## CITY OF BRANDENBURG WASTEWATER TREATMENT PLANT PUBLIC-PRIVATE PARTNERSHIP REQUEST FOR PROPOSALS

#### **Mandatory Pre-Proposal Meeting and Site Visit**

March 16, 2020 10:00 a.m. – 4:00 p.m. Eastern Time Brandenburg City Hall 737 High Street Brandenburg, KY 40108 Phone: (270) 422-4981

> **Proposal Due Dates** April 17, 2020, 3:00 p.m. Eastern Time

#### **Proposal Delivery Address**

Brandenburg City Hall C/O/ Brandenburg WWTP RFP 737 High Street Brandenburg, KY 40108 Phone: (270) 422-4981

#### **RFP Point of Contact**

Mayor Ronnie Joyner Email: <u>BrandenburgRFP@gmail.com</u>

#### TABLE OF CONTENTS

| SECTION I: PROJECT OVERVIEW   |
|---|
| 1.1. General Request  |
| 1.2. Project Background   |
| 1.3. Brandenburg's Objectives 4                                     |
| 1.4. RFP Shared with Commonwealth Agencies5                         |
| SECTION II: PROJECT SPECIFICATIONS                                  |
| 2.1. Scope of the Project   |
| 2.1.1. Design-Build Components 5                                    |
| 2.1.2. Finance Component  |
| 2.1.3. Optional Components  |
| 2.2. Duties and Responsibilities of the Private Partner             |
| 2.3. Methods of Oversight to be Employed by Brandenburg7            |
| 2.4. Duties and Responsibilities of the City7                       |
| SECTION III: SELECTION AND EVALUATION PROCESS                       |
| 3.1. Process Overview   |
| 3.2. Initial Review   |
| 3.3. Evaluation   |
| 3.4. Selection of Private Partner                                   |
| 3.5. Evaluation Criteria  |
| 3.5.1. Criteria for Design-Build Components and Optional Components |
| 3.5.2. Criteria for Financing Component9                            |
| 3.6. Small Business Preference                                      |
| 3.7. Reciprocal Resident Bidder Preference10                        |
| 3.8. Qualified Bidder Preference                                    |
| 3.9. No Contract Guaranteed 10                                      |
| 3.10. Local Government P3 Board Review                              |
| 3.11. Legislative Approval Required10                               |
| SECTION IV: SUBMISSION PROCESS 11                                   |
| 4.1. Proposal Contents 11   |

|     | 4.1.1. Private Partner Information                         | 11 |
|-----|--|----|
|     | 4.1.2. Private Partner Team Members                        | 11 |
|     | 4.1.3. Experience and References                           | 11 |
|     | 4.1.4. Financial History                                   | 12 |
|     | 4.1.5. Financial Statements                                | 12 |
|     | 4.1.6. Proposal Description                                | 12 |
|     | 4.1.7. Design Elements/Architectural Renderings            | 12 |
|     | 4.1.8. Timeline  | 13 |
|     | 4.1.9. Budget  | 13 |
| 4   | .2. Proprietary or Confidential Documents or Trade Secrets | 13 |
| 4   | .3. Distribution of Responses                              | 13 |
| 4   | .4. Disposition of Proposals                               | 13 |
| 4   | .5. Restrictions on Communications                         | 13 |
| 4   | .6. Anticipated Schedule                                   | 13 |
| 4   | .7. Mandatory Pre-Proposal Meeting                         | 14 |
| 4   | .8. Written Questions Regarding this RFP                   | 14 |
| 4   | .9. Access to Solicitation, RFP, and Addenda               | 14 |
| 4   | .10. Acknowledgment of Addenda                             | 14 |
| SEC | TION V: REQUIRED CONTRACT TERMS                            | 15 |
| 5   | .1. Contract Components and Order of Precedence            | 15 |
| 5   | .2. Final Agreement  | 15 |
| 5   | .3. Contract Provisions                                    | 15 |
| 5   | .4. Modifications and Waivers                              | 15 |
| 5   | .5. Changes in Scope                                       | 15 |
| 5   | .6. Contract Conformance                                   | 16 |
| 5   | .7. Assignment   | 16 |
| 5   | .8. Conformance with Laws and Regulations                  | 16 |

#### SECTION I: PROJECT OVERVIEW

#### 1.1. General Request

The City of Brandenburg ("Brandenburg" or "the City") is accepting proposals ("Proposals") to enter into a public-private partnership ("P3") agreement ("P3 Agreement" or "Project") for the following Project components: (1) design and build a new wastewater treatment plant ("WWTP"), demolish and remove the existing WWTP, renovate a pump station, and potentially operate and maintain the plant per the specifications outlined below, (2) finance the Project, or (3) potentially replace approximately 45,000 feet of clay tile piping, potentially maintain the entire wastewater treatment system, or any other innovative proposals to meet Brandenburg's wastewater needs. Respondents ("Respondents" or "Private Partners") may submit Proposals to some or all of these components.

#### 1.2. Project Background

Nucor Corporation is constructing a new \$1.3 Billion steel facility in the same location as Brandenburg's current WWTP. Brandenburg must construct a new WWTP and demolish the old WWTP before Nucor completes construction of its facility. Moreover, Nucor's facility is expected to directly support over 400 jobs with average salaries of approximately \$72,0000/year, not including any additional jobs created by businesses supporting the new facility. As such, Brandenburg expects a need for expanded capacity in its new WWTP.

Additionally, the WWTP's primary pump station's electrical equipment is currently located in a 100-year flood plain. Brandenburg requires a solution to protect that equipment.

Finally, Brandenburg is interested in replacing its WWTP's approximately 45,000 feet of clay tile piping with a more sustainable solution.

Brandenburg and Meade County have an interlocal agreement to share the costs associated with this Project.

#### **1.3. Brandenburg's Objectives**

1.3.1. <u>Single Point of Accountability</u>: To have the Private Partner provide the City with a single point of contract accountability for design, construction, commissioning and Project performance. The single point of accountability is responsible for providing the City with complete resolutions to design, construction, operations, and maintenance issues that may arise during all phases of Project execution.

1.3.2. <u>Quality Design and Construction</u>: Provide facilities and equipment that will be sustainable and will be in full compliance with state and federal regulations and contractual standards as set herein.

1.3.3. <u>Guaranteed Project Cost</u>: All costs associated with this Project must be fixed and guaranteed over the life of the P3 Agreement.

1.3.4. <u>Streamlined Project Schedule</u>: Complete the design, construction, and performance testing of the WWTP without disrupting Nucor's construction timeline.

1.3.5. <u>Minimizing Risk for Change Orders</u>: Achieve an optimal balance of risk allocation between the City and the Private Partner and manage risks to reduce the likelihood of change orders.

1.3.6. <u>Selection of Qualified Design-Builder</u>: Selection of an experienced Design-Build Private Partner that understands the City's objectives, has experience in the design-build marketplace, and can quickly design and construct the Project to or under budget.

1.3.7. <u>Collaboration with Design Elements</u>: Review and participate with Private Partner's selection of design elements that will minimize overall future operational concerns and maintenance costs.

1.3.8. <u>Innovative Solutions</u>: Select a Private Partner that can develop and implement innovative solutions for accelerated Project scheduling, maximum cost control, improved constructability and minimization of operations and maintenance costs to ensure the Project is completed on time and under budget.

#### 1.4. RFP Shared with Commonwealth Agencies

Copies of this RFP will be submitted to the Commonwealth of Kentucky's Finance and Administration Cabinet and the Department of Local Government in accordance with KRS 65.028(9).

#### SECTION II: PROJECT SPECIFICATIONS

#### 2.1. Scope of the Project

The City is accepting separate Proposals for (1) the design-build components of the Project, (2) financing the Project, or (3) several optional components. Respondents can respond to some or all of the components of the Project outlined below. Respondents can form their own Private Partner Teams to address these components or, alternatively, the City can accept components from multiple Respondents to form the Private Partner Team. The City reserves the right to accept some components of a Proposal while rejecting others.

#### 2.1.1. Design-Build Components

The City is accepting Proposals addressing the following design-build requirements:

2.1.1.1. Design and build a new WWTP with a design capacity of 0.5 million gallons per day located within the fenced-in portion of the current WWTP site at approximately 38° 0'10.58"N & 86° 8'51.87"W, as depicted in Attachment A (New WWTP Site Map). The new plant must utilize the same discharge pipes and outfall in the Ohio River as the current site as outlined in Attachment B (Discharge Map). The outfall must meet the discharge standards in Attachment C (Preliminary Limits Letter). The City's flow rates for 2019 are attached in Attachment D (2019 Flow Rates).

2.1.1.2. Once the new WWTP is operational, the Private Partner must demolish and remove the existing WWTP from the site in order to provide Nucor with land suitable for construction.

2.1.1.3. The Private Partner must protect the primary pump station's electrical equipment from the risk of flooding. The pump station is located at approximately 38°00'17.0424"N & 86°09'56.57"W. Pictures of the pump station's electrical equipment are included in Attachment E (Pump Station Pictures).

2.1.1.4. Optional: The City will consider Proposals to operate and/or maintain the WWTP. As background, the City has two Public Works employees currently operating the WWTP.

2.1.1.5. Some public financing options, to include Kentucky Infrastructure Authority funds, have conditions that impact project costs and timelines, such as requiring projects comply with American Iron and Steel and Davis-Bacon wage requirements, among other requirements. Respondents should indicate the differences in the Project's costs and timeline if the City were to utilize private financing options instead of public financing options for this Project.

2.1.1.6. The Private Partner will be responsible for paying a 1% administration fee to offset the City's expenses for the professional services associated with this Project at financial closing.

2.1.1.7. The Private Partner must pay for a feasibility study that addresses all requirements in 200 KAR 5:355(2)(2). The City retains final approval authority over which entity conducts the study. The study must be complete within 14 days after negotiations are completed.

#### 2.1.2. Finance Component

The City is accepting Proposals to finance the Project. The City retains the right to substitute its own financing options while accepting the remainder of the Respondent's Proposal.

Brandenburg's collections of sewer payments for 2019 are attached in Attachment F (2019 Sewer Collections).

#### 2.1.3. Optional Components

The City is willing to entertain Proposals that address the following elements:

2.1.3.1. Replacing approximately 45,000 feet of clay tile piping.

2.1.3.2. Maintaining the entire wastewater system.

2.1.3.3. Other innovative solutions to meet the wastewater needs of the City.

#### 2.2. Duties and Responsibilities of the Private Partner

The Private Partner will engage in the following duties and responsibilities, as applicable to the components agreed to by the parties:

2.2.1. Procure any required permits in coordination with the City and meet any other state or federal requirements. The Private Partner shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed. The contractor

shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required. The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Private Partner.

2.2.2. Provide performance and payment bonds on the design and construction portions of the agreement as required under KRS 45A.435 and KRS 65.028(5)(b).

2.2.3. Provide maintenance bonds, warranties, guarantees, and letters of credit in connection with the Private Partner's activities in the forms and amounts satisfactory to the City, as required under KRS 65.028(5)(b).

2.2.4. Provide City with access to the Private Partner's personnel, documents, and the Project sites for the purpose of monitoring construction progress and operational and maintenance performance, as agreed to be the parties and required under KRS 65.028(5)(d).

2.2.5. Maintain public liability insurance or self-insurance in a form and amount satisfactory to the City and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the Project, as required under KRS 65.028(5)(e).

2.2.6. Respond to contractual operational or maintenance requests within an agreed upon time.

2.2.7. Participate in scheduled reviews of the Project's performance with the City and its designees.

2.2.8. Reasonably respond to the City's requests for information on the Project's status.

2.2.9. The Private Partner will be responsible for training the City Public Works employees on any new technology introduced in the Project at no additional cost to the City.

#### **2.3.** Methods of Oversight to be Employed by Brandenburg

2.3.1. City employees, representatives, and other designees, to include outside consultants, will monitor the Project's progress and performance.

2.3.2. The City will request information from the Private Partners, inspect the Project sites, and interview personnel as necessary to ensure the Private Partner is meeting its obligations.

2.3.3. The City will hold regularly scheduled reviews of the Project's performance with the Private Partner.

#### **2.4.** Duties and Responsibilities of the City

The City will assume the following duties and responsibilities:

2.4.1. Oversee the Project as outlined in Section 2.3.

2.4.2. Coordinate with the Private Partner to apply for and secure any necessary permits or meet any other state or federal requirements.

2.4.3. Reasonably provide information as necessary for the Private Partner to meet its duties and responsibilities in Section 2.2 and the P3 Agreement.

#### SECTION III: SELECTION AND EVALUATION PROCESS

#### **3.1.** Process Overview

Respondents are asked to submit a detailed response to the RFP outlining their Proposal, along with specific information on their experience in operating similar projects and the expected elements of their development team.

It is anticipated that upon receiving the RFP responses, the City's Selection Committee will review submissions and select a set of finalists for competitive negotiations based upon best value, determined by the extent to which those submissions meet the standards and qualifications contained in the Evaluation Criteria. At the conclusion of that process, the Selection Committee will recommend one of the finalists or multiple finalists as the Private Partner(s) for this Project.

#### 3.2. Initial Review

The Selection Committee will conduct an initial review of all submittals received for completeness. Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if it is incomplete, contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the Proposal. Proposals, which contain false or misleading statements, may be rejected. If, in the opinion of the City and Selection Committee, such information was intended to mislead the Selection Committee in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The Selection Committee also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in the City's best interest. Such waiver shall in no way modify the RFP requirements or excuse the Respondent(s) from full compliance with the RFP and applicable law. Statements made by a potential Private Partner shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The Respondent, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate. Costs for developing Proposals or in connection with any interview or negotiation related to this RFP are entirely the responsibility of the Respondent and shall not be chargeable to the City.

#### 3.3. Evaluation

The City's Selection Committee will evaluate complete submittals based on the evaluation criteria, the small business preference, the reciprocal preference for resident bidders, and the qualified bidder preference, as outlined below. The Selection Committee will then select the

highest ranked Respondents to interview. The City reserves the right to request additional information from Respondents and may elect to visit Respondents' completed projects.

#### 3.4. Selection of Private Partner

Following the interviews, the Selection Committee will recommend to the City the Respondent(s) for competitive negotiations. The City will select the final Proposal(s) that is most advantageous to the City.

#### 3.5. Evaluation Criteria

#### 3.5.1. Criteria for Design-Build Components and Optional Components

The City will rely on the following criteria and corresponding weights to evaluate Proposals addressing the design-build and optional components:

| <u>Criteria</u>               | Maximum Points Possible |
|-------------------------------|-------------------------|
| Private Partner Expertise and | 150                     |
| Experience                    |                         |
| Technical Proposal/ Work Plan | 250                     |
| Maximum Points Possible       | 400                     |

#### 3.5.1.2. Cost Proposal Evaluation

| <u>Criteria</u>            | Maximum Points Possible |
|----------------------------|-------------------------|
| Proposed Cost of Solutions | 400                     |
| Maximum Points Possible    | 400                     |

#### 3.5.1.3. Oral Presentation

| Criteria                | Maximum Points Possible |
|-------------------------|-------------------------|
| Presentation            | 200                     |
| Maximum Points Possible | 200                     |

#### 3.5.1.4. Total Proposal Evaluation

| <u>Criteria</u>         | Maximum Points Possible |
|-------------------------|-------------------------|
| Technical Proposal      | 400                     |
| Cost Proposal           | 400                     |
| Oral Presentation       | 200                     |
| Maximum Points Possible | 1000                    |

#### 3.5.2. Criteria for Financing Component

The City will rely on the following criteria and weight to evaluate Proposals for the financing component:

#### 3.5.2.1. Financial Proposal Evaluation

| <u>Criteria</u>         | Maximum Points Possible |
|-------------------------|-------------------------|
| Financial Terms         | 1000                    |
| Maximum Points Possible | 1000                    |

#### **3.6. Small Business Preference**

Preference will be given to a plan that includes the involvement of small businesses as subcontractors, to the extent that small businesses can provide services in a competitive manner, unless any preference interferes with the qualification for funds, as required under KRS 65.028(5)(k). Proposals must include a statement explaining the involvement of small businesses in the delivery of the Project or lack thereof.

#### 3.7. Reciprocal Resident Bidder Preference

If the Selection Committee awards the same score to a resident bidder and a nonresident bidder, preference shall be given to the resident bidder, as required under KRS 65.027(2), KRS 45A.490 to 45A.494, and 200 KAR 5:400. Any Respondent claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2).

#### **3.8. Qualified Bidder Preference**

Preference shall be given to qualified bidders, as required under KRS 45A.470. Any Respondent claiming qualified bidder status shall submit a notarized affidavit that affirms that it meets the criteria.

#### 3.9. No Contract Guaranteed

Brandenburg reserves the right to request necessary modifications, reject all Proposals, reject any Proposal that does not meet any mandatory requirements under this RFP or applicable law, or cancel this process at any time prior to execution of the P3 Agreement, according to the best interests of the City.

#### **3.10. Local Government P3 Board Review**

The Commonwealth of Kentucky's Local Government P3 Board must review and approve any P3 Agreement with a total contractual value that exceeds 30% of Brandenburg's general fund revenues received in the previous year. The Local Government P3 Board is required to follow the procedures in KRS 65.028(12).

#### 3.11. Legislative Approval Required

A contract will only take effect if approved by the Local Government P3 Board and executed by the Brandenburg City Council.

#### SECTION IV: SUBMISSION PROCESS

#### 4.1. Proposal Contents

Proposals should be prepared in such a way as to provide a straightforward, concise presentation adequate to satisfy the requirements of this RFP. Emphasis should be concentrated on completeness and clarity. Respondents must sign and submit complete packages including the following in the order indicated to be considered:

- 1. Cover Letter
- 2. Private Partner Information
- 3. Private Partner Team Members
- 4. Experience and References
- 5. Financial History
- 6. Financial Statements
- 7. Proposal Description
- 8. Design Elements/Preliminary Architectural Renderings
- 9. Timeline
- 10. Budget

#### 4.1.1. Private Partner Information

Include a summary statement highlighting the Respondent's respective key qualifications and experience.

Clearly identify the proposed Private Partner Team members and their respective roles and the individual team members to be dedicated to the Project. Identify the principal point of contact/Project manager who will be authorized to make representations on behalf of the Respondent.

#### 4.1.2. Private Partner Team Members

Identify the Private Partner entity, each member of the Private Partner entity, each member's percentage of ownership of the Private Partner entity, each member's respective roles and responsibilities, mission statements, and the individual who represents each member. Indicate the managing member of the Private Partner, the financial partner, etc.

Provide an organizational chart that illustrates the members of the Private Partner entity.

Identify the person who will represent the Private Partner in meetings with the Public Parties, Shareholders, and the community, and provide description of position within the Private Partner Team.

Identify professional consultants, to the extent they are known at the time of submission, collaborating with the Private Partner Team.

#### 4.1.3. Experience and References

Provide a description of projects that highlight the Private Partner Team's experience in comparable or analogous projects. Selected projects should include photographs to best

communicate the project vision. Please list references familiar with Private Partner's work.

Provide at least three (3) references, within the past five (5) years/seasons, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients. Negative references may result in a reduction of points to Proposals.

#### 4.1.4. Financial History

Indicate whether any member of the Private Partner Team or any partnership, joint venture, and/or LLC has ever declared bankruptcy or participated in a restructuring of debt commitments of a distressed property. If applicable, describe the project(s) and circumstance(s).

Include a sworn statement with the following text: "By signing this response to the Request for Proposals, I certify that I am in compliance with all state, federal and local laws and am not delinquent in paying any assessed and unprotested taxes levied by the federal, state or local government." If all members of the Private Partner Team cannot agree to this statement, explain why in a sworn statement.

#### 4.1.5. Financial Statements

Respondents must provide either annual financial statements audited by independent certified public accountants demonstrating a viable going concern, or if not available, other financial statements, demonstrating to the satisfaction of the City, sufficient financial backing and ability to perform the Project.

Respondents must provide bank references for the Private Partner members. It must include name, address, and current telephone number of the given financial institution(s). This should include a signed authorization for release of financial information from each bank listed.

Respondents must disclose and explain any liens or lawsuits that have been filed against them within the past five (5) years.

#### 4.1.6. Proposal Description

Submit a detailed description of how the Private Partner would address the mandatory elements and any optional elements outlined in Section 2.1. Respondents may include alternative Proposals addressing all, some, or none of the optional elements.

#### 4.1.7. Design Elements/Architectural Renderings

Submit a detailed description of the design elements of the Proposal in compliance with Section 2.1. Submit preliminary architectural renderings of the Private Partner's Proposal.

#### 4.1.8. Timeline

Provide a detailed Project timeline. Indicate any differences caused by financing the project with public or private funds.

#### <u>4.1.9. Budget</u>

Provide a detailed budget that clearly identifies the costs associated with each individual mandatory and optional element the Proposal addresses. Clearly indicate the differences in costs, where applicable, if the project were to be financed with public funds, such as Kentucky Infrastructure Authority funds, or private funds, to include any differences caused by American Iron and Steel and Davis-Bacon requirements.

#### 4.2. Proprietary or Confidential Documents or Trade Secrets

If a Proposal contains documents the Respondent believes are proprietary, confidential or trade secrets, Respondents should identify the exempt information and the basis for such exemption under the Kentucky Open Records Act (KRS 61.870 to KRS 61.884) and submit an additional copy of the Proposal with the confidential or proprietary information redacted.

#### 4.3. Distribution of Responses

In order to be considered for selection, Respondents should submit a complete response to the RFP. One (1) original, ten (ten) copies, and one (1) electronic copy of each response must be submitted. Proposals must be formatted as an  $8-1/2" \times 11"$  document, typed and arranged/divided in the sequence as indicated in Section 4.1 to facilitate evaluation. The Respondent shall make no other distribution of the responses.

The Responses should be placed in a sealed envelope or package for submittal marked "Brandenburg WWTP RFP." All responses shall be received and time-stamped in the Brandenburg City Hall no later than 3:00 p.m. (Eastern Time) on April 17, 2020. Proposals received after this time will not be opened.

#### 4.4. Disposition of Proposals

All Proposals become the property of the City. The City reserves the right to use any and all of the ideas presented in any reply to this RFP. The successful Proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful Proposals shall be at the discretion of the City.

#### 4.5. Restrictions on Communications

The RFP Point of Contact named on the Cover Sheet shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the RFP Point of Contact.

#### 4.6. Anticipated Schedule

The anticipated dates for this Project are as outlined herein. The City may revise these dates as it deems necessary or appropriate.

| Issuance of RFP:                | February 18, 2020 |
|---------------------------------|-------------------|
| Mandatory Pre-Proposal Meeting: | March 16, 2020    |

| Final Written Questions Due:                              | April 3, 2020        |
|---|----------------------|
| Brandenburg's Response to Final Set of Written Questions: | April 10, 2020       |
| Private Partner Proposal Due:                             | April 17, 2020       |
| Short list of Private Partner Interviews:                 | April 27-May 1, 2020 |
| Selection of Private Partner:                             | Week of May 11, 2020 |

#### 4.7. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting and site visit shall be held to review this RFP. All questions submitted in writing prior to the meeting will be answered at this time in addition to any questions Respondents ask during the pre-proposal meeting. All participants planning on submitting a Proposal addressing the design-build or optional components shall be present at the mandatory pre-proposal meeting that will be held at the Brandenburg City Hall, starting promptly at 10:00 a.m. (ET). Proposals only addressing the financing component are invited but not required to attend the pre-proposal meeting.

#### 4.8. Written Questions Regarding this RFP

Respondents are encouraged to submit written questions to the RFP Point of Contact via email at <u>BrandenburgRFP@gmail.com</u>. No questions shall be accepted after the date listed in Section 4.6 unless the question(s) is considered material to the procurement.

The City shall respond to salient questions in writing on a rolling basis by issuing an addendum to the solicitation. Addenda shall be posted to the City website at <u>https://brandenburg.ky.gov/Pages/Announcements.aspx</u>. Respondent agrees that Brandenburg will not be responsible for any oral responses.

#### 4.9. Access to Solicitation, RFP, and Addenda

The City wants each prospective Respondent to have full and complete information on which to base a Proposal response. Respondents should only rely on the written information in this RFP, attachments, and addenda and not on any oral responses. The solicitation, addenda, and attachments shall be posted to Brandenburg's RFP site at <u>https://brandenburg.ky.gov/Pages/Announcements.aspx</u>. In the event of any conflict or variation between the solicitation or modification as issued by the City and the Respondent's response, the version as issued shall prevail.

#### 4.10. Acknowledgment of Addenda

It is the Respondent's responsibility to check the web site for any modifications to this solicitation. Respondents are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation constitutes the Respondent's acknowledgement of and agreement to be bound by the terms of all addenda issued.

Failure to specifically acknowledge addenda will not excuse the Respondent from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

#### SECTION V: REQUIRED CONTRACT TERMS

By responding to this RFP, Respondents agree to the following terms in the P3 Agreement:

#### 5.1. Contract Components and Order of Precedence

The City's acceptance of the Private Partner's offer in response to the solicitation, indicated by signing the P3 Agreement, shall create a valid contract between the Parties consisting of the following:

- 1. Any written Agreement between the Parties;
- 2. Any Addenda to the RFP;
- 3. The RFP and all attachments;
- 4. Procurement Statutes, Regulations, Policies, and Ordinances;
- 5. Any Best and Final Offer;
- 6. Any clarifications concerning the Respondent's Proposal in response to the RFP;
- 7. The Respondent's Proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

#### 5.2. Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

#### 5.3. Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the City and the Private Partner shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### 5.4. Modifications and Waivers

No modification, change, or waiver of any provision in the contract shall be made, or construed to have been made, unless such modification or waiver is mutually agreed to in writing by the Private Partner and the City, and incorporated as a written amendment to the contract.

Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the City for consideration and decision.

#### 5.5. Changes in Scope

The City may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the City.

#### 5.6. Contract Conformance

If the City determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon Project plan, the City may request the Private Partner to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The City shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Private Partner. The City reserves the right to award any contract to the next highest scoring Respondent, if the successful Respondent does not execute within a specified deadline the contract after selection of a preferred Private Partner.

#### 5.7. Assignment

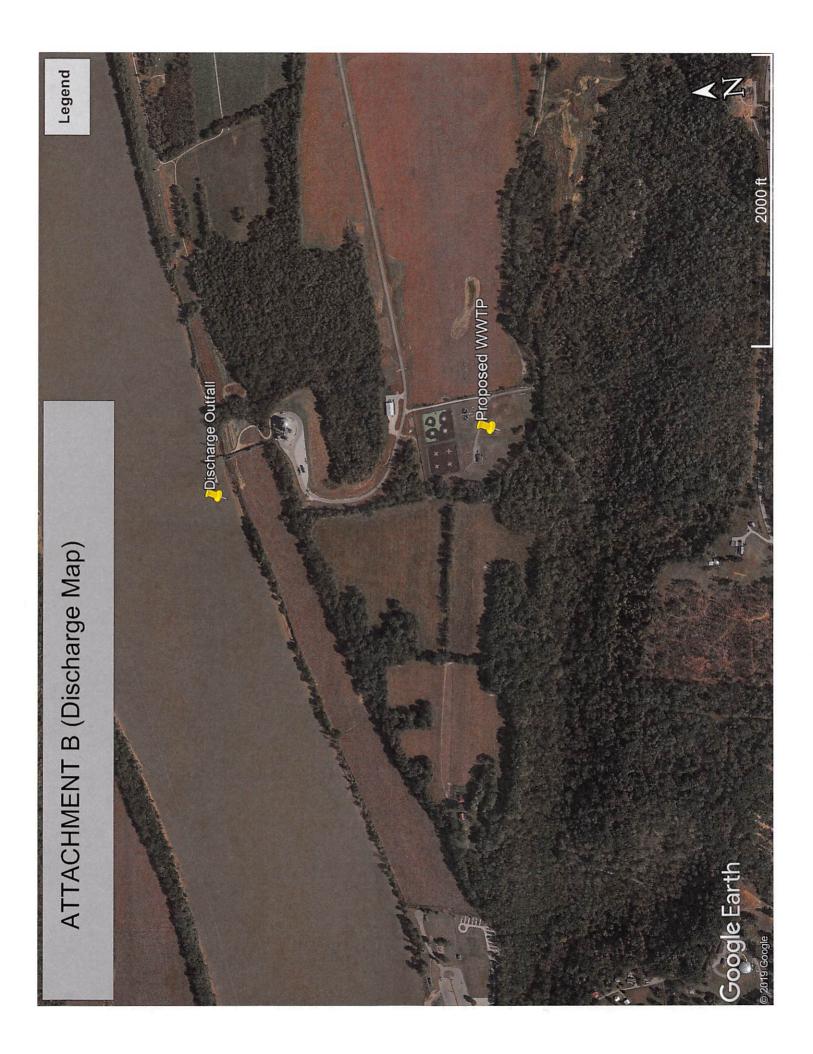
The contract shall not be assigned in whole or in part without the prior written consent of the City.

#### 5.8. Conformance with Laws and Regulations

This contract is subject to the laws of the Commonwealth of Kentucky and, where applicable, Federal law. Any litigation with respect to this contract shall be brought in state or federal court in Meade County, Kentucky.

0143472.0726398 4815-9485-2277v1





Attachment C (Preliminary Limits Letter)



ANDY BESHEAR GOVERNOR REBECCA W. GOODMAN

ANTHONY R. HATTON COMMISSIONER

#### ENERGY AND ENVIRONMENT CABINET DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 SOWER BOULEVARD FRANKFORT, KENTUCKY 40601 TELEPHONE: 502-564-2150 TELEFAX: 502-564-4245

January 23, 2020

Jason Halligan, Attorney at Law Frost Brown Todd, Attorneys Lexington Financial Center 250 West Main St., Suite 2800 Lexington, KY 40507

> Re: Brandenburg WWTP Preliminary Permit Limits Request KPDES Permit No: KY0021474 AI: 3115 Meade County, Kentucky

Dear Mr. Halligan:

This letter is in response to your recent correspondence with the Division of Water (received 1/17/20), requesting preliminary limits for construction of a new wastewater treatment plant, located on the Ohio River (38.009722°, -86.148604°) at r.m.i. 643.2. The proposed new treatment plant will have an increased design capacity of 0.5 MGD, and exist on the same parcel of land as the current plant. It will also discharge at the same point as the current plant.

| For the new Brandenburg WWTI | operating at 0.5 MGD, the follow | ving limits are applicable: |
|------------------------------|----------------------------------|-----------------------------|
|------------------------------|----------------------------------|-----------------------------|

| Pollutant                         | Summer Limits (mg/l) | Winter Limits (mg/l) |
|-----------------------------------|----------------------|----------------------|
| BOD <sub>5</sub> (Effluent)       | 30                   | 30                   |
| BOD <sub>5</sub> (Influent)       | Monitoring           | Monitoring           |
| Total Suspended Solids (Effluent) | 30                   | 30                   |
| Total Suspended Solids (Influent) | Monitoring           | Monitoring           |
| Ammonia, as N                     | 20                   | 20                   |
| Dissolved Oxygen                  | 2.0                  | 2.0                  |
| Total Phosphorus                  | Monitoring           | Monitoring           |
| Total Nitrogen                    | Monitoring           | Monitoring           |
| pH (min/max)                      | 6.0                  | 9.0                  |
| Total Residual Chlorine (if used) | 0.011                | 0.011                |
| Reliability Rating                | (                    | 2                    |

In addition to the above limits, the monthly average and maximum weekly average values of Escherichia coli shall be at or below 130 colonies per 100 milliliters or 240 colonies per 100 milliliters, respectively, the year around. If a form of chlorine is proposed to disinfect the wastewater, then de-chlorination will likely be needed to achieve the chlorine residual effluent concentration. Additional effluent limitations and water quality standards are contained in 401 KAR Chapter 5 and 401 KAR Chapter 10.

These preliminary design effluent limitations are valid for one (1) year from the date of this letter, and are subject to change as a result of additional information which may be presented during the public notice phase of the Kentucky Pollutant Discharge Elimination System (KPDES) permitting process. As such, this letter does not convey any authorization or approval to proceed with the construction or operation of the proposed WWTP. Construction and KPDES permit applications must be submitted to request such authorization or approval. Nor does this letter ensure issuance of either permit. During the review processes of these permits the Division of Water will further evaluate the viability of the project.

Should you have any questions regarding this letter, please contact me at (502) 782-6946 or E-mail at <u>matthew.fields@ky.gov</u>.

1/23/2020

Matthew Fields

Matthew Fields WLA Coordinator, DOW Signed by: Matthew Fields

## Attachment D (2019 Flow Rates)

| January |       |  |
|---------|-------|--|
| Date    | Flow  |  |
| 1       | 0.490 |  |
| 2       | 0.223 |  |
| 3       | 0.206 |  |
| 4       | 0.209 |  |
| 5       | 0.281 |  |
| 6       | 0.233 |  |
| 7       | 0.209 |  |
| 8       | 0.178 |  |
| 9       | 0.223 |  |
| 10      | 0.203 |  |
| 11      | 0.190 |  |
| 12      | 0.230 |  |
| 13      | 0.220 |  |
| 14      | 0.276 |  |
| 15      | 0.203 |  |
| 16      | 0.221 |  |
| 17      | 0.218 |  |
| 18      | 0.238 |  |
| 19      | 0.224 |  |
| 20      |       |  |
| 21      | 0.241 |  |
| 22      |       |  |
| 23      | 0.226 |  |
| 24      |       |  |
| 25      |       |  |
| 26      |       |  |
| 27      |       |  |
| 28      |       |  |
| 29      |       |  |
| 30      |       |  |
| 31      |       |  |
| TOTAL   | 7.371 |  |
| AVERAGE | 0.238 |  |

| <b>February</b> |    |       |
|-----------------|----|-------|
| Date            |    | Flow  |
| 1               | Ţ  | 0.341 |
| 2               | 1  | 0.227 |
| 3               | Ī  | 0.234 |
| 4               | ļ  | 0.234 |
| 5               | 5  | 0.221 |
| E               | ;  | 0.227 |
| 7               | '  | 0.313 |
| 8               | 3  | 0.486 |
| 9               | )  | 0.205 |
| 10              | -  | 0.311 |
| 11              | -1 | 0.607 |
| 12              | -  | 0.669 |
| 13              | -  | 0.362 |
| 14              | -  | 0.367 |
| 15              | -  | 0.308 |
| 16              | -  | 0.302 |
| 17              | -  | 0.264 |
| 18              | -  | 0.235 |
| 19              | -  | 0.342 |
| 2(              | -  | 0.246 |
| 2               | -  | 0.574 |
| 2               | -  | 0.288 |
| 2               | -  | 0.239 |
| 24              | -  | 0.451 |
| 2               |    | 0.293 |
| 2               |    | 0.230 |
| 2               | -  | 0.234 |
|                 | -  | 0.244 |
|                 |    |       |
|                 | -  |       |
| TOTAL           |    | 9.054 |
| AVERAG          |    | 0.323 |
|                 |    |       |

| March   |       |  |
|---------|-------|--|
| Date    | Flow  |  |
| 1       | 0.260 |  |
| 2       | 0.223 |  |
| 3       | 0.223 |  |
| 4       | 0.226 |  |
| 5       | 0.200 |  |
| 6       | 0.206 |  |
| 7       | 0.201 |  |
| 8       | 0.208 |  |
| 9       | 0.237 |  |
| 10      | 0.402 |  |
| 11      | 0.228 |  |
| 12      | 0.208 |  |
| 13      | 0.222 |  |
| 14      | 0.236 |  |
| 15      | 0.375 |  |
| 16      | 0.234 |  |
| 17      | 0.201 |  |
| 18      | 0.208 |  |
| 19      | 0.170 |  |
| 20      | 0.204 |  |
| 21      | 0.241 |  |
| 22      | 0.223 |  |
| 23      | 0.223 |  |
| 24      | 0.203 |  |
| 25      | 0.233 |  |
| 26      | 0.294 |  |
| 27      | 0.207 |  |
| 28      |       |  |
| 29      |       |  |
| 30      |       |  |
| 31      | 0.590 |  |
| TOTAL   | 7.530 |  |
| AVERAGE | 0.243 |  |

| April   |   |  |  |
|---------|---|--|--|
| Date    | Flow  |  |  |
| 1       | 0.234   |  |  |
| 2       | 0.187   |  |  |
| 3       | 0.177   |  |  |
| 4       | 0.187   |  |  |
| 5       | 0.216   |  |  |
| 6       | 0.217   |  |  |
| 7       | 0.207   |  |  |
| 8       | 0.269   |  |  |
| 9       | 0.239   |  |  |
| 10      | 0.220   |  |  |
| 11      | 0.206   |  |  |
| 12      | 0.228   |  |  |
| 13      | 0.228   |  |  |
| 14      | 0.306   |  |  |
| 15      | 0.321   |  |  |
| 16      | 0.175   |  |  |
| 17      | 0.169   |  |  |
| 18      | 0.195   |  |  |
| 19      |   |  |  |
| 20      |   |  |  |
| 21      | 0.541   |  |  |
| 22      |   |  |  |
| 23      |   |  |  |
| 24      | and the second se |  |  |
| 25      |   |  |  |
| 26      |   |  |  |
| 27      |   |  |  |
| 28      |   |  |  |
| 29      |   |  |  |
| 30      | 0.218   |  |  |
|         |   |  |  |
| TOTAL   | 7.587   |  |  |
| AVERAGE | 0.253   |  |  |

|      | May |       |  |
|------|-----|-------|--|
| Date |     | Flow  |  |
|      | 1   | 0.234 |  |
|      | 2   | 0.203 |  |
|      | 3   | 0.242 |  |
|      | 4   | 0.364 |  |
|      | 5   | 0.272 |  |
|      | 6   | 0.210 |  |

| June |   |       |
|------|---|-------|
| Date |   | Flow  |
|      | 1 | 0.212 |
|      | 2 | 0.197 |
|      | 3 | 0.186 |
|      | 4 | 0.175 |
|      | 5 | 0.210 |
|      | 6 | 0.286 |
|      |   |       |

| July |   |       |
|------|---|-------|
| Date |   | Flow  |
|      | 1 | 0.457 |
|      | 2 | 0.290 |
|      | 3 | 0.197 |
|      | 4 | 0.205 |
|      | 5 | 0.183 |
|      | 6 | 0.201 |

| August |   |       |
|--------|---|-------|
| Date   |   | Flow  |
|        | 1 | 0.200 |
|        | 2 | 0.220 |
|        | 3 | 0.230 |
|        | 4 | 0.205 |
|        | 5 | 0.194 |
|        | 6 | 0.173 |

| 7       | 0.212 |
|---------|-------|
| 8       | 0.217 |
| 9       | 0.225 |
| 10      | 0.230 |
| 11      | 0.210 |
| 12      | 0.236 |
| 13      | 0.200 |
| 14      | 0.206 |
| 15      | 0.205 |
| 16      | 0.229 |
| 17      | 0.232 |
| 18      | 0.245 |
| 19      | 0.228 |
| 20      | 0.233 |
| 21      | 0.196 |
| 22      | 0.222 |
| 23      | 0.239 |
| 24      | 0.225 |
| 25      | 0.208 |
| 26      | 0.203 |
| 27      | 0.455 |
| 28      | 0.258 |
| 29      | 0.219 |
| 30      | 0.384 |
| 31      | 0.323 |
| TOTAL   | 7.565 |
| AVERAGE | 0.244 |

| 7       | 0.255 |
|---------|-------|
| 8       | 0.334 |
| 9       | 0.557 |
| 10      | 0.518 |
| 11      | 0.233 |
| 12      | 0.199 |
| 13      | 0.211 |
| 14      | 0.189 |
| 15      | 0.203 |
| 16      | 0.217 |
| 17      | 0.514 |
| 18      | 0.431 |
| 19      | 0.322 |
| 20      | 0.262 |
| 21      | 0.229 |
| 22      | 0.299 |
| 23      | 0.343 |
| 24      | 0.311 |
| 25      | 0.360 |
| 26      | 0.193 |
| 27      | 0.160 |
| 28      | 0.153 |
| 29      | 0.191 |
| 30      | 0.178 |
|         |       |
| TOTAL   | 8.128 |
| AVERAGE | 0.271 |
|         |       |

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| 7       | 0.541 |
|---------|-------|
| 8       | 0.532 |
| 9       | 0.241 |
| 10      | 0.208 |
| 11      | 0.201 |
| 12      | 0.245 |
| 13      | 0.312 |
| 14      | 0.244 |
| 15      | 0.219 |
| 16      | 0.209 |
| 17      | 0.224 |
| 18      | 0.197 |
| 19      | 0.240 |
| 20      | 0.236 |
| 21      | 0.262 |
| 22      | 0.299 |
| 23      | 0.250 |
| 24      | 0.209 |
| 25      | 0.297 |
| 26      | 0.371 |
| 27      | 0.282 |
| 28      | 0.240 |
| 29      | 0.215 |
| 30      | 0.218 |
| 31      | 0.242 |
| TOTAL   | 7.956 |
| AVERAGE | 0.257 |

| September |    |       |  |  |
|-----------|----|-------|--|--|
| Date      |    | Flow  |  |  |
|           | 1  | 0.201 |  |  |
|           | 2  | 0.209 |  |  |
|           | 3  | 0.226 |  |  |
|           | 4  | 0.233 |  |  |
|           | 5  | 0.217 |  |  |
|           | 6  | 0.199 |  |  |
|           | 7  | 0.207 |  |  |
|           | 8  | 0.192 |  |  |
|           | 9  | 0.215 |  |  |
|           | 10 | 0.218 |  |  |
|           | 11 | 0.217 |  |  |
|           | 12 | 0.257 |  |  |
|           | 13 | 0.247 |  |  |
|           | 14 | 0.216 |  |  |
|           | 15 | 0.220 |  |  |
|           | 16 | 0.239 |  |  |

| <u>October</u> |       |  |  |
|----------------|-------|--|--|
| Date           | Flow  |  |  |
| 1              | 0.256 |  |  |
| 2              | 0.264 |  |  |
| 3              | 0.258 |  |  |
| 4              | 0.221 |  |  |
| 5              | 0.231 |  |  |
| 6              | 0.348 |  |  |
| 7              | 0.265 |  |  |
| 8              | 0.206 |  |  |
| 9              | 0.228 |  |  |
| 10             | 0.193 |  |  |
| 11             | 0.271 |  |  |
| 12             | 0.204 |  |  |
| 13             | 0.201 |  |  |
| 14             | 0.218 |  |  |
| 15             | 0.268 |  |  |
| 16             | 0.247 |  |  |

| November |    |       |  |  |
|----------|----|-------|--|--|
| Date     |    | Flow  |  |  |
|          | 1  | 0.271 |  |  |
|          | 2  | 0.273 |  |  |
|          | 3  | 0.223 |  |  |
|          | 4  | 0.220 |  |  |
|          | 5  | 0.199 |  |  |
|          | 6  | 0.237 |  |  |
|          | 7  | 0.291 |  |  |
|          | 8  | 0.208 |  |  |
|          | 9  | 0.184 |  |  |
|          | 10 | 0.184 |  |  |
|          | 11 | 0.212 |  |  |
|          | 12 | 0.185 |  |  |
|          | 13 | 0.185 |  |  |
|          | 14 | 0.196 |  |  |
|          | 15 | 0.185 |  |  |
|          | 16 | 0.183 |  |  |

| December |    |       |  |  |
|----------|----|-------|--|--|
| Date     |    | Flow  |  |  |
|          | 1  | 0.498 |  |  |
|          | 2  | 0.231 |  |  |
|          | 3  | 0.210 |  |  |
|          | 4  | 0.208 |  |  |
|          | 5  | 0.203 |  |  |
|          | 6  | 0.215 |  |  |
|          | 7  | 0.195 |  |  |
|          | 8  | 0.215 |  |  |
|          | 9  | 0.249 |  |  |
|          | 10 | 0.198 |  |  |
|          | 11 | 0.201 |  |  |
|          | 12 | 0.208 |  |  |
|          | 13 | 0.238 |  |  |
|          | 14 | 0.219 |  |  |
|          | 15 | 0.235 |  |  |
|          | 16 | 0.394 |  |  |

| 17      | 0.235 |
|---------|-------|
| 18      | 0.238 |
| 19      | 0.230 |
| 20      | 0.044 |
| 21      | 0.027 |
| 22      | 0.135 |
| 23      | 0.552 |
| 24      | 0.318 |
| 25      | 0.224 |
| 26      | 0.219 |
| 27      | 0.221 |
| 28      | 0.241 |
| 29      | 0.240 |
| 30      | 0.248 |
|         |       |
| TOTAL   | 6.685 |
| AVERAGE | 0.223 |

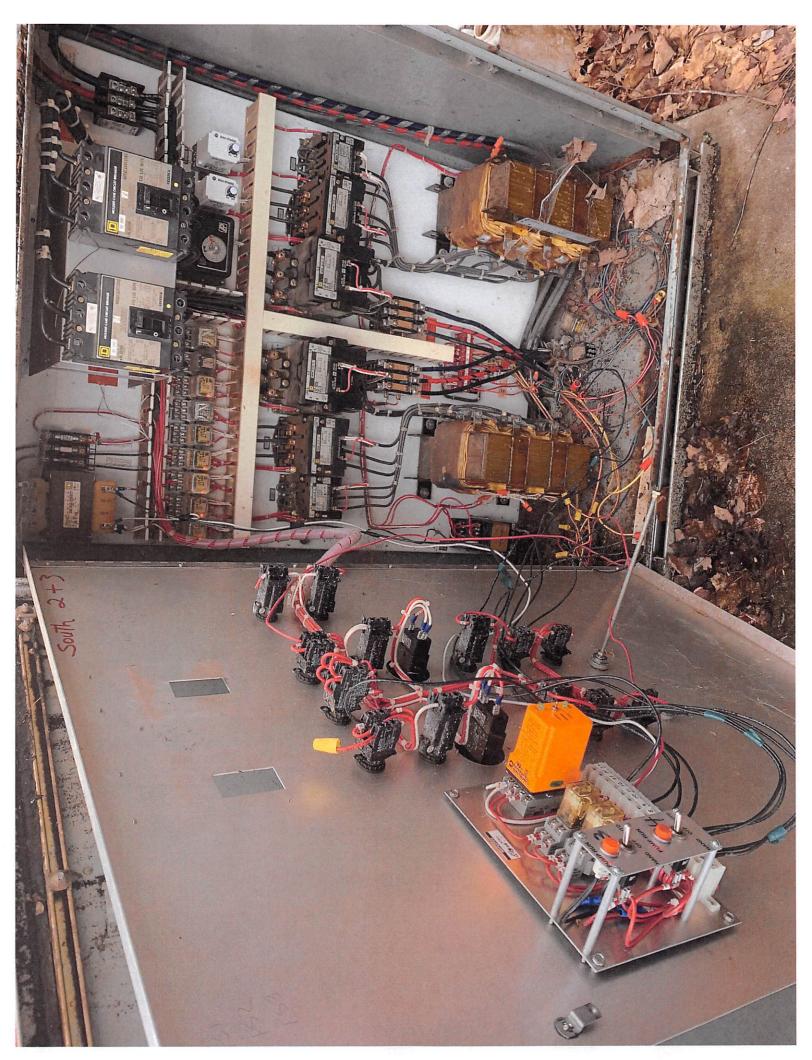
| 17      | 0.224 |
|---------|-------|
| 18      | 0.217 |
| 19      | 0.241 |
| 20      | 0.218 |
| 21      | 0.254 |
| 22      | 0.222 |
| 23      | 0.218 |
| 24      | 0.189 |
| 25      | 0.238 |
| 26      | 0.293 |
| 27      | 0.287 |
| 28      | 0.251 |
| 29      | 0.223 |
| 30      | 0.279 |
| 31      | 0.274 |
| TOTAL   | 7.507 |
| AVERAGE | 0.242 |

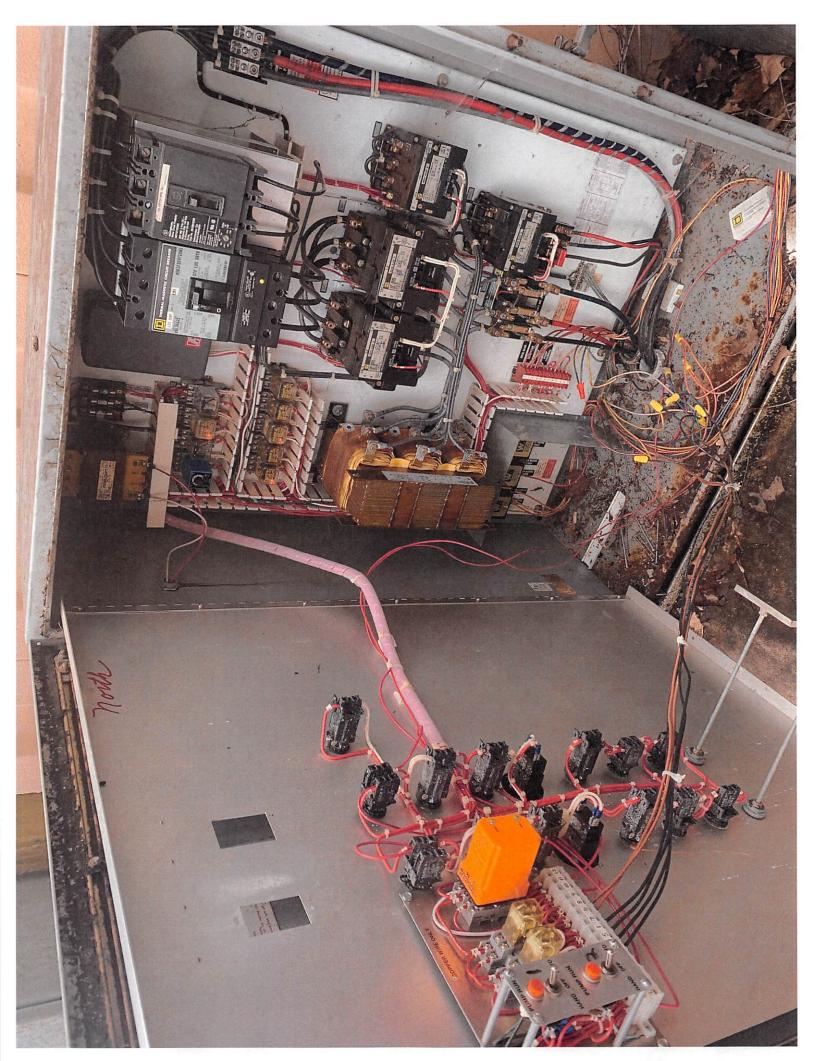
| 17      | 0.194 |
|---------|-------|
| 18      | 0.196 |
| 19      | 0.205 |
| 20      | 0.195 |
| 21      | 0.205 |
| 22      | 0.251 |
| 23      | 0.230 |
| 24      | 0.192 |
| 25      | 0.185 |
| 26      | 0.256 |
| 27      | 0.347 |
| 28      | 0.221 |
| 29      | 0.259 |
| 30      | 0.675 |
|         |       |
| TOTAL   | 7.047 |
| AVERAGE | 0.235 |
|         |       |

| 17      | 0.296 |
|---------|-------|
| 18      | 0.218 |
| 19      | 0.214 |
| 20      | 0.210 |
| 21      | 0.221 |
| 22      | 0.199 |
| 23      | 0.214 |
| 24      | 0.200 |
| 25      | 0.184 |
| 26      | 0.203 |
| 27      | 0.222 |
| 28      | 0.231 |
| 29      | 0.394 |
| 30      | 0.246 |
| 31      | 0.168 |
| TOTAL   | 7.337 |
| AVERAGE | 0.237 |









#### ATTACHMENT F (2019 Sewer Collections)

1:18 PM

02/11/20

#### Accrual Basis

## City of Brandenburg - Revenue Fund Transaction Detail By Account January 2019

| Туре                 | Date        | Num Memo | Cir Split                              | Amount    | Balance   |
|----------------------|-------------|----------|--|-----------|-----------|
| otal Charges for Se  | ervices     |          | ······ ······························· |           |           |
| SEWER REVENL         | IE          |          |  |           |           |
| Deposit              | 01/03/2019  | Deposit  | Meade Co                               | 2,703,64  | 2,703.64  |
| Deposit              | 01/04/2019  | Deposit  | Checking                               | 620.01    | 3,323.65  |
| Deposit              | 01/07/2019  | Deposit  | Meade Co                               | 3,930,96  | 7.254.61  |
| Deposit              | 01/09/2019  | Deposit  | Meade Co                               | 3,325.42  | 10.580.03 |
| Deposit              | 01/11/2019  | Deposit  | Checking                               | 960.01    | 11,540.04 |
| Deposit              | 01/11/2019  | Deposit  | Meade Co                               | 7,756.41  | 19,296.45 |
| Deposit              | 01/14/2019  | Deposit  | Meade Co                               | 6,767.32  | 26,063.77 |
| Deposit              | 01/14/2019  | Deposit  | Meade Co                               | 4,014.67  | 30,078.44 |
| Deposit              | 01/16/2019  | Deposit  | Checking                               | 1,752.82  | 31,831.26 |
| Deposit              | 01/16/2019  | Deposit  | Meade Co                               | 3,177.34  | 35,008.60 |
| Deposit              | 01/25/2019  | Deposit  | Checking                               | 1,528.98  | 36,537.58 |
| Deposit              | 01/28/2019  | Deposit  | Meade Co                               | 2,653.43  | 39,191.01 |
| Deposit              | 01/28/2019  | Deposit  | Checking                               | 628.28    | 39,819.29 |
| Deposit              | 01/28/2019  | Deposit  | Meade Co                               | 1,370.26  | 41,189.55 |
| Deposit              | 01/31/2019  | Deposit  | Checking                               | 69.55     | 41,259.10 |
| Total SEWER RE       | VENUE       |          | _                                      | 41,259.10 | 41,259.10 |
| otal Total Charges f | or Services |          |  | 41,259.10 | 41,259.10 |
| AL                   |             |          | _                                      | 41,259.10 | 41,259.10 |

02/11/20

#### Accrual Basis

# City of Brandenburg - Revenue Fund Transaction Detail By Account February 2019

| Туре                               | Date        | Num Memo | Cir Split | Amount '  | Balance   |
|------------------------------------|-------------|----------|-----------|-----------|-----------|
| tal Charges for Se<br>SEWER REVENU |             |          |           |           |           |
| Deposit                            | 02/01/2019  | Deposit  | Meade Co  | 32.77     | 32.77     |
| Deposit                            | 02/06/2019  | Deposit  | Meade Co  | 2,258.03  | 2,290.80  |
| Deposit                            | 02/08/2019  | Deposit  | Checking  | 755.88    | 3,046.68  |
| Deposit                            | 02/08/2019  | Deposit  | Meade Co  | 2,696.75  | 5,743.43  |
| Deposit                            | 02/11/2019  | Deposit  | Meade Co  | 4,522.46  | 10,265.89 |
| Deposit                            | 02/13/2019  | Deposit  | Meade Co  | 3,942.79  | 14,208.68 |
| Deposit                            | 02/15/2019  | Deposit  | Checking  | 2,423.19  | 16,631.87 |
| Deposit                            | 02/15/2019  | Deposit  | Meade Co  | 6,827.34  | 23,459.21 |
| Deposit                            | 02/15/2019  | Deposit  | Meade Co  | 7,553.80  | 31,013.01 |
| Deposit                            | 02/19/2019  | Deposit  | Checking  | 835.96    | 31,848.97 |
| Deposit                            | 02/20/2019  | Deposit  | Meade Co  | 3,532.70  | 35,381.67 |
| Deposit                            | 02/26/2019  | Deposit  | Checking  | 2,148.57  | 37,530.24 |
| Deposit                            | 02/26/2019  | Deposit  | Meade Co  | 1,867.21  | 39,397.45 |
| Deposit                            | 02/27/2019  | Deposit  | Checking  | 261.50    | 39,658.95 |
| Deposit                            | 02/27/2019  | Deposit  | Meade Co  | 598.32    | 40,257.27 |
| Total SEWER RE                     | VENUE       |          |           | 40,257.27 | 40,257.27 |
| otal Total Charges f               | or Services |          |           | 40,257.27 | 40,257.27 |
| AL                                 |             |          |           | 40.257.27 | 40.257.27 |

02/11/20

#### Accrual Basis

### City of Brandenburg - Revenue Fund Transaction Detail By Account March 2019

| Турэ                 | Date        | Num Memo | Cir Split | Amount    | Balance   |
|----------------------|-------------|----------|-----------|-----------|-----------|
| Total Charges for Se | ervices     |          |           |           |           |
| SEWER REVENU         | JE          |          |           |           |           |
| Deposit              | 03/05/2019  | Deposit  | Meade Co  | 2.081.37  | 2,081.37  |
| Deposit              | 03/08/2019  | Deposit  | Meade Co  | 2,821.49  | 4,902.86  |
| Deposit              | 03/11/2019  | Deposit  | Meade Co  | 7,926.05  | 12.828.91 |
| Deposit              | 03/11/2019  | Deposit  | Checking  | 1.471.10  | 14.300.01 |
| Deposit              | 03/13/2019  | Deposit  | Meade Co  | 4,246.78  | 18.546.79 |
| Deposit              | 03/15/2019  | Deposit  | Meade Co  | 6.921.80  | 25,468,59 |
| Deposit              | 03/15/2019  | Deposit  | Meade Co  | 8,921,57  | 34,390.16 |
| Deposit              | 03/18/2019  | Deposit  | Checking  | 2.283.08  | 36,673,24 |
| Deposit              | 03/18/2019  | Deposit  | Meade Co  | 1,993.10  | 38,666.34 |
| Deposit              | 03/25/2019  | Deposit  | Checking  | 1,654.26  | 40,320.60 |
| Deposit              | 03/25/2019  | Deposit  | Checking  | 470.99    | 40.791.59 |
| Deposit              | 03/26/2019  | Deposit  | Meade Co  | 2,705.38  | 43,496.97 |
| Deposit              | 03/29/2019  | Deposit  | Meade Co  | 58.72     | 43,555.69 |
| Deposit              | 03/29/2019  | Deposit  | Checking  | 210.34    | 43,766.03 |
| Total SEWER RE       | VENUE       |          |           | 43,766.03 | 43,766.03 |
| otal Total Charges f | or Services |          |           | 43,766.03 | 43,766.03 |
| AL                   |             |          | _         | 43,766.03 | 43,766.03 |

02/11/20

Accrual Basis

## City of Brandenburg - Revenue Fund Transaction Detail By Account April 2019

| Туре               | Date         | Num Memo | Cir Split | Amount    | Balance   |
|--------------------|--------------|----------|-----------|-----------|-----------|
| otal Charges for § | Services     |          |           |           |           |
| SEWER REVEN        | UE           |          |           |           |           |
| Deposit            | 04/04/2019   | Deposit  | Meade Co  | 2,074.97  | 2,074.97  |
| Deposit            | 04/09/2019   | Deposit  | Meade Co  | 5,487.85  | 7,562.82  |
| Deposit            | 04/10/2019   | Deposit  | Checking  | 1,041.00  | 8,603.82  |
| Deposit            | 04/10/2019   | Deposit  | Meade Co  | 7.037.14  | 15,640.96 |
| Deposit            | 04/15/2019   | Deposit  | Checking  | 1,366.20  | 17,007.16 |
| Deposit            | 04/15/2019   | Deposit  | Meade Co  | 4,245,73  | 21,252.89 |
| Deposit            | 04/16/2019   | Deposit  | Meade Co  | 6,362.72  | 27,615.61 |
| Deposit            | 04/16/2019   | Deposit  | Checking  | 468.85    | 28,084.46 |
| Deposit            | 04/16/2019   | Deposit  | Meade Co  | 5,869.02  | 33,953.48 |
| Deposit            | 04/25/2019   | Deposit  | Checking  | 945.78    | 34,899.26 |
| Deposit            | 04/25/2019   | Deposit  | Meade Co  | 2.324.79  | 37,224.05 |
| Deposit            | 04/26/2019   | Deposit  | Meade Co  | 755.32    | 37,979.37 |
| Deposit            | 04/26/2019   | Deposit  | Checking  | 433.13    | 38,412,50 |
| Deposit            | 04/30/2019   | Deposit  | Checking  | 65.60     | 38,478.10 |
| Total SEWER R      | EVENUE       |          | _         | 38,478.10 | 38,478.10 |
| otal Total Charges | for Services |          | _         | 38,478.10 | 38,478.10 |
| AL                 |              |          |           | 38,478.10 | 38,478.10 |

02/11/20

**Accrual Basis** 

### City of Brandenburg - Revenue Fund Transaction Detail By Account May 2019

| Туре                               | Date       | Num Memo | Cir Split | Amount    | Balance   |
|------------------------------------|------------|----------|-----------|-----------|-----------|
| otal Charges for S<br>SEWER REVENU |            |          |           |           |           |
| Deposit                            | 05/01/2019 | Deposit  | Meade Co  | 51.07     | 51.07     |
| Deposit                            | 05/06/2019 | Deposit  | Meade Co  | 2,732.02  | 2,783.09  |
| Deposit                            | 05/09/2019 | Deposit  | Checking  | 932.83    | 3,715.92  |
| Deposit                            | 05/09/2019 | Deposit  | Meade Co  | 4,370.62  | 8,086.54  |
| Deposit                            | 05/13/2019 | Deposit  | Meade Co  | 9,114.63  | 17,201.17 |
| Deposit                            | 05/15/2019 | Deposit  | Checking  | 1,323.26  | 18,524.43 |
| Deposit                            | 05/15/2019 | Deposit  | Meade Co  | 3,527.29  | 22,051.72 |
| Deposit                            | 05/16/2019 | Deposit  | Checking  | 784.44    | 22,836.16 |
| Deposit                            | 05/16/2019 | Deposit  | Meade Co  | 6,759.31  | 29,595.47 |
| Deposit                            | 05/16/2019 | Deposit  | Meade Co  | 6,664.71  | 36,260.18 |
| Deposit                            | 05/23/2019 | Deposit  | Checking  | 1,079.27  | 37,339.45 |
| Deposit                            | 05/28/2019 | Deposit  | Checking  | 705.06    | 38,044.51 |
| Deposit                            | 05/28/2019 | Deposit  | Meade Co  | 3,114.31  | 41,158.82 |
| Deposit                            | 05/31/2019 | Deposit  | Checking  | 209.51    | 41,368.33 |
| Total SEWER RE                     | VENUE      |          | _         | 41,368.33 | 41,368.33 |
| Total Total Charges for Services   |            |          |           | 41,368.33 | 41,368.33 |
| TAL                                |            |          |           | 41,368.33 | 41,368.33 |

02/11/20

#### Accrual Basis

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#### City of Brandenburg - Revenue Fund Transaction Detail By Account June 2019

| Туре                | Date         | Num Memo  | Cir Split | Amount    | Balance   |
|---------------------|--------------|-----------|-----------|-----------|-----------|
| Total Charges for S | ervices      |           |           |           |           |
| SEWER REVEN         | UE           |           | •         |           |           |
| Deposit             | 06/03/2019   | Deposit   | Meade Co  | 119.30    | 119.30    |
| Deposit             | 06/07/2019   | Deposit   | Checking  | 722.33    | 841.63    |
| Deposit             | 06/07/2019   | Deposit   | Meade Co  | 2,628.67  | 3,470.30  |
| Deposit             | 06/11/2019   | Deposit   | Meade Co  | 7,069.98  | 10.540.28 |
| Deposit             | 06/13/2019   | Deposit   | Meade Co  | 6,816.29  | 17,356.57 |
| Deposit             | 06/13/2019   | Conncecti | Meade Co  | 750.00    | 18,106.57 |
| Deposit             | 06/14/2019   | Deposit   | Checking  | 1,138.43  | 19,245.00 |
| Deposit             | 06/14/2019   | Deposit   | Meade Co  | 7,192.66  | 26,437,66 |
| Deposit             | 06/17/2019   | Deposit   | Meade Co  | 8.029.62  | 34.467.28 |
| Deposit             | 06/17/2019   | Deposit   | Checking  | 1,130.65  | 35,597,93 |
| Deposit             | 06/17/2019   | Deposit   | Meade Co  | 6.463.21  | 42.061.14 |
| Deposit             | 06/21/2019   | Deposit   | Checking  | 1.473.84  | 43.534.98 |
| Deposit             | 06/26/2019   | Deposit   | Checking  | 839.13    | 44,374.11 |
| Deposit             | 06/26/2019   | Deposit   | Meade Co  | 4,897.76  | 49,271.87 |
| Total SEWER RE      | EVENUE       |           | _         | 49,271.87 | 49,271.87 |
| Total Total Charges | for Services |           |           | 49,271.87 | 49,271.87 |
| TAL.                |              |           |           | 49,271.87 | 49,271.87 |

02/11/20

Accrual Basis

### City of Brandenburg - Revenue Fund Transaction Detail By Account July 2019

| Туре                                | Date        | Num Memo  | Cir Split | Amount    | Balance   |
|-------------------------------------|-------------|-----------|-----------|-----------|-----------|
| otal Charges for Se<br>SEWER REVENU |             |           |           |           |           |
| Deposit                             | 07/02/2019  | Deposit   | Meade Co  | 1,396.37  | 1,396.37  |
| Deposit                             | 07/08/2019  | Deposit   | Meade Co  | 4,631.44  | 6.027.81  |
| Deposit                             | 07/10/2019  | cc        | Checking  | 425.18    | 6,452.99  |
| Deposit                             | 07/10/2019  | Deposit   | Meade Co  | 7,537.16  | 13,990.15 |
| Deposit                             | 07/10/2019  | Deposit   | Meade Co  | 3,755.35  | 17,745.50 |
| Deposit                             | 07/11/2019  | Deposit   | Meade Co  | 5,518.24  | 23,263.74 |
| Deposit                             | 07/15/2019  | Deposit   | Checking  | 1,432.86  | 24,696.60 |
| Deposit                             | 07/15/2019  | Deposit   | Meade Co  | 3,227.05  | 27.923.65 |
| Deposit                             | 07/15/2019  | Deposit   | Meade Co  | 7,481.38  | 35,405.03 |
| Deposit                             | 07/16/2019  | Deposit   | Checking  | 608.31    | 36,013.34 |
| Deposit                             | 07/16/2019  | Deposit   | Meade Co  | 1,250.77  | 37,264.11 |
| Deposit                             | 07/22/2019  | Deposit   | Checking  | 1,339.27  | 38,603.38 |
| Deposit                             | 07/26/2019  | Deposit   | Checking  | 1.054.25  | 39,657.63 |
| Deposit                             | 07/26/2019  | Deposit   | Meade Co  | 3,147.61  | 42,805.24 |
| Deposit                             | 07/26/2019  | Deposit   | Meade Co  | 733.78    | 43,539.02 |
| Deposit                             | 07/29/2019  | Deposit   | Checking  | 111.18    | 43,650.20 |
| Deposit                             | 07/29/2019  | Deposit   | Meade Co  | 437.36    | 44,087.56 |
| Total SEWER RE                      | VENUE       | 44,087.56 | 44,087.56 |           |           |
| otal Total Charges fo               | or Services | 44,087.56 | 44,087.56 |           |           |
| L                                   |             |           |           | 44,087.56 | 44,087.56 |

02/11/20

#### Accrual Basis

## City of Brandenburg - Revenue Fund Transaction Detail By Account August 2019

| Туре                  | Date        | Num Memo  | Cir Split | Amount    | Balance   |
|-----------------------|-------------|-----------|-----------|-----------|-----------|
| Total Charges for Se  | ervices     | -         |           |           |           |
| SEWER REVENU          |             |           |           |           |           |
| Deposit               | 08/06/2019  | Deposit   | Meade Co  | 2,113.29  | 2,113.29  |
| Deposit               | 08/07/2019  | Deposit   | Checking  | 786.20    | 2,899.49  |
| Deposit               | 08/08/2019  | Deposit   | Meade Co  | 3,842.30  | 6,741.79  |
| Deposit               | 08/08/2019  | G Hartlag | Meade Co  | 750.00    | 7,491.79  |
| Deposit               | 08/14/2019  | Deposit   | Meade Co  | 8,142.05  | 15,633.84 |
| Deposit               | 08/14/2019  | Deposit   | Checking  | 902.86    | 16,536.70 |
| Deposit               | 08/15/2019  | Deposit   | Meade Co  | 3,715.91  | 20,252.61 |
| Deposit               | 08/15/2019  | Deposit   | Checking  | 1,237.78  | 21,490.39 |
| Deposit               | 08/16/2019  | Deposit   | Meade Čo  | 7,567.42  | 29,057.81 |
| Deposit               | 08/16/2019  | Deposit   | Meade Co  | 5,676.44  | 34,734.25 |
| Deposit               | 08/16/2019  | Deposit   | Meade Co  | 3,517.95  | 38,252.20 |
| Deposit               | 08/22/2019  | Deposit   | Checking  | 885.53    | 39,137.73 |
| Deposit               | 08/26/2019  | Deposit   | Checking  | 1,404.33  | 40,542.06 |
| Deposit               | 08/26/2019  | Deposit   | Meade Co  | 3,958.08  | 44,500.14 |
| Deposit               | 08/29/2019  | Deposit   | Checking  | 460.24    | 44,960.38 |
| Deposit               | 08/29/2019  | Deposit   | Meade Co  | 131.27    | 45,091.65 |
| Total SEWER RE        | VENUE       |           | _         | 45,091.65 | 45,091.65 |
| Total Total Charges f | or Services |           |           | 45,091.65 | 45,091.65 |
| TAL                   |             |           | -         | 45,091.65 | 45,091.65 |

02/11/20

Accrual Basis

## City of Brandenburg - Revenue Fund Transaction Detail By Account September 2019

| Туре                                | Date       | Num Memo | Cir Spi | lit | Amount    | Balance   |
|-------------------------------------|------------|----------|---------|-----|-----------|-----------|
| otal Charges for Se<br>SEWER REVENU |            |          |         |     |           |           |
| Deposit                             | 09/05/2019 | Deposit  | Meade   | Co  | 2,393.29  | 2,393.29  |
| Deposit                             | 09/05/2019 | Deposit  | Meade   | Co  | 750.00    | 3,143.29  |
| Deposit                             | 09/06/2019 | Deposit  | Checki  | ng  | 794.06    | 3,937.35  |
| Deposit                             | 09/11/2019 | Deposit  | Meade   | Čo  | 3,939.61  | 7,876.96  |
| Deposit                             | 09/11/2019 | Deposit  | Meade   | Co  | 2,586.19  | 10,463.15 |
| Deposit                             | 09/11/2019 | Deposit  | Meade   | Co  | 5,534.72  | 15,997.87 |
| Deposit                             | 09/13/2019 | Deposit  | Checki  | ng  | 1,487.28  | 17,485.15 |
| Deposit                             | 09/13/2019 | Deposit  | Meade   | Čo  | 9,048.58  | 26,533.73 |
| Deposit                             | 09/13/2019 | Deposit  | Meade   | Co  | 6,138.96  | 32,672.69 |
| Deposit                             | 09/13/2019 | Deposit  | Meade   | Co  | 6,326.63  | 38,999.32 |
| Deposit                             | 09/16/2019 | Deposit  | Checki  | ng  | 81.91     | 39,081,23 |
| Deposit                             | 09/16/2019 | Deposit  | Checki  |     | 1,308.61  | 40,389.84 |
| Deposit                             | 09/16/2019 | Deposit  | Meade   |     | 5,838.73  | 46,228.57 |
| Deposit                             | 09/23/2019 | Deposit  | Checki  | ng  | 1,379.18  | 47,607.75 |
| Deposit                             | 09/26/2019 | Deposit  | Checki  |     | 955.04    | 48,562.79 |
| Deposit                             | 09/26/2019 | Deposit  | Meade   |     | 3,585.21  | 52,148.00 |
| Deposit                             | 09/30/2019 | Deposit  | Checki  | ng  | 274.96    | 52,422.96 |
| Deposit                             | 09/30/2019 | Deposit  | Meade   |     | 103.94    | 52,526.90 |
| Total SEWER REVENUE                 |            |          |         |     | 52,526.90 | 52,526.90 |
| Fotal Total Charges for Services    |            |          |         |     | 52,526.90 | 52,526.90 |
| AL.                                 |            |          |         | -   | 52,526.90 | 52,526.90 |

02/11/20

#### **Accrual Basis**

## City of Brandenburg - Revenue Fund Transaction Detail By Account October 2019

| 313                    |             |           |           |           |           |
|------------------------|-------------|-----------|-----------|-----------|-----------|
| Туре                   | Date        | Num Merno | Cir Split | Amount    | Balance   |
| Total Charges for Se   |             | · · ·     |           |           |           |
| SEWER REVENU           | E           |           |           |           |           |
| Deposit                | 10/04/2019  | Deposit   | Meade Co  | 2,781.97  | 2,781.97  |
| Deposit                | 10/08/2019  | Deposit   | Meade Co  | 3,878.68  | 6,660.65  |
| Deposit                | 10/08/2019  | Deposit   | Checking  | 1,141.12  | 7,801.77  |
| Deposit                | 10/11/2019  | Deposit   | Meade Co  | 3,952.79  | 11,754.56 |
| Deposit                | 10/15/2019  | Deposit   | Meade Co  | 7,976.60  | 19,731.16 |
| Deposit                | 10/15/2019  | Deposit   | Checking  | 1,387.24  | 21,118.40 |
| Deposit                | 10/15/2019  | Deposit   | Meade Co  | 9,598.83  | 30,717.23 |
| Deposit                | 10/15/2019  | Deposit   | Meade Co  | 2,741.85  | 33,459.08 |
| Deposit                | 10/16/2019  | Deposit   | Checking  | 499.96    | 33,959.04 |
| Deposit                | 10/16/2019  | Deposit   | Meade Co  | 6,504.99  | 40,464.03 |
| Deposit                | 10/22/2019  | Deposit   | Checking  | 1,096.49  | 41,560.52 |
| Deposit                | 10/22/2019  | Deposit   | Meade Co  | 2,330.90  | 43,891.42 |
| Deposit                | 10/25/2019  | Deposit   | Checking  | 1.094.40  | 44,985.82 |
| Deposit                | 10/28/2019  | Deposit   | Checking  | 498.89    | 45,484.71 |
| Deposit                | 10/28/2019  | Deposit   | Meade Co  | 2,673.94  | 48,158.65 |
| Deposit                | 10/30/2019  | Deposit   | Checking  | 17.16     | 48,175.81 |
| Total SEWER REV        | /ENUE       |           | _         | 48,175.81 | 48,175.81 |
| Total Total Charges fo | or Services | 48,175.81 | 48,175.81 |           |           |
| TAL                    |             |           | _         | 48,175.81 | 48,175.81 |

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02/11/20

#### Accrual Basis

### City of Brandenburg - Revenue Fund Transaction Detail By Account November 2019

| Туре                                   | Date            | Num Memo  | Cir Split            | Amount    | Balance   |
|--|-----------------|-----------|----------------------|-----------|-----------|
| Total Charges for Sei<br>SEWER REVENUE |                 | · -       |                      |           |           |
| Deposit                                | -<br>11/01/2019 | Deposit   | Meade Co             | 49.31     | 49.31     |
| Deposit                                | 11/06/2019      | Deposit   | Checking             | 750.18    | 799.49    |
| Deposit                                | 11/06/2019      | Deposit   | Meade Co             | 2,123.25  | 2,922.74  |
| Deposit                                | 11/12/2019      | Deposit   | Meade Co             | 2,123.25  | 5,599.79  |
| Deposit                                | 11/12/2019      | Deposit   | Meade Co             | 5,636.98  | 11,236.77 |
| Deposit                                | 11/14/2019      | Deposit   |                      | 1,161.99  | 12,398.76 |
|  | 11/14/2019      |           | Checking<br>Meade Co | 9,078.79  | 21,477.55 |
| Deposit                                | 11/15/2019      | Deposit   |                      |           | •         |
| Deposit                                | 11/15/2019      | Deposit   | Checking             | 974.68    | 22,452.23 |
| Deposit                                |                 | Deposit   | Meade Co             | 8,271.82  | 30,724.05 |
| Deposit                                | 11/15/2019      | Deposit   | Meade Co             | 3,789.20  | 34,513.25 |
| Deposit                                | 11/18/2019      | Deposit   | Checking             | 634.37    | 35,147.62 |
| Deposit                                | 11/18/2019      | Deposit   | Meade Co             | 4,708.09  | 39,855.71 |
| Deposit                                | 11/25/2019      | Deposit   | Checking             | 1,328.44  | 41,184.15 |
| Deposit                                | 11/25/2019      | Deposit   | Meade Co             | 2,772.91  | 43,957.06 |
| Deposit                                | 11/26/2019      | Deposit   | Checking             | 578.34    | 44,535.40 |
| Deposit                                | 11/27/2019      | Deposit   | Checking             | 231.97    | 44,767.37 |
| Deposit                                | 11/27/2019      | Deposit   | Meade Co             | 601.42    | 45,368.79 |
| Deposit                                | 11/27/2019      | Deposit   | Meade Co             | 1,808.13  | 47,176.92 |
| Total SEWER REV                        | ENUE            | 47,176.92 | 47,176.92            |           |           |
| Total Total Charges fo                 | r Services      | 47,176.92 | 47,176.92            |           |           |
| <b>FAL</b>                             |                 |           | _                    | 47,176.92 | 47,176.92 |

02/11/20

Accrual Basis

## City of Brandenburg - Revenue Fund Transaction Detail By Account December 2019

| Туре                    | Date        | Num Memo  | Cir Split | Amount    | Balance   |
|-------------------------|-------------|-----------|-----------|-----------|-----------|
| Total Charges for Se    | ervices     |           |           |           |           |
| SEWER REVENU            |             |           |           |           |           |
| Deposit                 | 12/03/2019  | Deposit   | Meade Co  | 1,858.67  | 1,858.67  |
| Deposit                 | 12/06/2019  | Deposit   | Checking  | 984.38    | 2,843.05  |
| Deposit                 | 12/06/2019  | Deposit   | Meade Co  | 2,571.74  | 5,414.79  |
| Deposit                 | 12/09/2019  | Deposit   | Meade Co  | 7.033.64  | 12,448.43 |
| Deposit                 | 12/11/2019  | Tap Fee / | Meade Co  | 750.00    | 13,198,43 |
| Deposit                 | 12/12/2019  | Deposit   | Meade Co  | 5,819,95  | 19,018.38 |
| Deposit                 | 12/13/2019  | Deposit   | Checking  | 1.297.57  | 20.315.95 |
| Deposit                 | 12/13/2019  | Deposit   | Meade Co  | 6,648.87  | 26,964.82 |
| Deposit                 | 12/16/2019  | Deposit   | Checking  | 668.62    | 27,633,44 |
| Deposit                 | 12/16/2019  | Deposit   | Meade Co  | 8.726.39  | 36,359.83 |
| Deposit                 | 12/16/2019  | Deposit   | Meade Co  | 6,867.19  | 43.227.02 |
| Deposit                 | 12/20/2019  | Deposit   | Checking  | 1,210.14  | 44,437.16 |
| Deposit                 | 12/26/2019  | Deposit   | Checking  | 1,465.96  | 45,903.12 |
| Deposit                 | 12/26/2019  | Deposit   | Meade Co  | 2,749.75  | 48,652.87 |
| Deposit                 | 12/27/2019  | Deposit   | Checking  | 397.34    | 49,050.21 |
| Total SEWER RE          | VENUE       |           |           | 49,050.21 | 49,050.21 |
| Total Total Charges for | or Services |           |           | 49,050.21 | 49,050.21 |
| TAL                     |             |           | -         | 49,050.21 | 49,050.21 |