

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: ILA – Kitsap County - Sanitary Sewer Service

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the City Council: 09/05/2012
- (X) Completion: 12/31/2032
- (X) Recorded: Posted to City Website in lieu of recording

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

Jill A. Boltz
City Clerk

October 18, 2012
Date

Contract for Sanitary Sewer Service

This agreement is entered into between Kitsap County (hereinafter referred to as "the County") and the City of Poulsbo (hereinafter referred to as "the City"), for the purposes hereinafter stated.

Whereas, RCW 36.94.190 and Chapter 39.34 RCW authorize cities and counties to contract with one another for the establishment, maintenance, and operation of sewerage systems, and

Whereas, the County has constructed and currently operates sanitary sewer facilities capable of receiving, carrying, treating, and disposing of sewage produced by the City, and

Whereas, the County and the City have contracted since 1979 for County treatment, and disposal of the City's sanitary sewage under that certain agreement entitled "Contract for Sanitary Sewage Service" and the City's sanitary sewer currently connects to the County's facilities in the vicinity of Johnson Road and SR-305, and

Whereas, the present contract terminated September 30, 2000, and the parties desire to continue to contract for the provision of sanitary sewer service to the City by the County, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Sewerage Facilities.

- A. The County shall plan, construct, reconstruct, operate, and maintain a sanitary sewage system, which shall include treatment facilities, sewer lines and interceptors, pump stations, outfalls, and other necessary appurtenances. This sanitary facility shall be known as the Kitsap County Central Kitsap Wastewater Facility (hereinafter referred to as the "wastewater facility"). The wastewater facility shall be capable of receiving, carrying, treating, and disposing of the sanitary sewage produced by the City in the quantities and of the qualities specified in Section 4 of this document, and shall be constructed and maintained to allow connection by the City at the delivery point specified in Section 3.
- B. The County shall plan, construct, operate and maintain the wastewater facility in a manner that will constitute no unnecessary hazard to the public health, safety, or welfare and in conformance with all applicable federal, state and local laws, rules and regulations as now or hereafter amended.

Section 2. The City's Collection Facilities.

- A. The City shall construct, operate, and maintain a sanitary sewer collection system to the point of delivery specified in Section 3. Such system shall be capable of collecting and delivering the sanitary sewage generated within the City to the said point of delivery.
- B. The City shall plan construct, operate and maintain its sanitary sewer system in such a manner that will constitute no unnecessary hazard to the public health, safety or welfare and in compliance with all applicable federal, state and local laws, rules and regulations as now or hereafter amended.
- C. The County shall not make any connection to Poulsbo's sanitary sewage collection system in order to provide sewage service to areas outside the city limits of the City without the prior written consent of Poulsbo.

Section 3. Delivery and Receipt of Sewage.

- A. The City shall deliver to the County and the County shall receive from the City the sanitary sewage produced by the City. The delivery and receipt shall occur at the metering manhole at a mutually agreed upon point in the immediate vicinity of the intersection of Johnson Road and SR 305.
- B. The City shall notify the County of changes in its Capital Improvement Plan that will result in substantial increases in the quantity of sewage delivered to the County in order that the County may anticipate and plan for this increase.

Section 4. Quantity of Sanitary Sewage.

- A. The County shall make available to the City the capacity to receive, convey, treat and dispose of sanitary sewage from the City's sewer customers in accordance with the Central Kitsap Wastewater Treatment Facilities Plan dated March 2011 and the City of Poulsbo Comprehensive Sanitary Sewer Plan dated September 2008. Said plans are to be reviewed on a periodic schedule, and updates are to be included in this agreement.
- B. In accordance with the terms of prior contracts for sanitary sewer service, the City has made capital contributions to reserve capacity in the Central Kitsap Treatment. As a result of those contributions, the County shall reserve and make available to the City the capacity to receive, carry, treat, and dispose of sanitary sewage in the amount of 0.95 million gallons per day (MGD). Average daily flow shall be computed by dividing the total flow for each month by the number of days in that corresponding month. The flow referred to in this section is that measured at the metering manhole near Johnson Road and SR 305.

Section 5. Ownership of Facilities.

Notwithstanding any payment or capital contribution made by the City, the wastewater facility and all parts thereof constructed, operated, and maintained by the County shall be and remain the property of the County. Notwithstanding any payment or capital contribution made by the County, all sewer service facilities constructed, operated, and maintained by the City shall be and remain the property of the City.

Section 6. Ownership of Reclaimed Water.

The Facilities Plan for the wastewater facility anticipates future capital improvements to produce re-claimed water for potential uses such as re-sale, groundwater recharge, and wetlands enhancement. Any revenues from re-sale, water rights created, or mitigation credits recognized by the County that result from the production and distribution of re-claimed water from the wastewater facility will be shared with the City in the same percentage as the City wastewater flows are of the total flows to the facility.

Section 7. Maintenance, Operation, and Repair Charges.

A. Generally.

1. Maintenance, Operation, and Repair Charges Generally:

Both parties recognize generally that the County will incur operation and maintenance and repair costs in connection with the treatment plant and that portion of the Wastewater facility that is used to transport raw sewage generated by Poulsbo to the treatment plant. The City agrees to pay the proportionate share of these costs allocable to the City based upon the City's flow through the system. The allocable proportion shall be made up of two components: (1) a fixed maintenance and operation component; and (2) a variable maintenance and operation component.

2. Capital Contributions and Bonds:

Both the City and the County anticipate that each may issue bonds in order to make capital contributions for those portions of the Wastewater Facility that each will utilize. Debt service, coverage requirements, principal payments and related fees for bonds issued by the City shall be the sole responsibility of the City. Similarly, debt service, coverage requirements, principal payments and related fees for bonds issued by the County shall be the sole responsibility of the County. No amount for debt service, coverage requirements, principal payments, and/or related fees for County bonds shall be included within or as part of the maintenance and operation costs to be borne by the City, unless specifically agreed upon in writing by both parties as an amendment to this agreement.

B. Fixed Maintenance and Operation Component

1. Treatment Plant Costs:

Fixed maintenance and operation costs shall include all costs of maintaining and operating the wastewater facility, except for those costs included within the variable maintenance and operation component. The fixed maintenance and operation component of treatment plant costs payable by the City is based upon the ratio, which the treatment capacity of the treatment plant reserved for the City (0.95 MGD average daily flow (ADF)) bears to the treatment capacity of the entire wastewater facility (6.0 MGD ADF). Thus the fixed maintenance, operation and replacement component for treatment plant costs payable by the City equals 15.83 percent (0.95 MGD/6.0 MGD). This ratio will be adjusted as changes are made in future years to either the treatment plant capacity reserved for the City or by the rated treatment capacity of the entire plant.

2. Fixed Costs for Transporting Sewage:

The City's proportionate share of the fixed operation, maintenance and replacement costs of that portion of the wastewater facility used to transport raw sewage generated by the City to the treatment plant shall be based upon the ratio which the total daily flow of sewage generated by the City and carried through said facilities bears to the total flow of all sewage carried through said facilities. These ratios will be recalculated each year. Facilities used by the City for transporting sewage, which will be used for determining costs are:

- a. The Johnson Road chlorination station, meter, valve vault and pressure line to Pump Station #16.
 - Current City funding responsibility is 100% for this portion of the system due to the small number of existing connections to the line between Johnson Road and Pump Station #16. Should this number increase above 5% of the total flow in the line, the City's percentage will be adjusted.
- b. Pump Station #16 and pressure line to Pump Station #24.
 - Current City funding responsibility for Pump Station # 16 is 93.6% and pressure line to Pump Station #24 is 79.5%.
- c. Pump Station #24 and pressure line to the treatment plant.
 - Current City funding responsibility for Pump Station #24 and pressure line to the treatment plant is 45.6%.

The fixed and variable costs shall be computed as provided in Section 7,

(E) and (F).

C. Variable Maintenance and Operation Component.

Variable maintenance, operation and replacement costs at the treatment plant consist of the following:

- Sludge and grit processing and disposal
- Chlorination
- Dechlorination
- Utilities for the treatment plant

The variable maintenance and operation component payable by the City is based upon the amount of sewage actually delivered by the City. The City shall pay the proportion of the variable maintenance and operation costs of the treatment plant which is determined by dividing the entire amount of sewage received, treated and disposed of at the treatment plant into the amount of sewage delivered by the City, and then multiplying that figure with the variable maintenance and operation costs for the treatment plant.

D. Billings.

The County shall bill the City for the City's share of maintenance and operation on a monthly basis. The City shall pay such bills within thirty (30) days of receipt thereof and any portion of any bill not so paid shall bear interest at the rate of eight percent (8%) per annum until paid, provided, however, that in the event the City disputes in good faith any portion of any bill, interest shall not be applicable to that portion of the bill, if any, which is ultimately found not to be properly chargeable to the City.

E. Rate Adjustment.

On or before August 5, 2012, and each August 5 thereafter during the term of this Agreement, the County shall estimate the anticipated fixed and variable maintenance and operation costs for the year commencing on the following October 1. The County will consider previous and anticipated maintenance and operation costs, anticipated inflation, and other relevant facts and information. On or before August 5, 2012, and each August 5 thereafter, the County shall submit the rate estimates to the City for review and comment. Thereafter the County shall evaluate the City's comments, if the same are received by September 5, and may, in its discretion, implement such comments into the rate estimates. The rate estimates shall become effective October 1, 2012, and each October 1 thereafter for the term of this Agreement.

F. Overage and Underage.

The intent of this subsection is to require an annual accounting so that amounts paid by the City, which were based upon estimated or declared rates, may be adjusted so that the City pays no more or less than actual costs for maintenance and operation as such costs are subsequently determined. Should the rate or rate estimate declared in this section prove insufficient or in excess of actual costs for maintenance and operation, then, in the case of an insufficiency, the City shall pay a supplementary bill in the appropriate amount, or, in the case of an excess, the County shall allow the City a credit in the appropriate amount. The foregoing adjustment shall occur on or before December 31, 2012, and, thereafter, on or before December 31 of each year during the term of this Agreement. This subsection applies only to the usage of facilities within the agreed to flow limits identified in Section 4 of this document.

G. Measurement of Service.

The quantity of sewage collected by the City and received by the County shall be measured by metering equipment located at the point of delivery and receipt specified in Section 3. The metering equipment shall be of standard design and manufacture and shall be furnished, installed, maintained and read by the County. Initial calibration of the meter shall be performed by manufacturer's representative and the County shall no less than weekly inspect the meter and shall test the metering device no less than annually. The City shall have access to the meter-recording device to obtain data for the maintenance and operation of its sewage collection system and the County operation of its sewage collection system and the County shall furnish the City with a copy of the weekly flow chart, if requested. In the event that any meter fails to correctly measure the quantity of sewage delivered, the quantity of sewage delivered shall be estimated by the County, and the City shall be so advised. An adjustment shall be made if the meter read registers more than plus or minus two percent (2%) of actual volume. If necessary, the County shall make an adjustment in previous billings to reflect the greater or lesser amount of sewage delivered.

Section 8. Capital Improvement Contributions

This section establishes the procedure for the City to share the cost of wastewater facility and conveyance Capital Improvement projects to be constructed by the County.

The City's participation in the capital program will involve 3 techniques:

- Two tiered – System Development Charges
- Prior Capital Costs
- Capital Recovery Charges

A. System Development Charges

New customers in the City will be charged a two tiered system development charge (SDC). The SDC will include the City's portion plus a charge equal to the County's Central Kitsap Treatment Plant Newcomer Assessment. The County portion will be passed through to Kitsap County on a monthly basis. The total SDC charges received by the County for each month will be shown on monthly billing statements it sends to the City as described in section 7.D.

The city may apply the accumulated charges towards its share of capacity projects or treatment upgrades as described in section 8.C.2, or toward additional reserved treatment plant capacity for the City as described in section 16.

B. Prior Capital Costs

Prior Capital Costs incurred by the County for capital projects that serve the City are reconciled with the System Development Charges received from the City as of February 10, 2012 in Exhibit A.

C. Capital Recovery Charges

1. Existing Capital Recovery Charges:

The City has been paying off prior capital charges related to plant upgrades in 1998 on an annual basis. The remaining annual payments are shown in exhibit B. These payments shall be split into twelve monthly payments and added to the monthly billing statement described in section 7.D commencing on January 1, 2013.

2. Future Capital Recovery Charges:

The City agrees to reimburse the County for its proportionate share of all costs associated with the refurbishment, replacement, upgrade, or new facilities that serve the City. These capital costs shall include property acquisition, design, construction, and construction management. The proportionate share shall be the ratio of design flow dedicated to the City as it relates to the total design flow for the capital project. The City shall pay the County its proportionate share starting in the calendar year following completion of the capital project.

The City may pay its proportionate share as a lump sum or as annual payments. Annual payments may be in the form of shared payment of sewer revenue bonds sold by the County. In such a case the City shall pay a proportionate share of the bond principal plus interest payments and set up fees to the County. Any annual payment plan will require an

amendment to this agreement as specified in section 21.

D. Management of Capital Improvement Projects

For the portion of the Wastewater facility that is primarily used to transport raw sewage generated by Poulsbo to the treatment plant (Johnson Road chlorination station, meter, valve vault, pressure line to Pump Station #16, and Pump Station #16, or reconstructed line from Pump Station #16 to Pump Station #67). The County will consult closely with the City on project planning, design, and construction. City elected officials and staff will be invited in County Commissioners' briefings regarding Capital Facilities Plan development prior to final approval by the Commissioner.

Section 9. Repeal of Sewage Agreement.

The City and the County hereby repeal, terminate and declare null and void that certain Agreement entitled "Contract for Sanitary Sewer Service" executed by both parties on November 6, 1995, and amended on June 17, 1996 and February 9, 1998.

Section 10. Term of Agreement.

This Agreement shall be in full force and effect upon execution by both parties, and shall terminate on December 31, 2032. The agreement may be extended upon mutual agreement of both parties.

Section 11. Termination of the Agreement

If either party wishes to terminate the agreement prior to the date specified in section 10, either party may terminate this contract upon five year's written notice to the other

Section 12. Management of Wastewater Facility.

The County shall use reasonable and efficient business judgment in the management, operation, maintenance, and control of the wastewater facility to the end that the City's costs for maintenance and operation will not be unnecessarily increased. Furthermore, the County shall comply with all applicable federal, state and local laws, rules and regulations in the management, operation, maintenance and control of the wastewater facility.

Section 13. Books and Records.

The County shall maintain detailed and sufficient books and records pertaining to the planning, construction, maintenance and operation of the wastewater facility. Furthermore, the County shall develop and maintain detailed and sufficient books and records pertaining to the rates and rate adjustments mention in section 7.E. Each party shall have full and complete access to the books and records of the other at any and all

reasonable times.

Section 14. Delivery and Legal Sewage

The City agrees to deliver only legal and lawful sewage to the County as determined by applicable federal, state and local laws, rules and regulations as now or hereafter amended, including but not limited to, Kitsap County Code 13.12, as now existing or as hereinafter amended or superseded. The County shall take all reasonable measures to insure that no person, firm corporation, governmental entity or other entity discharges or delivers into the Wastewater Facility any unlawful or illegal sewage as such is defined by the preceding sentence.

Section 15. Upgrading Facilities.

Subsequent to the effective date of this contract, should any federal or state law, rule or regulation increase acceptable water quality standards, mandate more costly methods of effluent or sludge treatment, restrict acceptable types or amounts of effluent discharge or sludge disposal, or otherwise make sewage or sludge carriage, treatment or discharge more costly, the parties shall make all reasonable efforts to agree upon a means of upgrading the wastewater facility to meet such new standards, methods or needs; provided, that if either party determines that it is unwilling or unable to participate in or bear the additional costs or expenses which would permit its proportionate share to be upgraded, either party may terminate this contract upon five year's written notice to the other.

Section 16. Increasing Capacity.

Subsequent to the effective date of this contract, should the City desire to increase the capacity reserved to it beyond that mentioned in Section 4, the County shall cooperate with the City in all reasonable ways to make increased capacity available. Such efforts shall include, but are not limited to, the temporary use of capacity legally available to the County, the City reimbursing the County for additional permanent capacity assigned to the City if available at the plant, the use of the County rights of way and property for additional sewerage facilities, concurrence of the County and grant applications by the City and letting construction contracts for additional sewerage facilities. The parties understand that such efforts by the County will not necessarily be free of charge by the County and the City shall agree upon any additional charge for such efforts prior to such efforts being made.

Section 17. Grant Assistance.

The County shall, at the City's request, assist the City in all reasonable ways to obtain grants and other funds from state or federal agencies or departments in order that the City may obtain financial assistance to make improvements to the sewage system presently owned and operated by the City, and in order that the City may obtain financial assistance to defray, in whole or in part, cost incurred as a result of this Agreement and/or costs incurred to construct or maintain any collection facilities

deemed necessary by the City to comply with the terms of this Agreement.

Section 18. Indemnity.

The County shall protect, defend, save harmless and indemnify the City and its officers, agents and employees from and against all claims, suits and actions for all damage, sickness, death or injury arising from the negligent and/or malicious acts or errors or omissions and any willful, wanton, malicious acts or intentional tortuous conduct on the part of the County or its agents and/or employees arising from or in any way related to the operation and/or performance of this agreement. The County further agrees to fully indemnify the City from and against any and all costs including attorney's fees of defending any such claim or demand. Additionally, the County specifically waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify the City extends to any claim, demand, or action brought by or on behalf of any employee of the County, and includes any judgment, award, and cost thereof including attorney's fees incurred. This paragraph shall not apply to damages and claims resulting from the sole negligence of the City.

The City shall protect, defend, save harmless and indemnify the County and its officers, agents, and employees from and against all claims, suits and actions for all damage, sickness, death or injury arising from the negligent and /or malicious acts or errors or omissions and any willful, wanton, malicious or intentional tortuous conduct on the part of the City or its agents and/or employees arising from or in any way related to the operation and/or performance of this agreement. The City further agrees to fully indemnify the County from and against any and all costs including attorney's fees of defending any such claim or demand. Additionally, the City specifically waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify the County extends to any claim, demand, or action brought by or on behalf of any employee of the City, and includes any judgment, award, and cost thereof including attorney's fees incurred. This paragraph shall not apply to damages and claims resulting from the sole negligence of the County.

Section 19. Notices.

All communications, notices, bills and other correspondence regarding this contract shall be addressed as follows:

The City: City of Poulsbo
200 NE Moe St.
Poulsbo, WA 98370

The County: Kitsap County Public Works Department
614 Division Street MS 26
Port Orchard, WA 98366

Section 20. Entire Agreement.

This Agreement constitutes the entire understanding between the parties and no other agreement, oral or otherwise, shall be deemed to exist with respect to the subject matter herein.

Section 21. Modifications.

Either party may request modifications to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendment to this contract.

Section 22. Assignments and Subcontract.


The County shall not assign or subcontract, to any person or entity, any of the services contemplated by this contract without the City's written consent.

Section 23. Applicable Law - Venue.

This contract shall be governed and construed in accordance with the laws of the State of Washington and, in the event of a dispute, the venue of any action brought hereunder shall be in Kitsap County, Washington.

DATED this 5TH day of SEPTEMBER, 2012.

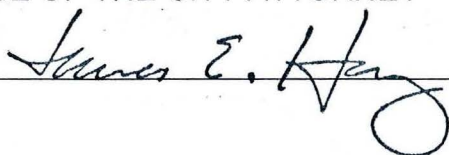
CITY OF POUSLBO:


REBECCA ERICKSON, MAYOR

ATTEST/AUTHENTICATED:


CITY CLERK, JILL BOLTZ

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 

DATED this 8th day of October, 2012.

KC-146-12

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Robert Gelder

ROBERT GELDER, Chair

NOT PRESENT

JOSH BROWN, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

Exhibit A: Reconciliation of City Sewer Development Charges Paid by City to County and Prior Capital Charges
Owed by City to County

City Sewer Development Charges Received by County as of 6/30/12		\$3,009,035.00
City 1999 Bond Payments (see Exhibit B)	2005	\$135,464.43
Payments necessary to bring City current	2006	\$134,926.21
	2007	\$135,009.32
	2008	\$134,884.26
	2009	\$135,376.97
	2010	\$134,867.25
	2011	\$133,306.41
	2012	\$132,659.36
 City Share of Replaced Headworks (06/30/12)		
\$16,645,410	8.6%	\$1,424,607.2
 8.6% for Headworks based on 0.95 MGD capacity for City vs. 11.1 MGD Design basis for Headworks		
 Poulsbo Sewer Development Charge Balance as of 6/30/12		 \$507,933.62

Exhibit B: 1999 Shared Bond Repayment Schedule

<u>BOND ISSUE</u>	<u>-</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>DEBT TOTAL</u>	<u>POULSBO SHARE @ 15.83%</u>	<u>ANNUAL POULSBO SHARE</u>
4141 SEW REV 99	6/1/2005	-	197,872.50	197,872.50	31,323.22	<u>2005</u>
4141 SEW REV 99	12/1/2005	460,000.00	197,872.50	657,872.50	104,141.22	135,464.43
4141 SEW REV 99	6/1/2006	-	188,672.50	188,672.50	29,866.86	<u>2006</u>
4141 SEW REV 99	12/1/2006	475,000.00	188,672.50	663,672.50	105,059.36	134,926.21
4141 SEW REV 99	6/1/2007	-	178,935.00	178,935.00	28,325.41	<u>2007</u>
4141 SEW REV 99	12/1/2007	495,000.00	178,935.00	673,935.00	106,683.91	135,009.32
4141 SEW REV 99	6/1/2008	-	168,540.00	168,540.00	26,679.88	<u>2008</u>
4141 SEW REV 99	12/1/2008	515,000.00	168,540.00	683,540.00	108,204.38	134,884.26
4141 SEW REV 99	6/1/2009	-	157,596.25	157,596.25	24,947.49	<u>2009</u>
4141 SEW REV 99	12/1/2009	540,000.00	157,596.25	697,596.25	110,429.49	135,376.97
4141 SEW REV 99	6/1/2010	-	145,986.25	145,986.25	23,109.62	<u>2010</u>
4141 SEW REV 99	12/1/2010	560,000.00	145,986.25	705,986.25	111,757.62	134,867.25
4141 SEW REV 99	6/1/2011	-	133,666.25	133,666.25		
4141 SEW REV 99	12/1/2011	585,000.00	133,666.25	718,666.25		
4141 SEW REV 99	6/1/2012	-	120,503.75	120,503.75		
4141 SEW REV 99	12/1/2012	610,000.00	120,503.75	730,503.75		
4141 SEW REV 99	6/1/2013	-	106,473.75	106,473.75		
4141 SEW REV 99	12/1/2013	640,000.00	106,473.75	746,473.75		
4141 SEW REV 99	6/1/2014	-	91,433.75	91,433.75		
4141 SEW REV 99	12/1/2014	670,000.00	91,433.75	761,433.75		
4141 SEW REV 99	6/1/2015	-	75,521.25	75,521.25		
4141 SEW REV 99	12/1/2015	705,000.00	75,521.25	780,521.25		
4141 SEW REV 99	6/1/2016	-	58,425.00	58,425.00		
4141 SEW REV 99	12/1/2016	735,000.00	58,425.00	793,425.00		
4141 SEW REV 99	6/1/2017	-	40,417.50	40,417.50		
4141 SEW REV 99	12/1/2017	775,000.00	40,417.50	815,417.50		
4141 SEW REV 99	6/1/2018	-	20,655.00	20,655.00		
4141 SEW REV 99	12/1/2018	810,000.00	20,655.00	830,655.00		

1999 Sewer Revenue Bonds Refunded as 2010 Series A in 2010

2010 SERIES A	6/1/2011		85,700.00	85,700.00	13,566.31	<u>2011</u>
2010 SERIES A	12/1/2011	660,000.00	96,412.50	756,412.50	119,740.10	133,306.41
2010 SERIES A	6/1/2012		86,512.50	86,512.50	13,694.93	<u>2012</u>
2010 SERIES A	12/1/2012	665,000.00	86,512.50	751,512.50	118,964.43	132,659.36
2010 SERIES A	6/1/2013		76,537.50	76,537.50	12,115.89	<u>2013</u>
2010 SERIES A	12/1/2013	685,000.00	76,537.50	761,537.50	120,551.39	132,667.27
2010 SERIES A	6/1/2014		66,262.50	66,262.50	10,489.35	<u>2014</u>
2010 SERIES A	12/1/2014	705,000.00	66,262.50	771,262.50	122,090.85	132,580.21
2010 SERIES A	6/1/2015		55,687.50	55,687.50	8,815.33	<u>2015</u>
2010 SERIES A	12/1/2015	730,000.00	55,687.50	785,687.50	124,374.33	133,189.66
2010 SERIES A	6/1/2016		44,737.50	44,737.50	7,081.95	<u>2016</u>
2010 SERIES A	12/1/2016	745,000.00	44,737.50	789,737.50	125,015.45	132,097.39
2010 SERIES A	6/1/2017		31,700.00	31,700.00	5,018.11	<u>2017</u>
2010 SERIES A	12/1/2017	780,000.00	31,700.00	811,700.00	128,492.11	133,510.22
2010 SERIES A	6/1/2018		16,100.00	16,100.00	2,548.63	<u>2018</u>
2010 SERIES A	12/1/2018	805,000.00	16,100.00	821,100.00	129,980.13	132,528.76

Exhibit B: 1999 Shared Bond Repayment Schedule

City will begin payments on January 1, 2013 for totals listed for 2013 through 2018 per contract sections 8b, 8c1 and Exhibit A