

**WORK SESSION AGENDA  
WYOMING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS**

**Monday, April 11, 2011, 7:00 P.M.**

- 1) Call to Order**
- 2) Public Comment on Agenda Items (3 minute limit per person)**
- 3) Medicare Advantage**
- 4) Real Estate Brokerage Services**
- 5) Purchase of Police Vehicles**
- 6) Holland/Wyoming Water System Interconnect Agreement**
- 7) Donald K. Shine Pre-Treatment Facilities Rehabilitation**
- 8) Wastewater/Water Contract Updates**
- 9) Annual Street & Utility Capital Improvement Project**
- 10) Any Other Matters**
- 11) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

CLH/lj

**MEMORANDUM** Administrative Services  
City of Wyoming

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**TO:** Curtis Holt, City Manager  
**FROM:** James F. Kohmescher, Director of Administrative Services  
**DATE:** April 7, 2011  
**RE:** Medicare Advantage

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The City Council has requested that we explore Medicare Advantage plans as an alternative to the current health insurance plan for retirees who are eligible for Medicare. We have asked Lighthouse to make a presentation at the April 11 work session about this topic.

In 2009 we did a brief analysis of a similar request but did not pursue the subject further. At that time the federal government was developing the Patient Protection and Affordable Care Act and the City was immersed in a lawsuit with retirees regarding benefit coverage changes. We are now revisiting the topic.

Attached is a memorandum submitted in 2009 that discussed Medicare Advantage and touches on some of the issues that need to be considered if we were to pursue this type of plan. Bob Heintz and Robert Hicks will be present at Mondays work session to present more information and answer questions.

Attachments

**MEMORANDUM** Administrative Services  
City of Wyoming

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**TO:** Curtis Holt, City Manager

**Cc:** Kim Oostindie, Human Resources Supervisor  
Tim Smith, Finance Director

**FROM:** James F. Kohmescher, Director of Administrative Services

**DATE:** August 14, 2009

**RE:** Medicare Advantage Alternatives

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In June a memorandum was submitted comparing a Medicare supplement proposal by United Insurance Company with the City's current Medicare supplement plan. The plan comparisons in this memorandum review Medicare Advantage plans by Priority Health, Blue Cross, and Humana. The cost data and plan overview provided herein is for information purposes and is not a recommendation.

Priority Medicare, Blue Care Advantage, Medicare Plus Blue, and Humana Group Medicare are essentially a combination of Medicare Parts A, B, and D wrapped with individual supplemental plans. All of the plans presented have cost advantages over the City's current self-funded Medicare supplemental plan, some of which are very significant. None of the comparative plans have the same benefit level as the City's current plan. There are certain aspects of the other plans that are attractive, such as limited dental coverage and vision allowance that are not provided to retirees currently. The key cost saving component appears to be in prescription coverage, in which the deductibles are significantly higher and/or the infamous "donut hole" is not covered. The "donut hole" under Medicare Part D does not provide payment when annual drug costs are between \$2,700 and \$4,350.

The plans reviewed include prescription co-pays of \$3generic/\$50 name brand, \$10 generic/\$40 name brand, and \$8 generic/ \$60 brand name depending on the plan chosen. The City's co-pays for prescriptions are \$10 generic and \$20 name brand. Office visit co-pays are close to the City's current plan of \$10 for primary physicians and \$20 for specialists. A key component in the Priority and Blue Cross plans are the network restrictions that either do not provide any coverage outside of the geographic network area or have very high out of pocket costs when seeking treatment outside the network. For this reason the Humana plan was added to the list of vendors since they offer a national plan.

Included with this memorandum is the analysis conducted by Lighthouse that provides a detailed comparison between plans. Cost analysis is summarized below including the cost comparison to the United Insurance proposal in the first memorandum.

Health Insurance Comparison Medicare Qualified

Enrollment: 185

	Individual Monthly	Individual Annual	Combined Annual	Difference w/ Current
Priority	376	4,512	834,720	-
United Plan F	321	3,852	712,620	122,100
Priority Medicare Individual Plus	49	584	108,114	726,606
Priority Medicare Group High	286	3,433	635,053	199,667
Priority Medicare Group Basic	246	2,952	546,120	288,600
Blue Cross Advantage #3	80	960	177,600	657,120
Blue Cross Medicare Plus C	162	1,944	359,640	475,080

Most of the considerations in the first memorandum are reiterated here with other considerations:

1. Moving to one of these plans would be a major policy shift away from self-funding and back to a fully insured plan.
2. The City's policy has been to provide retirees with the same level of benefit coverage as active employees. As stated above, none of the plans provide an equivalent level of benefit. It is my understanding that the group Medicare plan provided by Priority could be customized to the same or similar level of benefits that actives have. However, changes to improve the benefit would increase the costs and any savings may disappear.
3. There may be considerable legal costs incurred during the transition to one of the plans. These include ordinance changes and confronting contractual promises made throughout the years. The most critical issue is the City's intent to provide retirees with the same plan as active employees, which is the issue being challenged in the retiree law suit.
4. In order to entice retirees to enroll in the one of the plans, an incentive would be required. This could range from a flat dollar amount to establishing some type of Health Savings Account (HSA) in which the City would deposit money to help cover increased co-pays and deductibles. The cost savings illustrated above assume all Medicare eligible retirees choose to enroll in a new plan.
5. If retirees chose one of the Medicare plans, they would essentially be opting out of the City plan. Consideration would have to be given to allowing a retiree to enroll back into the City plan during an open enrollment period.

6. Adverse selection is always a consideration in establishing a lower cost plan as a choice against a higher cost plan. Basically adverse selection occurs when healthy people choose the plan with lower coverage and those with expensive medical issues stay with the plan that provides more lucrative benefits. This would be particularly relevant with those people on multiple maintenance drugs or costly medications.

Attachment: Lighthouse Medicare Plan Review

## MEMORANDUM

DATE: April 5, 2011

TO: Curtis Holt, City Manager

FROM: Rebecca L. Rynbrandt, Community Services Director

CC: Barb Vanduren, Deputy City Manager  
Kim Oostindie, Human Resources Supervisor  
Patrick T. Gaffney, Community Development Coordinator

SUBJECT: Award of Bid for Real Estate Brokerage Services

Several weeks ago, Councilmember Dan Burrill inquired of me if municipalities were exempt from a state law limiting the number of homes a non-licensed realtor is able to sell within a given year. His comments were directed to our Neighborhood Stabilization Program (NSP), grant funded by the Michigan State Housing and Development Authority (MSHDA), in which the city is working to address the foreclosure crisis by buying, rehabilitating, and selling homes to low and moderate income families. I immediately directed Patrick Gaffney to investigate the matter with MSHDA. Initially MSHDA advised that they were unaware of such a law; however their subsequent investigation with the Attorney General's office has resulted in MSHDA issuing guidance to all grantees that we are in fact limited in the number of non-licensed realtor home sales. We have exceeded our allotment. To this end we have worked with the Purchasing Department to acquire a licensed realtor to perform these valuable services.

A notice to bidders was published in the Advance Newspaper and was posted on the City web site for two weeks. Eighteen (18) invitations to bid were sent to prospective bidders. On April 5, 2011, the City received three (3) sealed bids for brokerage services. The bids received are as shown on the attached tabulation sheet.

Again, real estate brokerage services are needed to sell properties that have been bought and repaired with NSP funds. Using these brokerage services, repaired NSP properties will be listed in the Grand Rapids area Multiple Listing Service (MLS) and will have exposure to 150 web sites. The realtor will also assist with the closing of the property. Sufficient acquisition funds are allocated in NSP account number 256-401-69210-956.040.

After reviewing the bids, it is recommended that Purchasing prepare the necessary resolution and that the City Council award the bid for real estate brokerage services to the low bidder, Prudential Preferred Realtors at the April 18, 2011 regular Council meeting.

I am prepared to address any concerns or questions that you may have and will stand ready to present on this matter at the April 11, 2011 work session if that is your desire.

CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS  
PROVIDING REAL ESTATE BROKERAGE SERVICES

OPENED BY: Leanne Johnson and Laura Jackson ON April 5, 2011, AT: 11:00 a.m.

Item	BIDDERS		
	Prudential Preferred	Century 21	Leading Edge
Administrative Fee	\$0.0	\$195	\$0.0
Total Broker Fee	5.5%	5.5%	6%
Cooperating Broker Fee	2.5%	3%	3%

## MEMORANDUM

DATE: April 6, 2011  
TO: Curtis L. Holt, City Manager  
FROM: William D. Dooley, Director of Public Works  
SUBJECT: Purchase of Police Vehicles

Due to the recent hiring of five additional police officers, and the shift of several officers to Administrative and Support Services positions, the Police Department is in need of additional vehicles. In 2008, the total number of police vehicles was reduced from 44 to 41 with the elimination of three police cruisers. Now, instead of replacing these three police cruisers, the department has requested that the motor pool fund purchase four Chevrolet Impalas for a comparable amount of money.

The purchase of these vehicles was not included in the current budget for the Motor Pool Fund - Depreciation Reserve, however, the necessary resolution and budget amendment can be prepared for the City Council's review and approval at their April 18, 2011 meeting. These vehicles are currently available from the State of Michigan governmental purchase program. Please let me know if you concur.

## MEMORANDUM

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**TO:** Curtis L. Holt, City Manager

**FROM:** Gerald Caron, Water Treatment Plant Superintendent

**DATE:** March 31, 2011

**RE:** Holland/Wyoming Water System Interconnect Agreement

On October 11, 2010, we discussed with the City Council the planned construction of an interconnecting water main between the water systems operated by the City of Wyoming and the City of Holland. As the lead agency, the City of Holland has secured a Drinking Water Revolving Fund (DWRF) loan for this project.

In order to proceed with the funding for the interconnect project, the City of Wyoming and the City of Holland now need to execute an interconnect agreement. This agreement identifies how the project costs will be shared and how the new facilities will be operated. We have attached for your review a copy of the interconnect agreement, which has been reviewed by the staff and City Attorneys from both communities. This agreement has also been reviewed by Ottawa County to make sure that the wholesale customers are aware of our plans.

Key dates for this project are as follows:

- Construction contracts will be bid by the end of June 2011.
- Construction contracts will be approved (contingent on DWRF bond sale) by the Holland City Council by the end of July 2011.
- Construction activities will begin in early 2012 and continue until November 2012.

The engineer's estimate for this project is \$6,910,000. The City of Wyoming is responsible for approximately \$3,240,000 with Ottawa County providing 43 percent of this amount. Wyoming's resulting share is approximately \$1,850,000, which will be reduced by a 15% principle forgiveness provision and financed over 20 years at an interest rate of 2.5%.

We respectfully request that the City Council review the attached Interconnect Agreement at their April 11, 2011 study session, and approve the agreement on April 18, 2011.

**HOLLAND - WYOMING WATER SYSTEM  
EMERGENCY INTERCONNECT AGREEMENT**

Draft #8 - March 25, 2011

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF HOLLAND**, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan, acting by and through its Holland Board of Public Works (hereinafter referred to as "**Holland**"), and the **CITY OF WYOMING**, a Michigan municipal corporation of Kent County, Michigan (hereinafter referred to as "**Wyoming**").

**RECITALS**

Holland and Wyoming, respectively, own and operate a Lake Michigan water filtration plant and water transmission mains to provide potable water to supply their respective customers and customer communities. Holland owns and operates a 36 " diameter water transmission main in Perry Street that runs easterly from the Holland filtration plant in Perry Street and extends to the corporate limits of the City of Holland ("Holland Main"). Wyoming owns and operates a 42" diameter transmission main in Ransom Street that runs from the Wyoming filtration plant easterly in Ransom Street to the City of Wyoming ("Wyoming Main"). Holland and Wyoming desire to enter into an interconnection agreement and to construct an interconnection between the Holland Main and the Wyoming Main to improve the reliability and to serve as a reciprocal emergency supply to both water systems.

The parties to this Agreement acknowledge that they have each previously entered into separate agreements with other municipalities, including the Park Township Agreement referenced in Section 6 and the Ottawa County Agreement referenced in Section 8 below, respectively. The terms and provisions of this

present agreement are not intended to and shall not have the effect of materially impairing any of the terms and provisions of those prior agreements.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, HOLLAND AND WYOMING AGREE AS FOLLOWS:

**Section 1. DEFINITION OF EMERGENCY.** For purposes of this Agreement, an emergency is defined to mean the disruption of the water supply in the Holland or Wyoming water systems during which the supply of available potable water is or may be limited such that a supply of potable water is necessary from either the Holland or Wyoming water systems in order to protect the health, safety, and welfare of their respective customers and customer communities. For purposes of the illustration of an “emergency” pursuant to the terms of this paragraph, the following events and circumstances requiring an emergency supply are delineated on the attached **Exhibit A**. The definition of “emergency” shall not include (a) a lack of infrastructure required by the Michigan Department of Environmental Quality or such other designated State or Federal regulatory agency that effects the capacity of either system, or (b) the supply of supplemental water to meet peak day demands of the Holland or Wyoming water systems unless the supply of potable water is interrupted or disrupted by an emergency as defined in accordance with the terms and conditions of this paragraph.

**Section 2. INTERCONNECTION POINTS.** The interconnection point on the Holland Main shall be at 160<sup>th</sup> Ave and Perry Street, Park Township, Ottawa County, Michigan. The interconnection point on the Wyoming Main shall be: (i) the Wyoming plant site on the 42” transmission main running from the Wyoming Plant to Ransom Street and (ii) on the water main connected to the finished water reservoirs for the Wyoming Plant. A drawing depicting the interconnection points for the Holland Main and the Wyoming Main is attached as **Exhibit B**.

**Section 3. CONSTRUCTION OF THE INTERCONNECTION FACILITIES.**

The Interconnection Facilities shall consist of the interconnection points described in Section 2 and approximately four miles of 30" diameter transmission main with appurtenances to be constructed in 160<sup>th</sup> Avenue between Perry Avenue and Ransom Street and connecting to the interconnection points, and the valve control equipment and metering facilities located at the Wyoming interconnect point. The "**Interconnection Facilities**" are more fully described and depicted on attached **Exhibit C**.

Holland shall retain the services of a qualified professional engineer or engineering firm to prepare complete design plans and specifications for the construction of the Interconnection Facilities. Holland shall submit the design plans and specifications to Wyoming for its review and approval. Wyoming agrees to diligently review and approve or submit comments for the reasonable modification of the Interconnection Facilities. In addition, the design plans and specifications shall be submitted to the Ottawa County Road Commission and Park Township for review (i.e.: to enable the County and the Township and/or their engineers to review the proposed location and route of the Interconnection Facilities as it relates to existing bicycle paths, mains, etc.). The review of the design plans and specifications shall be completed within 30 days after submission by Wyoming or Holland or such plans and specifications shall be deemed reviewed by the County and the Township. Holland and Wyoming shall diligently review and consider any comments and suggestions provided to them regarding the location and route of the Interconnection Facilities.

Upon the review and approval of the design plans and specifications by Holland and Wyoming, Holland shall competitively bid the Interconnection Facilities. The responsive bids for the construction of the Interconnection Facilities shall be jointly reviewed by Holland and Wyoming. The construction contract shall be entered into between the lowest responsible bidder and Holland. Holland shall act as the designated representative of the Owner for

purposes of acquiring, constructing, and completing the Interconnection Facilities. The bonds for the construction of the Interconnection Facilities shall be written for the joint benefit of Holland and Wyoming. Wyoming's contribution to the cost of the Interconnection Facility shall be subject to the Ottawa County Agreement referenced in Section 8 below. Certificates of Insurance, as specified in the contract documents, shall extend for the benefit of Holland and Wyoming, and shall include Ottawa County, the Ottawa County Road Commission, and Park Township as additional insureds. All equipment and contractor's warranties shall extend for the mutual benefit of Holland and Wyoming. The Interconnection Facilities shall be constructed in a reasonable and workman-like manner. During the construction of the Interconnection Facilities, Wyoming shall have the right, but not the obligation, to inspect the Interconnection Facilities and provide recommendations and input to Holland.

The progress payments required for the construction of the Interconnection Facilities shall be made after review and approval by the consulting engineer or engineering firm and the approval of Holland as the designated agent during construction. Upon final completion and acceptance of the Interconnection Facilities, Holland shall arrange for all warranties of equipment and construction to extend to and for the mutual benefit of Holland and Wyoming.

**Section 3.1. FINANCING OF INTERCONNECTION FACILITIES.** Holland and Wyoming acknowledge that financing will be required to construct, acquire, and build the Interconnection Facilities. Holland shall act as the lead agency to obtain, issue, and coordinate the financing for the Interconnection Facilities. Holland shall apply to the Michigan Drinking Water Revolving Fund ("DWRP") or such other designated State agency for debt service issuance based upon the Engineer's estimates and submitted bids for the cost of the Interconnection Facilities. Holland shall submit to Wyoming its financing application for review if requested by Wyoming.

Based upon the anticipated funding sources, estimated costs, and as illustrative of the anticipated debt service requirements, **Exhibit D** has been prepared. With the exception of the costs related to the transfer pumps, which shall be paid by Holland, the cost to construct the Interconnection Facilities, debt service issuance, and debt service retirement costs shall be divided equally between Holland and Wyoming.

When the cost of the Interconnection Facilities and the portion of the costs subject to financing has been finally calculated and determined, Holland and Wyoming shall enter into a Finance Agreement based upon the terms and conditions of this paragraph (the "Finance Agreement"). The Finance Agreement shall be subsequently attached to this Agreement as **Exhibit D.1**, and the Finance Agreement shall merge the terms and conditions of this paragraph.

**Section 4. OWNERSHIP.** The ownership of the Interconnect Facilities shall be shared equally by Holland and Wyoming. Upon completion and final acceptance of the Interconnection Facilities, Holland and Wyoming shall mutually determine the final cost of the Interconnection Facilities for joint ownership and accounting.

**Section 5. MAINTENANCE/REPLACEMENT.** Maintenance of the 30 " interconnecting transmission main and interconnection point to the Holland Main shall be performed by Holland. Maintenance of the valve control and metering facility and the interconnection point to the Wyoming plant site shall be performed by Wyoming.

On or before June 1 of each and every year after the final acceptance of the Interconnection Facilities, Holland shall invoice Wyoming for one half of the cost of the maintenance of the transmission main and the interconnection point at Perry and 160<sup>th</sup> Street, Park Township, Ottawa County, Michigan.

On or before June 1 of each and every year after the final acceptance of the Interconnection Facilities, Wyoming shall invoice Holland for one half of the cost of the maintenance of the valve control, metering facility, and the interconnection point on the Wyoming Plant site.

Holland and Wyoming agree to respectively provide such invoices and supporting documentation as may be requested or required to validate the costs, expenses, and charges pursuant to this Section 5.

Holland or Wyoming, at their respective cost and expense, shall have the right to employ independent auditors to audit, or its own staff to review the financial records of the other party. The auditor staff review shall not take place more frequently than annually (for the prior fiscal year) during the regular business hours of Holland's or Wyoming's operation, and upon ten (10) days written notice to the other party. In the event the independent auditors or staff of Holland or Wyoming should arrive at different conclusions as to the charges for maintenance, Holland and Wyoming agree to negotiate, in good faith, to resolve or settle such differences. In the event Holland and Wyoming should fail to settle or resolve such differences, the dispute shall be resolved in accordance with Section 14 of this Agreement.

Holland and Wyoming agree that they shall share equally in all expenses, costs, and expenditures for the capital maintenance and replacement of the Interconnection Facilities. For purposes of this paragraph, if either Holland or Wyoming should incur an expense in excess of Ten Thousand Dollars (\$10,000) (this amount to be adjusted annually by increases occurring in the Construction Cost Index, published by *Engineering News* or such other recognized publication), Holland or Wyoming shall provide ten days written notice to the other party of such expenditure. The notifying party shall also produce such documents as shall be necessary to establish the amount and legitimacy of such expenditure. Upon completion of the capital maintenance and replacement

expenditure, the party incurring such cost shall bill the other party for one-half of such cost, and the bill shall be due and payable thirty (30) days thereafter.

**Section 6. USE OF INTERCONNECTION TRANSMISSION MAIN.** The interconnection transmission main shall normally be operated as part of the Holland Water System. As such Holland may allow master metered connections (but not customer connections) on the interconnect transmission main to serve Park Township under the "City of Holland/Park Township/Ottawa County Water Supply Agreement" dated July 19, 2005 ("Park Township Agreement"). If Park Township connects to the interconnect transmission main, appropriate equipment shall be installed to protect Park Township's system from high pressure surges. Park Township shall be permitted to use fire hydrants connected to the transmission main for purposes of fire fighting. The costs incurred to provide connection and services to Park Township shall be paid in accordance with the terms and conditions of the Park Township Agreement.

**Section 7. OPERATION OF THE INTERCONNECTION FACILITIES** The interconnection may be used to provide water in the event that water service is disrupted due to an emergency such that either system cannot supply the needs of its Water System. A routine schedule shall be adopted and agreed upon by Holland and Wyoming to exchange water back and forth for the purpose of maintaining high quality water in the interconnect transmission main and satisfying any and all state and federal permit requirements. Wyoming and Holland agree to take measures during an emergency to curtail non-essential water use in its system to meet the essential water use of their respective systems in need of supply if necessary to meet the overall essential water needs of customers in both systems. Upon the occurrence of an emergency, Wyoming and Holland shall take reasonable steps to notify their respective wholesale customer communities when the Interconnection Facilities are being or have been used to address the emergency.

If Holland desires to utilize the interconnection as a result of an emergency, a request by the Holland Water Plant Superintendent or his/her designee shall be made orally to the Superintendent of the Wyoming Water Plant or his/her designee, followed by facsimile, e-mail, or written confirmation as soon as possible thereafter. The request shall include a desired interconnect opening time and an estimated duration and flow rate that is expected to meet the need of the Holland Water System. Wyoming shall then promptly respond to the request to open the interconnection and, in responding, shall have the discretion to determine and specify the time that the interconnection shall be opened, the duration and the rate of flow to be provided to Holland. In determining the time, duration, and rate of flow, Wyoming shall make every reasonable effort to fully supply Holland's need. Wyoming agrees to provide potable water upon the request by Holland unless providing such potable water would violate good utility practices.

If Wyoming desires to utilize the interconnection as a result of an emergency, a request by the Wyoming Water Plant Superintendent or his/her designee shall be made orally to the Superintendent of the Holland Water Plant or his/her designee, followed by facsimile, e-mail, or written confirmation as soon as possible thereafter. The request shall include a desired interconnect opening time and an estimated duration and flow rate that is expected to meet the need of the Wyoming Water System. Holland shall then promptly respond to the request to open the interconnection and, in responding, shall have the discretion to determine and specify the time that the interconnection shall be opened, the duration and the rate of flow to be provided to Wyoming. In determining the time, duration, and rate of flow, Holland shall make every reasonable effort to fully supply Wyoming's need. Wyoming shall determine if the interconnect opening shall be made to the 42" transmission main or to the finished water reservoir line. Holland agrees to provide potable water upon request by Wyoming unless providing such potable water would violate good utility practices.

**Section 8. WATER USAGE AND CHARGES.** The amount of water transferred between systems shall be recorded. Water used to maintain water quality in the interconnect transmission main shall be measured and reported on a monthly basis. Every attempt shall be made to balance the amount of water that is exchanged so that no charges by Holland or Wyoming are incurred.

If water is supplied by Holland to Wyoming, the rate to be charged shall be the rate that Holland charges Ottawa County for the supply of water to Park Township pursuant to the Park Township Agreement. If Wyoming supplies water to Holland, the rate to be charged shall be the rate that Wyoming charges Ottawa County for the supply to Ottawa County communities pursuant to the Agreement dated 5/5/1988 ("Ottawa County Agreement"). Any water not returned in lieu of payment for the 12 months for the period from June 1 of one year until June 1 of the next year shall be netted. During June of each year, a party having received an additional supply of water (after netting) shall make a payment at the rate specified in this section prior to June 30. After reconciliations are completed for the fiscal year (typically completed by October of the year following the fiscal year), the water rate shall be reconciled based on actual costs and an adjustment in payment shall be made for the difference between the water rate paid in June and the reconciled rate.

If the demand for potable water causes either Holland or Wyoming to establish a new maximum demand electric load during the month, the increase in the demand cost shall be calculated and paid by the respective party, causing such cost adjustment. All attempts will be taken to minimize the peak demand increases during the exchanges of water by utilizing existing alternative electric sources (e.g.: generators, etc.) If mutually agreed upon by Wyoming and Holland, the amount of water supplied can be returned in kind in lieu of payment of the charge based on the rate calculation. If the mutual agreement to reimburse with an in-kind exchange of water is made, the arrangement shall be documented in a monthly report by Holland and Wyoming.

All billings rendered pursuant to this section shall be paid within thirty (30) days of their billing date.

**Section 9. CONTROL OF VALVES.** Holland and Wyoming have established a set of mutually agreeable operating procedures which are attached as **Exhibit E**, and which may, from time to time, be modified in accordance with the mutual agreement of the parties.

**Section 10. INDEMNIFICATION BY HOLLAND AND WYOMING.** To the fullest extent permitted by laws and regulations, Holland shall defend, indemnify and hold harmless Wyoming, its agents, employees, and representatives from and against all liabilities, claims, damages, losses, expenses, direct or indirect (including, but not limited to reasonable attorney fees and court costs), when the interconnection facilities are operated for the benefit of Holland.

To the fullest extent permitted by laws and regulations, Wyoming shall defend, indemnify and hold harmless Holland, its agents, employees, and representatives from and against all liabilities, claims, damages, losses, expenses, direct or indirect (including, but not limited to reasonable attorney fees and court costs), when the interconnection facilities are operated for the benefit of Wyoming.

Any claims, damages, expense or liability caused to Wyoming-owned facilities or equipment used to deliver water to the interconnection for the benefit of Holland due to improper operation of the interconnection by Holland shall be the liability of Holland.

Any claims, damages, expense or liability caused to Holland-owned facilities or equipment used to deliver water to the interconnection for the benefit of Wyoming, due to improper operation of the interconnection by Wyoming, shall be the liability of Wyoming.

**Section 11. TERM.** This Contract shall be effective \_\_\_\_\_ and shall continue for a term of forty (40) years (“Initial Term”). The Initial Term shall be subject to automatic renewal for additional terms of forty (40) years, without additional notice, as long as Holland and Wyoming owns and operates a water treatment plant in Park Township, Holland, Michigan.

**Section 12. INSURANCE.**

a. Holland and Wyoming shall each maintain or cause to be maintained comprehensive general liability insurance covering the use and operation of their respective water systems and the Interconnection Facilities. Such insurance may be provided by one or more insurance policies. All such policies of insurance shall be payable on an occurrence basis, and shall initially be in the amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury or death. In addition, Holland and Wyoming, respectively, shall each maintain or cause to be maintained an umbrella or excess liability coverage in the amount of not less than Three Million Dollars (\$3,000,000). The insurance, pursuant to this section, shall not have a deductible in excess of Twenty-Five Thousand Dollars (\$25,000) per occurrence unless approved in writing in advance by both parties. Wyoming consents to a self-insurance retention of One Hundred Thousand Dollars (\$100,000) per claim for property damage and general liability presently administered by Holland. Holland consents to a self-insured retention of Five Hundred Thousand Dollars (\$500,000) per claim for property damage and general liability presently administered by Wyoming. Holland and Wyoming may agree to increase the self-insured retention amounts indicated above by mutual agreement. In addition, Holland and Wyoming shall each maintain workers disability insurance coverage, in such form and with such limits as may be required by Michigan law, with respect to all of their personnel and all other persons working on or in connection with their respective water systems throughout the term of this contract.

b. All policies of insurance shall be written by insurance companies in good standing and authorized to do business in the State of Michigan. Wyoming's insurance policy shall name Holland, the members of Holland's City Council and its officers, employees, and agents as additional named insureds. Holland's insurance policy shall name Wyoming, the members of Wyoming's City Council and its officers, employees, and agents as additional named insureds. The insurance shall provide further that it shall not be cancelled, terminated, or materially modified except upon not less than thirty (30) days prior written notice to the other party. Either party shall, upon request of the other party, furnish to the other party written proof of such insurance coverage, which may be provided by certificate satisfactory to the other party or, at the option of the requesting party, a certified copy of the insurance policy itself. Wyoming and Holland shall require their respective insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Holland or Wyoming, its directors, officers, agents, and employees. Nothing contained herein shall limit the right of Holland or Wyoming to continue, implement, or establish a self-insurance program that is in compliance with the terms of Section 12.

c. Every five (5) years during the term of this Agreement Wyoming and Holland shall each have the right, on notice to the other, to require that an independent insurance consultant mutually agreeable to Holland and Wyoming be retained to review the insurance coverages to be provided pursuant to this Section 12 to determine, based on the then current insurance industry standards, whether the coverages are adequate. Holland and Wyoming, upon agreement with the consultant's recommendation, shall promptly implement any changes in coverage recommended by said consultant.

**Section 13. DEFAULT** In the event of a default under the terms of this Agreement, the non-defaulting party shall notify the other party, in writing, of the nature of the default and the party's intent to seek a remedy at law or equity under the terms of this Agreement. If the default occurs and remains uncured by

the defaulting party for thirty (30) days after the other party has provided written notice of the default, the non-defaulting party shall have the right to terminate this Agreement and bring proceedings to recover damages that flow from the defaulting party's breach of this Agreement, and subject to the limitations contained therein. The right to terminate and seek damages shall be cumulative and in addition to any and all rights and remedies available to the parties, including specific performance and other equitable relief. The parties agree and stipulate that the termination of this Agreement and the award of damages for a breach of this Agreement may not be an adequate remedy at law and that the non-defaulting party may seek equitable relief. Events of default shall include, without limitation:

- (a) Holland or Wyoming fails to pay any fee or amount required to be paid pursuant to this Agreement;
- (b) Holland or Wyoming fails to comply with any other material terms and material conditions of this Agreement; or
- (c) Holland or Wyoming ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership or reorganization.

**Section 14. DISPUTE RESOLUTION.** Any dispute, interpretation, or breach arising out of this Agreement shall, upon mutual agreement by Holland and Wyoming, be submitted to arbitration. A judgment rendered pursuant to arbitration shall be specifically enforceable in the Ottawa County Circuit Court or any court of appropriate jurisdiction. In the event Holland and Wyoming fail to agree to arbitrate, the Ottawa County Circuit Court shall be the forum of exclusive jurisdiction for the determination of such dispute.

The parties may agree upon one arbitrator; otherwise, there shall be three (3), one named in writing by Holland and one named in writing by Wyoming

within thirty (30) days after notice of arbitration is served by either party upon the other; and a third arbitrator selected by these two (2) arbitrators within thirty (30) days thereafter. Any arbitrator selected by Holland or Wyoming shall have experience or training in the type of controversy or dispute between the parties. No one shall serve as an arbitrator who is in any manner directly or indirectly financially interested in this Agreement or in the affairs of Holland or Wyoming.

The arbitration proceedings to be conducted by the arbitrators shall be as mutually agreed by the parties, or absent an agreement, shall be regulated in accordance with the rules of the American Arbitration Association, or such successor association during the term of the Agreement.

**Section 15. MISCELLANEOUS.** This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns . Unless otherwise specifically provided, all notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on page 1 of this Agreement or such other address or addresses as shall be specified by the parties hereto from time to time and may be served or transmitted in person or by certified mail properly addressed with sufficient postage. Unless otherwise indicated, any references in this Agreement to facsimile notice or notification shall be given to the following persons and entities:

City of Holland  
Holland Board of Public Works  
ATTN: General Manager  
625 Hastings Avenue  
Holland, MI 49423  
FAX: 616-355-1550

City of Wyoming  
Director of Public Works  
2660 Burlingame Avenue, SW  
Wyoming, MI 49509  
FAX: 616-249-3487

This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. This Agreement may only be amended pursuant to a written document executed by all parties hereto, and with the consent of Ottawa County, whose consent shall not be unreasonably withheld, and any refusal to consent to the amendment shall be based upon the application of good utility practices and standards. In the event of a dispute, interpretation, or proceeding to enforce this Agreement, the prevailing party in such proceeding shall be awarded reasonable attorneys fees and costs. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement shall be executed in multiple counterparts, all of which together shall be deemed to be one contract. This Agreement, together with the contracts and agreements specifically referenced in this Agreement, represent the entire understanding and agreement between the parties hereto with regard to the matters addressed herein. In the event of a conflict or inconsistency between the terms of this Agreement and the terms of any other contract or agreement referenced in this Agreement or the terms of any contract or agreement not referenced in this Agreement, the terms of this Agreement shall control. All prior oral or, except to the extent provided herein, written understandings and agreements with regard to the matters addressed herein are specifically merged herein. The captions in this Agreement are for convenience only, and shall not be considered as a part of

this Agreement or in any way to amplify or modify the terms and provisions hereof. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein. This Agreement has been jointly reviewed and drafted, and no contractual interpretation shall be made against either party as the drafter of the Agreement. All exhibits attached hereto are incorporated herein by reference as though fully stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Witnesses:

**CITY OF HOLLAND**

\_\_\_\_\_  
Witness 1

By \_\_\_\_\_  
Kurt D. Dykstra  
Its Mayor

\_\_\_\_\_  
Witness 2

By \_\_\_\_\_  
Anna Perales  
Its Acting Deputy City Clerk

Dated: \_\_\_\_\_, 2011

**CITY OF WYOMING**

\_\_\_\_\_  
Witness 1

By \_\_\_\_\_  
Jack A. Poll  
Its Mayor \_\_\_\_\_

\_\_\_\_\_  
Witness 2

By \_\_\_\_\_  
Heidi A. Isakson  
Its Clerk \_\_\_\_\_

Dated: \_\_\_\_\_, 2011

The terms and conditions of the Emergency Interconnect Agreement dated as of \_\_\_\_, 2011 by and between the City of Holland and the City of Wyoming are accepted and agreed to by the County of Ottawa, acting by and through its Board of County Road Commissioners, as consistent with applicable provisions of the agreements referenced in Section 6 and 8 of the Interconnect Agreement.

**COUNTY OF OTTAWA,**  
acting by and through its  
Board of County Road  
Commissioners

By: \_\_\_\_\_  
David L. Vander Kooi  
Its: \_\_\_\_\_  
Chairman

Board of County Road Commissioners  
14110 Lakeshore Drive  
P.O. Box 739  
Grand Haven, MI 49417

## EXHIBIT A

### **Holland/Wyoming Water System Emergency Interconnect Agreement**

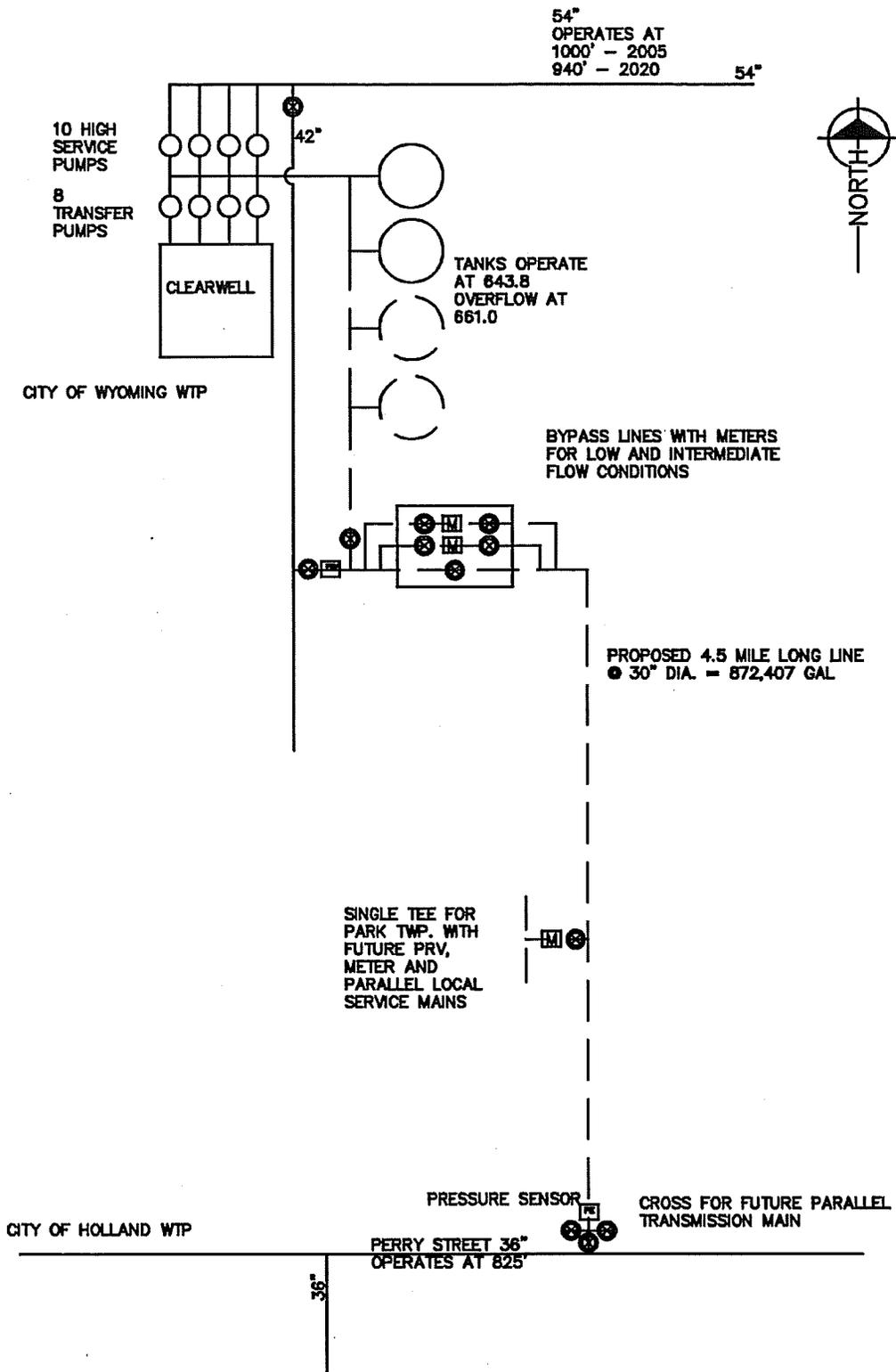
The disruption of water supply due to any of the following illustrative events and circumstances, or any combination thereof:

1. Contamination resulting from a spill of foreign material near raw water intake.
2. Frazil Ice resulting in a loss or reduction of supply.
3. Zebra Mussel control system failure resulting in the two inch chemical feed line restricting flow to low service pumps.
4. Intake pipe repairs resulting from a joint separation causing sand being drawn into pipe
5. Multiple low service pump failures resulting in low water cutoffs.
6. Repairs to wetwell and screens or sand/zebra mussel removal requiring that wetwells be removed from service, reducing intake capacity.
7. Failure in raw water piping resulting in a loss of one or both of the two 30" raw water line from low lift to Plant.
8. Partial flume structural failures/repairs
9. Basin contamination or failure or loss of a floc drive.
10. Filter maintenance (Planned/Reactionary ) or contamination.
11. Clearwell maintenance (Planned/Reactionary) contamination.
12. Failure of piping system resulting in flooding of pipe galleries or other areas of the Plant
13. Transfer pump failure.
14. High Service pump failures or planned maintenance of such pumps.
15. Power failure which is limited to either the Holland Plant or the Wyoming Plant.
16. Loss of the Holland Plant 4160 transformer.
17. Reclaim failure-limiting our filter backwash holding capacities (NPDES Permit limited to 0.250 mg/day).
18. Plant expansions/construction and tie-ins to the Holland or Wyoming Water Systems.
19. SCADA failure, upgrade, or repair.
20. Loss of personnel due to illness
21. Treatment of chemical contamination due to supply or supplier issues/accidental mixing
22. Chemical systems failures of the Holland Plant or Wyoming Plant.
23. Major Holland Plant or Wyoming Plant fire.

**EXHIBIT B**

**Drawing Depicting Interconnection Points for Holland Main  
and Wyoming Main**

DRAFT - MAY 17, 2005



**Fishbeck, Thompson, Carr & Huber**  
Engineers • Scientists • Architects  
Grand Rapids, Michigan (616) 575-3824

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**CITY OF HOLLAND BPW**  
HOLLAND, MICHIGAN

**INTERCONNECT SCHEMATIC**

PROJECT NO.  
G04687PD

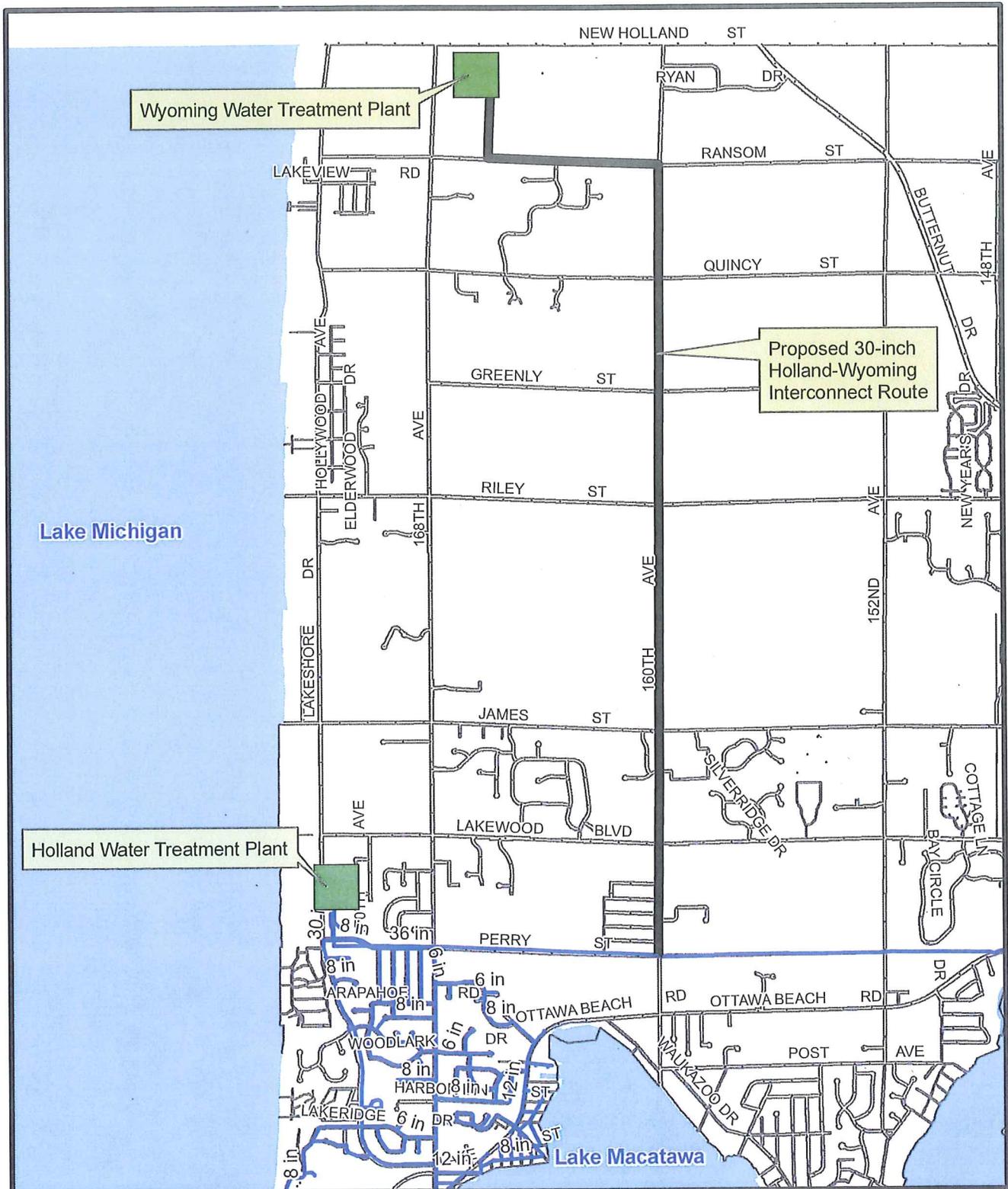
M:\CUSTOM\ACAD2005\STUDIOS\B-88X11.DWG

PLOT INFO: M:\04687\REF\INTERCONNECT SCHEMATIC.DWG DATE: 5/17/2005 TIME: 2:17:28 PM USER: BOV

**EXHIBIT C**

**Description and Depiction of Interconnection Facilities**

# Exhibit C Interconnection Facilities



**EXHIBIT D**

**Hypothetical Debt Service Pro Forma**

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Issue Summary

**Total Issue Sources And Uses**

Dated 07/01/2011 | Delivered 07/01/2011

	Holland Portion	Wyoming Portion	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$3,670,000.00	\$3,240,000.00	\$6,910,000.00
<b>Total Sources</b>	<b>\$3,670,000.00</b>	<b>\$3,240,000.00</b>	<b>\$6,910,000.00</b>
<b>Uses Of Funds</b>			
Costs of Issuance	31,866.86	28,133.14	60,000.00
Deposit to Debt Service Reserve Fund (DSRF)	237,500.00	210,000.00	447,500.00
Deposit to Project Construction Fund	3,000,000.00	3,000,000.00	6,000,000.00
Other Holland Project	400,000.00	-	400,000.00
Rounding Amount	633.14	1,866.86	2,500.00
<b>Total Uses</b>	<b>\$3,670,000.00</b>	<b>\$3,240,000.00</b>	<b>\$6,910,000.00</b>

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Issue Summary

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
07/01/2011	-	-	-	-
07/01/2012	270,000.00	2.500%	172,750.00	442,750.00
07/01/2013	275,000.00	2.500%	166,000.00	441,000.00
07/01/2014	285,000.00	2.500%	159,125.00	444,125.00
07/01/2015	290,000.00	2.500%	152,000.00	442,000.00
07/01/2016	300,000.00	2.500%	144,750.00	444,750.00
07/01/2017	305,000.00	2.500%	137,250.00	442,250.00
07/01/2018	310,000.00	2.500%	129,625.00	439,625.00
07/01/2019	320,000.00	2.500%	121,875.00	441,875.00
07/01/2020	330,000.00	2.500%	113,875.00	443,875.00
07/01/2021	340,000.00	2.500%	105,625.00	445,625.00
07/01/2022	345,000.00	2.500%	97,125.00	442,125.00
07/01/2023	355,000.00	2.500%	88,500.00	443,500.00
07/01/2024	365,000.00	2.500%	79,625.00	444,625.00
07/01/2025	370,000.00	2.500%	70,500.00	440,500.00
07/01/2026	380,000.00	2.500%	61,250.00	441,250.00
07/01/2027	395,000.00	2.500%	51,750.00	446,750.00
07/01/2028	405,000.00	2.500%	41,875.00	446,875.00
07/01/2029	415,000.00	2.500%	31,750.00	446,750.00
07/01/2030	425,000.00	2.500%	21,375.00	446,375.00
07/01/2031	430,000.00	2.500%	10,750.00	440,750.00
<b>Total</b>	<b>\$6,910,000.00</b>	<b>-</b>	<b>\$1,957,375.00</b>	<b>\$8,867,375.00</b>

**Yield Statistics**

Bond Year Dollars	\$78,295.00
Average Life	11.331 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5919179%

**IRS Form 8038**

Net Interest Cost	2.5000000%
Weighted Average Maturity	11.331 Years

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Holland Portion

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+i
07/01/2011	-	-	-	-
07/01/2012	145,000.00	2.500%	91,750.00	236,750.00
07/01/2013	145,000.00	2.500%	88,125.00	233,125.00
07/01/2014	150,000.00	2.500%	84,500.00	234,500.00
07/01/2015	155,000.00	2.500%	80,750.00	235,750.00
07/01/2016	160,000.00	2.500%	76,875.00	236,875.00
07/01/2017	160,000.00	2.500%	72,875.00	232,875.00
07/01/2018	165,000.00	2.500%	68,875.00	233,875.00
07/01/2019	170,000.00	2.500%	64,750.00	234,750.00
07/01/2020	175,000.00	2.500%	60,500.00	235,500.00
07/01/2021	180,000.00	2.500%	56,125.00	236,125.00
07/01/2022	185,000.00	2.500%	51,625.00	236,625.00
07/01/2023	190,000.00	2.500%	47,000.00	237,000.00
07/01/2024	195,000.00	2.500%	42,250.00	237,250.00
07/01/2025	195,000.00	2.500%	37,375.00	232,375.00
07/01/2026	200,000.00	2.500%	32,500.00	232,500.00
07/01/2027	210,000.00	2.500%	27,500.00	237,500.00
07/01/2028	215,000.00	2.500%	22,250.00	237,250.00
07/01/2029	220,000.00	2.500%	16,875.00	236,875.00
07/01/2030	225,000.00	2.500%	11,375.00	236,375.00
07/01/2031	230,000.00	2.500%	5,750.00	235,750.00
<b>Total</b>	<b>\$3,670,000.00</b>	<b>-</b>	<b>\$1,039,625.00</b>	<b>\$4,709,625.00</b>

**Yield Statistics**

Bond Year Dollars	\$41,585.00
Average Life	11.331 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5919162%

**IRS Form 8038**

Net Interest Cost	2.5000000%
Weighted Average Maturity	11.331 Years

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

Preliminary

**CITY OF HOLLAND, OTTAWA AND ALLEGAN COUNTIES, MICHIGAN**

Water Supply System Revenue Bonds, Series 2011A

State Drinking Water Project

Wyoming Portion

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
07/01/2011	-	-	-	-
07/01/2012	125,000.00	2.500%	81,000.00	206,000.00
07/01/2013	130,000.00	2.500%	77,875.00	207,875.00
07/01/2014	135,000.00	2.500%	74,625.00	209,625.00
07/01/2015	135,000.00	2.500%	71,250.00	206,250.00
07/01/2016	140,000.00	2.500%	67,875.00	207,875.00
07/01/2017	145,000.00	2.500%	64,375.00	209,375.00
07/01/2018	145,000.00	2.500%	60,750.00	205,750.00
07/01/2019	150,000.00	2.500%	57,125.00	207,125.00
07/01/2020	155,000.00	2.500%	53,375.00	208,375.00
07/01/2021	160,000.00	2.500%	49,500.00	209,500.00
07/01/2022	160,000.00	2.500%	45,500.00	205,500.00
07/01/2023	165,000.00	2.500%	41,500.00	206,500.00
07/01/2024	170,000.00	2.500%	37,375.00	207,375.00
07/01/2025	175,000.00	2.500%	33,125.00	208,125.00
07/01/2026	180,000.00	2.500%	28,750.00	208,750.00
07/01/2027	185,000.00	2.500%	24,250.00	209,250.00
07/01/2028	190,000.00	2.500%	19,625.00	209,625.00
07/01/2029	195,000.00	2.500%	14,875.00	209,875.00
07/01/2030	200,000.00	2.500%	10,000.00	210,000.00
07/01/2031	200,000.00	2.500%	5,000.00	205,000.00
<b>Total</b>	<b>\$3,240,000.00</b>	<b>-</b>	<b>\$917,750.00</b>	<b>\$4,157,750.00</b>

**Yield Statistics**

Bond Year Dollars	\$36,710.00
Average Life	11.330 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5919199%

**IRS Form 8038**

Net Interest Cost	2.5000000%
Weighted Average Maturity	11.330 Years

Note: The 15% principal forgiveness by the State of Michigan would be applied proportionately between Wyoming and Holland when received.

**EXHIBIT E**

**Operating Procedures**

## Exhibit E

### Holland/Wyoming Interconnect Procedures Valve Operation and Control

It is imperative to maintain the quality of the water in the 30-inch finished water line that connects the Holland and Wyoming Water Treatment Plants. The following is the procedure to be utilized to ensure the highest quality water is maintained in the pipeline. This procedure, with the approval of both parties, may be modified as needed.

1. The valve will be operated at a minimum of once a month. The operation of the valve will be on the first Tuesday of each month unless the first Tuesday is a holiday in which case it would fall to the first business day following the holiday.
2. The operation of the valve and direction of water exchange will alternate between the two treatment plants.
3. The supplying utility will operate the valve during the exchange of water.
4. The supplying utility will notify the receiving utility of their intent to operate the valve.
5. The receiving utility **must** agree to the exchange before the valve is opened.
6. If both plants are in agreement, the valve shall be opened and the flow monitored.
7. The flow through the finished water pipeline shall be of sufficient volume to ensure the water in the line is turned over at a minimum of 2 times. (Approximately 1.8 million gallons)
8. When the desired volume is reached, the valve shall be closed.
9. The supplying utility will notify the receiving utility that the interconnect valve is in the closed position.
10. Record the date, time, and volume of water exchanged.

## Memorandum

---

**TO:** Curtis L. Holt, City Manager

**FROM:** Gerald Caron, Water Treatment Plant Superintendent

**DATE:** March 31, 2011

**RE:** Donald K. Shine Pre-Treatment Facilities Rehabilitation

On March 29, 2011, Wyoming received two bids for the renovation of the slow mix sedimentation basins and water collection system in the North Treatment Facility. This work, which will replace equipment which was installed in the original construction in 1966, was originally part of the Phase 1B contract but was deleted in order to fit the available funding. The two bids are as follows:

Allied Mechanical	\$1,956,400
Franklin Holwerda Co.	\$2,324,740

Last October, we reminded the City Council that our number one priority for any remaining contingency funds was to follow through with the renovation of the original slow mix and sedimentation basins. With the Phase 1B project now completed, there is approximately \$1,745,000 of unused contingency funds available to perform the necessary sedimentation basin work. There is an additional \$360,000 of unused contingency funds from the completed raw water line project which is also available if needed.

The bid specifications were designed to allow up to seven deductions so that the scope of the renovation work could be adjusted to fit the available funds. Our goal is to stay within the remaining contingency amount, yet complete as much of the needed work as possible.

With this in mind, the City Council may consider and choose one of two options. The first option is to utilize only the remaining Phase 1B contingency (\$1,745,000). This can be accomplished by selecting deductions A, C, E, F, and G, which reduces the bid amount to \$1,476,000. The second option is to utilize the remaining Phase 1B contingency and a portion of the remaining raw water line contingency (\$1,900,000). This can be accomplished by selecting deductions C, E, F, and G, which reduces the bid amount to \$1,856,000.

The difference between the two options is \$380,000 for the replacement of the deteriorated effluent troughs. These fiberglass troughs are part of the original plant equipment and are in poor condition. Their replacement could be postponed for a year or two; however, Black & Veatch has informed us that the replacement of these troughs could cost two to three times more if done at a later date. This is because it is much easier for a contractor to access and replace the effluent troughs when all of the sludge handling equipment is out of the way – which will be the

case during this renovation contract.

We recommend that the City Council choose the second option and award a contract to Allied Mechanical Services, Inc. for the renovation of the original slow mix and sedimentation basins, including the replacement of the effluent troughs, in the amount of \$1,885,987. We also recommend that the City Council authorize an amendment to the Black & Veatch contract for construction engineering services in the amount of \$45,000. If the City Council agrees, we will prepare the necessary resolutions for their April 18, 2011 meeting.

Attachments: Black & Veatch – Recommendation of Award  
Black & Veatch – Construction Engineering Services



4 April 2011

City of Wyoming, Michigan  
Donald K. Shine Water Treatment Plant  
Mr. Gerald Caron, Superintendent  
16700 New Holland Street  
Holland, MI 49424

**Subject: Pretreatment Facilities Rehabilitation  
Recommendation of Award**

Dear Jerry,

Bids were received and opened on March 29, 2011 for the Pretreatment Facilities Rehabilitation project for the City of Wyoming Donald K. Shine Water Treatment Plant. Bids were received on a lump sum basis, with six potential alternative bids, related to deletion of base bid contract work. Deductible alternatives are defined below:

- Alternative A: Delete replacement of settling basin effluent troughs
- Alternative B: Delete fabricated stainless steel slide gate
- Alternative C: Delete sludge blanket level sensors
- Alternative D: Not Used
- Alternative E: Delete protective coating in the Drive Pit
- Alternative F: Delete replacement of Drive Pit drain piping
- Alternative G: Delete base bid quantity of concrete restoration over the flocculation basins.

Two bids were received and the results are summarized in the attached table. The bids are ranked based on Total Bid Amount, exclusive of alternatives. Bids are in line with our opinion of probable construction cost, developed prior to the bid opening.

Based on our review of the submitted bids as described, discussions with the apparent low bidder, and review of subcontractor and equipment information from the apparent low bidder, we have validated the bids and are prepared to recommend award of the project. Please note that Allied Mechanical Services listed a potential deduct of \$111,270 for Alternative G. Allied informed us after bidding they misinterpreted this alternative as deletion of all concrete restoration work in the pretreatment basins. They offered a clarification of Alternative G, stating the adjusted value should be a deduct of \$68,270, by applying the listed unit prices to the base bid quantities of the bid items Crack Repair and Surface Repair Greater than 6-inches. We have evaluated and validated their proposed adjustment based on the \$63,270 deduct offered by the second low bidder. We recommend waiving this bid irregularity.



The potential for accepting any of the bid alternatives is contingent upon the ability for savings to be realized by the City by accepting the alternative. After thorough discussion with WTP staff, it has been determined that the best interest of the project is served by accepting the following alternatives, with consideration for one additional alternative due to potential limitations in project funding:

- Alternative C: Delete sludge blanket level sensors. This results in a savings of \$18,443.
- Alternative E: Delete protective coating in drive pit. This results in a savings of \$7,700.
- Alternative F: Delete replacement of drive pit drain piping. This results in a savings of \$6,000.
- Alternative G: Delete base bid amount of concrete restoration over flocculation basins: This results in a savings of \$68,270.

Additional savings may be realized from accepting Alternative A (Deletion of the settling basin effluent troughs). Acceptance of this alternative would result in a savings of \$380,000. However, discussion with bidding contractors and equipment vendors suggest the bid pricing received for the equipment was highly competitive based on the quantity of suppliers offering this equipment. Also, discussion with bidding contractors suggests installation at a later date would result in a significant cost increase because of limited access to the troughs due to new sludge collection equipment and associated basin structural modifications made as part of the Pretreatment Facilities Rehabilitation project. The City will need to weigh these factors in relation to available funding.

Dependent upon final decision of level of funding, we recommend that a contract be awarded for the Pretreatment Facilities Rehabilitation project to Allied Mechanical Services of Hudsonville, Michigan, in the amount of \$1,855,987.00. This amount is based on the scope of the proposed project, accepting the alternatives as described above. However, if funding requires acceptance of Alternative A, we recommend the contract be awarded to Allied Mechanical Services in the amount of \$1,475,987.00.



PAGE 3

CITY OF WYOMING, MI  
MR. GERALD CARON

<4 APRIL 2011>

Conformed contract documents, including copies of the Agreement for execution, will be prepared and distributed to the successful bidder after City approval of the award. Should you have any questions on this information, please contact me at (616) 459-2360.

Very Truly Yours,  
BLACK & VEATCH

A handwritten signature in black ink that reads "David Koch".

David Koch, PE  
Project Director

cc: Bill Dooley, Director of Public Works



&lt;4 APRIL 2011&gt;

<b>Bidder:</b>	Allied Mechanical Services, Hudsonville, MI	Franklin Holwerda Company, Grand Rapids, MI
<b>Prequalified Bidder</b>	Yes	Yes
<b>PreBid Mtg Attendance</b>	Yes	Yes
<b>Bid Amounts</b>		
Base Bid	1,570,000	1,938,340
Owner's Discretionary Allowance	10,000	10,000
Programming Allowance	30,000	30,000
Suction Type Sludge Collection Equipment by MRI	346,400	346,400
<b>Total Bid, excl. Alternatives</b>	1,956,400	2,324,740
Alternative A - Delete Replacement of Effluent Troughs	(380,000)	(450,000)
Alternative B - Delete Fabricated Stainless Steel Slide Gate	(19,000)	(35,000)
Alternative C - Delete Sludge Blanket Level Sensors	(18,443)	(18,500)
Alternative D – Not Used	Not Used	Not Used
Alternative E - Delete Protective Coating in Drive Pit	(7,700)	(7,700)
Alternative F - Delete Replacement of Drive Pit Drain Piping	(6,000)	(2,850)
Alternative G - Delete Concrete Restoration over Floc Basins (SAME AS ALT D)	(111,270) *	(63,270)
<b>Bid Position (as bid)</b>	1	2
Total Bid, excl. Alternatives	1,956,400	2,324,740
<b>Total Bid, Including Recommend Alternatives (C, E, F, G)</b>	<b>1,855,987</b>	<b>2,232,420</b>

\* Allied Deducted their concrete restoration subcontractor's entire contract in Alternative G, which includes \$40/LF \* 1000 LF crack repair and \$60/SF \* 50 SF surface repair. This results in \$68,270 deduct if only deleting base bid vertical overhead repairs (1650 LF over flocculator basins). Allied clarified this line item after the bid opening.

\*\* Allied confirmed listed LF prices apply to SF, 3/29/11.



1 April 2011

City of Wyoming, Michigan  
Donald K. Shine Water Treatment Plant  
Mr. Gerald Caron, Superintendent  
16700 New Holland Street  
Holland, MI 49424

**Subject: Proposal for Pretreatment Facilities Rehabilitation Construction  
Phase Engineering Services**

Dear Jerry,

Black & Veatch is pleased to provide this proposal for providing engineering services for the construction phase of the project for rehabilitation of the existing sedimentation basin facilities at the water treatment plant. This proposal is an update to our November 3, 2010 proposal, revising the scope and associated fee for the construction phase services to be provided by Black & Veatch in support of those services intended to be covered by City staff.

Our proposed scope of services is as follows:

**Construction Phase Services**

The performed services will generally be in accordance with the General Scope of Services for Construction Phase Services utilized as the basis for our current contract, with the following clarifications relating to the proposed task identified in the attachment to this proposal:

Conformed Document Preparation – Following recommendation of award, B&V will prepare the necessary copies of the conformed documents, including preparation of the final Agreement, distribution to the Contractor for execution, and assembly of final documents for final execution by the City. Document copies (Project Manuals and Drawings) will be provided from bid stock. Issuance of Notice of Award, Notice to Proceed, and review of Contractor insurance and bond certificates will be performed by the City.

Meeting Assistance – City staff will lead the preconstruction conference and represent the City at regular progress meetings. B&V will not be required to be in attendance at such meetings. B&V will provide guidance documentation for City use in administering the preconstruction conference.

Submittal and O&M Manual Review – B&V will lead this effort, and coordinate with City staff for input on submittals. Level of effort is estimated based on assumed 15 primary submittals and five supplier O&M manuals. Integration of electronic versions of supplier O&M's to the City's facility e-O&M will be by City staff.



Request for Information (RFI) and Change Order (CO) Administration – City staff will lead and administer the RFI process, with B&V providing an advisory role upon request. Any change orders required to be issued will be developed by City staff, with B&V providing advisory role upon request.

Field Inspection – Primary field inspection services will be provided by City staff. B&V will provide as-needed support to City staff within our authorized level of effort. Level of effort for B&V field inspection support is assumed to be on an as-needed basis in response to the scheduling of key aspects of the construction of the improvements, and is assumed to be required approximately one day in each of nine weeks throughout the duration of the construction (completion dates per Bidding Documents). As part of field inspection duties, the City will be responsible for review and administration of Contractor payment applications. B&V will assist with review and advice on initial submittals of Contractor's schedules (progress, values, and shop drawings).

Training and Start-up Coordination – These efforts will be led by City staff. Assistance as requested will be provided by B&V within the authorized level of effort of our services.

Closeout Assistance – City staff will lead the punch list process and monitor documentation requirements for project completion by the Contractor. B&V will provide limited support as requested.

Construction Record Documents – B&V will prepare record documents of the Project Drawings based on submitted record copies maintained by the Contractor and/or City during the course of the construction project. The final documents will be provided in electronic (PDF and AutoCAD on CD) and hard copy (one mylar set) form.

Project administration and management will be provided for the execution of these services under the direction of our Project Manager Ben Whitehead and Project Director Dave Koch. It is also understood that B&V's scope of services may vary from the assumptions made above; however, the overall level of effort will be managed within the assumed overall level of effort forming the basis of this proposal.

Our proposed level of effort and fee for these services are summarized in the attached table. We propose that this not-to-exceed fee of \$44,816 be paid based on B&V submitted monthly invoices, consistent with procedures in place for current authorizations.



PAGE 3

We appreciate this opportunity to be of continuing service to the City of Wyoming at its Donald K. Shine Water Treatment Plant. Should you have any questions on this proposal, please call me at (616) 459-2360.

CITY OF WYOMING,  
MI  
MR. GERALD CARON

<1 APRIL 2011>

Very Truly Yours,  
BLACK & VEATCH

A handwritten signature in black ink that reads "David Koch".

David Koch, PE  
Project Director





**City of Wyoming WTP**  
**Pretreatment Facilities Rehabilitation**  
**Construction Phase Services**  
**Level of Effort and Proposed Fee**  
**April 1, 2011**



**BLACK & VEATCH**  
 Building a world of difference.

Tasks	Person-Hours										Labor Fee	Expenses (Misc.)	Expenses (Other)	Total Fee			
	PM	PE	S/SE	SE	RE	TE/QC	CAD	Admin	Total								
<b>Construction Phase Assistance</b>																	
001 - General Management and Administration	18								18						\$4,590	\$0	\$4,590
510 - Conformed Document Preparation	2	4							2						\$1,046	\$68	\$1,114
520 - Meeting Assistance		2													\$268	\$17	\$285
530 - Submittal and O&M Review		60	8	20					8						\$12,172	\$816	\$12,988
540 - RF/CO Administration	2	20		12		4									\$5,130	\$323	\$5,453
550 - Field Inspection					88										\$11,792	\$748	\$12,540
560 - Closeout Assistance					8										\$1,072	\$68	\$1,140
570 - Construction Record Documents		8			4					40					\$5,208	\$442	\$5,650
<b>Subtotal - Construction Phase Assistance</b>	<b>22</b>	<b>94</b>	<b>8</b>	<b>32</b>	<b>100</b>	<b>4</b>	<b>40</b>	<b>28</b>	<b>328</b>						<b>\$41,278</b>	<b>\$750</b>	<b>\$44,816</b>
<b>TOTAL</b>	<b>22</b>	<b>94</b>	<b>8</b>	<b>32</b>	<b>100</b>	<b>4</b>	<b>40</b>	<b>28</b>	<b>328</b>						<b>\$41,278</b>	<b>\$750</b>	<b>\$44,816</b>

**LEGEND:**  
 PM - Project Manager (Dave Koch)  
 PE - Project Engineer (Ben Whitehead)  
 S/SE - Senior Support Engineer  
 SE - Support Engineering (Discipline Engineering Support)  
 RE - Resident Engineer  
 TC/QC - Technical Experts/Quality Control Staff (various)  
 CAD - Computer Aided Drafting  
 Admin - Administrative Staff

**Notes**  
 1. Miscellaneous expenses include computer, postage, telephone, reproduction, local travel expenses, and other miscellaneous direct expenses, and are billed at a set rate per labor hour (\$8.50).  
 2. Other Expenses include non-local travel expenses and outside reproduction costs.

## MEMORANDUM

**To:** Curtis L. Holt, City Manager  
**From:** Tom Kent, Deputy Director of Public Works  
**Date:** April 6, 2011  
**RE:** Wastewater/Water Contract Updates

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As you know, we are currently in the process of amending the 2006 Wastewater Disposal Agreement with Byron Township and the Charter Township of Gaines. Concurrently, we are finalizing the necessary contracts and exhibits for adoption of new Water Supply Agreements for these Townships, the City of Kentwood and the City of Grandville. It is our goal to bring all these contract matters to the City Council for approval at one time. At this time, it may be helpful to provide an overview of the progress being made in these matters at the City Council work session scheduled for April 11, 2011. In summary:

1. 2006 Wastewater Disposal Agreement – Representatives from Byron Township and the Charter Township of Gaines have been working with City staff to develop plans to construct a sanitary sewer force-main that would allow Byron Township to transport wastewater flow from the northwestern portion of the Township to the City's wastewater collection system. Implementation of this plan requires an additional Township connection point through the City's existing 24-inch sanitary trunk sewer at a point located along 56<sup>th</sup> Street east of Kenowa Avenue (see attached Exhibit A). Contractually, the addition of a connection point requires City approval and an amendment to Section 5 of the existing wastewater agreement. The First Amendment to the 2006 Wastewater Disposal Agreement (attached) has been prepared to acknowledge City consent of the plan and the Townships' compliance with the contract requirements for the addition of a connection point.
2. 2011 Water Supply Agreements - As an outcome of recent negotiations with Byron-Gaines Township representatives, final versions of the 2011 Water Supply Agreement and the related exhibits are being prepared for review. Since it is our stated goal to maintain uniformity throughout the contracts applied to wholesale customers, these same revisions are being made in the final draft agreements and exhibits with the cities of Kentwood and Grandville. We anticipate final review meetings with all of the wholesale customer representatives with the goal of setting up a schedule for presentation and adoption of these contracts by our City Council and the respective elected bodies of these wholesale customer communities.

As stated earlier, we anticipate bringing these items before the City Council for approval at a later date. This memo and the communication provided to the Council at the work session are intended to provide background information and an update of the progress being made in these matters.

## **FIRST AMENDMENT TO 2006 WASTEWATER DISPOSAL AGREEMENT**

This First Amendment to 2006 Wastewater Disposal Agreement dated \_\_\_\_\_, 2011 (this "Agreement") between the City of Wyoming, a municipal corporation, ("Wyoming"), and the Township of Byron, a Michigan municipal corporation, and the Charter Township of Gaines, a Michigan municipal corporation (collectively the "Townships"), is as follows:

### **Background Recitals**

Wyoming and the Townships are parties to that certain 2006 Wastewater Disposal Agreement dated June 23, 2006 (the "2006 Agreement").

Paragraphs 4 and 5 of the 2006 Agreement provide for further connections to the Wyoming System by the Townships under certain conditions, with the consent of Wyoming, including a requirement that an amendment to the 2006 Agreement provide for such additional connection.

The City and the Townships are entering this Agreement to provide for an additional connection to the Wyoming System.

1. **Compliance with Paragraph 4 of 2006 Agreement for Panhandle Connection.** Wyoming acknowledges and confirms that the Townships have complied with the conditions of paragraph 4 of the 2006 Agreement for an additional connection to the Wyoming system, which connection shall be made to Wyoming's current 24-inch panhandle sewer at a point along 56th Street two-thirds of a mile east of Kenowa Avenue.

2. **Consent of Wyoming to Panhandle Connection.** In accordance with Paragraph 5 of the 2006 Agreement, Wyoming consents to the additional connection to the Wyoming System described in Paragraph 1.

3. **Amendment of Paragraph 5 of 2006 Agreement.** Paragraph 5 of the 2006 Agreement shall be amended to read as follows:

#### **"5. Limitations on Maximum Wastewater Flow.**

(a) **Buck Creek Connection.** The limitation on the maximum wastewater flow from the Townships for this connection shall be established by the physical limitations of the capacity of the Townships' current 42-inch sewer line near Buck Creek that connects to the Wyoming System. The capacity of this sewer is calculated to be 10,000,000 gallons per annual average day. Wastewater received from the City of Kentwood shall be included in this limitation.

(b) **Panhandle Connection.** The limitation on the maximum wastewater flow from the Townships for this connection to Wyoming's current 24-inch panhandle sewer at a point along 56th Street two-thirds of a mile East of Kenowa Avenue, and in the downstream conveyance system in Wyoming, shall be 1,250,000 gallons per annual average day. The balance of the capacity of the 24-inch panhandle sewer and the conveyance system in Wyoming downstream from this point of connection is reserved for use by Wyoming.

(c) **Capacity is Cumulative.** The aggregate capacity for the Townships in the connections described in subparagraphs (a) and (b) above shall be cumulative.

(d) **Additional Connections to Wyoming System.** Upon the consent of Wyoming, additional connections may be made by the Townships in the future meeting the requirements of paragraph 4 of this Agreement. The limitations of maximum flow from the connections shall be established by the physical limitations of the connection based on the calculated annual average day and shall consider the available capacity in the conveyance system in Wyoming downstream from the point of connection.”

4. **Amendment of Exhibit A to 2006 Agreement.** Exhibit A to the 2006 Agreement is hereby amended and replaced in its entirety by the Exhibit A attached to this First Amendment.

5. **Definitions.** Except as defined herein, all capitalized terms used herein shall have the defined meanings set forth in the 2006 Agreement.

6. **Ratification and Confirmation of 2006 Agreement.** In all other respects, the terms and conditions of the 2006 Agreement are hereby ratified and confirmed.

CITY OF WYOMING

By: \_\_\_\_\_  
Jack Poll, Mayor

By: \_\_\_\_\_  
Heidi Isakson, City Clerk

TOWNSHIP OF BYRON

By: \_\_\_\_\_  
Audrey Nevins Weiss, Supervisor

By: \_\_\_\_\_  
Joel Hondorp, Clerk

CHARTER TOWNSHIP OF GAINES

By: \_\_\_\_\_  
Donald R. Hilton, Sr., Supervisor

By: \_\_\_\_\_  
Crystal Osterink, Clerk

EXHIBIT A

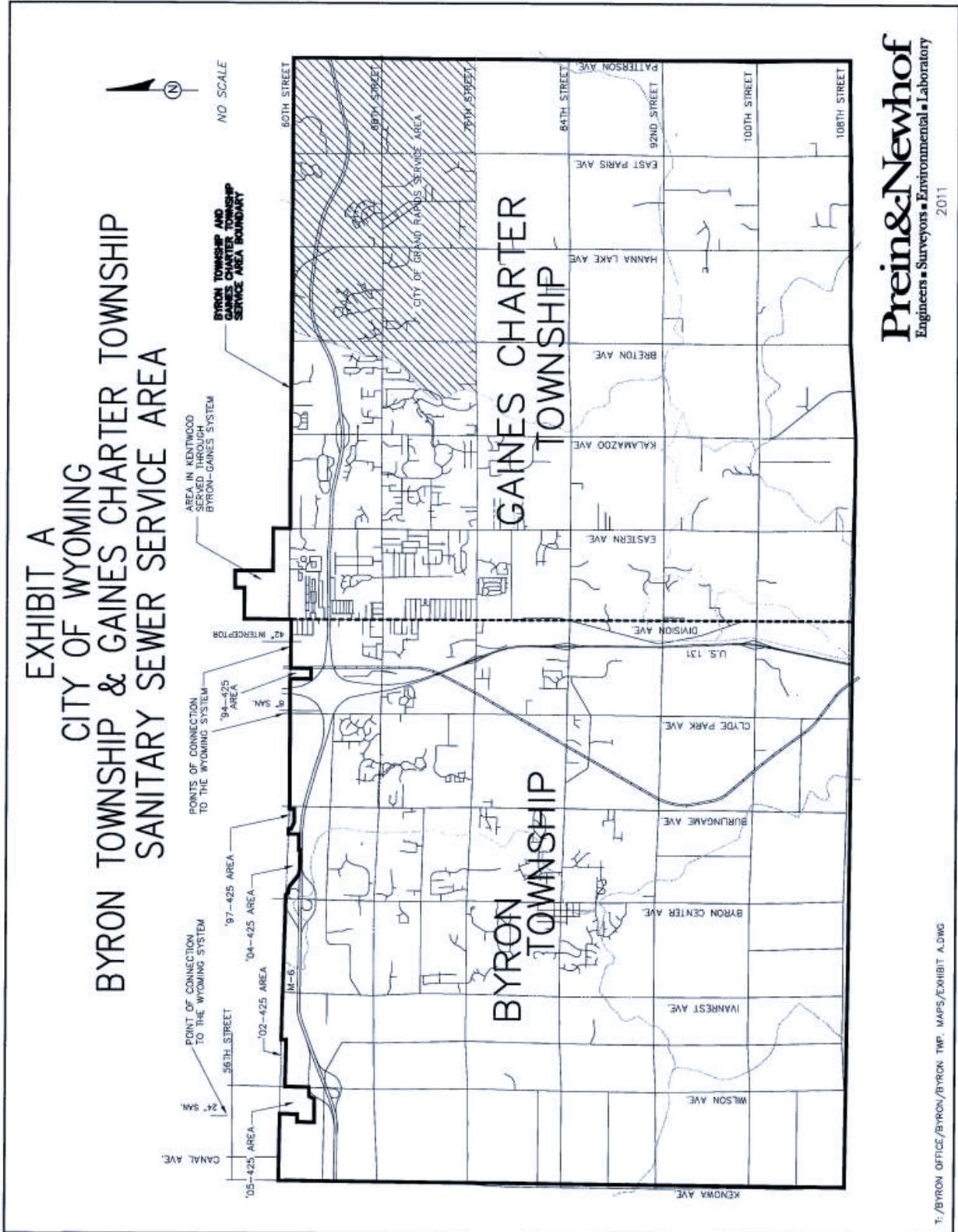


EXHIBIT A  
 CITY OF WYOMING  
 BYRON TOWNSHIP & GAINES CHARTER TOWNSHIP  
 SANITARY SEWER SERVICE AREA

**Prein&Newhof**  
 Engineers • Surveyors • Environmental • Laboratory  
 2011

T:/BYRON OFFICE/BYRON/BYRON TWP. MAPS/EXHIBIT A.DWG

MEMORANDUM

DATE: April 6, 2011  
TO: Curtis L. Holt, City Manager  
FROM: William D. Dooley, Director of Public Works  
SUBJECT: Annual Street and Utility Capital Improvement Program

We are forwarding a draft copy of the 2011 Street and Utility Capital Improvement Program to you for inclusion on the City Council's April 11, 2011 study session.

The most significant change from last year is a proposed millage rate reduction. We are proposing that the millage rate for the Street Sewer Water Improvement millage be reduced from 1.8678 to 1.5678 for the 2012 fiscal year. This 0.3 mil decrease will allow for an equivalent 0.3 mil increase in the Solid Waste millage with no net property tax rate increase to the Wyoming taxpayers. Based upon current taxable values, 0.3 mil will produce approximately \$580,000 in property tax revenue. This additional Solid Fund revenue will be used to finance the collection and disposal of trees, brush, grass clippings, and street cleanings as follows:

• Collection & Disposal of Street Sweepings from Public ROW	\$180,000
• Collection & Disposal of Catch Basin Cleanings from Public ROW	120,000
• Collection & Disposal of Trees and Leaves from Public ROW	170,000
• Disposal of Brush, Leaves, and Grass from Private Property	110,000
	-----
Total	\$580,000

The first three activities were previously financed out of the Major and Local Street Funds. Due to declining motor fuel tax revenues, however, these and other necessary street maintenance activities have been reduced by approximately 20% or \$1.3 million over the past few years. Because these activities are part of Wyoming's NPDES Phase II stormwater permit responsibilities, it is important that Wyoming identify a means of financing these activities.

The impact of the 0.3 mil Street Sewer Water Improvement millage reduction will primarily affect the street resurfacing activities. If Wyoming continues to receive approximately \$1 million in federal funding for street resurfacing each year, we will be able to finance the community's long term resurfacing needs. There are no guarantees, however, as the future of federal funding is somewhat uncertain.

If the City Council agrees with the proposed 2011 Street and Utility Capital Improvement Program, we will prepare a resolution for their approval on April 18, 2011.

Revenues and Expenditures (\$000)

Draft

	Fiscal Year										Total
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19		
<b>REVENUES AND OTHER SOURCES</b>	Fund	CP 2010	CP 2011	CP 2012	CP 2013	CP 2014	CP 2015	CP 2016	CP 2017	CP 2018	
Other Revenue	Millage Rate	1.87	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	
SSWI millage (0.3 mil Reduction)		3,900	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100	28,700
Interest		40	40	40	40	40	40	40	40	40	360
ISTEA Funding (SIP, EDF-C, CMAQ)		0	2,410	1,630	1,400	1,000	1,000	1,000	1,000	1,000	10,440
Federal/State Grants (Bridge, EDF-A)		0	0	600	0	900	0	0	0	0	1,500
Other Revenues		0	0	0	0	0	0	0	0	0	0
Special Assess Bonds		0	0	0	0	0	0	0	0	0	0
City Share LTGO bonds		0	0	0	0	0	0	0	0	0	0
Motor Transportation Fund (MTF) Bonds		0	0	0	0	0	800	100	100	100	1,100
Sewer Revenue Bonds		0	0	0	0	0	600	900	1,400	300	3,200
Water Revenue Bonds		0	0	0	0	0	0	0	0	0	0
Development Fees - Stormwater System		1,402	1,402	1,402	1,402	1,402	1,402	1,372	1,083	642	11,506
Sewer Fund Contribution for debt service		1,067	1,067	1,067	1,067	1,067	1,067	1,037	1,037	1,035	9,508
Water Fund Contribution for debt service		0	0	0	0	0	0	0	0	0	0
Other Financing		0	0	0	0	0	0	0	0	0	0
<b>Total Revenues and Sources</b>		<b>6,408</b>	<b>8,018</b>	<b>7,838</b>	<b>7,008</b>	<b>7,508</b>	<b>8,008</b>	<b>7,549</b>	<b>7,759</b>	<b>6,217</b>	<b>66,313</b>
<b>EXPENDITURES</b>											
Bonding Rate: 6% Bonding Terms: Street 15 years and Sewer / Water 20 years.											
General Fund Operations		720	370	360	440	350	470	450	460	490	0
Administration Fee to General Fund		120	0	0	0	0	0	0	0	0	4,110
Major Streets - MDOT		1,690	3,550	3,350	2,200	3,200	2,000	2,000	2,000	2,000	120
Major Streets		0	0	1,000	1,000	1,000	1,000	1,100	1,400	1,500	21,990
Local Streets		0	0	0	0	450	50	490	0	0	7,800
Stormwater Systems		0	0	0	0	0	800	100	100	100	990
Sanitary Sewer		0	0	0	0	0	600	900	1,400	300	1,100
Water Main		1,471	1,074	727	604	496	418	308	306	306	3,500
Debt Service (Street Projects)		1,402	1,402	1,402	1,402	1,402	1,402	1,372	1,083	642	5,710
Debt Service (Sewer Projects)		1,067	1,067	1,067	1,067	1,067	1,067	1,037	1,037	1,035	11,506
Debt Service (Water Projects)		0	0	0	0	0	0	0	0	0	9,508
<b>Total Expenditures</b>		<b>6,469</b>	<b>7,462</b>	<b>7,905</b>	<b>7,012</b>	<b>7,964</b>	<b>7,806</b>	<b>7,757</b>	<b>7,785</b>	<b>6,173</b>	<b>66,333</b>
Excess, -Deficiency		(61)	556	(67)	(4)	(456)	202	(208)	(26)	44	(20)
Fund		CP 2010	CP 2011	CP 2012	CP 2013	CP 2014	CP 2015	CP 2016	CP 2017	CP 2018	
Fund Balance	100	39	595	528	524	68	270	62	36	80	(20)



CAPITAL IMPROVEMENT PROJECTS

MAJOR STREETS

Project Expenditures (\$000)

Project Number/Title Fund	Fiscal Year										Total
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	CP 2018	
1 Resurfacing (Federal Funding Amount)	1,590	1,100	800	1,000	1,000	1,000	1,000	1,000	1,000	1,000	8,490
2 Box Span Signal Upgrades	100	2,290	1,570	100	100						8,860
3 Intersection Right-turn Lanes		160	80								300
4 Burlingame Bridge over Buck Creek			800								240
5 44th Street, Stafford - Division				2,100							800
6 GM Site Redevelopment					1,200						2,100
											1,200
<b>Fed Resurfacing Funds:</b>											
		FY 2012	1,280	Clyde Park, 28th to 54th							
		(Avail Oct 2011)	530	54th, Clyde Park to Division							
			480	36th, Division to Eastern							
			2,290								
		FY 2013	290	Ivanrest, NCL to 56th							
		(Avail Oct 2012)	570	Division, 28th to 36th							
			710	Division, 44th to 54th							
			1,570								
<i>Note: Resurfacing typically uses the following year money (ie. FY 10-11 in July 2010)</i>											
<b>Fed Intersection Funds:</b>											
		FY 2012	60	54th WB @ Clyde Park							
			60	Burlingame SB @ 44th							
		FY 2013	60	Division SB @ 54th							
TOTALS	1,690	3,550	3,350	2,200	3,200	2,000	2,000	2,000	2,000	2,000	21,990
ISTEA Funding (STP, EDF-C, CMAQ)		2,410	1,630	1,400	1,000	1,000	1,000	1,000	1,000	1,000	10,440
Federal/State Grants (Bridge, EDF-A)			600		900						1,500
Other Revenues											0
Special Assessments											0
City Share LTGO Bonds											0
General Obligation Bonds											0
Revenue Bonds											0
Other Financing											0
City Share Cash	1,690	1,140	1,120	800	1,300	1,000	1,000	1,000	1,000	1,000	10,050

CAPITAL IMPROVEMENT PROJECTS

LOCAL STREETS

Project Expenditures (\$000)

Project Number/Title	Fiscal Year										Total
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	CP 2018	
Fund	CP 2010	CP 2011	CP 2012	CP 2013	CP 2014	CP 2015	CP 2016	CP 2017	CP 2018	CP 2018	
1	Resurfacing	0	0	1,000	1,000	1,000	1,000	1,400	1,300	1,300	7,800
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: 0 auto;"> <p>2007 PCI Unimproved Local Streets:</p> <p>60th St, Kenowa - Canal</p> <p>60th St, Burlingame to Clyde Park (KCRG)</p> <p>Reys Ave, Porter to Chicago Dr.</p> <p>Eden, West of Byron Center</p> <p>Belfield, Martindale - Johanna</p> <p>Martindale, Burton - Belfield</p> <p>Fisher, South of 54th</p> <p>Lee, West of Roys</p> <p>Louisiana, North of 44th</p> <p>Plaster Ck Area, West of Division</p> <p>Hook, North of 28th</p> <p>Leestma, Lee to Chicago Drive</p> <p>Artwerp, South of Burton</p> </div>											
TOTALS	0	0	1,000	1,000	1,000	1,000	1,100	1,400	1,300	1,300	7,800
ISTEA Funding											
Federal/State Grants											
Other Revenues											
Special Assessments											
City Share LIGO Bonds											
General Obligation Bonds											
Revenue Bonds											
Other Financing											
City Share Cash	0	0	1,000	1,000	1,000	1,000	1,100	1,400	1,300	1,300	7,800









CAPITAL IMPROVEMENT PROJECTS

DEBT SERVICE - SANITARY SEWER

Project Expenditures (\$000)

Bond Type: Issue Year: Construction Year	Fiscal Year											Total
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19			
LTGO 1996 (Sewer) 1995 Construction	17	17	17	17	17	17	0	0	0			102
Revenue 1996 (Sewer) 1995 Construction	83	83	83	83	83	83	0	0	0			498
LTGO 1997 (Sewer) 1996 Construction	39	39	39	39	39	39	39	0	0			273
Revenue 1997 (Sewer) 1996 Construction	260	260	260	260	260	260	260	0	0			1,820
LTGO 1998 (Sewer) 1997 Construction	62	62	62	62	62	62	62	62	0			496
Revenue 1998 (Sewer) 1997 Construction	388	388	388	388	388	388	388	388	0			3,104
Revenue 1999 (Sewer) 1998 Construction	66	66	66	66	66	66	66	66	66			594
Revenue 2000 (Sewer) 1999 Construction	38	38	38	38	38	38	38	38	38			342
Revenue 2001 (Sewer) 2000 Construction	5	5	5	5	5	5	5	5	5			45
Revenue 2002 (Sewer) 2001 Construction	39	39	39	39	39	39	39	39	39			351
Revenue 2003 (Sewer) 2002 Construction	61	61	61	61	61	61	61	61	61			549
Revenue 2004 (Sewer) 2003 Construction	26	26	26	26	26	26	26	26	26			234
Revenue 2005 (Sewer) 2004 Construction	81	81	81	81	81	81	81	81	81			729
Revenue 2006 (Sewer) 2005 Construction	84	84	84	84	84	84	84	84	84			756
Revenue 2007 (Sewer) 2006 Construction	46	46	46	46	46	46	46	46	46			414
Revenue 2008 (Sewer) 2007 Construction	4	4	4	4	4	4	4	4	4			36
Revenue 2009 (Sewer) 2008 Construction	94	94	94	94	94	94	94	94	94			846
Revenue 2010 (Sewer) 2009 Construction												
Revenue 2011 (Sewer) 2010 Construction												
Revenue 2012 (Sewer) 2011 Construction												
Revenue 2013 (Sewer) 2012 Construction												
Revenue 2014 (Sewer) 2013 Construction												
Revenue 2015 (Sewer) 2014 Construction												
Revenue 2016 (Sewer) 2015 Construction												
Revenue 2017 (Sewer) 2016 Construction												
Revenue 2018 (Sewer) 2017 Construction												
Revenue 2019 (Sewer) 2018 Construction												
Revenue 2020 (Sewer) 2019 Construction												
Revenue 2021 (Sewer) 2020 Construction												
Bond payment agent fees	9	9	9	9	9	9	9	9	10	10		80
<b>TOTALS</b>	<b>1,402</b>	<b>1,402</b>	<b>1,402</b>	<b>1,402</b>	<b>1,402</b>	<b>1,402</b>	<b>1,372</b>	<b>1,083</b>	<b>642</b>			<b>11,506</b>
Sewer Fund Contribution	1,402	1,402	1,402	1,402	1,402	1,402	1,372	1,083	642			11,506

Assumptions: Sewer Revenue Bonds;  
6% interest over 20 years;  
Uniform Series Factor = .087185

CAPITAL IMPROVEMENT PROJECTS

DEBT SERVICE - WATER

Project Expenditures (\$000)

Bond Type: Issue Year: Construction Year	Fiscal Year										Total
	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19		
LTGO 1996 (Water) 1995 Construction	2	2	2	2	2	2	0	0	0	0	12
Revenue 1996 (Water) 1995 Construction	80	80	80	80	80	80	0	0	0	0	480
LTGO 1997 (Water) 1996 Construction	2	2	2	2	2	2	2	0	0	0	14
Revenue 1997 (Water) 1996 Construction	77	77	77	77	77	77	77	0	0	0	539
LTGO 1998 (Water) 1997 Construction	20	20	20	20	20	20	20	20	0	0	160
Revenue 1998 (Water) 1997 Construction	104	104	104	104	104	104	104	104	0	0	832
Revenue 1999 (Water) 1998 Construction	50	50	50	50	50	50	50	50	50	50	450
Revenue 2000 (Water) 1999 Construction	25	25	25	25	25	25	25	25	25	25	225
Revenue 2001 (Water) 2000 Construction	22	22	22	22	22	22	22	22	22	22	198
Revenue 2002 (Water) 2001 Construction	50	50	50	50	50	50	50	50	50	50	450
Revenue 2003 (Water) 2002 Construction	70	70	70	70	70	70	70	70	70	70	630
Revenue 2004 (Water) 2003 Construction	77	77	77	77	77	77	77	77	77	77	693
Revenue 2005 (Water) 2004 Construction	34	34	34	34	34	34	34	34	34	34	306
Revenue 2006 (Water) 2005 Construction	109	109	109	109	109	109	109	109	109	109	981
Revenue 2007 (Water) 2006 Construction	101	101	101	101	101	101	101	101	101	101	909
Revenue 2008 (Water) 2007 Construction	78	78	78	78	78	78	78	78	78	78	702
Revenue 2009 (Water) 2008 Construction	157	157	157	157	157	157	157	157	157	157	1,413
Revenue 2010 (Water) 2009 Construction											
Revenue 2011 (Water) 2010 Construction											
Revenue 2012 (Water) 2011 Construction											
Revenue 2013 (Water) 2012 Construction											
Revenue 2014 (Water) 2013 Construction											
Revenue 2015 (Water) 2014 Construction											
Revenue 2016 (Water) 2015 Construction											
Revenue 2017 (Water) 2016 Construction											
Revenue 2018 (Water) 2017 Construction											
Revenue 2019 (Water) 2018 Construction											
Revenue 2020 (Water) 2019 Construction											
Revenue 2021 (Water) 2020 Construction											
Bond payment agent fees	9	9	9	9	9	9	9	9	10	10	80
<b>TOTALS</b>	<b>1,067</b>	<b>1,067</b>	<b>1,067</b>	<b>1,067</b>	<b>1,067</b>	<b>1,067</b>	<b>1,037</b>	<b>1,037</b>	<b>1,037</b>	<b>1,035</b>	<b>9,508</b>
Water Fund Contribution	1,067	1,067	1,067	1,067	1,067	1,067	1,037	1,037	1,037	1,035	9,508

Assumptions: Water Revenue Bonds:  
6% interest over 20 years.  
Uniform Series Factor = 0.087185