approximately 2,100 manholes, 30 sewer pumping stations, almost 500,000 linear feet of gravity and force collection mains, and a wastewater treatment plant (“MWM’s Wastewater System,” which collectively with MWM’s Water System may be referred to herein as “MWM’s Systems”); and

WHEREAS, CAW is authorized by law to provide water to consumers outside the cities of Little Rock and North Little Rock (Ark. Code Ann. § 25-20-308(a)); to “receive, own, hold, . . . and otherwise acquire, dispose of, and deal with real and personal property and any legal or equitable interest therein in its own name (Ark. Code Ann. § 25-20-306(9)); and to “do any and all other acts and things necessary, convenient, or desirable to carry out the purposes of, and to exercise the powers granted to the public body by” the Consolidated Waterworks Authorization Act (Ark. Code Ann. § 25-20-306(14)); and

WHEREAS, NLRWW is authorized by law, with the consent of the city council of the city of North Little Rock, to provide wastewater collection and treatment services to consumers outside the city of North Little Rock (Ark. Code Ann. § 14-235-203(c)(1)); to “acquire, . . . operate, and maintain, within or without the corporate limits of the city or town,” a sewage collection and treatment system (Ark. Code Ann. §§ 14-235-203(c)(1) and 14-235-205(a)(1)); and to “do all things necessary or expedient for the successful operation of the works” (Ark. Code Ann. § 14-235-307(b)(3)); and

WHEREAS, MWM is authorized by law to dispose of property, join with other organizations to provide water or wastewater services, and “transfer title and control of the facilities constructed by the district” to political subdivisions such as CAW and NLRWW (Ark. Code Ann. §§ 14-92-210, 220, 223, and 237); and

WHEREAS, after completion of a feasibility study, CAW and MWM determined that consolidation of MWM’s Water System into CAW’s System in accordance with the terms and conditions of a Water Consolidation Agreement dated October

13, 2015, by and between CAW and MWM (the “Water Consolidation”), is beneficial to the ratepayers of both Parties; and

WHEREAS, the Water Consolidation Agreement and Resolution ____ of the MWM Board of Commissioners directs CAW to enter into negotiations with NLRWW to provide wastewater services if the city of Maumelle, Arkansas chose not to provide wastewater services; and

WHEREAS, on October 19, 2015, the City Council of the city of Maumelle, Arkansas, by unanimous vote, chose not to enter into the business of providing wastewater services; and

WHEREAS, NLRWW and MWM determined that consolidation of MWM’s Wastewater System into NLRWW’s Wastewater System in accordance with the terms and conditions of a Wastewater Consolidation Agreement dated November 12, 2015, by and between CAW, NLRWW, and MWM (the “Wastewater Consolidation”), is beneficial to the ratepayers of both NLRWW and MWM; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and conditions contained herein, CAW, NLRWW, and MWM agree as follows:

Section 1. Definitions. The following terms will be defined as follows:

“Assigned Rights” means all rights of MWM under (i) any contracts assumed by NLRWW as part of the Assumed Liabilities and (ii) any warranties, performance and payment bonds, maintenance bonds, or similar rights relating to the MWM Wastewater System and the MWM Wastewater Assets including those set forth on Exhibit 3B-3.

“Assumed Liabilities” means all liabilities of MWM identified and set forth on Exhibit 3C-1. It is anticipated that the only Assumed Liabilities will be (i) contracts to which MWM is a party and which NLRWW decides to specifically assume and (ii) those liabilities related to accrued and transferred leave time of those MWM employees actually hired by NLRWW, if any, and not those leased by NLRWW from CAW.

“CAW” means Central Arkansas Water, a consolidated municipal water system created and existing under the Consolidated Waterworks Authorization Act, Act 982 of the 83rd General Assembly of the State of Arkansas.

“CAW’s System” means CAW’s water sources, treatment and distribution system more particularly described in the second WHEREAS clause above.

“City” means the City of Maumelle, Arkansas.

“Closing” means the signing of all documentation reasonably required by NLRWW to assume ownership, operation, management, and control of MWM’s Wastewater System and MWM’s Wastewater Assets which shall occur on the day before the Effective Date.

“Effective Date” is the day established by the Parties to transfer ownership and control of MWM’s Water System to CAW in accordance with the terms and conditions of this Agreement.

“MWM” means Maumelle Suburban Improvement District No. 500 of Pulaski County, Arkansas, d/b/a Maumelle Water Management, a suburban improvement district providing both water and wastewater services to residents and businesses located in and around the City of Maumelle.

“MWM’s Old Debt” means that debt identified on Exhibit 2A-1, together with any additional debt identified prior to the Closing, including debt associated with MWM’s Wastewater System.

“MWM’s Systems” means MWM’s Water System and MWM’s Wastewater System, collectively

“MWM’s Systems’ Assets” means MWM’s Water Assets and MWM’s Wastewater Assets, collectively.

“MWM’s Wastewater Customers” means the customers currently receiving wastewater service from MWM and those customers who would have received wastewater from MWM but for the Wastewater Consolidation.

“MWM’s Wastewater Assets” means that real and personal property owned or held by MWM related to the operation and maintenance of MWM’s Wastewater System, as more specifically described on Exhibits 3B-1 “Real Property”, 3B-2 “Personal Property”, and Exhibit 3B-3 “Contracts/Rights”, specifically excluding MWM’s accounts receivable and accounts payable associated with the operation of MWM’s Wastewater System, which, for purposes of this agreement and the Wastewater Consolidation are part of MWM’s Water Assets.

“MWM’s Wastewater System” means MWM’s wastewater collection and treatment system more particularly described in the seventh WHEREAS clause above.

“MWM’s Water Assets” means that real and personal property owned or held by MWM related to the operation and maintenance of MWM’s Water System, as more specifically described on Exhibits 3B-2 “Real Property”, 3B-3 “Personal Property”, and Exhibit 3B-4 “Contracts” to the Water Consolidation Agreement, and MWM’s accounts receivables and accounts payables associated with operation of MWM’s Systems prior to the Effective Date.

“MWM Water Customers” means the customers currently receiving water service from MWM and those customers who would have received water from MWM but for the Water Consolidation.

“MWM’s Water System” means MWM’s water collection, treatment and distribution system more particularly described in the sixth WHEREAS clause above.

“NLR” means the city of North Little Rock, Arkansas.

“NLRWW” means the North Little Rock Wastewater Treatment Committee, created and existing pursuant to and in accordance with Ark. Code Ann. § 14-234-201 et seq.

“NLRWW’s Wastewater System” means NLRWW’s wastewater treatment and collection system more particularly described in the fourth WHEREAS clause above.

“Parties” means CAW, NLRWW, and MWM, collectively.

“Wastewater Consolidation” means consolidation of MWM’s Wastewater System with NLRWW’s Wastewater System in accordance with the terms and conditions of this Wastewater Consolidation Agreement.

“Wastewater Provider” means the entity responsible for providing wastewater services as of the Effective Date as identified in accordance with the provisions of Section 2 of the Water Consolidation Agreement.

“Water Consolidation” means consolidation of MWM’s Water System with CAW’s System in accordance with the terms and conditions of the Water Consolidation Agreement.

“Water Consolidation Agreement” means that certain Water Consolidation Agreement dated October 13, 2015, by and between CAW and MWM.

Section 2. Wastewater Provider.

MWM acknowledges and accepts that consummation of the obligations of NLRWW set forth in this Wastewater Consolidation Agreement satisfies the obligations of CAW under Subsection A of Section 2 of the Water Consolidation Agreement and NLRWW is and shall be an acceptable Wastewater Provider. As contemplated herein and in the Water Consolidation Agreement, the closing of the transaction contemplated in this Wastewater Consolidation Agreement shall occur simultaneously with the closing under the Water Consolidation Agreement and the purchase price for MWM’s Wastewater System and MWM’s Wastewater Assets shall be equal to the outstanding principal and interest on MWM’s Old Debt allocated to MWM’s Wastewater System as shown on Exhibit 2A-1 to enable MWM’s Old Debt to be paid-in-full on or before the Effective Date. In the event the closing contemplated herein does not occur, MWM’s entry into this Wastewater Consolidation Agreement shall not relieve CAW of its rights or obligations under Subsection B of Section 2 of the Water Consolidation Agreement.

Section 3. Water System Purchase.

A. *Closing and Effective Date.* The Closing shall take place at the offices of CAW, 221 East Capital Avenue, Little Rock, Arkansas, on the day before the day established by the Parties to be the Effective Date. The Effective Date is anticipated to be no later than March 1, 2016.

B. *Purchase.* NLRWW shall purchase MWM’s Wastewater System and related assets for a purchase price equal to the outstanding principal and interest on MWM’s Old Debt allocated to MWM’s Wastewater System as shown on Exhibit 2A-1. The transfer of title to and control of MWM’s Wastewater System will occur as of the Effective Date. On the Effective Date:

- i. all of MWM’s Wastewater Assets shall become the assets of NLRWW, “as is – where is” with all faults;

- ii. NLRWW shall assume ownership, operation, management, and control of MWM's Wastewater System and MWM's Wastewater Assets; and
- iii. MWM shall convey all of its right, title and interest in the ownership, operation, management and control of MWM's Wastewater System and MWM's Wastewater Assets to NLRWW and cease to own, operate, manage or control MWM's Wastewater System and MWM's Wastewater Assets.

C. *Accounts Receivables and Accounts Payables.* At Closing, except for MWM's Old Debt which will be paid as the purchase price and the Assumed Liabilities, all cash, accounts receivables and accounts payables associated with MWM's operations prior to the Effective Date will flow to, be assigned to, and be assumed by CAW, including those associated with operations of MWM's Wastewater System prior to the Effective Date. Therefore, the parties agree that except for the Assumed Liabilities, CAW, not NLRWW, will be responsible for payment of all invoices and expenses of MWM, including those associated with MWM's Wastewater System, incurred prior the Effective Date. Nothing in this Section relieves or modifies CAW's obligations set forth on Section 5.K of the Water Consolidation Agreement with respect to the Reserve Cash Fund and payment of expenses related to MWM.

D. *Closing Requirements.* At Closing:

- i. NLRWW shall pay to MWM an amount sufficient to "pay-in-full" all of the outstanding principal and interest of MWM's Old Debt allocated to MWM's Wastewater System;
- ii. MWM shall grant, convey, assign, transfer and deliver to NLRWW free and clear of all liens, encumbrances or other security interests (excluding equipment leases) all of the assets related to MWM's Wastewater System, including but not limited to those assets specifically identified as MWM's Wastewater Assets, and the Assumed Liabilities, utilizing forms of the Quitclaim Deed and Bill of Sale and Assignment set forth as Exhibits 3C-2, 3C-3 and 3C-4, as applicable; and

- iii. NLRWW shall accept MWM's Wastewater System, including but not limited to those assets specifically identified as MWM's Wastewater Assets, and assume the Assumed Liabilities.

E. *Conditions to Closing.* NLRWW may withdraw from and terminate its obligations under this Wastewater Consolidation Agreement if:

- i. NLRWW notifies MWM and CAW, in writing, of its decision to terminate this Wastewater Consolidation Agreement no later than noon, central time, on December 11, 2015; or
- ii. The City Council of NLR fails to approve the terms and provisions of this Wastewater Consolidation Agreement and the extension of NLRWW service to MWM's Wastewater customers no later than its regularly scheduled meeting set for Monday, December 14, 2015.

F. *Obligations to Accomplish on or before Closing.* On or before the Closing Date:

- i. As contemplated in Section 5.A, NLRWW and CAW shall enter into an employee lease agreement for those MWM employees who decline the offer of employment from NLRWW and are hired by CAW to be utilized by NLRWW for an unspecified period of time pursuant to an employee lease or similar arrangement resulting in a zero net cost to CAW for so long as the employees are utilized by NLRWW, giving NLRWW an opportunity to hire its own employees, which may be some or all of the employees provided by CAW;
- ii. With the purchase money funds derived from NLRWW and CAW, MWM shall hold these funds in trust to pay and shall pay-in-full MWM's Old Debt and cause to be released any liens, encumbrances or security interests arising thereunder.

Section 4. Interim Covenants.

A. *Affirmative Covenants.* Except as otherwise specifically contemplated by and required herein, until the Effective Date, the Parties covenant and agree that:

- i. each will take every action reasonably required of it to ensure the consummation of the Wastewater Consolidation substantially as contemplated herein;
- ii. each shall conduct its business according to the ordinary and usual course of business, consistent with past practice; and
- iii. terminate the Acquisition Agreement with the Maumelle Public Water Authority.

B. *Negative Covenants.* Except as otherwise specifically contemplated by and required herein, until the Effective Date, MWM agrees that it will not, without the consent of CAW and NLRWW:

- i. issue any bonded indebtedness or otherwise create, incur, or assume any long-term or short-term indebtedness other than accounts payable incurred in the ordinary and customary operations of MWM's Systems;
- ii. sell, lease, mortgage, encumber, or otherwise dispose of or grant any interest in any of its assets or properties related to MWM's Systems;
- iii. enter into, amend, or terminate any material contract, agreement, commitment, or understanding related to MWM's Systems, other than this Wastewater Consolidation Agreement; or
- iv. Operate the MWM System other than in the ordinary and usual course of business, consistent with past practice

Section 5. Post Consolidation Operations.

A. *Employees.* NLRWW acknowledges that CAW is obligated by the terms and conditions of the Water Consolidation Agreement to make offers of employment to all current MWM employees. Nothing, however, shall prevent NLRWW from making offers of employment to any or all of the current MWM employees. Then, the MWM employees will have a choice of employers. CAW, however, commits to NLRWW that CAW will make any of the current MWM employees with wastewater responsibilities available to NLRWW as more specifically provided in Section 3.E.i.

B. *MWM Wastewater Customers.* As of the Effective Date, subject to the remaining provisions of Section 3, all MWM Wastewater Customers shall become retail customers of NLRWW.

C. *Rates.* At the Effective Date, NLRWW shall charge MWM Wastewater Customers the then current rates and surcharges for all other similarly situated customers of NLRWW and such other future rates and surcharges as may be established by NLR from time to time, MWM and CAW agreeing that NLR has authority to establish rates for all NLRWW's Wastewater System customers. The Parties acknowledge and agree that NLR's current rates apply to a winter month average whereas MWM's rates apply to actual usage. While CAW is currently working with MWM's billing software vendor to establish a winter month average for MWM Wastewater Customers, it may not be reasonably feasible to bill MWM Wastewater Customers utilizing a winter month average until such time as a complete winter month average can be established for MWM Wastewater Customers and therefore such customers may be billed NLR's rates utilizing actual usage until the establishment of a winter month average. In addition, NLRWW may collect a surcharge from MWM Wastewater Customers, in an amount not to exceed \$0.90 per month per account (the "Sludge Surcharge"), to reimburse NLRWW for the cost of removing the existing sludge from the two southern wastewater lagoons, plus simple interest at a rate of 3.5% per annum, it being acknowledged that a different Sludge Surcharge amount may be collected for different classes of MWM Wastewater Customers. NLRWW shall discontinue collection of the NLRWW surcharge as soon as it has been reimbursed in full as provided above.

D. *Quality of Operations.* NLRWW shall: (i) operate and maintain MWM's Wastewater System consistent with the manner in which NLRWW operates and maintains the other parts of NLRWW's Wastewater System, and (ii) permit the eventual build out of the City in an organized and efficient manner in accordance with NLRWW's policies and procedures which treat all similarly situated customers, whether within or without NLR, in similar fashion.

E. *Final Billing.* In March, CAW shall issue final MWM wastewater bills at MWM wastewater rates to MWM's Wastewater Customers for services rendered in February 2015, and CAW, not NLRWW, shall be entitled to all proceeds and collections from those bills to pay the MWM's liabilities assumed by CAW under the Water Consolidation Agreement, including liabilities, other than the Assumed Liabilities, associated with operation of MWM's Wastewater System prior to the Effective Date. Commencing in April 2016, CAW shall bill the Wastewater

Customers at NLRWW's wastewater rates and collect such bills in accordance with the existing Billing Services Agreement between NLRWW and CAW.

F. *Ongoing Obligations.* From and after the Effective Date, NLRWW shall be responsible for filing all monthly or annual reports to be filed after the Effective Date by MWM as operator of MWM's Wastewater System with the Arkansas Department of Environmental Quality, including specifically those reports that would have been filed by MWM for operation of MWM's Wastewater System after the Effective Date for operations during calendar years 2015 and 2016. All such reports shall be prepared by NLRWW employees and/or MWM's consulting engineers. Except for the Assumed Liabilities, MWM shall remain responsible for and liable for all reports, fines, and other matters related to periods prior to the Effective Date including remaining responsible for reports that should have been filed by MWM before the Effective Date provided that all costs, including fines, shall be paid from the Reserve Cash Fund pursuant to Section 5, Paragraphs I and J of the Water Consolidation Agreement, but that regardless of the method of payment, neither the NLRWW nor NLR shall be responsible for events occurring prior to the Effective Date.

G. *Water Treatment Plant Residuals.* The Parties acknowledge and agree that the majority of the sludge and fill in the northern lagoon at MWM's wastewater treatment plant (as shown by the red outline on Exhibit 5.G-1) is residuals from MWM's water treatment plant. The bottom portion of the sludge and fill in the northern lagoon at MWM's wastewater treatment plant may be wastewater residuals. Nevertheless, NLRWW agrees that CAW shall be permitted to continue to dispose of residuals from MWM's water treatment plant, free of charge, in the northern lagoon at MWM's wastewater treatment plant for so long as CAW continues to operate MWM's water treatment plant and for a reasonable period of time thereafter until MWM's water treatment plant is decommissioned and the short term residual lagoon located at MWM's water treatment plant has been emptied. MWM's water treatment plant will not be decommissioned until the thirty inch (30") water transmission main connecting CAW's System to MWM's Water System is completed and fully operational. At this time, CAW anticipates it should take about thirty (30) months from the Effective Date to complete new main and put it into operation, without any unforeseen delays. Therefore, It is anticipated that CAW could begin the process of working on the north lagoon around September, 2018. CAW will work with NLRWW to proceed at a diligent pace. Thereafter, CAW, at CAW's expense, shall assume responsibility for removing and shall have removed all of the sludge (whether the sludge consists of water or wastewater residuals) from the portion of the northern lagoon that

NLRWW, in its reasonable discretion, determines is necessary for the continued operation of NLRWW's Wastewater System in accordance with the methodology of operation determined to be in the best interest of NLRWW and its ratepayers (which may include the northern lagoons use as an equalization basin). While removal of all sludge in the entire lagoon may be required, the NLRWW agrees to work with CAW to determine if removing the sludge from less than all of the lagoon, may be possible, with an understanding and intention that no more of the lagoon will be required by NLRWW to be cleaned out of sludge than is necessary for the proper operation of the NLRWW's Wastewater System and its future operations. CAW agrees that any portion of the northern lagoon that is cleaned out will be cleaned of all sludge and such portion shall be left in a shape and condition similar to its original designed shape or in a condition suitable to be used as a wastewater lagoon, including filling in any areas lowered to construct the current partition in the southwest corner, repairing any damaged areas and constructing any embankments needed to make the cleaned out portion operable and usable. Any portion of the lagoon which is not required to be cleaned out shall be stabilized and closed out in accordance with all applicable laws and regulations of the appropriate regulatory authorities and NLRWW and the surface restored to a usable condition including being leveled and brought to grade. The expense of CAW in carrying out its obligations under this Section 5.G. shall include, but is not limited to, the cost of any engineering, testing, permitting, reporting, documenting and any other necessary costs. CAW's obligation to remove the sludge is a one-time obligation, not a continuing obligation. Once, CAW has removed the existing sludge from the northern lagoon at MWM's wastewater treatment plant, future operations, cleaning, repair and maintenance of the cleaned out portion of the northern lagoon shall be the obligation of and at the expense of NLRWW. Provided, NLRWW becomes the Wastewater Provider, this paragraph modifies CAW's obligations set forth in paragraph B of Exhibit 5J-1 to the Water Consolidation Agreement. If NLRWW terminates this Wastewater Consolidation Agreement in accordance with its terms and conditions and does not become the Wastewater Provider, CAW's obligations set forth in paragraph B of Exhibit 5J-1 to the Water Consolidation Agreement shall remain in full force and effect.

Section 6. Property Interests.

A. *Property Transfers.* It is the intent of the Parties that MWM transfer to NLRWW only that real or personal property necessary for NLRWW to continue operating MWM's Wastewater System in the same manner as it is operated today. Notwithstanding anything contained within the Water Consolidation Agreement, CAW shall not be required to offer to transfer to NLRWW, without charge or

payment therefor, those MWM Water Assets no longer needed by CAW to provide water service to the Customers, but CAW may dispose of those assets in whatever means it determines to be in the best interest of the Customers and CAW, which may include transfer of the property to the City or NLRWW. In addition, the Parties acknowledge, accept and agree that a substantial amount of real and personal property will be transferred as contemplated in Section 3, Paragraph D. If any property has not been scheduled on Exhibits 3D-1 or 3D-2, and NLRWW may request MWM or CAW, as applicable, to transfer ownership of such property to NLRWW, or if property was incorrectly transferred to NLRWW, CAW may request transfer of the water related property to CAW.

Section 7. General Terms.

A. *Expenses.* Until the Effective Date, each Party shall bear its own expenses associated with the obligations outlined in this Wastewater Consolidation Agreement, including legal expenses and thereafter, all of MWM's expenses shall be timely paid by CAW from the Reserve Cash Fund as provided in the Water Consolidation Agreement.

B. *No Third-Party Beneficiaries.* This Wastewater Consolidation Agreement is intended solely for the benefit of the Parties hereto. This Wastewater Consolidation Agreement is not intended for the benefit of any other person or entity.

C. *Entire Agreement.* Except as specifically contemplated herein, this Wastewater Consolidation Agreement contains the entire understanding among the Parties in respect to the subject matter hereof. This Wastewater Consolidation Agreement may be amended only by a written instrument executed by each Party. This Wastewater Consolidation Agreement cannot be assigned by any Party without the prior written consent of the other Party. This Wastewater Consolidation Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

D. *Notices.* Any and all notices given under this Wastewater Consolidation Agreement shall be given by, and be deemed given when, (i) delivered by personal delivery; or (ii) delivered by email with a written acknowledgement of receipt from the other Party, addressed as follows:

If to CAW: C. Tad Bohannon
Central Arkansas Water
221 East Capitol Avenue
Little Rock, AR 72202
Email: tad.bohannon@carkw.com

If to MWM:
(*Before Effective Date*) Barry Heller
Maumelle Water Management
90 Lake Point Place
Maumelle, AR 72113
Email: bheller@maumellewater.com

With Copy to:
(*Before and After Effective Date*) Stuart W. Hankins
Hankins Law Firm, P.A.
1515 East Kiehl Ave.
Sherwood, AR 72120
Email: swhankins@hankinslawfirm.net

If to NLRWW: Marc Wilkins
North Little Rock Wastewater
7400 Baucum Pike
P.O. Box 17898
North Little Rock, AR 72117
mwilkins@nlrwu.com

With Copy to: Mark Halter
Hilburn, Calhoun, Harper, Pruniski, & Calhoun,
1 Riverfront Place
P.O. Box 5551,
North Little Rock, AR 72119
Email: mhalter@hilburnlawfirm.com

or such other address as a Party may designate in writing to the other Party from time to time.

E. *Governing Law.* This Wastewater Consolidation Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

F. *Severability.* If any of the terms or provisions of this Wastewater Consolidation Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Wastewater Consolidation Agreement and the application of

such terms or provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.

G. *No Conflict.* Each Party represents and warrants to the other that its entry into this Wastewater Consolidation Agreement and the consummation of the Consolidation as contemplated by this Agreement does not constitute a default under or result in a breach of any agreement to which it is a Party.

H. *Further Assurance.* In case at any time after Consolidation any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party with respect to reasonable out of pocket costs.

[3 Signature Pages and Exhibits follow]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first set forth above.

Central Arkansas Water

By: _____
Dr. Roby Robertson, Chairman

Acknowledged and Agreed:

Anthony Kendall, Vice Chair

Jay Hartman, Secretary/Treasurer

John Braune, Commissioner

Carmen Smith, Commissioner

Marie-Bernarde Miller, Commissioner

Eddie Powell, Commissioner

Maumelle Water Management

By: _____
Dave Kaufman, Chairman

Acknowledged and Agreed:

Mary Peyton, Vice Chair

Ralph Kearney, Secretary

**North Little Rock Wastewater
Treatment Committee**

By: _____
Kenneth Buck Matthews, Chairman

Acknowledged and Agreed:

Sylvester L. Smith, Vice-Chairman/Secretary

Karen Bryant, Committee Member

Clark McGlothin, Committee Member

Edward Nelson, Committee Member

Exhibit List

Exhibit 1 – Map of MWM Service Territory
Exhibit 2A-1 - MWM's Old Debt
Exhibits 3B-1 - Wastewater Assets, "Real Property"
Exhibits 3B-2 - Wastewater Assets, "Personal Property"
Exhibits 3B-3 - Wastewater Assets, "Contracts/Rights"
Exhibit 3C-1 - MWM Wastewater Assumed Liabilities
Exhibit 3C-2
 Exhibit 3C-2A – Quitclaim Deed for Real Property
 Exhibit 3C-2B – Quitclaim Deed for Easements
Exhibit 3C-3 – Bill of Sale
Exhibit 3C-4 - Assignment
Exhibit 3D-1 - MWM Employee List w/ Wastewater Employees Designated
Exhibit 5G-1 – Northern Lagoon

Exhibit 1 Map of MWM Service Territory

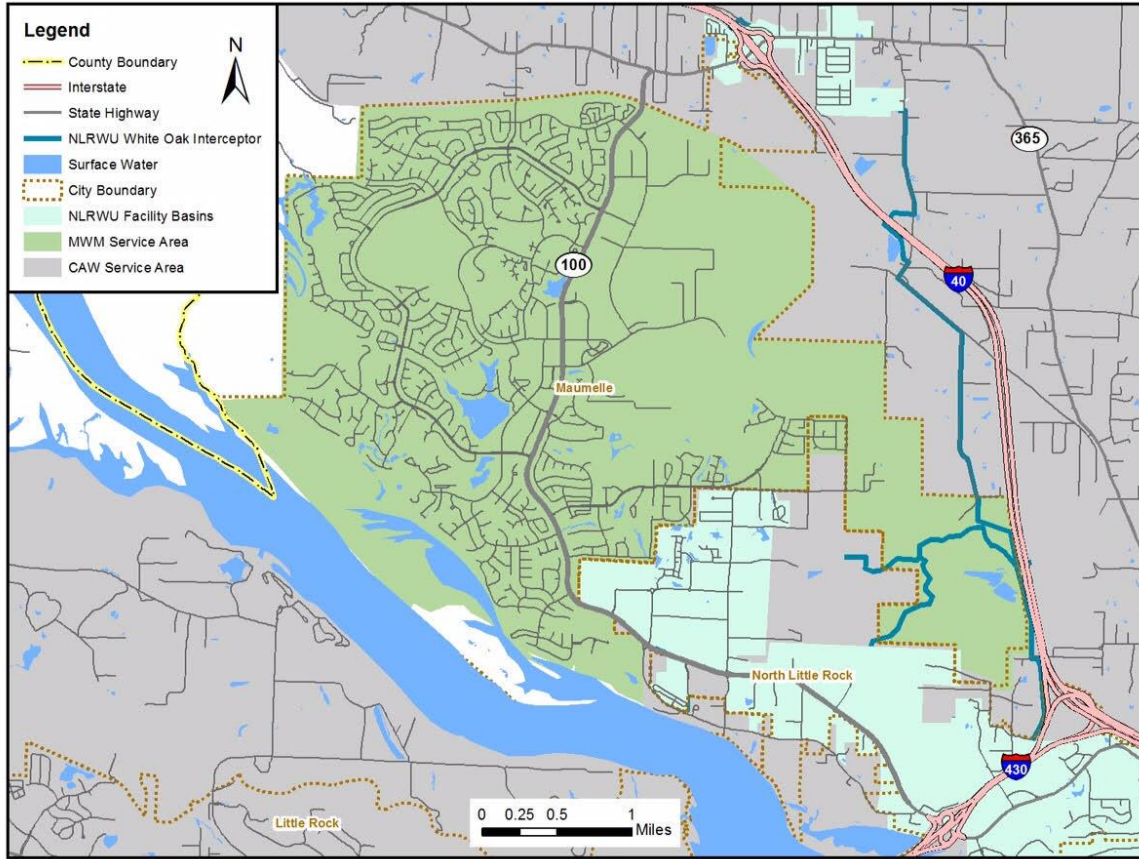


Exhibit 2A-1
MWM's Old Debt
(Approximate Amounts)

Current Debt Issue	Total	Allocated to Water	Allocated to Wastewater
ASWCC #1	3,331,531.97	3,331,531.97	
ASWCC #2	1,035,358.57	1,035,358.57	
2002 Lease Purchase	2,047,492.58	1,740,368.69	307,123.89
Series 2005	3,017,404.36	1,418,180.05	1,599,224.31
Series 2008	1,859,928.30	1,320,549.09	539,379.21
Centennial Bank	100,000.00	100,000.00	0.00
Totals	\$11,391,715.78	\$8,945,988.37	\$2,445,727.41

Exhibits 3B-1
Wastewater Assets
“Real Property”

[Exact list to be agreed upon by the Parties before noon, central time, on December 11, 2015]

The Real Property shall include all real property necessary for or related to wastewater service within or without MWM’s Service Territory, including but not limited to:

Wastewater Treatment Plant, with affiliated office and training center, and surrounding property
Sewage Pump Stations

All wastewater line easements, regardless of whether such easements are currently in use or not

Remainder – to be provided

Exhibits 3B-2
Wastewater Assets
“Personal Property”

[Exact list to be agreed upon by the Parties before noon, central time on December 11, 2015]

The Personal Property shall include all personal property necessary for or related to wastewater service within or without MWM’s Service Territory except cash and accounts receivables in accordance with the terms of the Wastewater Consolidation Agreement, including but not limited to:

Exhibits 3B-3
Wastewater Assets
“Contracts”

[Exact list to be agreed upon by the Parties before noon, central time on December 11, 2015]

The Contracts shall include all contracts entered into by MWM which are necessary for NLRWW to continue operation of MWM’s Wastewater System on and after the Effective Date.

[to be provided]

Exhibit 3C-1
MWM Wastewater Assumed Liabilities

[Exact list to be agreed upon by the Parties before noon, central time on December 11, 2015]
[*to be provided*]

Exhibit 3C-2A
Quitclaim Deed

QUITCLAIM DEED

The **BOARD OF COMMISSIONERS OF THE MAUMELLE SUBURBAN IMPROVEMENT DISTRICT NO. 500 d/b/a MAUMELLE WATER MANAGEMENT** (“Grantor”), by its duly authorized Chair, for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid by **THE CITY OF NORTH LITTLE ROCK, ARKANSAS FOR THE USE AND BENEFIT OF THE NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE** (“Grantee”), the receipt of which is hereby acknowledged, does hereby grant, convey, sell and quitclaim unto Grantee, and unto its successors and assigns forever, the real property in Pulaski County, Arkansas described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto Grantee and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

EXECUTED: _____, 2016, to become effective at 12:01 a.m. on _____, 2016.

BOARD OF COMMISSIONERS OF THE
MAUMELLE SUBURBAN IMPROVEMENT
DISTRICT NO. 500 d/b/a MAUMELLE WATER
MANAGEMENT

By: _____
Dave Kaufman, Chair

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this the ____ day of _____, 2016, before me, a Notary Public, personally appeared Dave Kaufman, who acknowledged that he is Chair of the Board of Commissioners of the Maumelle Suburban Improvement District No. 500 d/b/a Maumelle Water Management and that, in such capacity, he executed the foregoing deed for the purposes and consideration mentioned therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A

Description of Real Property

The following lands situated in Pulaski County, Arkansas:

SEE ATTACHED COLLECTIVE EXHIBIT A

CONSISTING OF ___ PAGES

(EXCLUDING THIS PAGE)

Exhibit 3C-2B
Quitclaim Deed (Easements)

**QUITCLAIM DEED
(Easements)**

The **BOARD OF COMMISSIONERS OF THE MAUMELLE SUBURBAN IMPROVEMENT DISTRICT NO. 500 d/b/a MAUMELLE WATER MANAGEMENT** ("Grantor"), by its duly authorized Chair, for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid by **THE CITY OF NORTH LITTLE ROCK, ARKANSAS FOR THE USE AND BENEFIT OF THE NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE** ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, convey, sell and quitclaim unto Grantee, and unto its successors and assigns forever, all easements and other right, title, interest and claim in and to the real property in Pulaski County, Arkansas described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto Grantee and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

EXECUTED: _____, 2016, to become effective at 12:01 a.m. on _____, 2016.

BOARD OF COMMISSIONERS OF THE
MAUMELLE SUBURBAN IMPROVEMENT
DISTRICT NO. 500 d/b/a MAUMELLE WATER
MANAGEMENT

By: _____
Dave Kaufman, Chair

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this the ____ day of _____, 2016, before me, a Notary Public, personally appeared Dave Kaufman, who acknowledged that he is Chair of the Board of Commissioners of the Maumelle Suburban Improvement District No. 500 d/b/a Maumelle Water Management and that, in such capacity, he executed the foregoing deed for the purposes and consideration mentioned therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A

Description of Real Property Easements and Related Rights

Easements and related rights, as described below, with respect to the following lands situated in Pulaski County, Arkansas:

SEE ATTACHED COLLECTIVE EXHIBIT A

CONSISTING OF ___ PAGES

(EXCLUDING THIS PAGE)

Exhibit 3C-3
Bill of Sale

BILL OF SALE

The **BOARD OF COMMISSIONERS OF THE MAUMELLE SUBURBAN IMPROVEMENT DISTRICT NO. 500 d/b/a MAUMELLE WATER MANAGEMENT** ("Seller"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid and delivered by **THE CITY OF NORTH LITTLE ROCK, ARKANSAS FOR THE USE AND BENEFIT OF THE NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE** ("Buyer"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver to Buyer, without warranty of any type whether express or implied except for warranty of title that Seller transfers the goods and chattels free of liens, claims and encumbrances, the goods and chattels described on Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto the said Buyer and its successors and assigns forever.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on this ____ day of _____, 2016, to become effective at 12:01 a.m. on _____, 2016.

BOARD OF COMMISSIONERS OF THE
MAUMELLE SUBURBAN IMPROVEMENT
DISTRICT NO. 500 d/b/a MAUMELLE WATER
MANAGEMENT

By: _____
Dave Kaufman, Chair

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this the ____ day of _____, 2016, before me, a Notary Public, personally appeared Dave Kaufman, who acknowledged that he is Chair of the Board of Commissioners of the Maumelle Suburban Improvement District No. 500 d/b/a Maumelle Water Management and that, in such capacity, he executed the foregoing deed for the purposes and consideration mentioned therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A

Description of Goods and Chattels

All personal property of any type or description, tangible or intangible, owned by the Maumelle Water Management and used to operate or maintain Maumelle Water Management's wastewater system, but not its water system, including, without limitation, the property described on the attached collective Exhibit A consisting of ____ pages (excluding this page).

Exhibit 3C-4
Assignment

ASSIGNMENT

The **BOARD OF COMMISSIONERS OF THE MAUMELLE SUBURBAN IMPROVEMENT DISTRICT NO. 500 d/b/a MAUMELLE WATER MANAGEMENT** (“Assignor”), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid and delivered by **THE CITY OF NORTH LITTLE ROCK, ARKANSAS FOR THE USE AND BENEFIT OF THE NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE** (“Assignee”), the receipt of which is hereby acknowledged, does hereby assign, transfer and convey to Assignee all of Assignor’s rights, title and interest in and to the following:

[insert list of assigned rights]

TO HAVE AND TO HOLD the same unto the said Assignee and its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed this Assignment on this ____ day of _____, 2016, to become effective at 12:01 a.m. on _____, 2016.

BOARD OF COMMISSIONERS OF THE
MAUMELLE SUBURBAN IMPROVEMENT
DISTRICT NO. 500 d/b/a MAUMELLE WATER
MANAGEMENT

By: _____
Dave Kaufman, Chair

]

Exhibit 3D-1

MWM Employee List w/ Wastewater Employees Designated as of September 15, 2015

	EMPLOYEE NAME	MWM TITLE
SHARED EMPLOYEES <i>(Any shared employees could work with wastewater)</i>	Heller	General Manager
	Farler	Asst. General Manager
	Richardson	Business Manager
	Cotnoir	Office Manager
	Hall	Cust. Serv Clerk I
	Tacker	Cust. Serv Clerk II
WATER EMPLOYEES	Pruss	Dist. Supervisor
	Harrington	Dist. Technician
	Harvey	Dist. Technician
	Shirley	Dist. Technician
	Phillips	Dist. Technician
	Shadwick	Dist. Technician
	Palmquist	Serviceman
	Watson	Serviceman
	Turbyfill	Meter Reader
	Walker	Meter Reader
	Cooley	Instrument Technician
	Moul	Maint/Svc/Inst Tech/Maint Elec
	Jenkins	Maint/Svc/Inst Tech/Maint Elec
	Fourte	Maint/Svc/Inst Tech/Maint Elec
	Burgan	Water Operator
	Cummings	Water Operator
	Jannsen	Water Operator
Thornton	Water Operator	
Rankin	Water Operator	
WASTEWATER EMPLOYEES WASTEWATER EMPLOYEES	Crook	Wastewater Manager
	Belasco	Maint/Svc/Inst Tech/Maint Elec
	King	Maintenance Electrician
	Dunham	Wastewater Oper 2
	Kirkendoll	Wastewater Oper 2
	Goodson	Wastewater Oper 1
	Holt	Wastewater Field Tech
	Turpin	Wastewater Field Tech

Exhibit 5G-1
Northern Lagoon



(5)

CAW/MWM DUE DILIGENCE ANALYSIS

Mr. Dan Jackson, Vice President, Wildan/Economists.com, completed a preliminary analysis of the proposed consolidation of Maumelle Water Management's (MWM) wastewater facilities with NLRW. The preliminary findings revealed efficiencies for both NLRW and MWM and recommended proceeding with the consolidation. The study also recommended that NLRW proceed with a phase two detailed analysis and forecast of operating revenues and expenses.

A copy of the engagement letter is attached.

The cost of the phase two analysis is expected to be in the range of \$30,000 to \$40,000 based on time and expenses. This item was not budgeted for separately and will be paid from general revenues.

ACTION:

Authorize staff to use the services of Wildan/Economists.com to conduct a due diligence analysis of the financial impacts of entering into a Wastewater Consolidation Agreement with Central Arkansas Water and Maumelle Water Management.



October 26 2015

Mr. Marc Wilkins
Director
North Little Rock WW Utility
PO Box 17898
North Little Rock AR 72117

Dear Mr. Wilkins:

Thank you for allowing **Economists.com** the opportunity to present this proposal to provide financial consulting assistance to the North Little Rock Wastewater Utility (“NLRWWU”). We are an economic and financial consulting firm with offices in Dallas, Texas and Portland, Oregon. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management. Our specific water and wastewater services include:

- **Water and Wastewater Rate Studies**
- Solid Waste/Sanitation Cost of Service and Rate Studies
- Impact Fee Studies
- Economic evaluation of water resources
- Water Planning and Management
- Connection and Impact Fee Studies
- Privatization Analysis
- Expert Witness Testimony on Reasonableness of Rate Structure
- Resource Allocation Studies
- Economic Impact and Development Studies

More information is available on our firm and professionals at our web site, www.economists.com. We have had the privilege of being NLRWWU’s rate consultants since 1999, and we deeply appreciate the confidence NLRWWU and the City of North Little Rock continues to show in us.

It is our understanding that NLRWWU is evaluating the acquisition of the wastewater system of the City of Maumelle and incorporating it into NLRWWU’s system. This acquisition would have a significant financial impact both on NLRWWU’s utility and the rates it charges its ratepayers. Our project team has already conducted a preliminary analysis of this potential acquisition. Now that the City of Maumelle has expressed a desire to allow NLRWWU to acquire the system, a second, more detailed analysis is required to determine the extent to which such an acquisition represents either a financial benefit or detriment to NLRWWU.

As part of this engagement we propose to conduct a detailed analysis of the financial impact of the acquisition of the Maumelle utility. We seek to address the following issues, including but not limited to:

1. How many accounts will NLRWWU acquire? What volumes are being generated by these customers? What is the projected revenue from these accounts?
2. What additional costs does NLRWWU anticipate incurring from the acquired system – personnel, operations (electricity, chemicals, maintenance, etc.)?
3. What capital cost will be necessary to integrate the acquired system and ensure it runs at the same level of service standard? Will additional debt need to be issued to fund these costs? If so how much and under what terms?
4. Will the additional revenues exceed the additional costs on an annual basis? If so by how much and how will these additional revenues benefit the utility?
5. What will be the long-term impact on NLRWWU's rate structure of this acquisition?
6. How will the rates to be charged acquired Maumelle customers compare to rates they are currently paying (NOTE: this assumes NLRWWU chooses to implement the same rates for Maumelle customers as it charges for its existing customers)?
7. How does the data developed by CAW and its consultants impact the analysis and assumptions used in this forecast?

We will summarize our findings into a report to be presented to NLRWWU. Further, we will be available to present our findings to the NLRWWU Citizens Committee, the North Little Rock City Council, the City of Maumelle, and to ratepayers' groups in Town Hall meetings, should NLRWWU so choose to conduct any of these meetings.

It must be noted that we will be conducting a financial analysis only. We will not be conducting either an engineering or an operational analysis, but instead we will rely on the expertise of NLRWWU's staff and other outside experts. Further, our analysis represents a forecast and is not a guarantee of future results. All risks and potential rewards of this acquisition are borne by NLRWWU.

I will serve as Project Manager for this engagement and will have sole responsibility for its successful outcome. My billing rate is \$195 per hour. I will be assisted by Mr. Daniel Lanning, Project Manager. Ms. Schafer's billing rate is \$165 per hour. Out of pocket expenses are to be incurred at cost.

Due to the nature of due diligence, including the need for meetings, data acquisition, briefings and presentations, the total amount of effort cannot be easily estimated. Therefore we cannot offer a fixed price for our services in this engagement. As a result, we propose to bill on an hourly basis for professional fees and out of pocket expenses. However, please note that while the briefings and Town Hall meetings are in our opinion very beneficial to ensuring a smooth transition of the Maumelle system to NLRWWU management, more meetings required will result in additional fees and expenses.



If this proposal is acceptable to you, please execute one copy of this letter and return it to our Dallas office. Thank you for this opportunity. We look forward to working with you on this engagement.

Respectfully submitted,
WILLDAN FINANCIAL SERVICES



Dan V. Jackson
Vice President

ACCEPTED BY:

Date

