AGENDA-REGULAR MEETING
GODDARD CITY COUNCIL
118 NORTH MAIN
GODDARD, KANSAS
April 20, 2020, 7:00 P.M.

A) CALL TO ORDER
B) PLEDGE OF ALLEGIANCE AND INVOCATION
C) APPROVAL OF THE AGENDA
D) CITIZEN COMMENTS
E) APPOINTMENTS, PROCLAMATIONS, RECOGNITIONS, & NOMINATIONS
F) CONSENT AGENDA:

Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, the item will be removed from the Consent Agenda and considered separately.

1. Approval of Minutes
    a. Regular Meeting – March 16, 2020
    b. Special Meeting – March 23, 2020
2. Accounts Payable
    a. March 24, 2020 for $223,177.55
    b. March 31, 2020 for $122,072.97
    c. April 9, 2020 for $110,061.27
    d. April 16, 2020 for $88,016.91
3. Receive & File
    a. Library Board Minutes (March 2020)
    b. Planning Commission Minutes (March 2020)

G) OLD BUSINESS

H) NEW BUSINESS

1. Consider an Ordinance for the Sale of 2020-02 G.O. Temporary Notes Financing Lift Station Sewer Improvements
2. Consider an Ordinance for Arbor Creek Entrance Vacation
3. Consider a proposal for replacing fence at the WWTF
4. Consider WWTF Well #4 Inspection and Maintenance
5. Consider a contract for Sludge removal at the WWTF
6. Discussion of COVID-19 Hazard Pay
7. Water and Sewer Rate Study

I) CITY ADMINISTRATOR'S REPORT
J) GOVERNING BODY COMMENTS
K) EXECUTIVE SESSION
L) ADJOURNMENT

Next Assigned Numbers for:
Charter Ordinance No 14
Ordinance No. 847
Resolution 20-04

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 6:30 and 7:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

CONSENT AGENDA HIGHLIGHTS

F.1 Approval of March 16, 2020 Regular City Council Minutes
Approval of March 23, 2020 Special Meeting Minutes

F.2 Review of Accounts Payable

March 24, 2020 for $223,177.55
March 31, 2020 for $122,072.97
April 9, 2020 for $110,061.27
April 16, 2020 for $88,016.91

F.3 Boards and Commissions Receive & File

Library Board
Planning Commission

- $199,315.85 Mies Construction: Pay Request #4 - Clover Leaf Farms Pay Request #3 - Elkridge Iv
- $47,000.00 Goddard Chamber Of Commerce: 2020 Community Event Funding. (Approved By Council 03.16.20) 2020 Membership Dues
- $70,708.90 Mies Construction Co: Pay Request #4 - Elk Ridge Phase Iv Paving Project 2019-06
- $27,420.10 TranSystems: Professional Services Rendered Through 02.28.20 – R-Cut Project 2020-01 To Serve The Star Bond Area
- $15,763.50 MKEC PROFESSIONAL SERVICES: ARBOR CREEK PHASE I PROJECT 2019-01

MINUTES-REGULAR MEETING
CITY OF GODDARD
118 NORTH MAIN, GODDARD, KS
MONDAY, MARCH 16, 2020

The Goddard City Council met in a Regular Session at Goddard City Hall on Monday March 16, 2020. Mayor Blubaugh called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance and the Invocation. Council members present were Hunter Larkin, Sarah Leland, and Michael Proctor.

Also present were Brian Silcott, City Administrator, Teri Laymon, City Clerk; Micah Scoggan, City Planner; Fred Farris, Police Chief; Thatcher Moddie, Administrative Fellow; Micah Scoggan, City Planner; Harlan Foraker, City Engineer; and Ryan Peck, City Attorney,

APPROVAL OF THE AGENDA

Mayor Blubaugh asked to move all the items under old business to new business.

MOTION: Councilmember ***Larkin*** moved to approve the Agenda as amended. Councilmember ***Leland*** seconded the motion. The motion carried unanimously.

CITIZEN COMMENTS

Eric Brazill, 419 North Oak, expressed his concern for high speed traffic on Oak Street near the Oak Street Elementary School.

APPROVAL OF THE CONSENT AGENDA

The following was submitted to the City Council for approval:

- Approval of Minutes
  - Regular Meeting – March 2, 2020
- Accounts Payable
  - March 3, 2020 for $203,016.48
  - March 12, 2020 for $133,379.45
- Boards and Commissions Receive & File
  - Library Board
  - Planning Commission

MOTION: Councilmember ***Proctor*** moved to approve the consent agenda as amended. Councilmember ***Leland*** seconded the motion. The motion carried unanimously.

AUTHORIZE A DEVELOPMENT AGREEMENT WITH ARBOR CREEK

Brian Silcott, City Administrator, explained the purpose of the development agreement is to define financial, infrastructure and drainage conditions arising from the proposed development of single-family residential housing addition, for the development of Arbor Creek Addition Phase I and the City of Goddard. The City had previously authorized improvements through the special assessment process and issuance of temporary notes for Arbor Creek Phase I.

The City has agreed to provide infrastructure for special assessments with irrevocable letters of credit of thirty-five percent (35%) of the amount to be funded by the bonds and will remain in effect until occupancy permits are issued for 35 percent (35%) of the single family residential lots in Phase I, at which time 100% of the outstanding irrevocable letters of credit or surety bonds shall be released. There is a City administrative fee of up to two percent (2%), estimated to total $54,800.00. Exhibit A of the agreement identifies the approved improvements and the authorized amounts. Any relocation cost will be the sole responsibility of the subdivision to cover. The sanitary sewer mains will be twelve (12) inches in diameter. If the City determines there is a need for larger than twelve (12) inch lines to accommodate expansion beyond this addition, the City shall install such increased capacity facilities, but the City shall be bear all differential in costs caused by that decision. The infrastructure for water improvements will include the construction of a water main, approximately eight (8) inches in diameter to connect to the municipal water system.

The City shall construct and install a lift station to serve Arbor Creek, which station shall have capacity to serve a total of approximately 1,000-1,200 homes in neighborhoods within 3 ¼ sections of the development. The project is estimated to have a total cost of approximately $1,012,000 and will be financed by the city through the issuance of four year temporary notes retired in 2024, and a portion of the notes financed through long-term debt issuance. A total of $110,000.00 shall be specially assessed as an additional cost to Arbor Creek Addition. The lots in future phases of the Arbor Creek Addition shall not bear any additional costs of the lift station. Said costs shall be distributed to the lots in the addition at the discretion of the Developer.

Silcott recommended the City Council: Authorize the Mayor to execute the agreement with Arbor Creek Development, LLC.

MOTION: Councilmember ***Proctor*** moved to authorize the Mayor to execute the agreement with Arbor Creek Development, LLC. The motion was seconded by Councilmember ***Larkin***. The motion passed with Councilmember Leland abstaining.

ACCEPT A PETITION FOR SANITARY SEWER IMPROVEMENTS AND ADOPT RESOLUTION

Brian Silcott presented a petition for Arbor Creek's portion of the regional growth area's sanitary sewer improvements in the amount of $110,000. The estimated project cost for the lift station is $778,107.75, however with contingencies and engineering and inspection costs this amount increases to $1,011,540.08. Silcott stated the City will also purchase separate pumps for the lift station as the pump size and capacity will increase as additional users and demand increase.

Silcott presented a proposed resolution authorizing the improvement must be adopted by the governing body. The petitioners are the sole property owners within the proposed improvement district. Under K.S.A 12-6a04 the property owner is requesting that no public hearing or notice be given.

Silcott recommended the City Council accept the petition and adopt the proposed Resolution.

MOTION: Councilmember ***Larkin*** moved to accept the petition and adopt the proposed resolution. The motion was seconded by Councilmember ***Proctor***. The motion passed unanimously.

Resolution 20-05

AWARD BID FOR CONSTRUCTION OF A SANITARY SEWER LIFT STATION

Brook Brandenburg provided a brief history of actions taken by the governing body related to the Southeast Growth Corridor Lift Station that will serve a minimum of 3 ¼ sections or an estimated 1000 to 1200 homes. Arbor Creek Addition will be one of those additions served by this project.

On January a single bid was received from Nowak Construction for construction of the Southeast Growth Corridor Lift Station for $948,426.95. The bid award under consideration has been value engineered with Nowak, the City Engineer, and the developer's engineer.

The project is estimated to total just over $1,000,000 and will be financed through the issuance of 4-year temporary notes with a portion of the notes planned to be retired in 2024 with the remainder being financed through a long-term debt issuance. Phase 1 of Arbor Creek property tax collections is projected to cash the entirety of debt service for the improvement with additional developments contributing to the cost through an access fee.

Brandenburg recommended the City Council: Award the bid to construct the Southeast Corridor Lift Station to Nowak Construction in the amount $778,107.75 with a 10% contingency of $77,810.78

MOTION: Councilmember ***Larkin*** moved to award the bid to construct the Southeast Corridor Lift Station to Nowak Construction in the amount of $778,107.75 with a contingency of $77,810.78. The motion was seconded by Councilmember ***Proctor***. The motion passed unanimously.

CONSIDER A RESOLUTION AUTHORIZING SANITARY SEWER PUMP IMPROVEMENTS AND ISSUANCE OF TEMPORARY NOTES FOR SOUTHEAST GROWTH AREA LIFT STATION PUMPS

Brian Silcott provided a brief history of the lift station that will serve a minimum of 3 ¼ sections or an estimated 1000 to 1200 homes. Arbor Creek Addition will be one of those additions served by this project. The lift station bid omits the purchase of pumps as the City is providing these specifications and will be included in the financing of the lift station improvement.

The single bid received from Nowak Construction for construction of the Southeast Growth Corridor Lift Station omitted the purchase of the pumps as the City needed to ensure that proper size and time expediency and to account for the participation of property owners in the access fee formula calculation.

The cost of the pump purchase totals an amount not to exceed $200,000. The resolution was authored by Bond Attorney Kevin Cowan and undertaken in accordance with K.S.A. 14-570 and K.S.A. 14-571, as amended by Charter Ordinance No. 12. Approved as to form.

Silcott recommended the City Council: Adopt the proposed resolution authorizing sanitary sewer pump improvements and issuance of temporary notes related to the Southeast Growth Corridor

Lift Station.

MOTION: Councilmember ***Proctor*** moved to adopt the proposed resolution authorizing sanitary sewer pump improvements and issuance of temporary notes related to the Southeast Growth Corridor Lift Station. The motion was seconded by Councilmember ***Larkin***. The motion passed unanimously.

Resolution #20-06

SOUTHEAST GROWTH AREA LIFT STATION EQUIPMENT

Brooke Brandenburg stated the lift station bid omits the purchase of pumps and associated equipment that allows the lift station to function. The equipment purchase includes a USEMCO "Duplex" PumpMate above ground wetwell, two submersible Landia chopper pumps, and an Onmi-Site Beacon and 1-year of monitoring service.

Brandenburg stated the lift station equipment will be purchased from Fluid Equipment at a cost of $176,382.00. Brandenburg added that Phase 1 of Arbor Creek property tax collections is projected to cash the entirety of debt service for the improvement with additional developments contributing to the cost through an access fee.

Brandenburg recommended the City Council approve the purchase of equipment for the Southeast Growth Corridor Lift Station in the amount of $176,382.00.

MOTION: Councilmember ***Larkin*** moved to approve the purchase of equipment for the Southeast Growth Corridor Lift Station for $176,382.00. The motion was seconded by Councilmember ***Proctor***. The motion passed unanimously.

CLOVER LEAF PAVING BID AWARD

Brian Silcott provided a brief history of actions taken by the governing body related to Clover Leaf Addition and submitted a bid from Kansas Paving, which the lowest bid received from six contractors at $305,948. The next lowest bid totaled $325,164.00. The Engineer's Estimate for these improvements totaled $529,000. Staff recommends awarding the bid to Kansas Paving in the amount of $305,948.40 for Phase 1 paving and to Authorize the Mayor & City Staff to Execute the contract presented substantially to form

In accordance with the approved petition, these improvements will be financed through the issuance of temporary notes, which upon reaching the maturity date will be converted into special assessments that will be paid by the property owner.

MOTION: Councilmember ***Larkin*** moved to award the bid to construct the Paving Phase 1 Improvements to Kansas Paving in the amount $305,948.40 and to Authorize the Mayor & City Staff to Execute the contract presented substantially to form. The motion was seconded by Councilmember ***Leland***. The motion passed unanimously

CONSIDER A REQUEST TO WAIVE A WATER TAP FEE FOR TANGANYIKA WILDLIFE PARK

Micah Scoggan, City Planner stated that Tanganyika Wildlife Park (TWP) is a vibrant private zoo,

inside the city limits of Goddard, that has grown steadily over the years in terms of amenities and size. During that time TWP has drawn in many visitors during its open season, actively contributing to Goddard's tourism business.

With its growth TWP has begun to add in new amenities to further excite and charm its visitors. One of the amenities being brought onboard is a new splash park that will be featured next to the penguin and sloth exhibit.

This splash park will need to have a new water pipe installed to manage the large quantity of water that will be needed to run the splash park. This new pipe will need to feed into a water main which will require a tap fee as is typical of all new construction.

TWP would like the Governing Body to consider waiving the fee for the tap as the expense for this new splash park can add up quickly and they are hoping to offset some of those costs if possible.

The City has reviewed its own splash pad as a comparison for how much water consumption could be charged to the new TWP splash park. In reviewing the consumption, it gives insight into how long it could take to recoup the loss of the commercial water tap fee if the Governing Body decided to waive the fee.

Scoggan explained that If we matched the water consumption to the City's splash pad the City could recoup the water tap loss once 1,250 units were consumed which could be expected between May and July.

MOTION: Councilmember ***Larkin*** moved to waive the water tap fees for Tanganyika Wildlife Park. The motion was seconded by Councilmember ***Leland***. The motion passed unanimously

DRC REMOVAL FROM SUBDIVISION REGULATIONS AND ADOPT AN ORDINANCE

Micah Scoggan explained that there is a sub-group of the Planning Commission called the Design Review Committee (DRC) and this committee reviews Site Plans for the Planning Commission and gives them their recommendation after its review. The DRC is currently a non-active subgroup with no existing members. The DRC only served one function and that was for the review of Site Plans and at no point did it have any other purpose.

Scoggan added that the Design Review Committee has the same function as the Planning Commission regarding Site Plans, making the committee redundant. Site Plans are also reviewed by the City Planner and the City planner has certain latitude to determine if a Site Plan needs to be reviewed by the Planning Commission. Because the DRC is currently non-active, and this can become misleading to developers who would want to have the DRC review a site plan if they missed a Planning Commission date. Reducing needless subcommittees unifies the City with less groups handling project material and decision making.

The Planning Commission approved the removal of the DRC on March 9, 2020 determining it was a currently needless subgroup and it is their recommendation the Governing Body make the same determination.

MOTION: Councilmember ***Proctor*** moved to waive the reading of the Ordinance. The motion was seconded by Councilmember ***Larkin***. The motion passed unanimously

MOTION: Councilmember ***Proctor*** moved to adopt said Ordinance. The motion was seconded by Councilmember ***Larkin***. The motion passed unanimously

Ordinance #847

APPROVAL OF NEW EMERGENCY OPERATIONS PLAN

Fred Farris, Police Chief stated the Sedgwick County Emergency Management Department has been working with local municipalities to create Emergency Operations Plans that would be a template for operations during natural or man-made incidents requiring city, county, state and federal resources. This plan was prepared utilizing a template provided by SGCO Emergency Management.

The City of Goddard Emergency Operations Plan gives a general description of the city, identifies risks and vulnerabilities we would likely face, and establishes a chain of command and procedures that we would follow in the event of a large-scale incident. The plan was compiled with input from department heads and is submitted to the Council for approval.

Having such a plan is essential with incidents where state and federal resources and funding might be required and is in line with the National Incident Management System (NIMS).

Chief Farris recommended the City Council approve that City of Goddard Emergency Operations Plan and submission of the plan to Sedgwick County Emergency Management as part of their county-wide plan.

MOTION: Councilmember ***Leland*** moved to approve the City of Goddard Emergency Operations Plan and to submit the plan to Sedgwick County Emergency Management as part of their county-wide plan. The motion was seconded by Councilmember ***Proctor***. The motion passed unanimously

AUTHORIZE THE 2020 FLEET PURCHASE FOR POLICE DEPARTMENT

Chief Farris noted that the Police Department is budgeted for $110,000.00 for annual fleet purchasing in 2020. Our 2012 4WD Police Tahoe with 89K miles is currently being converted into an Animal Control vehicle and a 2014 2WD Police Tahoe with 83K miles has been converted into a public works vehicle for their use. To ensure enough patrol cars are available for use, we are requesting these two vehicles be replaced using money already budgeted for this purchase. One new vehicle will be assigned to a Sergeant and the other will be assigned to a Patrol Officer.

Farris said the purchase of two new SUV's is to replace those re-allocated and to provide a good starting point for a scheduled vehicle replacement program.

Below is a list of costs that would be associated with the purchase and outfitting each vehicle:

- (2) Black 2020 Ford Police Interceptor Explorers purchased and fully upfitted from Traffic Control Services – $100,502.00
- Norris Collision Center painting 1 car with white doors and applying graphics to 2 cars - $1,674.00
- Graphics from Universal Products for both vehicles - $873.24

Chief Farris recommended the City Council approve the use of budgeted money for the purchase of two (2) fully outfitted 2020 Ford Police Interceptor Explorers, paint and graphics in the amount of $103,049.24

MOTION: Councilmember ***Larkin*** moved to approve the purchase of two fully outfitted 2020 Ford Police Interceptor Explorers, paint and graphics in the amount of $103,049.24. The motion was seconded by Councilmember ***Proctor***. The motion passed unanimously

CONSIDER CHAMBER OF COMMERCE EVENT FUNDING REQUEST

Angie Duntz, President of the Goddard Chamber of Commerce presented a request to receive an additional $30,000 in funding support to create a consistent one stop for community events and engagement beginning in January 2020.

The request is for $6,000 per events plus an addition $6,000 "reserve." The proposal as presented would increase City support to $49,200 (1.13 mills on a value of $43,702.38).

The City currently budgets $19,200 in Chamber support. $17,000 is provided from the General Fund Chamber cost center, line item 10-560-9970 with an additional $2,200 in direct City support to pay for phone and utilities, etc.

MOTION: Councilmember ***Larkin*** moved to approve the proposal for an additional $30,000 to the Goddard Chamber of Commerce. The motion was seconded by Councilmember ***Leland***. The motion passed unanimously.

CITY ADMINISTRATOR'S REPORT

To: Honorable Mayor and City Council
From: Brian W. Silcott, City Administrator
Cc: Department Directors & Staff
Re: City Administrator Report for the week of March 16, 2020
Date: March 16, 2020

Below is a brief update on City operations, projects, and future agenda items for the City.

183rd Street Frontage & Intersection: This project continues to proceed including a discussion with KDOT on the addition of Right-Turn Lanes at one or both lanes of travel on 183rd & Kellogg. We hope to advertise the project for construct within 30-60 days after design approval. Plan review often takes several weeks and once approved will proceed.

STAR Bond & Goddard Galleria RCUT: This project is currently in the field check plans phase of design. The City Engineer and City Administrator participated in a progress and design review

meeting with Transystems design team on March 10th. The project design in on schedule. The design team and City staff plan to meet with KDOT staff in the next several weeks to finalize the design and complete the environmental assessment and plan before KDOT's final review of the design. This review process is scheduled to take six (6) weeks to complete. After the office check plans are approved by KDOT, final plans will be completed in late June with an advertising of bids occurring in late August and a project bid Award planned for the October 5th regular City Council meeting.

The approved design budget is $186,210 with $3,494.35 being expensed to date. The estimated total cost of construction is $1,810,000 with KDOT covering the cost of construction. This is project # 2020-01 and KDOT Project #54-87 KA-4362-01.

STAR Bond Project: This project continues to progress and we should see significant movement on the construction of exterior walls to the aquatic center within the next two weeks. Weather dependent of course.

Rustic Creek Addition: There is nothing to report since the City Council's directive to draft a development agreement with City participation identified by improvements with a not to exceed dollar amount. Staff is proceeding on the basis of $193,916.23 as presented at the March 2, 2020 regular City Council meeting. The specific request and the cost contained in the development agreement is as follows:

- Modifications required to onsite SWS System $38,010.00
- Cost of Detention Improvements $92,858.33
- Cost of Roundabout Pavement $18,298.00
- 30% project costs at 30% $44,749.90

Tanganyika CID: There will be a public hearing and special meeting on Monday, March 23, 2020 at 7pm. The meeting will live streamed on Facebook and will also include an open gallery at City Hall for the Public to present testimony on the proposed self-petitioned 2.00% CID sales tax to finance the capital improvements within the park.

COVID-19 Impact on City Operations: City Hall is currently operating in restricted capacity. This means restricting access to City Hall and conducting business electronically or over the telephone. Staff anticipates operating in this capacity for at least three to six weeks. The City is taking the lead from the CDC and the Sedgwick County Department of Health. ***I am attaching the City's COVID-19 Corona Virus News Release for reference HERE***. Additionally the following language was posted to the City's Facebook page:

Goddard City Hall is Open but Closed for Visitation

Goddard City Hall is open for online and telephone business transactions but is closed for in person visitation on Monday, March 16, 2020, in a precautionary action in response to COVID19 / coronavirus and will remain so until further notice. Utility payments may be made online or over the phone. If you require the Goddard Police Department please call 911 or for non-emergency contact 316-794-2051.

Tonight's City Council meeting is still scheduled, we are strongly encouraging people to watch the City's Facebook page where the meeting will be streamed on Facebook Live. For up to date information please follow up via the City's webpage: www.goddardks.gov and our other social media outlets.

The city urges everyone to follow the CDC's general guidelines as this situation progresses:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

Respectfully Submitted,
Brian W. Silcott,
City Administrator

GOVERNING BODY COMMENTS

Councilmember Larkin stated that the Nation is going through a hardship and asked that others stay calm and wash their hands.

Mayor Blubaugh asked the City Planner the status on the duplex. Micah Scoggan stated the Planning Commission approved the request for rezoning the property from R-1 to R-3 and now will go before the City Council for rezoning. Once it is approved the developer will submit a site plan followed with a building permit.

ADJOURNMENT

MOTION: Councilmember ***Larkin*** moved to adjourn the regular meeting. Councilmember ***Leland*** seconded the motion**.** The motion carried unanimously.

Meeting adjourned at 8:20 pm.
Teri Laymon, City Clerk

MINUTES-SPECIAL MEETING
CITY OF GODDARD
118 NORTH MAIN, GODDARD, KS
MONDAY, MARCH 23, 2020, 7:00 P.M.

The Goddard City Council met in a special session hosted by City Administrator Brian Silcott and Administrative Fellow Thatcher Moddie at Goddard City Hall on Monday, December 2, 2019.

Council members that attended through audio conference were Mayor Jamey Blubaugh; and Councilmembers Hunter Larkin, Larry Zimmerman, Sarah Leland, and Michael Proctor. Also attending by audio conference were Teri Laymon, City Clerk; Brooke Brandenburg, Public Works Director; Micah Scoggan City Planner; and Jim Fouts, Owner of Tanganyika Wildlife Park.

Mayor Blubaugh called the meeting to order at 7:00 p.m.

CONDUCT A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF GODDARD, KANSAS AND UNDERTAKING AND FINANCING OF CERTAIN COMMUNITY IMPROVEMENT DISTRICT PROJECTS THEREIN.

Brian Silcott stated the owners of Tanganyika Wildlife Park presented the City with a petition for the creation the Tanganyika Wildlife Park Community Improvement District (CID). At the March 2, 2020 Regular City Council meeting, the petition was accepted by the City Council, calling for a public hearing to be conducted for the purpose of creating CID for Tanganyika Wildlife Park. A notice of Public Hearing was published in the Times-Sentinel Newspaper on March 5, 2020 and March 12, 2020.

The CID statute (K.S.A. 12-6a26 *et seq.*) authorizes the creation of a CID to finance allowed uses stipulated by the statue. The proposed $8,300,000 project would utilize $1,650,000 through a 22-year, 2% sales tax within the CID. The resolution calls for a Public Hearing on Monday, March 23, 2020 at 7:00 PM in the City Council Chambers. The petitioner, Jim & Sheri Fouts of Tanganyika Wildlife Park are the sole petitioners and sole property owners impacted by the creation of the CID district.

Mayor Blubaugh opened the public hearing on the advisability of creating a community improvements district in the City of Goddard, Kansas and undertaking and financing of certain community improvement district projects therein.

There being no verbal or written comments, Mayor Blubaugh closed the public hearing.

Brian Silcott City Administrator recommended the City Council consider an ordinance to create the Community Improvement District and authorize the projects therein, and approve the estimated costs of such improvement projects.

MOTION: Councilmember ***Larkin*** moved to waive the reading of the Ordinance. Councilmember ***Proctor*** seconded the motion. The motion carried unanimously.

MOTION: Councilmember ***Zimmerman*** moved to adopt said Ordinance. Councilmember ***Larkin*** seconded the motion. The motion carried unanimously.

Ordinance #848

CONSIDER AN ORDINANCE REZONING 227 CEDAR STREET FROM R-1 CLASSIFICATION TO A R-3 CLASSIFICATION

Micah Scoggan stated that AST Investment properties has submitted a rezoning request for a property located at 227 N Cedar St. The property currently exists as an empty lot and the builder is proposing to build a 3-plex. The current zoning is R-1 and they would like to rezone to a R-3 zoning classification. The Planning Commission tabled the consideration on December 9, 2019 and approved a motion for a resubmittal of the rezoning application from a PUD to an R-3 on January 13, 2020.

The developer changed the design from a 5-plex to and 3 plex dropping the number of units and allowing the new proposal to fit the bulk regulations of a R-3 classification.

The Planning Commission approved the rezoning request on March 9, 2020

MOTION: Councilmember ***Zimmerman*** moved to waive the reading of the Ordinance. Councilmember ***Larkin*** seconded the motion. The motion carried unanimously.

MOTION: Councilmember ***Proctor*** moved to adopt said Ordinance. Councilmember ***Leland*** seconded the motion. The motion carried unanimously.

Ordinance #849

ADJOURNMENT

MOTION: Councilmember ***Zimmerman*** moved to adjourn the Special City Council Meeting. Councilmember ***Larkin*** seconded the motion. The motion carried unanimously.

Meeting adjourned at 7:24 p.m.
Teri Laymon, City Clerk

CITY OF GODDARD ACCOUNTS PAYABLE LIST: MARCH 24, 2020 COUNCIL REVIEW: APRIL 06, 2020		
VENDOR NAME	***DESCRIPTION***	***AMOUNT***
AT&T	MONTHLY INTERNET/PHONE SERVICE - PUBLIC WORKS SCADA SYSTEM	$ 170.12
BEAL & MITCHELL, LLC	MARCH 2020 MUNICIPAL JUDGE SERVICES	$ 1,625.01
COX BUSINESS	MONTHLY INTERNET/PHONE SERVICE - LIBRARY, POOL	$ 649.87
CARD SERVICES - UMB PURCHASE CARD	FEBRUARY 2020 PURCHASES - MCCANN,MODDIE, KEITH, PEREZ	$ 2,410.60
COMM-TRONIX	2020 LOGMEIN RENEWAL - PUBLIC WORKS	$ 374.26
CERTIFIED ENGINEERING DESIGN - CED	MARCH 2020 ENGINEERING SERVICES	$ 1,000.00
FAMILY HEALTH AMERICA	MARCH 2020 FSA ADMINISTRATIVE SERVICES FEE	$ 100.00
GODDARD PUBLIC LIBRARY	2nd 2020 TAX DISTRIBUTION	$ 2,854.17
GILMORE SOLUTIONS	APRIL 2020 INFOCUS AGREEMENT & LICENSE FEES	$ 3,756.50
IMAGE QUEST	MONTHLY METERED MAINTENANCE FEE - ADMIN COPIER	$ 194.09
LAVEIST, ARLENE - VISION ALLIANCE MARKETING LLC	MARCH 2020 PROBATION SERVICES	$ 250.00
MERIDIAN ANALYTICAL LABS	LAB ANALYSIS - DRINKING WATER, WASTEWATER	$ 515.00
MIES CONSTRUCTION	PAY REQUEST #4 - CLOVER LEAF FARMS PAY REQUEST #3 - ELKRIDGE IV	$ 199,315.85
METROPOLITAN AREA BUILDING & CONSTRUCTION DEPARTMENT	FEBRUARY 2020 PERMIT FEES	$ 3,909.58
MCCOY & SON'S PLUMBING	INSTALL PRO SERIES 3 REVERSE OSMOSIS DRINKING WATER SYSTEM WITH BOOSTER PUMP - CITY HALL	$ 743.12
SPECTRUM PROMOTIONAL	(600) PROMOTIONAL INK PENS	$ 459.27
QUILL	3/MO CALENDAR, HARDWOUND PAPER TOWELS, BINDERS, AA BATTERIES, AAA BATTERIES	$ 120.43
ROBERTS HUTCH-LINE	COPY PAPER, DISINFECTANT SPRAY	$ 64.37
RENN & CO	BOND RENEWAL - SCHROEDER	$ 100.00
SCHWARTZ CONSULTING INC	PHOTO'S WITH SANTA - LIBRARY	$ 389.00
TRAFFIC CONTROL SERVICES	REPLACEMENT FOR CHECK #51508. *(Vendor shredded check instead of stub in error. Original check was for siren upgrade on unit #24 & unit #32 and to install laptop mounts in remaining (8) Police Units)*	$ 2,812.65
TIMES SENTINEL NEWSPAPERS, LLC	PUBLICATION OF RESOLUTION 20-04 ON 03.05.20 & 03.12.20.	$ 1,188.00
USA BLUEBOOK	LAB SUPPLIES - WWTF	$ 175.66
	TOTAL	$ 223,177.55

CITY OF GODDARD ACCOUNTS PAYABLE LIST: MARCH 31, 2020 COUNCIL REVIEW: APRIL 06, 2020		
VENDOR NAME	***DESCRIPTION***	***AMOUNT***
AGRI ENVIRONMENTAL SERVICES, LLC	**APRIL 2020 SLUDGE REMOVAL SERVICE**	**$ 2,000.00**
BUSBY FORD & REIMER, LLC	**INTERIM BILL FOR THE AUDIT OF THE FINANCIAL STATEMENT FOR THE YEAR ENDED 12.31.19**	**$ 7,000.00**
CARD SERVICES - UMB PURCHASE CARD	**FEBRUARY 2020 PURCHASES - LAYMON, SILCOTT, BRANDENBURG**	**$ 1,091.61**
CENTRAL POWER SYSTEMS & SERVICE	**WWTF GENERATOR REPAIR**	**$ 423.75**
CITYCODE FINANCIAL LLC	**2020 RENEWAL FOR ALWAYS UP-TO-DATE CODE, INCLUDING ONLINE CODE UPDATES & YEAR-END PAPER SUPPLEMENTS.** **(6) ADDITIONAL CODE BOOKS.**	**$ 1,800.00**
CLIFTON CLEANING	**MARCH 2020 JANITORIAL SERVICE - CITY HALL, COMMUNITY CENTER, LIBRARY**	**$ 1,235.00**
EVERGY	**MONTHLY ELECTRICAL SERVICE - LIBRARY, SIGNAL LIGHTS, CITY HALL, COMMUNITY CENTER, MEANS PARK, POOL, WATER TOWER, WATER WELLS, PUBLIC WORKS, SEWER LIFT STATIONS, LINEAR PARK, CHLORINATION BLDG, WWTF, SPLASH PAD**	**$ 13,092.98**
EVERGY-WICHITA	**RELOCATION OF 65" EVERGY MAIN LINE POLE - 183RD/KELLOGG FRONTAGE ROAD REALIGNMENT PROJECT 2020-02**	**$ 4,333.14**
GODDARD CHAMBER OF COMMERCE	**2020 COMMUNITY EVENT FUNDING.** *(Approved by council 03.16.20)* **2020 MEMBERSHIP DUES.**	**$ 47,000.00**
GRAY, JULIE	**REFUND PAVILION RENTAL FEE**	**$ 200.00**
GREATER WICHITA YMCA	**MARCH 2020 MEMBERSHIP FEES**	**$ 729.39**
INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION FOR HUMAN RESOURCES - IPMAHR	**MEMBERSHIP DUES - LAYMON** *(Membership period: 05.01.20 - 04.30.21)*	**$ 417.00**
KANSAS DEPARTMENT OF REVENUE - WATER	**Q-1 2020 CLEAN DRINKING WATER AND WATER PROTECTION FEES**	**$ 1,907.74**
KANSAS GAS SERVICE	**MONTHLY GAS SERVICE - LIBRARY, WWTF, PUBLIC WORKS, WATER TOWER GENERATOR, POOL, CITY HALL, COMMUNITY CENTER**	**$ 1,404.05**
KANZA COOPERATIVE	**DIESEL FUEL - PUBLIC WORKS**	**$ 1,239.92**
MERIDIAN ANALYTICAL LABS	**LAB ANALYSIS - SLUDGE**	**$ 759.00**
MORRIS, LAING, EVANS, BROCK & KENNEDY	**FEBRUARY 2020 ATTORNEY FEES**	**$ 4,963.00**
NATIONAL SIGN COMPANY	**STREET SIGNS**	**$ 239.40**
PAASCH, MIKE - ATOC TAX & ACCOUNTING	**MARCH 2020 PAYROLL SERVICES - LIBRARY**	**$ 90.00**
PROMO DEPOT	**KNIT CAPS-POLICE**	**$ 195.00**
TIMES-SENTINEL NEWSPAPERS	**PUBLICATION OF RES 20-05 & ORD 847 ON 03.19.20.** **PUBLICATION OF ORD 848 & ORD 849 ON 03.26.20.**	**$ 877.50**
TRAFFIC CONTROL SERVICES	**REPAIR GRILLE GUARD-POLICE**	**$ 125.00**
TRANSYSTEMS	**PROFESSIONAL SERVICES RENDERED THROUGH 02.28.20 - RCUT PROJECT 2020-01 TO SERVE THE STAR BOND AREA**	**$ 27,420.10**
VANDERBILTS	**WORK BOOTS - MEDLEY** **CREDIT FOR EXCHANGED WORK BOOTS PRICE DIFFERENCE - BRANDENBURG**	**$ 139.98**

VERIZON WIRELESS	MONTHLY CELL PHONE SERVICE - POLICE, PUBLIC WORKS, CITY PLANNER, WWTF, CHAMBER OF COMMERCE	$	817.11
WASTE MANAGEMENT	Q-1 2020 TRASH SERVICE - CITY PARK	$	132.30
WATER WISE ENTERPRISES	CHEMICALS - CHLORINE BLDG, WWTF	$	2,440.00
	TOTAL	$	122,072.97

CITY OF GODDARD ACCOUNTS PAYABLE LIST: APRIL 09, 2020 COUNCIL REVIEW: APRIL 20, 2020		
VENDOR NAME	***DESCRIPTION***	***AMOUNT***
BEST ONE TIRE & SERVICE	**STREET SWEEPER TIRE REPAIR**	**$ 555.42**
CANON SOLUTIONS AMERICA	**MONTHLY METERED MAINTENANCE FEE - POLICE COPIER**	**$ 46.26**
CARD SERVICES - UMB PURCHASE CARD	**MARCH 2020 PURCHASES - BEAGLEY, FARRIS, LAWN**	**$ 4,164.80**
CINTAS-CINCINNATI	**ORGANIZE/STOCK FIRST AID CABINET**	**$ 57.06**
CIVIC PLUS	**ANNUAL WEBSITE HOSTING & SUPPORT RENEWAL . SSL CERTIFICATE ANNUAL RENEWAL** (Renewal Period: 05.26.20 - 05.25.21)	**$ 2,463.27**
COX BUSINESS	**MONTHLY INTERNET / PHONE SERVICE - CITY HALL**	**$ 681.88**
CULLIGAN	**COOLER RENTAL - LIBRARY BOTTLED WATER - WWTF, LIBRARY**	**$ 80.40**
DAVIS-MOORE AUTOMOTIVE	**FLEET MAINTENANCE & REPAIR - POLICE UNIT #38, POLICE UNIT #30**	**$ 120.39**
EVERGY	**MONTHLY ELECTRICAL SERVICE - STREET LIGHTS**	**$ 2,762.11**
FP MAILING SOLUTIONS	**Q-2 2020 POSTAGE MACHINE FEES**	**$ 156.00**
JUNIPER SYSTEMS	**GEODE RECEIVER FOR UTILITY LOCATES & WATER SYSTEM MAPPING**	**$ 2,015.20**
KANSAS MUNICIPAL UTILITIES	**Q-2 2020 REGIONAL TRAINING GROUP II FEES**	**$ 2,611.00**
KANSAS ONE CALL	**MARCH 2020 LOCATE FEES**	**$ 235.20**
KDHE-HEALTH & ENVIRONMENT	**ANALYTICAL SERVICES - WATER** *(Anions Nitrate. Acct No.:J2000)*	**$ 10.00**
KRIER, CHRYSTAL - ATTORNEY AT LAW	**COURT APPOINTED ATTORNEY FEES - 201900582, 201900608, 20100626, 201800359, 201900527**	**$ 500.00**
LAW OFFICE OF SARAH GREEN	**COURT APPOINTED ATTORNEY FEES - 201900590, 201900633**	**$ 200.00**
LEGENDARY LAWN, LLC	**ROW/CITY PROPERTY CONTRACT MOWING FEES WEEK OF MARCH 27.2020**	**$ 1,259.51**
MERIDIAN ANALYTICAL LABS, LLC	**LAB ANALYSIS - DRINKING WATER, WWTF, STORMWATER**	**$ 1,015.00**
MIES CONSTRUCTION CO	**PAY REQUEST #4 - ELK RIDGE PHASE IV PAVING PROJECT 2019-06**	**$ 70,708.90**
MKEC	**PROFESSIONAL SERVICES RENDERED THROUGH 02.29.20-ARBOR CREEK PHASE I PROJECT 2019-01**	**$ 15,763.50**
QUILL	**ROLL PAPER TOWELS, FACIAL TISSUE, FOAM HAND SOAP, BATHROOM TISSUE, MULTI-FOLD TOWELS,PRINTER INK**	**$ 319.88**
ROBERTS HUTCH-LINE	**ROLL PAPER TOWELS, PENCIL CUP, DRAWER ORGANIZER, DESKTOP ORGANIZER TRAY, CREDIT MEMO FOR OVERPAYMENT IN JULY 2019**	**$ 75.84**
SEDGWICK COUNTY DEPARTMENT OF FINANCE	**MARCH 2020 INMATE HOUSING FEES**	**$ 48.45**
SEDGWICK COUNTY ELECTRIC COOPERATIVE ASSOCIATION, INC	**MONTHLY ELECTRICAL SERVICE - ELKRIDGE SEWER LIFT STATION, SPRINGHILL STREETLIGHTS**	**$ 262.72**
THE DATA CENTER	**PRINT/MAIL (1908) UTILITY BILLS, (1836) NEWSLETTERS. REPLENISH POSTAGE FUNDS USED I MARCH 2020.**	**$ 1,352.79**
TIMES-SENTINEL NEWSPAPERS	**SOCIAL DISTANCING RALLY AD**	**$ 180.00**
TWOTREES	**MONTHLY SHELTERBELT FIREWALL & INTERNET MANAGEMENT SERVICES - LIBRARY**	**$ 100.00**

VERIZON	MONTHLY CELL PHONE SERVICE - POLICE EMERGENCY PRIORITY SERVICE	$ 276.08
WASTE MANAGEMENT	MARCH 2020 TRASH SERVICE - COMMUNITY CENTER/CITY HALL, WWTF, PUBLIC WORKS	$ 250.52
WEX BANK	MARCH 2020 FLEET FUEL - PUBLIC WORKS, POLICE, PLANNING	$ 1,789.09
	TOTAL	$ 110,061.27

CITY OF GODDARD ACCOUNTS PAYABLE LIST: APRIL 16, 2020 COUNCIL REVIEW: APRIL 20, 2020		
VENDOR NAME	***DESCRIPTION***	***AMOUNT***
ATLAS ELECTRIC	TROUBLESHOOT AND REPAIR POWER AT TRANSFER SWITCH - WWTF	$ 300.00
CARD SERVICES - UMB PURCHASE CARD	MARCH 2020 PURCHASES - PUBLIC WORK, BRANDENBURG, LAYMON, RONEY	$ 5,895.78
CHAMPION SIX INC	MARKING PAINT, FLAGS - WATER	$ 76.00
COX BUSINESS	MONTHLY INTERNET/PHONE SERVICE - PUBLIC WORKS, WWTF, POOL	$ 520.33
GILMORE SOLUTIONS	PURCHASE OF THINKPAD AND SETUP FOR EMPLOYEE HOME USE	$ 1,340.65
IMAGE QUEST	MONTHLY METERED MAINTENANCE FEE - ADMIN COPIER, LIBRARY COPIER (3/MO)	$ 577.52
LAYMON, TERI	MILEAGE REIMBURSEMENT - CCMFOA SPRING CONFERENCE	$ 161.00
LEE REED ENGRAVING	NAME PLATE FOR COUNCILMEMBER PROCTOR	$ 16.10
METROPOLITAN AREA BUILDING & CONSTRUCTION DEPARTMENT-MABCD	MARCH 2020 PERMIT FEES	$ 4,277.95
MKEC ENGINEERING	professional SERVICES RENDERED THRU 03.28.20 - SE GROWTH CORRIDOR LIFT STATION PROJECT NO. 2019-01.1, ARBOR CREEK PHASE 1 & GODDARD ENTRY REDESIGN PROJECT 2019-01	$ 43,943.25
QUILL	COFFEE	$ 65.94
ROBERTS HUTCH-LINE	ISOPROPYL ALCOHOL	$ 22.92
SEDGWICK COUNTY TREASURER	2ND HALF 2019 REAL ESTATE TAX - ROW PURCHASE FOR 183RD/KELLOGG FRONTAGE RD REALIGNMENT ATGO020520001	$ 2.18
TIMES-SENTINEL NEWSPAPERS	AD REGARDING MEETINGS	$ 160.00
TRANSYSTEMS	RCUT DESIGN SERVICES THROUGH 03.27.20 TO SERVE THE STAR BOND AREA -PROJECT 2020-01	$ 28,171.52
WATER WISE ENTERPRISES	POLYMER - WWTF CHEMICAL	$ 1,097.00
WILKS UNDERGROUND	REMOVE TREE STUMP ALONG A SEWER LINE TO PROTECT INFRASTRUCTURE	$ 650.00
XEROX FINANCIAL SERVICE	MONTHLY LEAS PAYMENT - LIBRARY COPIER *(03.22.20-04.21.20)*	$ 232.95
SHILOH INDUSTRIES	GLASS & COMPUTER SCREEN CLEANER - PUBLIC WORKS	$ 91.38
DECKER ELECTRIC	ADD VOLTAGE RING & POWER, HUNG BRACKET & MOUNTED TV - CITY ALL	$ 314.44
FAMILY HEALTH AMERICA	APRIL 2020 FSA ADMINISTRATIVE SERVICE FEE	$ 100.00
	TOTAL	$ 88,016.91

Goddard Public Library Regular Board Meeting Agenda

March 9, 2020 @ 7:05 pm

1. Roll Call – April Hernandez, Vickie Luthi, Frank Petsche, Lisa Stoller, Alexis Vincent, Lisa Coyne, Tamara Judd, Margo Rakes, Sherry Lauer, and Lisa Fouts. Deanna Highfill was absent due to illness.

2. Approval of Agenda – Lisa Stoller motioned to approve the agenda. Margo Rakes seconded the motion. Motion was approved 9 – 0.

3. Approval of Minutes of Regular Meeting February 10, 2020 –Lisa Coyne stated her name was not included in the February 10, 2020 minutes in the section "Old Business – Programming Committee meeting." She is a member of that committee. Alexis Vincent motioned to approve the minutes with a correction made to add Lisa Coyne's name to the February 10, 2020 minutes. Lisa Fouts seconded the motion. Motion approved 9 – 0.

4. Citizen Comments – None

5. Correspondence and Communications – April will attend a conference in Washington in June and another in Chicago in September. April received confirmation of approval from PLA for an Inclusive Internship Program Grant, in the amount of $3500. The Grant allows April to hire a student intern, age 16 – 19, to intern at the GPL at least 5 hours per week. April believes teens are the most under utilized people. April has not heard back from her application for the Book Festival Grant.

6. Director's Report – Circulation is looking very good. An increase in grant funding could happen since the library is loaning so many more items. An additional 4 libraries join at the end of March. Attendance is growing also. Carrie is working on the library tour. April is participating in Leadership/Management training. She is implementing several Transform Management principles, including a success profile and one2one monthly meetings with employees.

   a. Circulation Report – Sunflower E Library stats are up, ILL's up. Change RBDigital stat from 28 to 281.

7. Financial Report – Sherry Lauer motioned to approve the Financial Report. Frank Petsche seconded the motion. Motion was approved 9 – 0.

8. Old Business –

a. Friends/Foundation update – next meeting is April 1 @ 6 pm – No update from Erinn.

b. Strategic Plan – Ideas – April will ask Dane Baxa about a vehicle for Book Mobile deliveries. She had asked Brian Silcott from the City of Goddard and he suggested asking the school district. April also mentioned asking Mel Hambelton. Margo Rakes spoke with Brenda Sharp from the Goddard Academy about grants for the library. Brenda may be willing to teach members of the Library Board about grant writing.

c. Annual Survey – 65 people have completed the Annual Survey posted on the library website. The survey ends March 15, 2020.

d. Health Fair – About 30 people walked through the Health Fair that were not vendors. The Health Fair offered ideas for programming such as, "Make and take Salad Night" and 5-10 minute massages.

e. Leap into Leadership – April attended this free event. They will have quarterly luncheons. April met Brad White, Textron VP of Operations.

9. New Business –

a. Meeting with City Administer – April and Brian Silcott discussed non-monetary ways the City could help the Library.

b. Refrigerator - Margo Rakes donated a full size refrigerator to the Library that is housed in April's office.

c. Core Values – in Director's Report.

d. Employee Climate survey – Tabled until next month.

e. Board Training – Day to day ops, Services to Community, Other Resources – Peggy works mostly on ILL's and transfers at the moment, also have to be prepared to help with computers, E-Library – printer problems, tax forms help, census help; all previous duties keep employees of the library busy, which is open 51 hours per week. After school is also a very busy time at the library. 2 persons are needed to work at the library on Sunday instead of just one because of increase in library usage. SCKLS offers free training and the State Library offers webinars.

10. Executive Session - 8:17 Vickie Luthi moved to recess into executive session pursuant to non-elected personnel matters to include the Library Board. The Library Board will reconvene the open meeting in the Library commons area at

8:32. Lisa Fouts seconded the motion and the motion carried 9 – 0. No binding action was taken.

11. As may be presented – A motion to approve the Financial Committee's recommendation for a salary increase for April Hernandez was presented by Lisa Stoller. Lisa Coyne seconded the motion. The motion was approved 9 – 0.

Lisa Stoller stated a Tennessee Bill threatens librarians with jail time and the Kansas Legislature could bring up a similar bill.

12. Adjournment – Lisa Stoller motioned to adjourn the meeting at 8:40 p.m. Lisa Fouts seconded the motion. Motion carried 9 – 0.

The above minutes were approved by the Goddard Public Library Board of Directors at the April 13, 2020 regular meeting.

Submitted by Sherry Lauer, Secretary.

MINUTES-REGULAR SESSION
CITY OF GODDARD
118 NORTH MAIN, GODDARD, KS
March 9, 2020

The Goddard Planning Commission met in a Regular Session at Goddard City Hall on Monday March 9, 2020. Chairman VanAmburg called the meeting to order at 7:11 p.m. Chairman VanAmburg led in the Pledge of Allegiance and the Invocation.

Commission members present were:

Justin Parks, Jody Dendurent, Doug Hall, Jamie Coyne, Doug VanAmburg

Commissioners absent were:

Darrin Cline, Shane Grafing

Also present were: Micah Scoggan, City Planner ; Cody Schellenberg, Schellenberg Development; Joey Deneke, MKEC; Tori, Lease Wichita

APPROVAL OF THE AGENDA

MOTION: Commissioner ***Coyneg*** moved to approve the agenda. Commissioner ***Hall*** seconded the motion. The motion carried unanimously.

APPROVAL OF THE MINUTES

MOTION: Commissioner ***Coyne*** moved to approve the minutes from January 10, 2020. Commissioner ***Dendurent*** seconded the motion. The motion carried unanimously.

CITIZEN COMMENTS

Thomas Bariner {211 N Cedar} Stated that most of the neighborhood did not want this development going in. He said that most of his neighbors thought that the Planning Commission was going to act in favor of the development regardless of what the neighbors thought. He said he noticed it went form a 5-plex to a 3-plex but he stated he still didn't want any rental of any kind.

Chair VanAmburg stated that the Planning Commission tabled the matter and spent several months in deliberation prior to coming to their conclusion.

Thomas Bariner asked whether they were going to approve it.

Chair VanAmburg said he believed they were.

Thomas Barriner said you don't care what we think and left the meeting

BOARD OF ZONING

F.1 Sign Variance for Arbor Creek

Scoggan introduced the subject. He stated the development known as Arbor Creek is in the process of putting together a sign for marketing their subdivision within the City of Goddard. This marketing sign is consistent with almost every other subdivision around the metro area. However, the sign they requested to build exceeded the gross square footage allowable within the zoning classification for Arbor Creek, which is an R-1 zoning.

He stated the sign ordinance for R-1 deals predominantly with residents who want to put up signs in their yards and not with the overall marketing of the subdivision. As such it can be cumbersome for developers to submit a marketing sign for a R-1 subdivision only to find the sign ordinance for R-1 prohibits the sign from exceeding a certain size common for larger marketing signs.

He stated that there are criteria for both determining if a variance can be used and when it is accepted as a valid variance

Scoggan recommended that the Planning Commission approve the variance request for the Arbor Creek subdivision.

Commissioner ***Hall*** asked if the sign would be permanent

Cody Schellenberg stated it would be up till about 80% of the lots were sold. If it fell into disrepair during that time they would fix it to keep it looking nice.

Commissioner ***Dendurent*** asked if there were any other requirements that this variance would cover or was it just the gross sq footage?

Scoggan replied it was just for the gross square footage

MOTION: Commissioner ***Hall*** motioned to approve the sign variance request for the Arbor Creek subdivision. Commissioner ***Dendurent*** seconded the motion.

5-0 Motion Carried

OLD BUSINESS

G.1 227 Cedar St R-3 Rezoning Request

Scoggan introduced the subject. He stated AST Investment properties had submitted a rezoning request for a property located at 227 N Cedar St. The property currently exists as an empty lot and the builder is proposing to build a 3-plex. The current zoning is R-1 and they would like to rezone to a R-3 zoning classification.

He stated the Planning Commission tabled the consideration on December 9, 2019 and approved a motion for a resubmittal of the rezoning application from a PUD to an R-3 on January 13, 2020.

He further stated the developer changed the design from a 5-plex to a 3 plex dropping the number of units and allowing the new proposal to fit the bulk regulations of a R-3 classification.

He recommended that the Planning Commission approve the approve the rezoning of the property located at 227 Cedar St.

Commissioner ***Parks*** stated that he felt that multi-family is often mischaracterized and often overlooks the potential for housing teachers and others who would want to live and work in Goddard.

He further stated that perhaps the zoning was wrong and in fact it needed to be zoned this way initially. It makes more sense to have a higher density zoning running parallel to a business district.

Commissioner ***Dendurent*** agreed stating there was many missed opportunities and she had received several offers already by developers who wanted to flip the house at a higher cost or rent out.

Tori of Lease Wichita thanked the Planning Commission for their comments.

MOTION: Commissioner ***Dendurent*** motioned to approve the rezoning of the property located at 227 Cedar St. Commissioner ***Parks*** seconded the motion.

5-0 Motion Carried

NEW BUSINESS

H.1 Easement Dedication Arbor Creek

Scoggan introduced the subject. He stated that Schellenberg Development is going through the physical process of building the subdivision known as Arbor Creek. During this process, small changes in the design may occur requiring review by the Planning Commission and Governing Body.
He stated after initial design work the engineers of MKEC who represent Schellenberg in this development would like to dedicate an additional 10' to an existing 20' sanitary sewer easement.

He stated how the Planning Commission would first need to determine if those offering the dedication can in fact make such a dedication to the City.

He stated if the title work proves accurate than the Planning Commission will determine if the dedication would be in the City's best interest.

He noted Developer does have the title work for this property and the engineering firm MKEC represents the developer. After which a recommendation will be made before the Governing Body to either accept or reject the dedication.

He stated dedications do not require public notice.

He further stated the City Engineer and the Public Works Director approved of this dedication.

Scoggan recommended the Planning Commission approve the Arbor Creek sanitary sewer dedication.

Chair ***VanAmburg*** asked if this was a common occurrence because he had never seen this before.

Joey Deneke replied that subdivisions commonly go through dedications by separate instrument as the project changes.

MOTION: Commissioner ***Dendurent*** motioned to approve the rezoning of the property located at 227 Cedar St. Commissioner ***Parks*** seconded the motion.

5-0 Motion Carried

CITY PLANNER REPORT

Scoggan informed the Planning Commission that on March 9,2020 they would be considering removing the Design Review Committee from the subdivision regulations. Scoggan informed the Planning Commission that state law requires 20 days advanced notice prior to any consideration for amending the subdivision regulations.

Scoggan informed the Planning Commission that on March 9,2020 they would be considering the Site Plan for 227 Cedar St to be viewed concurrently with the re-zoning application.

GOVERNING BODY COMMENTS

Chair ***VanAmburg*** apologized for his tardiness and the late start.

ADJOURNMENT

MOTION: Commissioner ***Coyne*** moved to adjourn the regular meeting.

Commissioner ***Parks*** seconded the motion**.** The motion carried unanimously.

Meeting adjourned at 8:12 pm.
Micah Scoggan, City Planner

Agenda Item H.1

City of Goddard
City Council Meeting
April 20, 2020

TO:	Mayor and City Council
SUBJECT:	Resolution Authorizing & Directing the Issuance of 2020-01 General Obligation Temporary Notes for Sanitary Sewer Improvements serving the Southeast Growth Corridor & Arbor Creek
INITIATED BY:	City Council
PREPARED BY:	City Administrator
AGENDA:	New Business

Recommendations: It is recommended the City Council: Adopt the proposed resolution authorizing, directing, the sale and delivery of General Obligation (GO) temporary notes to fulfill the directive of Resolutions 20-05 and 20-06 for the construction of a sanitary sewer lift station and pumps totaling $1,290,000.

Background: The City Council approved the petitions for Arbor Creek Addition on May 6, 2019 with the adoption of Resolutions 19-07 through 19-14. On August 19, 2019 the Council approved Resolution 19-29 repealing Resolution 19-14 Water Phase I petition Engineer's Estimate to $147,466.00. On October 7, 2019 the City Council approved Resolution 19-30 repealing Resolution 19-06 for Grading improvements to increase the Engineer's estimate to 242,258.17.

A petition for Arbor Creek's portion of the regional growth area's sanitary sewer improvements in the amount of $110,000 was accepted at the March 16, 2020 meeting. The lift station project cost is $1,012,000 and was authorized with the March 16, 2020 passage of Resolution 20-05. The lift station pump cost totals $200,000 and was approved with the passage of Resolution 20-06 at the same meeting. All costs include contingency with any change order exceeding $5,000 requiring approval of the City Council.

Analysis: The proposed resolution authorizes the issuance, sale, and delivery of General Obligation temporary notes in the principal amount $1,290,000 for a term of 4 years. The notes will be issued in denominations of $100,000 with one as a $112,000 note. Interest and issuance costs will be included upon conclusion of the placement. Closing date is May 7, 2020 with annual payments occurring on June 1 and December 1. The first payment will occur on December 1, 2020 with a two-year term ending on December 1, 2022. This term period coincides with the issuance time line of the Arbor Creek Addition special assessment petitions. The notes can be redeemed in whole or in part on or after December 1, 2021. The best offer will be presented at the time of presentation.

Financial Considerations: This issuance complies with the adopted Resolutions of 20-05 and 20-06.

Legal Considerations: The proposed documents have been reviewed by Bond Counsel Kevin Cowan of Gilmore & Bell and City Attorney Ryan Peck. Approve as to Form.

Recommendations/Actions: It is recommended the City Council adopt the proposed Resolution.

Attachments: H.1.a Resolution (31 pages)

RESOLUTION NO. _____

OF

THE CITYOF GODDARD, KANSAS

ADOPTED

APRIL 20, 2020

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2020-1

RESOLUTION

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EXHIBIT A – FORM OF NOTES A-1

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, OF THE CITYOF GODDARD, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Goddard, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the "Improvements") to be made in the City, to-wit:

Project Description	***Res. No.***	***Authority***	***Estimated Cost****
Sanitary Sewer Lift Station Improvements	20-05	K.S.A. 12-6a01 *et seq.*	$1,012,000
Public Improvements – Sewer Pump	20-06	Charter Ordinance No. 12 of the Issuer and K.S.A. 12-101 *et seq.*	200,000
Total			***$1,212,000***

; and

*Construction only, and excludes interest and financing costs

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $1,290,000* to pay costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITYOF GODDARD, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., Charter Ordinance No. 12 of the Issuer, K.S.A. 12-101 *et seq*., and Article 12, Section 5 of the Constitution of the State of Kansas, and K.S.A. 12-6a01 *et seq*., all as amended and supplemented from time to time.

"Authorized Denomination" means $100,000 or any integral multiples thereof, except one Note in denomination of $112,000 (or such amount added to $100,000 or an integral multiple thereof).

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"City" means the City of Goddard, Kansas.

"Clerk" means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2020-1 created pursuant to ***Section 501*** hereof.

"Dated Date" means May 7, 2020.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 2020-1 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Fitch" means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 2020-1 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Note which shall be June 1 and December 1 of each year, commencing December 1, 2020.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Kroll" means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Kroll" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Purchase Agreement" means the Note Purchase Agreement dated as of April 20, 2020 between the Issuer and the Purchaser.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the Treasurer of the State of Kansas, Topeka, Kansas and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series 2020-1, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

118 N. Main, P.O. Box 667
Goddard, Kansas 67052
Fax: (316) 794-2401

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201

Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

_____
_____

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

Fitch Ratings
One State Street Plaza
New York, New York 10004

Kroll Bond Rating Agency
845 Third Avenue, 4th Floor
New York, New York 10022.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Paying Agent" means the Treasurer of the State of Kansas, Topeka, Kansas, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the amount set forth in the Note Purchase Agreement.

"Purchaser" means _____ _____, the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2020-1, of the Issuer in the principal amount of $1,290,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity December 1	Principal Amount	Annual Rate of Interest
2022	$1,290,000*	[___]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be

payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of $100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been

duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Sale of the Notes – Note Purchase Agreement. The execution of the Note Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on December 1, 2021, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 2020-1.

(b) Debt Service Account for General Obligation Temporary Notes, Series 2020-1.

(c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2020-1.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 501. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) An amount necessary to pay the Costs of Issuance ($_____) shall be deposited in the Costs of Issuance Account.

(b) The remaining balance of the proceeds derived from the sale of the Notes ($_____) shall be deposited in the Improvement Fund.

Section 502. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Clerk (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 503. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III***. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Notes and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Notes are being issued in denominations of $100,000 or more; and (b) the Notes are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Notes.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been

pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, Clerk and City Administrator, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability. The previous execution of a Placement Agent Agreement for the Notes, dated April 2, 2020, with Stifel, Nicolaus & Company, Inc., is hereby ratified and confirmed.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on April 20, 2020.

(SEAL)

Jamey Blubaugh, Mayor

ATTEST:

Teri Laymon, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on April 20, 2020, as the same appears of record in my office.

DATED: April 20, 2020.

Clerk

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NOTE: FRONT AND REVERSE OF NOTE MUST BE ON ONE SHEET

EXHIBIT A
(FORM OF NOTES)

REGISTERED NUMBER ____ **REGISTERED $**

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF GODDARD
GENERAL OBLIGATION TEMPORARY NOTES NOTE
SERIES 2020-1

Interest Rate:	**Maturity Date:**	**Dated Date: May 7, 2020**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Goddard, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2020 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such

transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF GODDARD, KANSAS

(Facsimile Seal) By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General Obligation Temporary Notes Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) By: _____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2020-1, of the City of Goddard, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 2020-1," aggregating the principal amount of $1,290,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-6a01 *et seq*., Charter Ordinance No. 12 of the Issuer, K.S.A. 12-101 *et seq*., and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of $100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest

due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Goddard, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of May 7, 2020.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal) By: _____(facsimile)_____
Treasurer of the State of Kansas

Item H.2

City of Goddard
City Council
April 20, 2020

TO:	Mayor & City Council
SUBJECT:	Arbor Creek Entrance Vacation and Dedication
INITIATED BY:	Planning Commission
PREPARED BY:	City Planner
AGENDA:	New Business

Recommendation: It is recommended the City Council: Adopt the proposed ordinance vacating a portion of public right-of-way with an offset dedication of right-of-way.

Background: The City received a request from Arbor Creek Development, LLC (Arbor Creek) requesting the realignment the north entrance to the Arbor Creek subdivision located at 23rd and 183rd. This will require a vacation of a portion of the entrance and a new dedication of a portion of the street right-of-way (ROW) to shift the street slightly more to the east. At the April 13, 2020 regular Goddard Planning Commission meeting recommended the approval of the "Arbor Creek Street" realignment.

Analysis: Due to the realignment of the roadway, the City is abiding by right-of-way requirements. The shift in vacation includes a dedication of equal ground. The proposed ordinance references the findings of fact listed below:

- Due and legal notice of a April 13, 2020, public hearing by the Planning Commission of the City of Goddard, Kansas, on said petition was published in the official city newspaper on February 27, 2020, pursuant to the provisions of K.S.A. 12-504;

- No written objection to said petition has been filed with the Goddard City Clerk, pursuant to the provisions of K.S.A. 12-505;

- The Planning Commission of the City of Goddard, Kansas conducted a public hearing on said petition on April 13, 2020, and based upon its subsequent discussion, voted to recommend approval of said petition;

- No private rights will be injured or endangered by the vacation of the herein described utility easement across and access control to the herein described tract of real property;

- The public will suffer no loss or inconvenience by the vacation of the herein described utility easement across and access control to the herein described tract of real property; and

- In justice to the petitioning owner of said property, vacation of the herein described track of land lying within a portion of Arbor Creek Street right-of-way ought to be granted, and the governing body shall order that such vacation be made.

Financial: There was a small publication cost for the notice of public hearing cost associated with the Planning Commission Public Hearing and publication of the ordinance.

Legal Considerations: Approved as to form

Recommendation/Actions:

- Waive the reading of the ordinance (**VOICE**)

- Approve the ordinance vacating a track of land and accepting the dedication for the realignment of Arbor Creek Street in Arbor Creek Addition. **(ROLL CALL)**

Attachments:

H.2.a Vacation Ordinance (3 Pages)
H.2.b Map of Vacation & Dedication (1 page)
H.2.c KSA 12-505 (1 Page)

(First Published in the Times Sentinel on February 27th, 2020)

THE CITY OF GODDARD, KANSAS
ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF AN EXISTING PLATTED LAND DEDICATED FOR STREET R.O.W ACROSS CERTAIN REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF GODDARD, KANSAS.

WHEREAS, Schellenberg Development is petitioning for a vacation of a certain track of land lying within a portion of Arbor Creek Street right-of-way, as platted in Arbor Creek Addition, an addition to Goddard, Sedgwick County, Kansas, said tract of land being more particularly described as follows:

COMMENCING at the northwest most corner of said Reserve B; thence along the north line of said Reserve B on a platted bearing of N88° 32'15"E, 25.00 feet to the northeast corner of said Reserve B, also being a point on a non-tangent curve to the left, said curve having a radius of 138.50 feet, a central angle of 00° 04'26", a chord bearing of S01 °49'28"E, and a chord distance of 1.75 feet; thence along the east line of said Reserve B and along said non-tangent curve to the left, 1.75 feet to the POINT OF BEGINNING; thence N88° 32'15"E, 5.49 feet to a point on a curve to the right, said curve having a radius of 9.50 feet, a central angle of 90° 00'00", a chord bearing of S46° 27'45"E, and a chord distance of 13.44 feet; thence along said curve to the right, 14.92 feet; thence S01 "27'45"E, 6.84 feet to a point on a curve to the left, said curve having a radius of 200.50 feet, a central angle of 22° 00'21", a chord bearing of S12° 27'56"E, and a chord distance of 76.53 feet; thence along said curve to the left, 77.01 feet to a point on said east line, also being a point on a non-tangent curve to the left, said curve having a radius of 261.50 feet, a central angle of 06° 32'59", a chord bearing of N26"44'36"W, and a chord distance of 29.88 feet; thence along said east line and said non-tangent curve to the left, 29.89 feet to a point on a curve to the right, said curve having a radius of 138.50 feet, a central angle of 27° 49'54", a chord bearing of N16"06'08"W, and a chord distance of 66.62 feet; thence continuing along said east line and along said curve to the right, 67.28 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 714 square feet of land, more or less

WHEREAS, granting a vacation of a portion of the tract of land will allow for the street to be re-aligned

WHEREAS, notice of a April 13, 2020, Goddard Planning Commission public hearing on said petition was published in the official city newspaper on February 27, 2020, pursuant to the provisions of K.S.A. 12-504;

WHEREAS, said petition was placed, for public hearing, discussion and recommendation, upon the agenda of the Goddard Planning Commission;

WHEREAS, no written objection to said petition has been filed with the Goddard City Clerk, pursuant to the provisions of K.S.A. 12-505; and

WHEREAS, the Planning Commission of the City of Goddard, Kansas conducted a public

hearing on said petition on April 13, 2020, and the Goddard Planning Commission, based upon its subsequent discussion, voted to recommend approval of said petition to the Governing Body of the City of Goddard.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GODDARD, KANSAS:

Section 1. <u>Findings</u>

The Governing Body of the City of Goddard, Kansas finds that:

1. Due and legal notice of a April 13, 2020, public hearing by the Planning Commission of the City of Goddard, Kansas, on said petition was published in the official city newspaper on February 27, 2020, pursuant to the provisions of K.S.A. 12-504;

2. No written objection to said petition has been filed with the Goddard City Clerk, pursuant to the provisions of K.S.A. 12-505;
3. The Planning Commission of the City of Goddard, Kansas conducted a public hearing on said petition on April 13, 2020, and based upon its subsequent discussion, voted to recommend approval of said petition;

4. No private rights will be injured or endangered by the vacation of the herein described utility easement across and access control to the herein described tract of real property;

5. The public will suffer no loss or inconvenience by the vacation of the herein described utility easement across and access control to the herein described tract of real property; and

6. In justice to the petitioning owner of said property, vacation of the herein described track of land lying within a portion of Arbor Creek Street right-of-way ought to be granted, and the governing body shall order that such vacation be made.

Section 2. <u>Vacation</u>

COMMENCING at the northwest most corner of said Reserve B; thence along the north line of said Reserve B on a platted bearing of N88° 32'15"E, 25.00 feet to the northeast corner of said Reserve B, also being a point on a non-tangent curve to the left, said curve having a radius of 138.50 feet, a central angle of 00° 04'26", a chord bearing of S01 °49'28"E, and a chord distance of 1.75 feet; thence along the east line of said Reserve B and along said non-tangent curve to the left, 1.75 feet to the POINT OF BEGINNING; thence N88° 32'15"E, 5.49 feet to a point on a curve to the right, said curve having a radius of 9.50 feet, a central angle of 90° 00'00", a chord bearing of S46° 27'45"E, and a chord distance of 13.44 feet; thence along said curve to the right, 14.92 feet; thence S01 "27'45"E, 6.84 feet to a point on a curve to the left, said curve having a radius of 200.50 feet, a central angle of 22° 00'21", a chord bearing of S12° 27'56"E, and a chord distance of 76.53 feet; thence along said curve to the left, 77.01 feet to a point on said east line, also being a point on a non-tangent curve to the left, said curve having a radius of 261.50 feet, a central angle of 06° 32'59", a chord bearing of N26"44'36"W, and a chord distance of 29.88 feet; thence along said east line and said non-tangent curve to the left, 29.89 feet to a point on a curve to the right, said curve having a radius of 138.50 feet, a central angle of 27° 49'54", a chord bearing of N16"06'08"W, and a chord distance of 66.62 feet; thence continuing along said east line and along said curve to the right, 67.28 feet to the POINT OF BEGINNING.
Said tract CONTAINS: 714 square feet of land, more or less

Section 3. <u>Order of Vacation</u>

This Ordinance shall function as an Order of Vacation, pursuant to the provisions of K.S.A. 12-505.

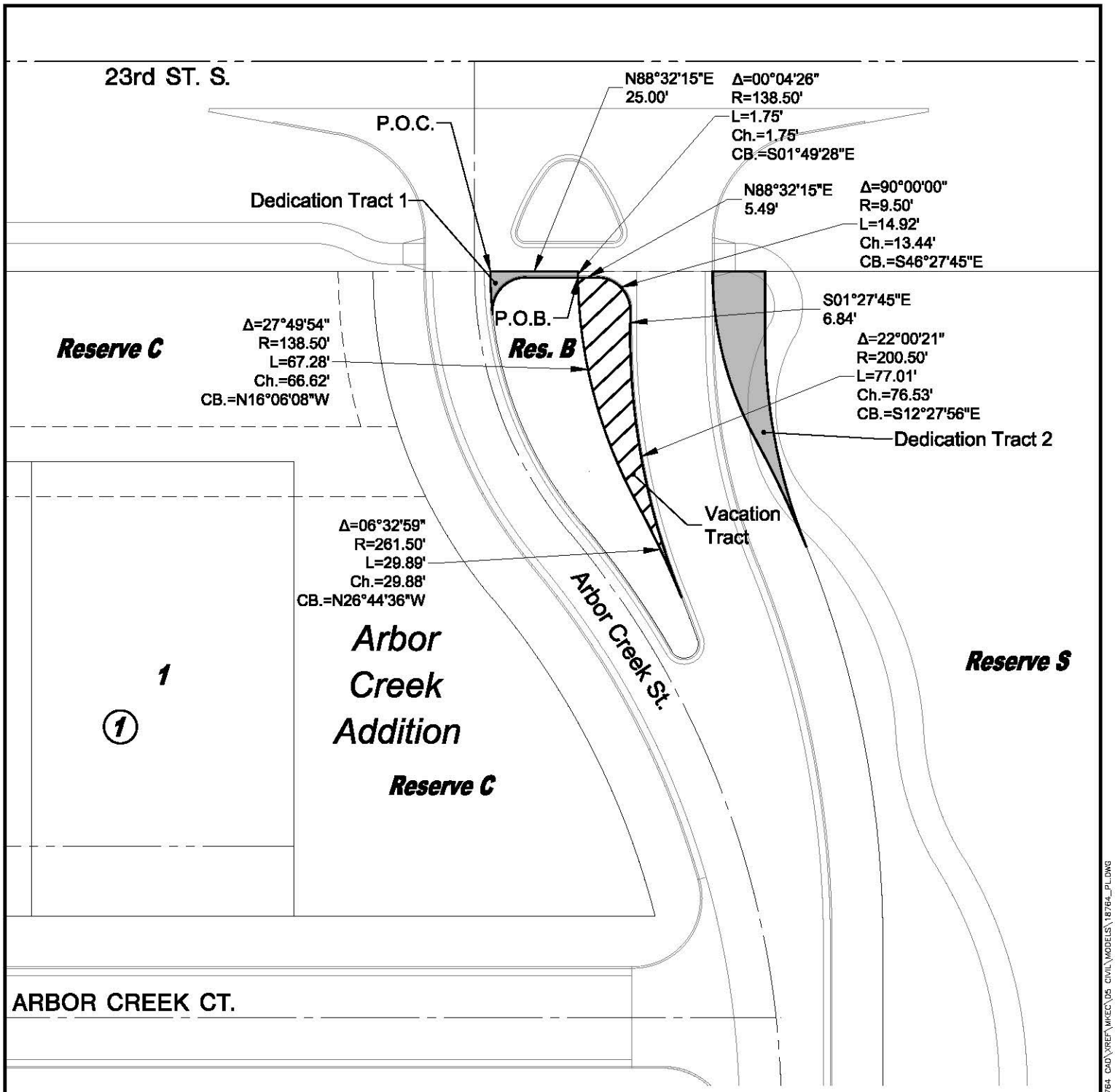
Section 4. <u>Effective Date</u>

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.
Passed and Approved by the Governing Body this 20th day of April 2020.

_____
MAYOR, JAMEY BLUBAUGH

(SEAL)
ATTEST:

_____
CITY CLERK, TERI LAYMON



N

SCALE: 1"=40'

0 40 80

- Street Righ-of-Way Vacation

- Street Right-of-Way Dedication

P.O.C. - Point of Commencement

P.O.B. - Point of Beginning

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MKEC

Wichita, KS • 316.684.9600

STREET RIGHT-OF-WAY
VACATION EXHIBIT
ARBOR CREEK ADDITION

PROJECT NO. 1801010764	DATE: JANUARY 2020		SHEET NO.
DRAWN BY: JGD	DESIGNED BY: BDL	APPROVED BY: BDL	2 OF 3

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12-505. Same; proceedings on petition. (a) Upon the presentation of such petition, as hereinbefore provided for, to the governing body of the city or planning commission, the governing body or planning commission shall proceed to hear the same, or may adjourn the hearing from time to time to some day and hour certain, as deemed necessary, and which adjournment shall be noted upon the record of the proceedings thereof. On the day of the hearing of such petition, the governing body or planning commission shall hear such testimony as may be produced before it, and such other testimony as required in order to fully understand the true nature of the petition and the propriety of granting the same. If the planning commission holds the hearing, the commission shall make a recommendation regarding the vacation and submit such recommendation to the governing body in the same manner provided by K.S.A. 12-752, and amendments thereto, for the submission and approval of recommendations regarding plats. Subject to the provisions of subsection (b), if the governing body or planning commission determines from the proofs and evidence presented that due and legal notice has been given by publication as required in this act, and that no private rights will be injured or endangered by such vacation or exclusion, and that the public will suffer no loss or inconvenience thereby, and that in justice to the petitioner or petitioners the prayer of the petitioner ought to be granted, the governing body shall order that such vacation or exclusion, or both, be made. Any order approving a vacation of plat, street, alleys, easements or a public reservation shall provide for the reservation to the city and the owners of any lesser property rights for public utilities, rights-of-ways and easements for public service facilities originally held in such plat, street, alley, easement or public reservation then in existence and use. The petition shall not be granted if a written objection thereto is filed with the city clerk, at the time of or before the hearing, by any owner or adjoining owner who would be a proper party to the petition but has not joined therein. When only a portion of a street, alley or public reservation is proposed to be vacated, the petition shall not be granted if a written objection is filed with the clerk of the governing body by any owner of lands which adjoin the portion to be vacated.

(b) If within two years following the effective date of the annexation of any tract pursuant to K.S.A. 12-520c, and amendments thereto, and upon petition of the owner of any such tract, the governing body of the city shall exclude such tract if the owner reimburses the city for all costs incurred by the city in the extension of services to such tract, together with interest on the amount of such costs at a rate provided by K.S.A. 16-201, and amendments thereto. The owner shall be required to pay only those costs which are attributable to services which exclusively benefit such tract.

The provisions of this subsection shall apply only to a tract which is under one ownership on the date the petition for exclusion is filed by the owner thereof with the city governing body, and which will not adjoin the city on the effective date of its exclusion from the city.

The terms "tract" and "owner" in this subsection shall have the same meaning ascribed thereto in K.S.A. 12-519, and amendments thereto.

The provisions of this subsection shall expire on December 31, 1997.

(c) Any lands so excluded shall be listed for future taxation the same as though it had never been a part of such city, and which order shall be entered at length on the records of the proceedings of the governing body. Thereupon the city clerk shall certify a copy of such order to the register of deeds of the county in which such property is located. The register of deeds shall record in the deed records of the county at the expense of the petitioner or petitioners, and the register of deeds shall also write on the margin of the recorded plat of such townsite or addition, the words "canceled by order" or "canceled in part by order," as the case may be, giving reference thereon to the page and book of records where such order is recorded in the register's office.

History: L. 1905, ch. 519, § 2; R.S. 1923, § 12-505; L. 1967, ch. 82, § 2; L. 1984, ch. 65, § 4; L. 1997, ch. 147, § 2; May 1.

Source or Prior Law:

L. 1862, ch. 108, §§ 2, 3, 5; G.S. 1868, ch. 108, p. 1072, §§ 2, 3; L. 1877, ch. 190, §§ 2, 4; L. 1891, ch. 245, § 2; L. 1897, ch. 267, §§ 2, 4.

Agenda Item H.3

City of Goddard
City Council Meeting
April 20, 2020

TO:	Mayor and City Council
SUBJECT:	WWTF Fence Replacement
INITIATED BY:	Public Works Director
AGENDA:	New Business

Background: In late February Public Works was contacted by Baughman Engineering and informed that the fence separating the City wastewater treatment facility from the Clover Leaf Farms subdivision extends over the property line onto Clover Leaf Farms property. After having the property line surveyed, we learned the existing fence extends as far as 6.5 feet over the property line for approximately 800-900 feet.

The current fence is a well-worn five-foot-tall chain link with no barbed wire topper. Public Works proposes replacing the fence with an eight-foot-tall chain link fence with a three-strand barbed wire topper. Relocating the fence requires the demolition and replacement of 2000 feet of fencing.

Analysis: The new fence will remedy the issue with the fence extending across the property line onto Clover Leaf Farms property. The new fence will also serve as a solid barrier making it more difficult for a child to gain access to the waste-water lagoons and treatment facility. The City received four bids for the removal and construction of the fencing.

Bids were carefully evaluated by staff and reviewed based on relevant experience, project understanding, ability to perform project requirements, and proposed fees. While the city received several bids from contractors capable of performing the desired scope of work, staff has determined that Arambula Construction submitted the bid that most accurately reflects the City's bid selection process criteria.

Financial: The total cost of Arambula Construction building a new 2000-foot-long, 8-foot-high chain link fence with a three-strand barb wire topper is $28,337.93 and will be allocated 100% to 90-830-8240.

Legal Considerations: Approved as to form

Recommendations/Actions: It is recommended that the City Council approve contracting with Arambula Construction in the amount of $28,337.93 for the construction of a new fence between the WWTF and Clover Leaf Farms.

Attachments: Exhibit A (1 page)

Agenda Item H.4

City of Goddard
City Council Meeting
April 20, 2020

TO:	Mayor and City Council
SUBJECT:	Water Well #4 Maintenance
INITIATED BY:	Public Works Director
AGENDA:	New Business

Background: Water well #4 has developed a noticeable vibration when in operation. The vibration appears to be coming from the well column or electric motor. Diagnosis and repair of the vibration requires the removal and inspection of the pump, column, discharge, and motor. If allowed to continue operation without inspection and maintenance, it is possible the well could fail requiring costly repairs.

Analysis: Proper diagnosis of the vibration requires the removal and inspection of the well column and electric pump motor. The amount of maintenance and repairs required will be determined during disassembly and inspection. Repairs could include a complete rebuild of the well column and/or a rebuild or replacement of the electric well motor.

Financial: The proposed cost of repairs depends on the amount of wear/damage found during disassembly and inspection. Known costs are $8,065, which covers the cost of pulling and inspecting the well column, pump, and motor. Additional costs may include rebuilding/repairing the well column for $9,114.45, and/or $5,548.00 for a new Tesco-Westinghouse electric motor. Total project costs could exceed $20,000. Public Works is requesting spending approval of $25,000 to cover known and unknown repair costs and will be allocated 100% to 82-830-8240.

Legal Considerations: Approved as to form

Recommendations/Actions: It is recommended: The City Council approve the amount not to exceed $25,000 for the maintenance and rehabilitation of water well #4.

Attachments: None

Agenda Item H.5

City of Goddard
City Council Meeting
April 20, 2020

TO: Mayor and City Council
SUBJECT: Solid Waste Sludge Contract Renewal
PREPARED BY: Brooke Brandenburg, Public Works Director
AGENDA: New Business

Background: Wastewater sludge is a semi-solid material produced during sewage treatment of municipal wastewater. The City is required to properly remove, transport, and dispose of sludge in compliance with regulations and guidelines set forth by the Kansas Department of Health and Environment (KDHE). The City of Goddard currently maintains an annual agreement with Agri Environmental Services LLC of Sedgwick, Kansas for the removal of wastewater sludge at the Goddard Wastewater Treatment Facility. The agreement states that Agri Environmental Services LLC will haul and spread up to 150 tons of sludge annually at the cost of $2,000 per month. The contract expired on April 15th. Agri Environmental Services LLC has requested an increase in fees increasing costs from $2,000 per month to $2,500 per month. Agri Environmental Services LLC attributed the cost increase to higher general operating costs. The proposed cost increase by Agri Environmental Services is the first cost increase for wastewater sludge removal since 2016.

Analysis: In response to the requested price increase Public Works contacted several companies and cities to investigate other options for sludge hauling and disposal.

The results of the inquiries may be found below:

Organization Name	Annual Cost	Details
Agri Environmental LLC	$30,000	• Provides truck for sludge storage • Hauls and spreads up to 150 tons per year
Hodge Farms	$15,150*	• Requires City to store sludge onsite • Will be hauled and spread once per year * Does not include transportation costs
Nutri-Jet	$423,079	• City must secure property to spread the sludge
City of Pratt	$31,200	• Hauled to City landfill by contractor • Required City to have custom roll-offs built for sludge storage and hauling.
City of Augusta	N/A	• Hauls & spreads sludge on private property • Requires City owned truck, tractor, spreader & disc for working into ground

Financial: The total cost of removal of wastewater sludge by Agri Environmental Services LLC is not to exceed $30,000 annually. The cost is included in the annual operating budget of the wastewater treatment facility and may be found in line item 30-860-6460.

Legal Considerations: Approved as to form.

Recommendations/Actions: It is recommended that the City Council authorize staff to execute the agreement for wastewater sludge removal with Agri Environmental Services LLC of Sedgwick, Kansas in the amount not to exceed $30,000 annually.

Attachments:
Agreement with Agri Environmental Services LLC (7 pages)

AGREEMENT FOR SLUDGE REMOVAL

THIS AGREEMENT entered into on this ___ day of _____, 2020, by and between Agri Environmental Services LLC ("Agri Environmental Services LLC") and the City of Goddard ("Goddard").

RECITALS

WHEREAS, Goddard operates a Wastewater Treatment Plant; and

WHEREAS, the Wastewater Treatment Plant produces sludge which must be disposed of in a manner that compiles with regulations and guidelines of the Kansas Department of Health and Environment ("KDHE") and other federal, state and local regulatory agencies; and

WHEREAS, Agri Environmental Services LLC is in the business of and is otherwise qualified to remove, transport and dispose of sludge that is produced from wastewater treatment plants; and

WHEREAS, Goddard desires to contract with Agri Environmental Services LLC to remove, transport and dispose of sludge that is produced by Goddard's Wastewater Treatment Plant,

NOW, THEREFORE, for the consideration and for the mutual covenants and promises set forth herein, the parties hereto agree as follows:

Section 1. Removal, Transport and Disposal. In accordance with the terms and conditions herein, Agri Environmental Services LLC shall remove, transport and dispose of sludge produced by Goddard's Wastewater Treatment Plant.

Section 2. Compensation and Billing. Goddard shall pay Agri Environmental Services LLC the sum of $30,000.00 per year for the sludge that is removed, transported and disposed of by Agri Environmental Services LLC in accordance with the terms and conditions of this Agreement. Agri Environmental Services LLC shall submit an invoice to Goddard on a monthly basis by the last day of each month based upon the duplicate copy of the Agri Environmental Services LLC load sheets and time sheets that are to be submitted to the City of Goddard by Agri Environmental Services LLC as required in Section 8 herein. Goddard shall pay Agri Environmental Services LLC on a monthly basis within thirty (30) days of receiving an invoice from Agri Environmental Services LLC.

Section 3. Termination. The term of this Agreement shall be for a period of one year commencing April 20, 2020 , and ending on April 20, 2021. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least sixty (60) days in advance of the then existing term that it does not wish to renew the term of this Agreement.

Section 4. Overall Management. Agri Environmental Services LLC shall provide the necessary management services in accordance with guidelines and regulations of KDHE and other federal, state and local agencies, which outline the procedures for the proper removal, transport and disposal of Goddard sludge including land application of such sludge.

Section 5. Acceptance of Sludge. Agri Environmental Services LLC shall accept from Goddard municipal sludge that is suitable for beneficial use in a land application program as determined by the regulations and guidelines of KDHE. The acceptance of sludge by Agri Environmental Services LLC does not release Goddard for the ultimate responsibility for the sludge under the laws of the State of Kansas and rules and regulation of the Environmental Protection Agency ("EPA").

Section 6. Sludge Loading and Transport. Agri Environmental Services LLC shall provide the necessary labor to efficiently and safely load sludge and to transport sludge away from Goddard Wastewater Treatment Plant to approved land application disposal sites.

Section 7. Frequency of Sludge Removal. Agri Environmental Services LLC shall remove the sludge at a frequency that the Wastewater Treatment Plant shall not be operationally impaired due to the extent of excessive sludge in Goddard's Wastewater Treatment Plant. Agri Environmental Services LLC shall respond to remove sludge from Goddard Wastewater Treatment Plant within twenty-four (24) hours of receiving a request to remove sludge from Goddard.

Section 8. Determination of Sludge Removed. Agri Environmental Services LLC shall provide Goddard with duplicate copies of the Agri Environmental Services LLC load sheet which details the following; date of removal, time truck left the Plant, truck number (if any) , name of drive, amount of sludge loaded onto the vehicle, name of farmer and approved field identification number, number of acres acceptable for use in the field. The original load sheet(s) after a load has been removed, transported and applied to land will be signed by an authorized Agri Environmental Services LLC employee and an authorized Goddard representative prior to billing Goddard for the quantity of sludge removed. One (1) copy of the load sheet(s) and time sheet will remain with Goddard and one (1) copy will remain with Agri Environmental Services LLC.

Section 9. Acquisition of Sites for Disposal. Agri Environmental Services LLC shall be responsible for locating parcels of land on which GODDARD sludge can be applied, and Agri Environmental Services LLC shall provide the legal description, crop, yield, and size of field on which the sludge shall be disposed prior to any sludge being disposed of on such land.

Section 10. Land Applications of Sludge. Agri Environmental Services LLC shall provide labor to properly remove, transport and apply the sludge to acceptable land application sites at agronomic rates in accordance with KDHE regulations and in accordance with other federal, state and local laws and regulations.

Section 11. Monthly Reports. Agri Environmental Services LLC shall complete and file in a timely manner reports as required by KDHE. These reports and records shall be maintained for the specified time period as required by KDHE by Agri Environmental Services LLC and shall be provided to Goddard on a monthly basis. Reports shall be submitted to Goddard by the tenth (10th) day of each month for sludge removed from the Plant and applied to land during the previous month. KDHE requires an annual sludge report due January 1 of each year, which shall be filed by Goddard based upon such monthly reports received from Agri Environmental Services LLC.

Section 12. Laboratory Analysis. The Chief Administrative Officer or their designee shall obtain sludge samples and be responsible for all 40 C.F.R. 503 required sludge testing. Goddard shall provide results to Agri Environmental Services LLC. Within ten (10) days of receipt of analysis.

Section 13. Review of Operations. Agri Environmental Services LLC shall allow Goddard to inspect any and all proposed or approved land application sites used for disposal of Goddard's sludge. Agri Environmental Services LLC shall allow Goddard to monitor daily operations with respect to the disposal of Goddard's sludge.

Section 14. Agronomic Services. Agri Environmental Services LLC shall provide management services which include the location and permitting of suitable farmland for the exclusive use of Goddard's sludge. These application sites shall meet the requirements for land application sites as determined by KDHE rules and regulations and federal, state and local laws rules and regulations. Proposed farmland application sites shall be properly documented as specified by KDHE. Agri Environmental Services LLC shall also be responsible for the soil sampling and analysis for applied sites.

Section 15. Emergency Response. In the event of a spill or regulatory problem involving sludge from Goddard, Agri Environmental Services LLC shall promptly notify Goddard. Agri Environmental Services LLC shall provide the prompt cleanup of spills that are attributable to Agri Environmental Services LLC and that occur while Agri Environmental Services LLC has control of the sludge.

Section 16. Good Faith. If Agri Environmental Services LLC is unable to remove the sludge from Goddard Wastewater Treatment Plant due to strikes, acts of God or other occurrences not reasonably within the province or control of Agri Environmental Services LLC, Agri Environmental Services LLC will not be liable for any additional costs incurred by Goddard, and Agri Environmental Services LLC will not be deemed in default under this Agreement unless thirty (30) days after the impediment has been resolved or eliminated Agri Environmental Services LLC continues to fail or remove the sludge tendered to it.

Section 17. Indemnification. Agri Environmental Services LLC shall indemnify and hold Goddard, it's employees and agents, harmless under this Agreement for all claims, damages, costs or expenses or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this

Agreement to the extend such claims, damages, costs, expenses, liability or loss are not caused by the negligent acts, errors or omissions of Goddard. This provision shall survive the termination of this Agreement.

Section 18. Agri Environmental Services LLC Due Diligence. Agri Environmental Services LLC shall exercise the due care performing its obligations and duties under this Agreement normally and reasonably provided with the respect to similar contract services, but Agri Environmental Services LLC makes no warranty, express or implied, with respect to any services performed hereunder. Agri Environmental Services LLC shall not be liable for any claim, damage, cost or expense, including attorney fees, caused by malfunction or failure of the Wastewater Treatment Plant or by toxic or hazardous materials entering the Plant and residing in the sludge delivered to Agri Environmental Services LLC, or any other liability or loss not directly caused by negligent acts, errors or omissions of Agri Environmental Services LLC.

Section 19. Insurance Coverage. Agri Environmental Services LLC shall provide certification within 30 days of the execution of this contract and maintain at all times during the term of this Agreement, the following minimum insurance coverage:

(a.) Workers Compensation Insurance in compliance with the statues of the State of Kansas, which has jurisdiction of Agri Environmental Services LLC employees engaged in the performance of services hereunder;

(b) Comprehensive General Liability Insurance with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000.00), including the broad form property damage endorsement.

(c) Agri Environmental Services LLC will furnish Goddard with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect. Agri Environmental Services LLC shall name Goddard as an additional insured on its Comprehensive General Liability Insurance. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Agri Environmental Services LLC and Goddard.

(d) The indemnification set forth at Section 17 of this Agreement shall apply to Agri Environmental Services LLC removal, transport and disposal of Goddard's sludge by applying to land.

Section 20. Responsibility of Fines. Agri Environmental Services LLC shall be responsible for the payment of all fines levied by any regulatory agency related to actions taken by Agri Environmental Services LLC in the removal, transport and disposal of the sludge from the Wastewater Treatment Plant.

Section 21. Additional Services. Expenses for removal of sludge from the Wastewater Treatment Plant which are not routine, as a result of flood , fire, act of God, or other force

majeure, civil disturbance or other reasons beyond the control of Agri Environmental Services LLC, are not covered within the scope of this Agreement. If requested, Agri Environmental Services LLC shall assist Goddard in obtaining or providing such additional operation services.

Section 22. Ingress and Egress. Goddard shall allow ingress and egress to Agri Environmental Services LLC to facilitate the removal of sludge from Goddard's Wastewater Treatment Plant.

Section 23. Relative Knowledge. The Chief Administrative Officer or their designee shall provide necessary information to Agir Environmental Services LLC relative to the composition of the sludge that is to be land applied. Goddard shall provide all data and information related to any Goddard "industrial pretreatment program," identifying industrial and commercial providers of wastewater to Goddard's Wastewater Treatment Plant.

Section 24. Sludge Quality. Goddard shall provide a good quality sludge, processed to KDHE requirements, to Agri Environmental Services LLC that is acceptable for land application. Goddard is responsible for the quality of influent into Goddard's Wastewater Treatment Plant, and also for sludge quality. Sludge with toxic or hazardous characteristics is the responsibility of Goddard pursuant to EPA regulations. Goddard shall be expected to enforce their sewer use ordinances to ensure that nothing is discharged into Goddard's sanitary sewer system to cause the sludge to exceed these standards. Goddard understands and agrees that Agri Environmental Services LLC recycles this material into agricultural soil and that it must protect the environment and public health as it does so. In connection therewith, Goddard shall notify Agri Environmental Services LLC in a timely manner of sludge quality problems discovered in disposal and in testing, which is the responsibility of Goddard.

Section 25. Notice. Every notice or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent, postage prepaid, by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice given from time to time in accordance herewithin:

GODDARD: City of Goddard
P.O. Box 667
Goddard, KS 67052
Attn: Brian Silcott

Agri Environmental Services LLC: Agri Environmental Services LLC
Keenan Kelley
11515 W. 109th N.
Sedgwick, KS. 67135

Section 26. Entire Agreement. This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

Section 27. State of Kansas. This Agreement shall be deemed to have been made in Sedgwick County, Kansas, and shall be governed by, and construed in accordance with, the laws of the State of Kansas.

Section 28. Services Personal. The services to be performed by the Agri Environmental Services LLC under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific written consent of Goddard.

Section 29. Severability. If any provision, or any portion thereof, contained in this Agreement are held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Section 30. Anti-Discrimination Clause. Agri Environmental Services LLC agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for all employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contract or is found guilty of any violation of such acts by the Kansas Human rights Commission, Such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Goddard; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended in whole or in part, by Goddard.

Parties to this contract understand that the provisions of the Section 30 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employees fewer than four (4) employees during the term of such contract or whose contracts with Goddard cumulatively total Five Thousand Dollars ($5,000.00) or less during the fiscal year.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ___ day of _____, 2020.

CITY OF GODDARD SERVICES LLC

By:_____
Printed Name: Brian Silcott
Title: City Administrator, City of Goddard

ATTEST:

_____
Teri Laymon, City Clerk

AGRI ENVIRONMENTAL

By:_____
Printed Name: Keenan Kelley
Title: Owner

WITNESS:

_____

Agenda Item H.6

City of Goddard
City Council Meeting
April 20, 2020

TO:	Mayor and City Council
SUBJECT:	Discussion of Hazard Pay
INITIATED BY:	City Council
PREPARED BY:	Finance Director
AGENDA:	New Business

Background: Staff received a request from a couple of City Council Members to present this item for discussion.

Workers in essential occupations are being provided little additional support during the COVID-19 pandemic, and some policymakers are proposing the use of hazard pay (additional financial support often used in industries with high probability of death or injury) to compensate essential workers for the risks they are taking.

At their regular meeting on April 8, 2020, the Sedgwick County Board of Commissioners approved hazard pay for County staff. First responders and other employees directly in contact with the public will receive $100 per week in hazard pay. Other employees not in direct contact with the public, but who's jobs are deemed essential to the community's health and wellness, are to receive an additional $50 per week.

The County made hazard pay effective for the next two pay periods, with further board approval needed to extend the program.

Analysis: The City management team recommends extending hazard pay benefits to City personnel. The proposal mirrors the County hazard pay program in providing a weekly bonus of $100 to employees directly in contact with the public (Public Works and Police staff), and a weekly bonus of $50 to essential employees not in direct contact with the public.

Staff recommends making the benefit retroactive for the pay period ending April 12, 2020, and extending it for the pay periods ending April 26, May 10, and May 24, 2020. If significant progress toward ending the pandemic has not occurred by the regular City Council Meeting of May 18, staff will propose extending the hazard pay program into the month of June at that time.

Financial:

The total cost for the proposal is $20,400, or $5,100 per pay period. The funding sources are displayed in the chart below.

	Pay Periods Ending			
	4/12/2020	4/26/2020	5/10/2020	5/24/2020
General Fund - Administration	$225.00	$225.00	$225.00	$225.00
General Fund - Police	$2,600.00	$2,600.00	$2,600.00	$2,600.00
Water Utility Fund - Admin	$758.33	$758.33	$758.33	$758.33
Sewer Utility Fund - Admin	$758.33	$758.33	$758.33	$758.33
Special Highway Fund - Admin	$758.33	$758.33	$758.33	$758.33
	$5,100.00	**$5,100.00**	**$5,100.00**	**$5,100.00**

$100 per week - Police and Public Works

$50 per week - Other essential employees

Legal Considerations: Approved as to form

Recommendations/Actions: It is recommended the City Council: Direct Staff accordingly. (**VOICE**)

Agenda Item H.7

City of Goddard
City Council Meeting
April 20, 2020

TO:	Mayor and City Council
SUBJECT:	Water/Sewer Utility Comprehensive Rate Study
INITIATED BY:	Mayor and City Council
PREPARED BY:	City Treasurer
AGENDA:	New Business

Background:

The Mayor and City Council have expressed interest in lowering the monthly water and sewer bills for low consumption customers. During the 2020 Budget development process, the City Treasurer proposed a set of rate changes that would lower the base rates for water and sewer bills and increase the rates for consumption.

Due to the limited functionality of the City's accounting system software, it was difficult to determine how much the proposed rate changes would affect customers with moderate to high consumption. The Mayor and Council expressed interest in contracting with a consultant to appraise the City's utility rate structure and offer alternatives to the City Treasurer's proposal.

Analysis:

The City received a quote for a comprehensive utility rate study from MGT Consulting Group. In a partnership with GovRates, Inc, MGT proposes a comprehensive rate study that would include the following scope of services:

- Working with the City to establish business and financial goals, objectives, and targets to be incorporated into the financial and rate plan for each system. The plan should consider best management practices as recognized by the utility industry.
- Developing an in-depth understanding of each system's operations and processes such that the cost of service and revenue necessary to fully fund the system's operations can be identified.
- Developing optimal funding and financing strategies for the multi-year capital improvement program to minimize rate increases and help keep rates affordable and competitive while adhering to utility best management practices.
- Classifying costs as appropriate among customer classes and developing equitable and defensible rates, fee, and charges for each customer class.
- Performing rate / bill comparisons and benchmarking with other utilities.

- Developing high-quality, state-of-the-art, customized, and easy-to-use financial planning models that properly represent each utility's business attributes and allows for scenario, sensitivity, and risk assessment analyses given changes in key assumptions such as system growth, usage per customer, staffing changes, capital needs, etc. The models will have graphical management dashboards to allow the City to analyze the forecasted financial position of the utility system, to evaluate funding and rate scenarios, and to determine potential risks and business strategies. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the financial forecast results for each scenario that the City would like to explore.
- Preparing a comprehensive report documenting all assumptions, methodologies, and findings. A detailed report will help the City staff reconcile projected vs. actual results and will provide assurance that all relevant operational and financial considerations were incorporated into the financial plan.
- Providing easy-to-understand briefing documents and other deliverables to facilitate public acceptance of the study recommendations.

The project deliverables will include:

- Initial data request for information compilation.
- Financial models for all rates evaluated – drafts and final.
- Rate / bill comparisons of existing and proposed rates among customer classes and benchmarking with neighboring or other jurisdictions.
- Comprehensive rate study report providing the assumptions, findings, and conclusions of the study – drafts and final.
- Briefing document for presentation of study results to the City Council – drafts and final.

MGT hopes to complete the study within 45 days of project initiation. This timeline should provide for the results to be consulted in developing the 2021 Water and Sewer Utility Funds budgets.

Financial:

MGT proposes a **Not-to-Exceed budget of $23,800**. This assumes a level of service of up to **180** hours to complete the project. The project will be invoiced on a monthly basis based on the percentage of the progress achieved.

Staff proposes using Water and Sewer Replacement reserves to fund this capital expenditure. Currently the **Water Reserve Fund balance is $328,093**, and the **Sewer Replacement Reserve has a fund balance of $138.879**. The cost allocation would not exceed **$11,900** from either individual fund.

Legal Considerations: Approved as to form

Recommendations/Actions: It is recommended the City Council:

Accept the Proposal from MGT and authorize staff to enter into a contract for services for a rate study with costs not-to-exceed $23,800.

Attachments:
MGT Proposal City of Goddard KS_FINAL.pdf

MGT CONSULTING GROUP

April 17, 2020

Mr. Matt Lawn
Chief Financial Officer
City of Goddard
118 N. Main Street
Goddard, KS 67052

Subject: Water & Sewer Cost of Service Study

Dear Mr. Lawn:

MGT Consulting Group (MGT), in partnership with GovRates, Inc., is pleased to present this executive summary of our proposal to provide a Comprehensive Cost of Service Study and Rate Design for the City's Water & Sewer Utilities.

Summary of Work to Be Performed

Our proposed scope of services includes the following components:

- Working with the City to establish business and financial goals, objectives, and targets to be incorporated into the financial and rate plan for each system. The plan will consider best management practices as recognized by the utility industry.
- Developing an in-depth understanding of each system's operations and processes such that the cost of service and revenue necessary to fully fund the system's operations can be identified.
- Developing optimal funding and financing strategies for the capital improvement program to minimize rate increases and help keep rates affordable and competitive while adhering to utility best management practices.
- Classifying costs as appropriate among customer classes and developing equitable and defensible rates, fee, and charges for each customer class.
- Performing rate / bill comparisons and benchmarking with other utilities.
- Developing high-quality, state-of-the-art, customized, and easy-to-use financial planning models that properly represent each utility's business attributes and allows for scenario, sensitivity, and risk assessment analyses given changes in key assumptions such as system growth, usage per customer, staffing changes, capital needs, etc. The models will have graphical management dashboards to allow the City to analyze the forecasted financial position of the utility system, to evaluate funding and rate scenarios, and to determine potential risks and business strategies. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the financial forecast results for each scenario that the City would like to explore.
- Preparing a comprehensive report documenting all assumptions, methodologies, and findings. A detailed report will help the City staff reconcile projected vs. actual results and will provide assurance that all relevant operational and financial considerations were incorporated into the financial plan.

- Providing easy-to-understand briefing documents and other deliverables to facilitate public acceptance of the study recommendations.

Project Deliverables

The project deliverables will include:

- Initial data request for information compilation.
- Financial models for all rates evaluated – drafts and final.
- Rate / bill comparisons of existing and proposed rates among customer classes and benchmarking with neighboring or other jurisdictions.
- Comprehensive rate study report providing the assumptions, findings, and conclusions of the study – drafts and final.
- Briefing document for presentation of study results to the City Council – drafts and final.

Cost Proposal & Timeline

We propose to establish a not-to-exceed budget for the Project of **$23,800,** which assumes a level of service of up to **180 hours** to complete the project. Due to the current COVID-19 situation, it is anticipated that all meetings will be held virtually via WebEx, GoToMeeting, or Skype until such time as regular travel is safe again.

The project timeline is expected to be 45 days from project initiation, with a target of completion before May 29, 2020, presuming the information necessary for the calculations is readily available.

Experience

MGT is the leader in cost allocation and user fee services for cities and counties in Kansas. MGT is a national research and management consulting firm specializing in providing management and financial services to public-sector clients. The firm's staff of over 100 professionals located across the nation brings a wealth of knowledge and depth of understanding to all client engagements, delivering the highest quality and timely services to clients. Since its founding in 1974, MGT has successfully managed more than 9,900 client engagements nationally with a significant portion of MGT's engagements being repeat business, reflecting client satisfaction with the quality of services delivered by MGT and MGT's ability to exceed client expectations.

GovRates is an exceptionally qualified utility, financial, rate, and management consulting firm that primarily serves governments. GovRates has provided consulting services in many states as well as in Puerto Rico and the U.S. Virgin Islands. GovRates has established a reputation for providing exceptional value and the highest-quality deliverables to our clients.

GovRates is fully qualified and insured for any rate and financial work that the City may need. Services provided by GovRates include:

- Rate, tax, cost of service, revenue sufficiency, and revenue enhancement studies.
- Strategic planning and financial / business models.
- Financing / funding optimization and feasibility.
- Capacity / impact fees (system development charges).
- Policy development assistance.
- Contract negotiations and service agreements.
- Public outreach and customer support.
- Expert witness and litigation support.

Together, MGT and GovRates provide cost of service studies to more than 500 local government clients each year, including annual projects for the City of Wichita, Sedgwick County, the Kansas City Board of Public Utilities, the Kansas Power Pool and the City of Topeka.

The project team includes Mr. Bryan Mantz, a nationally recognized utility rate expert who has been involved in the development of several manuals of practice including two (2) that are continually referenced by the utility industry for guidance on the development of rates, fees, and charges:

- The American Water Works Association's (AWWA's) Manual of Practice 1 (M1): Principles of Water Rates, Fees, and Charges.
- The Water Environment Federation's (WEF's) MOP 27: Financing and Charges for Wastewater Systems.
- Mr. Mantz was one of the primary authors of the AWWA M1 manual's chapter on system development charges / impact fees.

Closing

If you have any questions concerning our proposal, please contact Mr. Bret Schlyer (316-214-3163 | bschlyer@mgtconsulting.com). MGT Consulting Group looks forward to the opportunity to continue to work with the City on this project.

Sincerely,

J. Bradley Burgess
Executive Vice President
MGT Consulting Group

PROPOSAL

APRIL 16, 2020

MGT CONSULTING GROUP

SUBMITTED BY:

BRET SCHLYER

VICE PRESIDENT, FINANCIAL SOLUTIONS

13303 W. MAPLE, SUITE 139 #177
WICHITA, KS 67235

316.214.3163
BSchlyer@mgtconsulting.com

COMPREHENSIVE COST OF SERVICE STUDY AND RATE DESIGN FOR WATER AND SEWER UTILITIES

CITY OF GODDARD, KANSAS

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1. EXECUTIVE SUMMARY

MGT of America Consulting, LLC (MGT) in partnership with GovRates, Inc. (GovRates) is pleased to offer the services of our exceptionally qualified and experienced team to the City of Goddard, Kansas (City) in response to the City's request for a proposal for a Comprehensive Cost of Service Study and Rate Design for Water and Sewer Utilities. The following sections of this proposal communicate the benefits to the City of selecting the Project Team. These benefits include:

- Our expertise developed through successfully working with hundreds of utilities throughout the United States (coast to coast) would help to ensure project success and public acceptance of study recommendations. We work all over the United States and continue to have wide exposure to different ideas and practices of utilities. MGT is the leader in cost allocation and user fee services for cities and counties in Kansas.
- Our clean record and expert witness experience provide assurance to the City that we have the technical expertise and credibility to develop defensible rates, charges, and other financial recommendations for the City that are in full compliance with Kansas law.
- Our local presence (MGT has staff located in Wichita, Kansas) helps to ensure that we can provide outstanding customer service and support to the City.
- Our utility industry leadership indicates our level of expertise and provides assurance that we are well-versed in the latest industry trends, new ideas, and innovations. A summary of our utility industry leadership is shown in the table below.

UTILITY INDUSTRY LEADERSHIP

- **Helping to Shape Utility Industry Standards with Involvement in National Committees**
  - AWWA National Rates and Charges Committee
  - AWWA National Rate Survey Advisory Committee
  - AWWA National Small Systems Technical Review Committee
  - WEF National Utility Management Committee
- **Establishing Utility Practice Guidelines Through Contributions to Manuals of Practice**
  - AWWA M1: Principles of Water Rates, Fees, and Charges
  - AWWA M5: Water Utility Management
  - AWWA M29: Water Utility Capital Financing
  - AWWA M52: Water Conservation Programs
  - AWWA M54: Developing Rates for Small Systems
  - WEF MOP 27: Financing and Charges for Wastewater Systems
- **Communicating Solutions for Issues at the Forefront of the Utility Industry via Publications**
  - Utility Rates and the Political Environment
    - AWWA National Award Winner
  - Utility Impact Fees: Practices and Challenges
    - AWWA National Award Winner
  - Optimal Debt Management Practices for Local Government Enterprises
  - Utility Transfers to the General Fund: What is Reasonable, Fair, and Legal?
  - The Finance Director's Role in Helping Public Enterprises Look Their Best
  - Developing a Management Dashboard for Local Government Enterprise Funds
- **Promoting Utility Best Management Practices Through Presentations at National and State Conferences**
  - Preparing for Rate Studies and Bond Financings: Is Your Utility Ready?
  - Utility Rates and the Political Environment: Establishing the Utility Business Foundation and Managing the Rate Approval Process
  - Utility Infrastructure Financing
  - Financial Planning for Enterprise Funds: Tips and Strategies
  - Managing Utility Growth: A Financial Perspective
  - Revenue Enhancement Opportunities for Enterprise Funds

- Our Municipal Advisor registration and demonstrated competency (Series 50-Qualified Representatives):
  - Provide assurance that we are fully qualified and meet all legal requirements to provide debt financing support to the City. The Securities and Exchange Commission and Municipal Securities Rulemaking Board have ruled that municipal advisor registration is required for a rate consultant to:
    - Evaluate financing options available to the City and providing advice / recommendations on the structure, timing, and terms of such options.
    - Provide advice on whether certain rates and revenues would support debt service and meet coverage requirements on a financing option available to the City.
    - Perform cash flow modeling in support of City financing options.
    - Provide financing advice / recommendations to the City's independent registered financial advisor if the need arises (i.e., indirect advice).
    - Complete the financial sections of a State Revolving Fund loan application.
    - Serve as the financial feasibility consultant for a City bond issue.
  - Provide confidence that optimal funding and financing strategies would be developed for the utility's multi-year capital improvement program to minimize rate increases and help keep rates affordable and competitive while adhering to utility best management practices.
  - Provide assurance that we will always look after the City's best interests given our statutory fiduciary duty (highest standard of care).
- Our financial modeling expertise ensures that the financial models developed for the utility rate study would be useful tools for the City's internal use following project completion. The Project Team is renowned for offering some of the best financial models in the utility industry. We believe that the City should have a high-quality, state-of-the-art, and customized financial model for its water and sewer systems that the City staff could easily use and update long after project completion. The Project Team is current working with many other utilities to develop these financial planning tools. The Project Team's financial models can evaluate a wide range of financial products (e.g., bonds, bank loans, low-cost State Revolving Fund loans, etc.) and can either incorporate assumptions from the City’s municipal advisor or generate repayment schedules based on City staff inputs. Our financial models also have the flexibility to automatically generate repayment schedules considering interest-only payments for a certain period of time as well as capitalized interest.
- Our lower hourly billing rates and not-to-exceed budget can provide the City with confidence that it is receiving the very best value for rate and financial work. The Project Team has always completed projects on-time, within budget, and with a successful outcome.

2. COMPANY BACKGROUND

MGT is the leader in cost allocation and user fee services for cities and counties in Kansas. MGT is a national research and management consulting firm specializing in providing management and financial services to public-sector clients. The firm's staff of over 100 professionals located across the nation brings a wealth of knowledge and depth of understanding to all client engagements, delivering the highest quality and timely services to clients. Since its founding in 1974, MGT has successfully managed more than 9,900 client engagements nationally with a significant portion of MGT's engagements being repeat business, reflecting client satisfaction with the quality of services delivered by MGT and MGT's ability to exceed client expectations.

GovRates is an exceptionally qualified utility, financial, rate, and management consulting firm that primarily serves governments. GovRates has provided consulting services in many states as well as in Puerto Rico and the U.S. Virgin Islands. GovRates has established a reputation for providing exceptional value and the highest-quality deliverables to our clients.

GovRates is fully qualified and insured for any rate and financial work that the City may need. Services provided by GovRates include:

- Rate, tax, cost of service, revenue sufficiency, and revenue enhancement studies.
- Strategic planning and financial / business models.
- Financing / funding optimization and feasibility.
- Capacity / impact fees (system development charges).
- Policy development assistance.
- Contract negotiations and service agreements.
- Public outreach and customer support.
- Expert witness and litigation support.

Both firms are financially stable and have the necessary depth of resources to exceed the City's expectations in performing the Project.

KANSAS LOCAL GOVERNMENTS OR ENTITIES SERVED

Kansas		
Johnson County	Kansas City Board of Public Utilities	Kansas Power Pool
Butler County	Unified Government of WYCO/KCK	Kansas Department of Commerce
City of St. Mary's	Sedgwick County	Kansas Department of Wildlife Parks and Tourism
City of Topeka	Kansas Corporation Commission	City of Winfield
City of Wichita	Kansas Department of Labor	

PRINCIPALS AND CONTACT INFORMATION

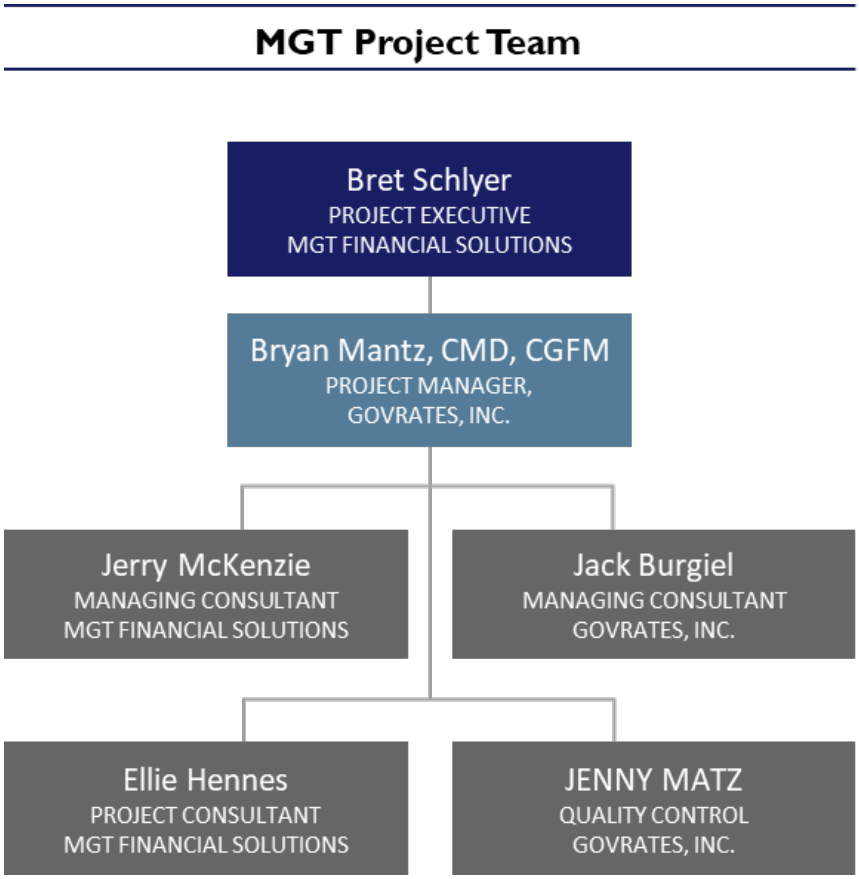
Mr. Bret Schlyer from MGT and Mr. Bryan Mantz from GovRates are the principals on the Project Team. Each principal has over 25 years of relevant utility, financial, rate, and management consulting experience. A discussion of their experience and copies of their resumes are in Section 3: Review Team Resumes.

Contact information follows:

MGT PROJECT LEADER	**Bret Schlyer, Vice President, Financial Solutions, MGT of America Consulting, LLC** 13303 W. Maple, Suite 139 #177 | Wichita, KS 67235 P 316.214-3163| Email: BSchlyer@mgtconsulting.com Website: **mgtconsulting.com**
GOVRATES PROJECT LEADER	**Bryan A. Mantz, CMC, CGFM President, GovRates, Inc.** 1988 Varick Way | Casselberry, FL 32707-2409 P: 407.921.9753| Email: bmantz@govrates.com Website: **govrates.com**

3. PROJECT TEAM

The organizational chart below summarizes the key Project Team professionals. Additional resources are available as needed, as GovRates and MGT on a combined basis have over 100 employees nationwide. A brief description of the Project Team members follows:



BRET SCHLYER – VICE PRESIDENT, MGT FINANCIAL SOLUTIONS

Mr. Schlyer has over 25 years of public-sector consulting experience. He has extensive experience in assisting local governments and state agencies in the preparation and submission of indirect cost rates and indirect cost allocation plans to federal cognizant agencies. He has completed user fee studies, indirect cost rate proposals, cost allocation plans and cost of service studies for state and local agencies throughout the US. He serves in a similar capacity as proposed here for approximately 30 clients each year.

Project Role: Senior-level project support, including preparation of project deliverables; 100% available to complete the utility rate study in accordance with the City's schedule for the project.

BRYAN A. MANTZ, CMC, CGFM – PROJECT MANAGER, GOVRATES

On behalf of GovRates, Bryan Mantz, CMC, CGFM would serve as the Project Manager for this engagement. He would be the primary contact between the Project Team and the City and would be responsible for ensuring that the project is performed as efficiently as possible, that all project deadlines are met, that all scope of services requirements are fulfilled, and that the City's expectations are exceeded.

- Over 25 years of financial and accounting experience; has successfully completed hundreds of rate and financial projects for local government and utilities throughout the United States.
- Certified Management Consultant (CMC) and Certified Government Financial Manager (CGFM). The prestigious CMC certification is recognized by the insurance industry as reducing risk. A CMC has demonstrated a history of results and excellent performance based on client testimonials, references, and repeat business.
- Series 50-qualified Municipal Advisor Representative and, as such, can legally provide debt financing recommendations and debt financing support for the City. (Documentation on Page 3-10.)
- A nationally recognized utility rate expert, Mr. Mantz has been involved in the development of several manuals of practice including two (2) that are continually referenced by the utility industry for guidance on the development of rates, fees, and charges:
    - The American Water Works Association's (AWWA's) Manual of Practice 1 (M1): Principles of Water Rates, Fees, and Charges.
    - The Water Environment Federation's (WEF's) MOP 27: Financing and Charges for Wastewater Systems.
    - Mr. Mantz was one of the primary authors of the AWWA M1 manual's chapter on system development charges / impact fees.
- Has authored two (2) papers on utility rates and impact fees that won national Management and Leadership Division Best Paper Awards from the AWWA. These papers were entitled “Utility Rates and the Political Environment” and “Utility Impact Fees: Practices and Challenges.”
- Active member of the national AWWA's Rates and Charges Committee and WEF's national Utility Management Committee.
- Has completed the AWWA's Utility Risk and Resilience Certificate Program.
- MBA with Honors, Concentration in Finance, from Rollins College. (Attended via Merit Scholarship.) Bachelor of Science in Economics from the Wharton School of the University of Pennsylvania. Bachelor of Applied Science in Management and Technology from the School of Engineering and Applied Science of the University of Pennsylvania.

- 100% available to complete the utility rate study in accordance with the City's schedule for the project.

Mr. Mantz as the proposed project manager has had a 100% success rate at securing the adoption and public acceptance of rate and financial recommendations.

JACK BURGIEL – MANAGING CONSULTANT, GOVRATES

- Over 30 years of financial and accounting experience, most of which have been spent providing rate and consulting services to local governments and utilities throughout the United States.
- Expert in developing rate and financial recommendations for electric, water, wastewater, stormwater, natural gas, and telecommunication utilities.
- Has worked with over 100 local governments.
- Has performed electric rate studies while working for an electric company (Xcel Energy).
- Has worked with startup, growth-oriented, and mature utilities and has presented expert testimony in front of public service commissions and other regulatory authorities.
- Bachelor of Science in Finance degree from Skidmore College.

Project Role: Senior-level project support, including preparation of project deliverables; 100% available to complete the utility rate study in accordance with the City's schedule for the project.

JERRY MCKENZIE – MANAGING CONSULTANT, MGT FINANCIAL SOLUTIONS

Mr. McKenzie is a Senior Manager with MGT and has over 22 years of experience providing cost allocation, user fee, cost allocation, and utility rate and financial forecasting services to local governments. He has extensive experience in assisting state agencies in the preparation and submission to federal cognizant agencies of indirect cost rates and indirect cost allocation plans. He has completed ICRP, CAP, and indirect cost rate projects for local governments and state agencies, several annually over the course of his career.

Local governments for which he has recently completed cost allocation plans include:

- **City of Wichita (KS)**
- **Kansas City Board of Public Utilities (KS)**
- City of Tulsa (OK)
- **City of Topeka (KS)**
- City of New Orleans (LA)
- Jefferson Parish (LA)

He has also assisted in the development of service charge-back rates for local governments and state agencies. On all state agency service rate projects on which he participated, he was actively involved in the review and development of the methodology; the actual preparation of service rates based on the methodology; the negotiation of approval of the methodology and rates; and in assisting the agency in the implementation, application, and clarification of the rates with users. This has provided him with an extensive knowledge of both the theoretical development of rates and the practical side of developing and applying rates in a government setting.

Project Role: Senior-level project support, including preparation of project deliverables; 100% available to complete the utility rate study in accordance with the City's schedule for the project.

ELLIE HENNES – CONSULTANT, MGT FINANCIAL SOLUTIONS

Ms. Hennes has assisted in the preparation of more than twenty cost of service projects in the past year. She is currently serving as consultant on cost of service projects for the following government entities:

- Fremont County—Ms. Hennes prepared the County's 2 CFR Part 200 Cost Allocation Plan in 2018 and 2019. She is currently preparing a jail rate study for the County Sheriff's Office.
- Archuleta County—Ms. Hennes prepared the County's 2 CFR Part 200 Cost Allocation Plan in 2018 and 2019.
- La Plata County—Ms. Hennes prepared the County's 2 CFR Part 200 Cost Allocation Plan in 2018 and 2019.
- Adams County—Ms. Hennes assisted with the preparation of the County's Full Cost and 2 CFR Part 200 Cost Allocation Plan in 2018 and 2019.

Project Role: Would perform data entry and model customization; 100% available to complete the utility rate study in accordance with the City's schedule for the project.

JENNY MANTZ – CEO OF GOVRATES – QUALITY CONTROL

- Series 50-qualified Municipal Advisor Representative.

Project Role: Additional quality control and quality assurance on project deliverables; 100% available to complete the utility rate study in accordance with the City's schedule for the project.

RESUMES

Resumes for Project Team members are on the following pages.

BRET SCHLYER

Vice President | Financial Solutions

MGT CONSULTING GROUP

Mr. Schlyer has more than 25 years of experience assisting state and local government clients. His work experience with the Kansas Corporation Commission and consulting project experiences have provided him both theoretical and practical experience in the analysis and costing of governmental operations. He has extensive experience with federal cost determination standards; generally accepted accounting principles and procedures; and governmental budgeting, finance, accounting, and operations.

Areas of Expertise

- Development of cost allocation plans (CAPs) in accordance with generally accepted accounting principles (GAAP).
- Development of CAPs in accordance with federal principles (2 CFR Part 200).
- Development and negotiation of statewide cost allocation plans (SWCAPs).
- Development and negotiation of charge-back rate methodologies and rates for Internal Service Funds.
- Development and negotiation of indirect cost rate proposals (ICRPs).
- Development of indirect cost policies, procedures, and models for sub-grantees.
- Development of activity based cost of services and user fee studies.
- Development and implementation of random moment sampling systems and other personnel activity reporting systems.
- Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources.

Education

B.S., Business Accounting, University of Kansas

Work Experience

MGT of America Consulting, LLC, *Vice President, Financial Services,* 2008-Present
Maximus, Inc., *Director, Financial Services Division,* 2000-2008
David M. Griffith & Associates, LTD. (DMG), *Consultant,* 1994-1998
Kansas Corporation Commission, *Administrative Officer,* 1993

State Government experience

Mr. Schlyer has extensive experience and knowledge of 2 CFR Part 200 and its application and relevance to state governments in a variety of settings including the development and negotiation of cost allocation plans (CAP), state wide cost allocation plans (SWCAPs) and indirect cost rate proposals (ICRP). He also has experience with implementing and administering random moment sampling systems, and rate setting and administrative claiming for the Medicaid program.

Local Government and Not-For-Profit Experience

Mr. Schlyer also has significant experience with local government and not-for-profit cost recovery operations, including

- Development of Federal and GAAP (Full Cost) allocation plans and indirect cost rate proposals.
- Development of Activity Based Costing and User Fee models.
- Charge back rate studies for internal service funds.
- Jail per-diem rate studies.
- Administrative claiming for the Medicaid and IV-E programs.
- Claims for the State Criminal Alien Assistance Program.

Representative Clients

Statewide Cost Allocation Plans

- Kansas Department of Administration
- Louisiana Office of Statewide Reporting & Accounting Policy
- Nevada Department of Administration

Statewide Cost Allocation and Indirect Cost Rate

- Arizona Department of Game & Fish
- Arizona Department of Forestry
- Arizona Governor's Office
- Arizona Attorney General

BRET SCHLYER

Vice President | Financial Solutions

MGT CONSULTING GROUP

- New Mexico Department of Administration
- North Dakota Department of Fiscal Management
- Oklahoma Office of State Finance
- Texas Office of the Governor
- Washington Office of Financial Management

Internal Service Rate Setting

- Alaska Division of Enterprise Technology Services – Billed Services Methodology Review
- Alaska Division of Enterprise Technology Services – Billed Services Rate Model Development
- Kansas Department of Social and Rehabilitation Services – Rate Setting
- Louisiana Office of Computing Services – Cost Allocation & Rate Development
- Louisiana Office of State Procurement – Rate Model and Billing Methodology.
- Louisiana Office of Human Capital Management – Rate Model and Billing Methodology
- Louisiana Division of Administrative Law – Rate Model and Billing Methodology.
- North Carolina Office of Administrative Hearings – Rate Model and Billing Methodology
- Florida Agency for Workforce Innovation
- Alaska Department of Community Commerce and Economic Development
- Alaska Department of Environmental Conservation, Division of Water – Cost Allocation Model
- Kansas Corporation Commission
- Kansas Department of Agriculture
- Kansas Department of Commerce
- Kansas Department of Labor
- Kansas Department of Health & Environment
- Kansas Department of Wildlife, Parks & Tourism
- Kansas Historical Society
- Louisiana Department of Corrections
- Louisiana Department of Transportation and Development
- Louisiana Department of Labor
- Louisiana Department of Natural Resources
- Louisiana Department of Public Safety
- Louisiana Department of Wildlife & Fisheries
- North Carolina Department of Environment & Natural Resources
- Ohio Department of Health
- Washington Student Achievement Council
- Texas Secretary of State
- Virginia Department of Mines & Minerals

JERRY MCKENZIE

Senior Manager | Financial Solutions

MGT CONSULTING GROUP

Mr. McKenzie has an extensive background in cost accounting concepts and practical applications. He is a Senior Manager with the MGT Consulting Group and has been responsible for managing hundreds of successful engagements for governmental entities for over 30 years.

Mr. McKenzie'S utility experience includes developing over seventy-five Excel-based rate forecasting models and dozens of benchmarking analysis reports for municipally-owned electric and water utilities. In addition he has developed numerous cost of service studies, internal cost allocation models (fleet charge back or electric/water common cost split), A&G capitalization reports, and joint ownership cost sharing studies. In addition he has conducted a variety of utility accounting research and analysis studies on subjects such as the impact of mandates on electric rates and trends in rate design.

Since 1990, he has served as the instructor for the American Public Power Association's (APPA) "Public Utility Accounting" course where he has taught FERC-based accounting to well over 3,000 electric utility staff members. In addition, Mr. McKenzie has authored several texts for APPA on multiple topics including Unbundling, Costing Electic Services in a Competitive Environment, as well as the current Public Utility Accounting textbook. In addition, Mr. McKenzie has been directly responsible for the review and analysis of alternative revenue sources for governmental clients. This activity primarily involves the development and implementation of User Fee Cost Recovery Programs, as well as the identification of "new" potential revenue areas for the governmental units.

AREAS OF EXPERTISE

- Development of internal service fund rates & methodologies
- Development of local government charge back (billing) models
- Development of activity based cost of services and User Fee studies
- Development of cost allocation plans in accordance with 2 CFR Part 200
- Development of enterprise fund forecasting models
- Development & negotiation of indirect cost rate proposals
- Development of jail rate studies & US Marshal daily housing rates
- Assisting in maximizing general fund cost recoveries from-
  - Federally funded programs
  - Enterprise funds
  - Internal service funds & other external sources

EDUCATION

BS, Business Administration/ Accounting, Wichita State University

WORK EXPERIENCE

MGT of America Consulting, LLC, *Senior Manager*, 2008 – Present

Maximus, Inc., *Vice President*

Kansas Gas & Electric, *Assist Controller/Acct Manager*

JERRY MCKENZIE

Senior Manager | Financial Solutions

MGT CONSULTING GROUP

CLIENT SERVICE HIGHLIGHTS

Johnson County, Kansas

Mr. McKenzie has been directly responsible for the preparation of the annual cost allocation plan used for grant cost recovery purposes (2 CFR 200), as well as the internal (Full Cost) allocation plan. He was also involved in the development of the User Fee Cost Recovery Programs implemented by the County. These projects have resulted in the recovery of millions of dollars of service costs back to the general fund.

City of Tulsa, Oklahoma

Mr. McKenzie has prepared a cost allocation plan used by the City to recover support costs associated with its utility operations. This allowed the City to recover millions of dollars, originally funded out of the general fund, from the enterprise funds which benefit from those services.

City of Topeka, Kansas

Mr. McKenzie created an Excel-based internal services model for the City of Topeka for its Facilities operation. This detailed model serves as the basis for the over $1.5 million in annual charges for services billed to the departments served.

ELLIE HENNES

Consultant | Financial Solutions
MGT CONSULTING GROUP

Ellie Hennes is a dedicated financial analyst with a demonstrated pattern of success in her young career. Prior to joining MGT, Ms. Hennes has demonstrated her excellent analytical and communication skills as evident through success throughout her educational career as well as previous roles in the financial industry and public sector. She is also committed to community development through active involvement in youth development with various organizations in the Denver metro area. Ms. Hennes received her Bachelor of Arts degree with honors from the University of Colorado Denver.

EDUCATION

B.A. Communication, University of Colorado, Denver, 2017

WORK EXPERIENCE

MGT of America Consulting, LLC, *Financial Analyst, April 2018 – Present*
Youth Advocate Programs, Inc., *Youth Advocate, 2017 - 2018*
ALPS Fund Services, *Mutual Fund Accountant, 2017 – 2018*
Colorado State University Extension, *AmeriCorps Member, 2015 – 2017*
U.S. Food & Drug Administration, *Administrative Support, 2016*
T. Rowe Price, *Adjustment Associate, 2013 – 2015*

RELEVANT PROJECT EXPERIENCE

- Adams County, Colorado | Cost Allocation Plan
- Broomfield County, Colorado | Cost Allocation Plan
- Crowley County, Coloardo | Cost Allocation Plan
- Denver County, Colorado | Cost Allocation Plan
- Gilpin County, Colorado | Cost Allocation Plan
- Jefferson County, Colorado | Cost Allocation Plan
- Otero County, Colorado | Cost Allocation Plan
- Park County, Colorado | Cost Allocation Plan
- Summit County, Colorado | Cost Allocation Plan
- Archuleta County, Colorado
- Elbert County, Colorado
- Rio Blanco County, Colorado
- La Plata County, Colorado
- Town of Castle Rock, Colorado
- Moffat County, Colorado
- City of Farmington, NM

BRYAN A. MANTZ, CMC, CGFM

PRESIDENT

PROFESSIONAL CERTIFICATIONS:

- CMC – Certified Management Consultant, No. 12237146
- CGFM – Certified Government Financial Manager, No. 15636
- Series 50-Qualified Municipal Advisor Representative

EDUCATION:

- MBA with Honors, Finance, Rollins College, 1999
  - Awarded Merit Scholarship
- B.S., Economics, University of Pennsylvania, Wharton School of Business, 1996
- B.A.S., Management and Technology, University of Pennsylvania, School of Engineering and Applied Science, 1996

PROFESSIONAL AFFILIATIONS:

- American Water Works Association (AWWA)
  - Active Member of National Rates and Charges Committee
- Association of Government Accountants (AGA)
- Government Finance Officers Association (GFOA)
- Institute of Management Consultants USA (IMC-USA)
- Water Environment Federation (WEF)
  - Active Member of National Utility Management Committee

PROFESSIONAL HONORS:

- Two-Time National Best Paper Award: AWWA Management and Leadership Division (2012 and 2013)

www.govrates.com

Profile

Mr. Mantz serves as the President of GovRates, a utility, financial, rate, and management consulting firm that primarily serves governments. He has over 25 years of financial and accounting experience, most of which have been spent as a rate and financial consultant to local governments. He has successfully completed hundreds of rate and financial projects for local government entities. Mr. Mantz specializes in strategic and business planning; forecasting; rate and regulatory matters; organizational and performance benchmarking / improvement; and project financing. He has served as an expert witness in rate cases.

As a certified management consultant (CMC), Mr. Mantz has a long history of delivering results and excellent performance based on client testimonials, references, and repeat business. The CMC certification is awarded by the Institute of Management Consultants to select consultants who have met global standards for competence, ethics, and results, and is recognized by the insurance industry as reducing risk.

Mr. Mantz is also a certified government financial manager (CGFM). The CGFM is a professional certification awarded by the Association of Government Accountants (AGA) to recognize the unique skills and specialized knowledge required of today's government financial managers.

GovRates is registered as a municipal advisor with the Securities and Exchange Commission (SEC), and the Municipal Securities Rulemaking Board (MSRB), and

CMC CERTIFIED MANAGEMENT CONSULTANT

CGFM CERTIFIED GOVERNMENT FINANCIAL MANAGER

MSRB-REGISTERED MUNICIPAL ADVISOR

BRYAN A. MANTZ, CMC, CGFM

PRESIDENT

Profile (Continued)

Mantz is a Series 50-qualified municipal advisor representative. As such, he can legally provide advice and recommendations on the structure, timing, and terms of various financing options available to local governments.

A recognized expert in rate and financial issues, Mr. Mantz has been published in the *Journal AWWA*, the *Journal of Government Financial Management*, *Government Finance Review*, and the *Florida Water Resources Journal*, and his publications have been translated into other languages and used in university settings. He has been a coauthor or contributing author of several American Water Works Association (AWWA) manuals of practice, including *M1: Principles of Water Rates, Fees, and Charges*; *M29: Water Utility Capital Financing*; *M52: Water Conservation Programs – A Planning Manual*; and *M54: Developing Rates for Small Systems*. Mr. Mantz has served as a technical reviewer for AWWA's *M5: Water Utility Management* as well as the *Manual of Practice (MOP) 27: Financing and Charges for Wastewater Systems* published by the Water Environment Federation (WEF). He has also served as a peer reviewer of several articles submitted to the *Journal AWWA*.

Mr. Mantz is the recipient of both the 2012 and the 2013 national AWWA Management and Leadership Division Best Paper Award. He is frequently invited to be a speaker at national and state conferences. Mr. Mantz is an active member of the AWWA national Rates and Charges Committee and the WEF national Utility Management Committee, and he has also served as a member of the AWWA national Water and Wastewater Rate Survey Advisory Committee.

Mr. Mantz is a graduate of the Management and Technology Program of the University of Pennsylvania, an Ivy League school in Philadelphia. This program, the most competitive and selective academic offering at the university, enabled him to earn an undergraduate business degree from the Wharton School of Business and an undergraduate engineering degree from the School of Engineering and Applied Science. He later earned an MBA with Honors from Rollins College, which he attended via merit scholarship.

BRYAN A. MANTZ, CMC, CGFM

PRESIDENT

Publications and Presentations

AWWA Manuals of Practice

- Coauthor of *AWWA Manual of Practice 1 (M1): Principles of Water Rates, Fees, and Charges*, Seventh Edition. Published in 2017.

- Technical reviewer of *AWWA Manual of Practice 5 (M5): Water Utility Management*, Third Edition. Published in 2018.

- Coauthor of *AWWA Manual of Practice 29 (M29): Water Utility Capital Financing*, Fourth Edition. Published in 2014. Wrote brand new, comprehensive chapter entitled "Preparing the Utility for Financing" that discusses certain utility best management practices and the characteristics of highly-rated or financially strong utilities, especially the factors over which utility managers have control.

- Contributing author of *AWWA Manual of Practice 52 (M52): Water Conservation Programs – A Planning Manual*, Second Edition. Published in 2017.

- Coauthor of *AWWA Manual of Practice 54 (M54): Developing Rates for Small Systems*, Second Edition. Published in 2016.

WEF Manuals of Practice

- Technical reviewer of *WEF Manual of Practice 27 (MOP 27): Financing and Charges for Wastewater Systems*. Published in 2018.

Papers / Articles

- "Utility Rates and the Political Environment." *Journal AWWA*. August 2011. **Winner of national 2012 AWWA Management & Leadership Division Best Paper Award.**

- "Utility Impact Fees: Practices and Challenges." *Journal AWWA*. April 2012. **Winner of national 2013 AWWA Management & Leadership Division Best Paper Award.**

Publications and Presentations (continued)

Papers / Articles (continued)

- "Optimal Debt Management Practices for Local Government Enterprises." *Journal of Government Financial Management*. Fall 2012.
- "Utility Transfers to the General Fund: What Is Reasonable, Fair, and Legal?" *Journal AWWA*. October 2012.
- "The Finance Director's Role in Helping Public Enterprises Look Their Best." *Government Finance Review*. October 2012.
- Developing a Management Dashboard for Local Government Enterprise Funds." *Journal of Government Financial Management*. Winter 2016 to 2017. Reprinted by the *fmi-igf e-Journal* of the Financial Management Institute of Canada in March 2017.

Presentations

The following presentations were given at national and state conferences:

- "Preparing for Rate Studies and Bond Financings: Is Your Utility Ready?" Paper for presentation became article published in May 2013 edition of *Florida Water Resources Journal*.
- "Utility Rates and the Political Environment: Establishing the Utility Business Foundation and Managing the Rate Approval Process."
- "Utility Infrastructure Financing."
- "Financial Planning for Enterprise Funds: Tips and Strategies."
- "Managing Utility Growth: A Financial Perspective."
- "Revenue Enhancement Opportunities for Enterprise Funds."

The INTERNATIONAL COUNCIL OF MANAGEMENT CONSULTING INSTITUTES

IMC USA
Institute of Management Consultants USA

Certified Management Consultant® (CMC®)

Presented to

Bryan A. Mantz

has met the requirements of the International Council of Management Consulting Institutes (ICMCI) CMC Certification Scheme in the Field of Management Consulting and IMC USA's CMC® Competency Framework-Certification Scheme as of June 30, 2018.

Certificate Number: 12237146 Initial Award: March 16, 2012 Expires: June 30, 2021

Juan A. Negroni
Chair, IMC USA

CMC

Wayne Outlaw
Chair, Certification Committee IMC USA

This Certificate is the property of IMC USA. CMC® is a registered certification mark for IMC USA in the U.S. Patent and Trademark Office.
2598 East Sunrise Boulevard, Suite 2104, Fort Lauderdale, FL 33304, 800-793-4992, www.imcusa.org

Association of Government Accountants

CGFM

The Professional Certification Board

Having determined that

Bryan A. Mantz

Has successfully met the Board's certification requirements as an expert government financial manager, hereby grants the designation of

Certified Government Financial Manager

Witness the seal of said Board and the official signatures of the President of the Association and the Chair of the Board at Alexandria, Virginia, this fifth day of November, two thousand eleven.

Certificate No. 15636

R. O. Bunce Jr.
National President

Gerry C. Boaz
Chair, Professional Certification Board

Printout from MSRB website (www.msrb.org) indicating that both Dr. Jenny Mantz and Mr. Bryan Mantz are Series 50-qualified Municipal Advisor Representatives.

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MSRB
Municipal Securities Rulemaking Board

Rules and Guidance | Compliance Center | Transparency | Education Center | Policy and Analysis | News and Events

Home > Municipal Advisor Registrants

Export to Excel

MSRB-Registered Municipal Advisor Firms with Series-50 Qualified Representatives

The Firms tab displays municipal advisor firms registered with the MSRB that have at least one individual associated with the firm who has passed the MSRB's Municipal Advisor Representative Qualification Examination (Series 50). The Representatives tab displays the names of individuals associated with the firm who have passed the Series 50 exam.[1] Qualification information is updated weekly.[2] Read more about working with regulated municipal advisors in the MSRB Education Center.

Municipal Advisor Firms | Series 50 Qualified Representatives

Only those associated persons who have passed the Series 50 exam may engage in municipal advisory activities.

Find a Firm: govrates

Show 25 entries

Firm Name	MSRB ID	State	Registrant Type
GovRates, Inc.	K1193	FL	Municipal Advisor

Representative Name
Mantz , Jenny
Mantz, Bryan

Showing 1 to 1 of 1 entries (filtered from 510 total entries)

Previous 1 Next

[1]The Series 50 is designed to test broad-based knowledge of the business and regulations applicable to municipal advisory activities. The examination is not designed to specifically test each specialized functional role or service that may be provided on behalf of a municipal advisor firm as defined in Section 15B of the Securities Exchange Act and, therefore, does not confer the degree of knowledge and expertise needed to provide a municipal entity or obligated person client with informed advice as required under MSRB Rule G-42.

Documentation of Bryan Mantz's Completion of AWWA Utility Risk and Resilience Certificate Program

American Water Works Association
Dedicated to the World's Most Important Resource®

Certificate of Completion

American Water Works Association
Hereby certifies that

Bryan Mantz

Has met the online course completion requirements for
Risk and Resilience of Water and Wastewater Systems EL262

Completion Date: 12/24/2019 CE Credits 0.4
Credit value conversion to PDHs: 1.0 CEUs = 10.0 PDHs

Lisa Star
AWWA

Supervisor Signature
Supervisor Signature is required for validation of this certificate

American Water Works Association
Dedicated to the World's Most Important Resource®

Certificate of Completion

American Water Works Association
Hereby certifies that

Bryan Mantz

Has met the online course completion requirements for
Security Practices for Operations and Management EL261

Completion Date: 12/24/2019 CE Credits 0.1
Credit value conversion to PDHs: 1.0 CEUs = 10.0 PDHs

Lisa Star
AWWA

Supervisor Signature
Supervisor Signature is required for validation of this certificate

American Water Works Association
Dedicated to the World's Most Important Resource®

Certificate of Completion

American Water Works Association
Hereby certifies that

Bryan Mantz

Has met the online course completion requirements for
Emergency Planning EL263

Completion Date: 12/24/2019 CE Credits 0.2
Credit value conversion to PDHs: 1.0 CEUs = 10.0 PDHs

Lisa Star
AWWA

Supervisor Signature
Supervisor Signature is required for validation of this certificate

American Water Works Association
Dedicated to the World's Most Important Resource®

Certificate of Completion

American Water Works Association
Hereby certifies that

Bryan Mantz

Has met the online course completion requirements for
Cybersecurity in the Water Sector EL264

Completion Date: 12/24/2019 CE Credits 0.2
Credit value conversion to PDHs: 1.0 CEUs = 10.0 PDHs

Lisa Star
AWWA

Supervisor Signature
Supervisor Signature is required for validation of this certificate

American Water Works Association
Dedicated to the World's Most Important Resource®

Certificate of Completion

American Water Works Association
Hereby certifies that

Bryan Mantz

Has met the online course completion requirements for
Facilitating Compliance with America's Water Infrastructure

Completion Date: 12/24/2019 CE Credits 0.1
Credit value conversion to PDHs: 1.0 CEUs = 10.0 PDHs

Lisa Star
AWWA

Supervisor Signature
Supervisor Signature is required for validation of this certificate

JACK BURGIEL

MANAGING CONSULTANT

EDUCATION:

- B.S., Finance, Skidmore College, 1986

TECHNICAL SPECIALTIES:

- Financial Expertise for Electric, Water, Wastewater, Stormwater, Natural Gas, and Telecommunication Utilities
- Cost of Service / Rate Studies, Revenue Sufficiency Analyses, and Revenue Enhancement Studies
- Bond Financing and Feasibility Analyses
- Utility Asset Management
- Acquisition Evaluations
- Impact / Development Fees
- Business, Strategic, and Economic Plans
- Financial Model Development
- Water Conservation Rates
- Service Agreement Review
- Business Analytics and Best Management Practices
- Performance Indicators and Benchmarks

PROFESSIONAL AFFILIATIONS:

- United States Telecom Association

www.govrates.com

Profile

Mr. Burgiel has over 30 years of financial and accounting experience, most of which have been spent providing rate and consulting services to local governments and utilities throughout the United States. His utility rate expertise covers a broad range of areas including expert review of the rate-setting framework and methodology used by clients, development of utility rates by service level, establishment of renewal and replacement capital funding targets, evaluation of fund balances, and development of new and innovative miscellaneous and minimum charges. He has worked with over 100 local governments and has prepared hundreds of comprehensive financial models for rate studies, financial feasibility studies, utility acquisition alternatives, and capital expansion programs.

A seasoned and results-oriented project manager, Mr. Burgiel has a long history of success in securing the adoption, implementation, and public acceptance of study recommendations. He is dedicated to exceeding client expectations and fulfilling all scope of services requirements as efficiently and cost-effectively as possible.

Mr. Burgiel is an expert in developing rate and financial recommendations for electric, water, wastewater, stormwater, natural gas, and telecommunication utilities. He has worked with startup, growth-oriented, and mature utilities and has presented expert testimony in front of public service commissions and other regulatory authorities.

He has extensive experience in policy formation and the development of interlocal, large user, and other forms of governmental agreements. He uses his knowledge of government and utility best management practices to help clients develop plans for optimizing their operations and finances.

JENNY MANTZ, M.D.

CHIEF EXECUTIVE OFFICER

PROFESSIONAL CERTIFICATIONS:

- Series 50-Qualified Municipal Advisor Representative

EDUCATION:

- M.D., Central South University, China, 1995
  – Graduated at Top of Class

TECHNICAL SPECIALTIES:

- Business, Strategic, and Economic Planning
- Performance Indicators and Benchmarks
- Operational Improvement
- Regulatory Compliance
- Financial and Business Model Development
- Business / Data Analytics and Best Management Practices
- Market Assessment
- Risk Management
- Funding evaluation and assistance
- Client Relations
- Quality Assurance and Quality Control

PROFESSIONAL AFFILIATIONS:

- American Water Works Association (AWWA)
- Water Environment Federation (WEF)

www.govrates.com

Profile

Dr. Mantz is the Chief Executive Officer and primary shareholder of GovRates. She is in charge of all aspects of the company's operations.

As a Series 50-qualified Municipal Advisor Representative, she can legally provide advice and recommendations on the structure, timing, and terms of various financing options available to local governments. She has 12 years of financial and accounting experience. Her project work in management consulting and financial analysis includes cost benefit analyses, performance benchmarking, financial compliance review, risk management strategies, evaluation / feasibility analysis of alternatives, cost-of-service, cash flow modeling, reserve analysis, system development charges / impact fees, miscellaneous service fees, and rate design. Her emphasis on tailored approaches to clients' unique institutional needs and collaboration with our strategic partners / specialists helps bring valuable insight and creative solutions to project challenges.

Dr. Mantz has worked with public entities coast-to-coast. She shares the values of our clients and is committed in efficiency and excellence in delivering our company services.

MSRB-REGISTERED MUNICIPAL ADVISOR

4. CLIENT REFERENCES

The references in the following section can attest to the Project Team's professionalism, ability to meet project deadlines, and capability of providing high-quality deliverables that meet or exceed client expectations.

REFERENCES FOR MGT CONSULTING

CITY OF WICHITA, KANSAS

Description: 2 CFR Part 200 Cost Allocation Plan Indirect Cost Rates. Annually since 2010.

Contact: Ms. Nicole Babcock, City Controller

Phone: 316.268.4282

E-mail: NBabcock@wichita.gov

CITY AND COUNTY OF DENVER, COLORADO

Description: 2 CFR Part 200 Cost Allocation Plan and Full Cost Allocation plan since 2005

Contact: Ms. Rachel Bardin, Grants Manager Phone:

Phone: 720.913.5538

E-mail: rachelbardin@denvergov.org

KANSAS CITY BOARD OF PUBLIC UTILITIES

Description: Various rate reviews and analysis. Annually since 2009.

Contact: Mr. William Johnson, General Manager

Phone: 913.573.9008

E-mail: wajohnson@bpu.com

REFERENCES FOR GOVRATES

NorthPort FLORIDA

REFERENCE:

Ms. Jennifer Desrosiers, CGFO
Assistant Director of Utilities

City of North Port
4970 City Hall Blvd.
North Port, FL 34286
Phone: (941) 240-8006
E-mail: JDesrosiers@cityofnorthport.com

SERVICES PROVIDED:

- **Utility Rate and Miscellaneous Service Charge Studies (Water, Wastewater, and Reclaimed Water)**
- **Solid Waste Rate Study**
- **Impact / Capacity Fee Studies**
- **State Revolving Fund (SRF) Loan Procurement Assistance**
- **General Fund Financial Forecasting Model**
- **Financial Policy Development**

DURATION OF BUSINESS RELATIONSHIP:

- **16 Years (2004 to 2020)**

GR
www.govrates.com

The City of North Port has a population of about 70,600 people, and the City's utility provides service to approximately 19,000 retail water accounts; 14,000 retail wastewater accounts; six (6) reclaimed water accounts, and one (1) wholesale water account. The proposed project manager directed utility rate analyses completed in 2015 and in 2019. These analyses included a review of: i) water and wastewater monthly user rates; ii) water and wastewater capacity fees; iii) the wholesale water rate; iv) reclaimed water rates; v) guaranteed revenue charges; vi) fire protection service; and vii) miscellaneous service charges.

Historical Project Outcomes:
The City Commission of North Port has historically adopted all of the analysis recommendations.

Current Project:
The project team is under multi-year service agreement with the city (2018—2023) .

Key Personnel Involved:

Bryan Mantz, CMC, CGFM	Project Manager
Jenny Mantz	Technical Consultant
Michael Francis	Senior Consultant

Project Status:
Recently completed.

CITY OF MIRAMAR, FL

REFERENCE:

Ms. Kemi Moore
Fiscal Operations Manager

City of Miramar
13900 Pembroke Road
Building L, 1st Floor
Miramar, FL 33027
Phone: (954) 883-6803
E-mail: knmoore@miramarfl.gov

SERVICES PROVIDED:

- Utility Rate Studies (Water and Wastewater, and Stormwater)
- State Revolving Fund (SRF) Loan Procurement Assistance
- Bond Financing Assistance
- Large User True-Up Review
- General Fund Transfer Policy Development
- Utility Operational and Management Consulting Services

DURATION OF BUSINESS RELATIONSHIP:

- 11 Years (2009 to 2020)

The City of Miramar has a population of approximately 141,000 people, and the City's utility provides service to approximately 34,000 retail water accounts; 34,000 retail wastewater accounts; and 55,000 stormwater equivalent residential units. Mr. Mantz has directed several water and wastewater user rate studies for the City of Miramar since 2009 and has assisted the City in securing multiple low-cost State Revolving Fund ("SRF") loans through the Drinking Water and Clean Water SRF programs. He has also provided bond financing assistance.

Historical Project Outcomes:

- **100% success rate in achieving City Commission adoption or approval of study recommendations since 2009.**
- **AAA credit rating achieved for utility with assistance from proposed project manager (gradual transformation).**
- **City successfully secured multiple SRF loans.**

Current Project:

The project team is under multi-year service agreement with the city (2019—2024) and is currently providing utility operational and management consulting services to the City of Miramar. The project team recently completed a water and wastewater rate study.

Key Personnel Involved:

Bryan Mantz, CMC, CGFM	Project Manager
Hong Guo, P.E.	Executive Consultant
Jenny Mantz	Technical Consultant

Project Status:

Currently in progress.

TOWN OF LONGBOAT KEY, FL

REFERENCE:

Ms. Susan L. Smith
Finance Director

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228
Phone: (941) 316-6882
E-mail: ssmith@longboatkey.org

SERVICES PROVIDED:

- Utility Rate and Miscellaneous Service Charge Studies (Water and Wastewater)
- Indirect Cost Allocation Studies
- Wholesale Rate Pass-Through Analyses
- State Revolving Fund (SRF) Loan Procurement Assistance
- Financial Policy Development
- Beach Management Financial Planning (Ad Valorem Millage for Beach Erosion Control Districts)

DURATION OF BUSINESS RELATIONSHIP:

- 17 Years (2003 to 2020)

www.govrates.com

The Town of Longboat Key has a population of approximately 7,500 people, and the Town's utility provides service to approximately 2,900 retail water accounts and 2,500 retail wastewater accounts. The proposed project manager managed multiple utility rates studies and wholesale rate pass-through analyses and assisted the Town of Longboat Key in developing a financial policy document related to liquidity and financial position consistent with industry best management practices. He also helped the Town staff update the sections of the Code of Ordinances related to utilities.

Historical Project Outcome:

The Town Commission of Longboat Key unanimously adopted the recommended rate adjustments, the financial policy resolution and the code of ordinance updates.

Current Project:

The project team is currently working on a water and wastewater rate study for the Town as well as an update to the Town's beach management financial planning model.

Key Personnel Involved:

Bryan Mantz, CMC, CGFM	Project Manager
Jenny Mantz	Technical Consultant

Project Status:

Currently in progress.

Plantation
the grass is greener®

City of Plantation, FL

REFERENCE:

Ms. Anna C. Otiniano
Financial Services Director

City of Plantation
400 NW 73 Avenue
Plantation, FL 33317
Phone: (954) 797-2213
E-mail: AOtiniano@plantation.org

SERVICES PROVIDED:

- Utility Rate and Impact Fee Studies (Water and Wastewater)
- Audit / Review of Maintenance Operations and Service Costs

DURATION OF BUSINESS RELATIONSHIP:

- 15 Years (2005 to 2020)

www.govrates.com

The City of Plantation has a population of approximately 94,000 people, and the City's utility provides service to approximately 28,000 retail water accounts and 22,000 retail wastewater accounts. The proposed project manager directed a water and wastewater rate study for the City of Plantation that was completed in 2013 and a revenue sufficiency analysis for the City that was completed in 2016. In 2019, the project team completed a multi-year audit / review of maintenance operations and service costs for the City's utility department.

Historical Project Outcomes:

- **The City Council adopted all of the recommended rate adjustments per the 2013 rate study.**
- **The analysis report for the 2016 revenue sufficiency analysis provided support for the adopted future rate increases and future rate indexing as allowable per the City Code of Ordinances.**
- **The City agreed with the issues identified during the audit / review and accepted the report recommendations.**

Key Personnel Involved:

Bryan Mantz, CMC, CGFM	Project Manager
Jenny Mantz	Technical Consultant

Project Status:

Recently completed.

CITY OF SILVERTON, OR

REFERENCE:

Ms. Kathleen Zaragoza
Finance Director

City of Silverton
306 S. Water Street
Silverton, OR 97381
Phone: (503) 873-5321
E-mail: KZaragoza@silveron.or.us

SERVICES PROVIDED:

- Utility Rate Study (Water and Sewer)

DURATION OF BUSINESS RELATIONSHIP:

- Since February 2019

www.govrates.com

The City of Silverton has a population of approximately 9,400 people, and the City's water and sewer utilities provide service to approximately 3,600 retail water accounts and 3,250 retail wastewater accounts. The project team recently completed a utility rate study (water and sewer) for the City.

Project Outcomes:

- **The City Council of Silverton adopted all of the recommended user rate increases.**

Key Personnel Involved:

Bryan Mantz, CMC, CGFM	Project Manager
Jenny Mantz	Technical Consultant
Chris Swanson	Executive Consultant

Project Status:

Recently completed.

5. SCOPE OF SERVICES

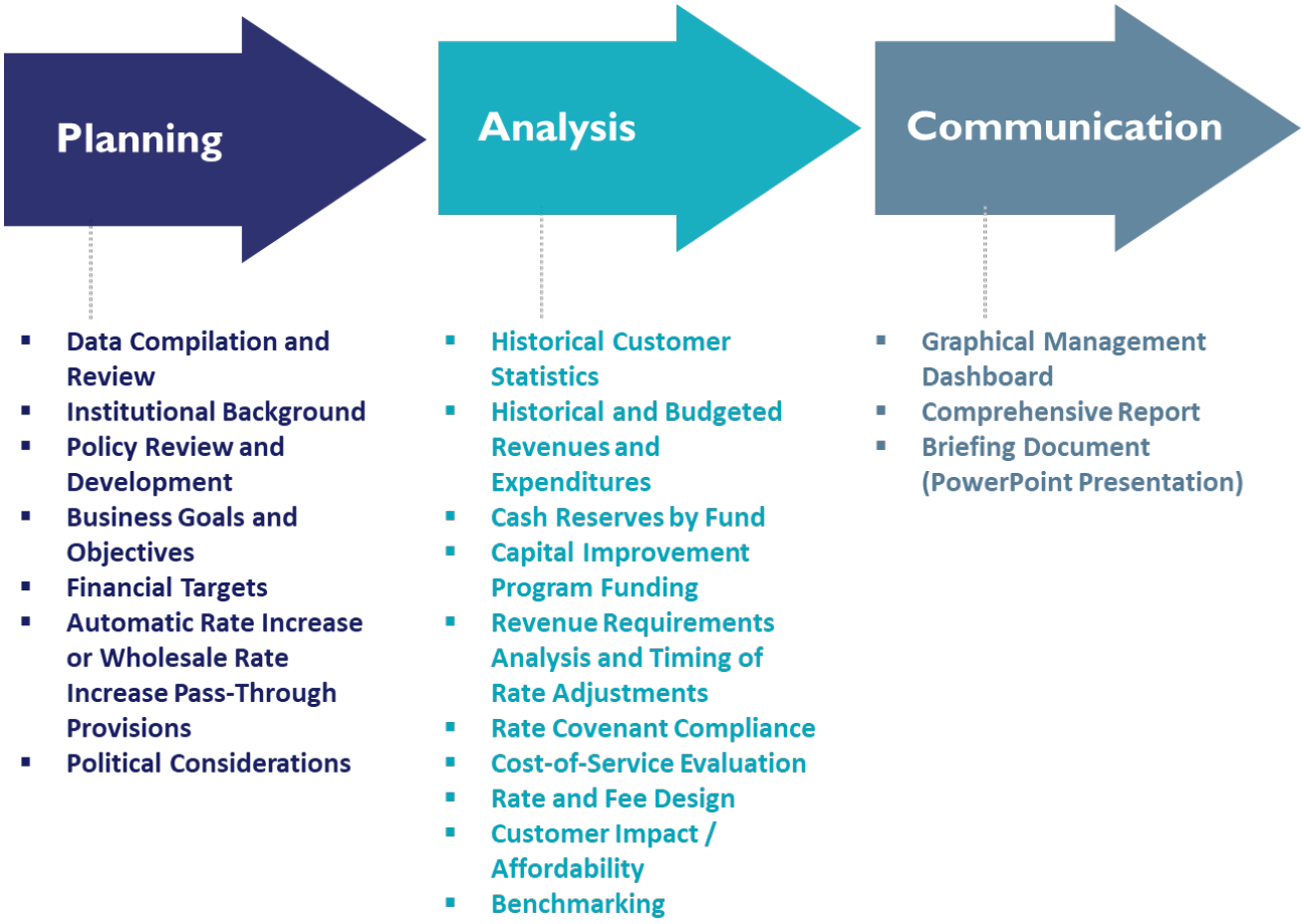
PROJECT UNDERSTANDING

Developing water and sewer financial and rates for the City of Goddard will involve:

- Working with the City to establish business and financial goals, objectives, and targets to be incorporated into the financial and rate plan for each system. The plan should consider best management practices as recognized by the utility industry.
- Developing an in-depth understanding of each system's operations and processes such that the cost of service and revenue necessary to fully fund the system's operations can be identified.
- Developing optimal funding and financing strategies for the multi-year capital improvement program to minimize rate increases and help keep rates affordable and competitive while adhering to utility best management practices.
- Classifying costs as appropriate among customer classes and developing equitable and defensible rates, fee, and charges for each customer class.
- Performing rate / bill comparisons and benchmarking with other utilities.
- Developing high-quality, state-of-the-art, customized, and easy-to-use financial planning models that properly represent each utility's business attributes and allows for scenario, sensitivity, and risk assessment analyses given changes in key assumptions such as system growth, usage per customer, staffing changes, capital needs, etc. The models will have graphical management dashboards to allow the City to analyze the forecasted financial position of the utility system, to evaluate funding and rate scenarios, and to determine potential risks and business strategies. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the financial forecast results for each scenario that the City would like to explore.
- Preparing a comprehensive report documenting all assumptions, methodologies, and findings. A detailed report will help the City staff reconcile projected vs. actual results and will provide assurance that all relevant operational and financial considerations were incorporated into the financial plan.
- Providing easy-to-understand briefing documents and other deliverables to facilitate public acceptance of the study recommendations.

APPROACH AND METHODOLOGY

An overview of the Project Team's approach is shown in the following chart. The recommendations developed during the study would consider utility best management practices.



Frequent communication would be a cornerstone of the project management approach. We would provide regular updates on our progress to provide the City staff with confidence that project goals and objectives were being met.

The Project Team would provide multiple draft (work-in-progress) versions of the state-of-the-art, customized, and easy-to-use rate study financial model – with graphical management dashboards – to the City staff for review. Staff feedback during the various stages of the model development would help to optimize the financial models for City internal use after the project is finished. Following project completion, the Project Team would still be available pro bono to provide financial model support.

WORKPLAN

The following is a detailed overview of the major tasks to be performed for each system's financial and rate plan. Many of the tasks are interrelated and will be performed concurrently.

TASK 1.0: DATA COMPILATION AND REVIEW

To perform the rate study as efficiently as possible, the Project Team will collect as much information as possible at the beginning of the study process. A detailed data request will be prepared for the City staff to compile information pertaining to the operation of the utility system. We will establish a shared Project folder with a customized link via SharePoint to enable working group members to share files (e.g., data and deliverables). All of the Project data will be organized in the shared Project folder to allow working group members to see what has been provided.

The Project Team anticipates that follow-up data requests may be required during the course of the study. We will review the compiled information expeditiously to identify any issues. One of our fundamental goals is to ensure that the project is performed efficiently and cost-effectively and that we make the best use of City staff time during virtual meetings.

TASK 2.0: PROJECT KICKOFF / DATA COLLECTION MEETING

The Project Team anticipates conducting a WebEx, GoToMeeting, or Skype meeting with the City staff to initiate the project; review compiled information; finalize management goals and objectives for the project; establish financial policies and targets; recognize key issues to be addressed during the analyses; and identify primary staff members to interview as part of the financial planning process. We will discuss with the City staff any legal, operational, economic, or political constraints that may exist.

TASK 3.0: HISTORICAL CUSTOMER STATISTICAL COMPILATION / BILL FREQUENCY ANALYSIS

The Project Team will compile historical customer statistics based on reports generated from the City's billing system for up to five (5) years for each utility system to evaluate trends in customer growth; billed consumption / sales / flow; and the average consumption per customer. The Project Team will prepare bill frequency analyses as applicable using customer statistics for the most recently completed year such that we can identify and validate the City's rate structure billing determinants and more accurately project user fee revenues. Bill frequency analyses are summaries of the number of customer bills rendered at various consumption levels. These analyses will include an evaluation of billed consumption for every customer by customer class, rate code, meter size, and rate structure component to identify customer use profiles. Usually, a "data dump" of customer statistics in Excel format provides the necessary detail to perform the bill frequency analyses.

TASK 4.0: PROJECTION OF CUSTOMER STATISTICS, USER RATE REVENUES, OTHER OPERATING REVENUES, AND SYSTEM DEVELOPMENT / IMPACT FEE COLLECTIONS AS APPLICABLE

The Project Team will prepare a forecast of customers and usage requirements by class for the City's water and sewer systems. The forecast will include the current budget year and extend up to 10 additional years based on City management preferences (collectively, the "Forecast Period"). This task will include a review of:

- Historical growth and usage trends.
- Development and expansion area activity.
- Any utility service area growth estimates provided by the City.
- Any published population projections for the area.

The bill frequency analyses previously described will be applied to historical and projected customer statistics to project user fee revenue.

Based on the detailed customer billing information and corresponding forecast of customer growth and use, the Project Team will develop user rate revenue projections for the Forecast Period. The revenue forecast will also include projections of operating revenues other than user rate revenues (e.g., connection fees, meter installation charges, etc.), system development / impact fee collections, and interest income (both unrestricted and restricted based on statutory and case law and as defined in documents associated with the City's outstanding and anticipated debt).

The financial models will have the flexibility to automatically adjust the rate / revenue projections based on changes in rates, consumption, conservation, and customer accounts.

TASK 5.0: DEVELOPMENT OF PROJECTED REVENUE REQUIREMENTS

The Project Team will prepare a financial projection of the net revenue requirements for each utility system that represent the funding requirements to be recovered through the user fee revenues. The Project Team will consider:

- Recent historical financial operations.
- Budgeted operations and maintenance expenses.
- Any expected cost trends or incremental operating expenses anticipated due to upgrades as a result of regulatory requirements and other investments included in the multi-year capital improvement plan.
- Multi-year capital improvement program and projected funding sources.
- Any other funding criteria as provided by the City.
- Other non-operating revenue requirements such as interfund transfers, debt service, and renewal / replacement funding requirements.

The financial models will have the flexibility to automatically adjust the financial forecast and projected rate adjustments based on changes identified by the City staff such as:

- New facilities / infrastructure improvements and vehicle replacements.
- Staffing changes.
- Adjustments to capital needs.

The Project Team will work with the City staff to evaluate and recommend minimum reserve fund balances and policies related to financial performance.

Additional details regarding this task:

5.1 **Development of Operating Expense Projections** – Operating expense projections will be performed in sufficient detail to capture the driving factors behind each expenditure and to recognize any incremental operating expenses as mentioned previously. The operating expenses are anticipated to be projected in budgetary format.

5.2 **Capital Improvement Program Funding Analysis –** This analysis involves: i) reviewing in detail the multi-year capital improvement program and other engineering planning documents for each utility system; ii) prioritizing the capital needs based on weighted factors developed through working with the utility's stakeholders; and iii) performing a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated level of utility rate revenues needed throughout the Forecast Period. The analysis will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of each utility system and to estimate interest income earned on unrestricted and restricted fund balances.

A component of the capital improvement program funding analysis will be the identification of a renewal and replacement funding policy or funding plan for the Forecast Period which will be included as: i) a component of the revenue requirements to be recovered from rates; and ii) a source of funds for the capital improvement program funding analysis. The ultimate funding level reflected in revenue sufficiency analysis will depend on a variety of factors, including but not limited to: i) compliance with the rate covenants pursuant to documents associated with outstanding and anticipated debt; ii) rate impacts; iii) overall capital program needs; and iv) current asset service lives.

5.3 **Other Revenue Requirement Identification** – To meet the financial obligations of the water and sewer utility systems, the Project Team will review the various financial aspects of each utility system to potentially recognize other revenue requirements that may need to be allocated or included in the financial forecast. We will assist in the identification of financial benchmarks and policies / practices (in addition to those identified in the City's current fiscal policies or practices) in terms of:

- Working capital maintenance.
- Funding of deposits to the renewal and replacement fund (or capital fund equivalent). Such deposits should ideally link to the utility's asset replacement schedule (if available).
- Compliance with the rate covenants as defined in documents associated with outstanding debt.
- Funding of departmental capital for items such as vehicles and equipment.
- Any General Fund or other transfer requirements that may be associated with the utility system.

TASK 6.0: NET REVENUE REQUIREMENTS / REVENUE SUFFICIENCY ANALYSIS

Based on the preceding tasks and for each scenario that the City would like to explore, the Project Team will prepare for the City's consideration a summary of the total net revenue requirements of each utility system and the associated revenue levels and recommended adjustments – expressed as a percentage above the revenues produced from the existing rates – needed for each year of the Forecast Period.

The financial model will contain a sources and uses of funds tab. The projected sources of funds will equal the uses of funds for each scenario.

TASK 7.0: RATE COVENANT COMPLIANCE REVIEW

This task will be conducted to satisfy the rate covenant requirements and the flow of fund requirements as defined in documents associated with the outstanding and anticipated / projected utility system debt. The compliance analyses will be performed for the Forecast Period to promote the financial integrity of the utility system. It is advisable to establish debt service coverage targets above the minimum coverage required to provide net revenues after the payment of debt service for pay-as-you-go reinvestment in the utility systems.

TASK 8.0: RATE / BILL COMPARISONS AND BENCHMARKING

The Project Team will work with the City staff to finalize a list of neighboring, similar, or benchmark utilities to include in the rate comparisons. We will also collect other information that might be useful for comparison purposes (e.g., level of service standards, sources of supply and treatment processes, asset base, number of customers, etc.).

TASK 9.0: DEVELOPMENT OF MANAGEMENT DASHBOARD

The Project Team specializes in the development of graphical management dashboards. An article written by the proposed project manager entitled "Developing a Management Dashboard for Local Government Enterprise Funds" was recently published in the Journal of Government Financial Management and later reprinted by the FMI-IGF e-Journal of the Financial Management Institute of Canada.

The Project Team will prepare a management dashboard as part of the financial model development to allow the City to analyze the forecasted financial position of the utility system, to evaluate funding and rate scenarios, and to determine potential risks and business strategies. The management dashboard will graphically represent financial and operational metrics that add value to the presentation of the financial forecast results for each scenario that the City would like to explore. The graphs may include projections of:

- Revenue requirements.
- Debt service coverage.
- Cash position such as Days Cash on Hand.
- Cash balances by fund.
- Capital improvement program funding sources.
- Outstanding debt and debt service payments.
- Outstanding debt-to-net assets.
- Outstanding debt per customer and per capita.
- Operating ratio or margin.
- Affordability based on median household income.

- Capacity utilization.
- Any other financial or operational metrics which add value to the presentation of the results.

TASK 10.0: COST-OF-SERVICE ANALYSIS, RATE / FEE DESIGNS, AND CUSTOMER IMPACT ANALYSIS

The cost-of-service and rate design analysis will equitably allocate the revenue requirements among the various customer classes of service for each utility. For each applicable year of rate design, the Project Team will classify the various revenue requirements among the customer classes and rate structure components to assist in the evaluation of cost-based rates and overall cost recovery strategies.

Cost allocation factors may be based on:

- Peaking relationships of customer usage and treated flows.
- Classification or functionalization of system assets.
- Revenue classifications.
- Employee salaries and functions.
- Line inventories.
- Customer usage by class.
- Functionalization of projects financed with debt issues.
- Other factors.

Unit costs will be calculated for each customer class, and the customer class costs will be compared with revenues from existing rates to determine appropriate customer class rate adjustments, if any. The unit costs calculated in the cost of service analysis will be compared with existing rate components and prices to establish a plan – in conjunction with the City staff – to implement cost-based rates.

The Project Team will design rates for service based on:

- Customer class / service type.
- Cost classification analyses / unit cost and customer class costs.
- Cost classifications by rate structure component.
- Consideration of historical rate form.
- Customer impact.
- City goals and objectives regarding pricing policy.

Some other key considerations for the rate designs are competitiveness and the avoidance of "rate shock." For any proposed rate design, the Project Team will prepare a customer impact analysis (e.g., effect on monthly bills for each customer class / service type) as well as pros and cons of the alternative.

TASK 11.0: PRESENTATIONS TO CITY STAFF

The Project Team will attend one (1) onsite (if allowed) review meetings with the City staff. The purpose of this meeting will be to finalize the project results, fine-tune the analyses, determine any additional adjustments to the financial model that may be needed to optimize its usefulness for the City staff, and discuss the incorporation of the project results into the project deliverables. Additional virtual meetings to review results are anticipated to be conducted via WebEx, GoToMeeting, or Skype.

TASK 12.0: REPORT AND BRIEFING DOCUMENT PREPARATION

The Project Team will prepare a comprehensive report documenting our assumptions, analyses, and primary data sources. We strongly believe in the principles of full disclosure in all of our deliverables. Detailing our assumptions, methodologies, and findings will help the City staff reconcile projected vs. actual results and will provide assurance that all relevant operational and financial considerations were incorporated into the financial forecast.

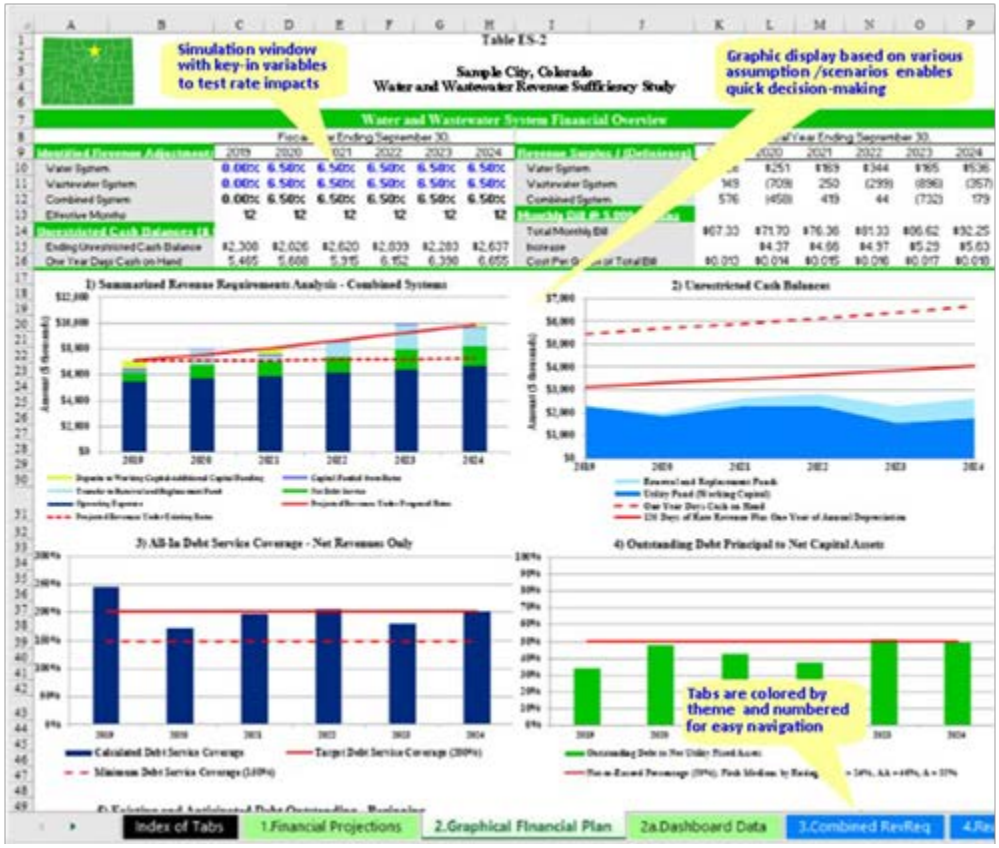
The Project Team will prepare briefing documents (PowerPoint presentation) as applicable to summarize the project results for presentation to the City Council. Multiple drafts of the briefing documents will be provided for City staff review and comment prior to finalization of the briefing documents.

LIST OF STUDY DELIVERABLES

The anticipated deliverables to be provided to the City for the financial and rate plan developed during the water and sewer rate study include the following items:

- Initial data request for information compilation.
- Financial models for all rates evaluated – drafts and final.
- Rate / bill comparisons of existing and proposed rates among customer classes and benchmarking with neighboring or other jurisdictions.
- Comprehensive rate study report providing the assumptions, findings, and conclusions of the study – drafts and final.
- Briefing document for presentation of study results to the City Council – drafts and final.

INTERACTIVE FINANCIAL MODEL



The Project Team offers some of the best financial models in the utility industry. Features of the utility rate model developed for the City's water and sewer systems could potentially include:

- An "Index of Tabs" at the front of the model with hyperlinks to allow the user to instantly go to specific tabs in the model.
- Model tabs that are colored by theme (e.g., revenues, operating expenses, capital improvement program, etc.) and numbered for easy navigation.
- "Executive Summary" or high-level results tabs toward the front of the model. Based on the high- level results, users can review the additional detail in supporting tabs. The high-level results tabs usually include graphical management dashboards.
- Data behind the all of the graphs on a single tab which can be printed to facilitate the review process.
- Graphical management dashboards that are customized based on what types of graphs or charts add value to the presentation of the results. There could be separate graphical management dashboards for the utility management and the public, with the utility management dashboards being more detailed. Alternatively, certain rows or columns in the management dashboard could be grouped to easily hide and unhide some of the detail. Graphs included on the management dashboard will enable the user to easily determine how well financial and

operational targets are being met based on various assumptions / scenarios and may represent projections of:

- Revenue requirements.
- Debt service coverage.
- Cash position such as Days Cash on Hand.
- Cash balances by fund.
- Capital improvement program funding sources.
- Outstanding debt and debt service payments.
- Outstanding debt-to-net assets.
- Outstanding debt per customer and per capita.
- Operating ratio or margin.
- Affordability based on median household income.
- Rate / bill comparisons and customer impacts.
- Capacity utilization.
- Any other financial or operational metrics which add value to the presentation of the results.

- Specific tabs for major assumptions and client accounting codes. The models would automatically adjust in real-time based on assumption changes such as customer growth, operating expenses, and capital program cost / funding source adjustments. The user could easily perform "what if" scenario analyses, sensitivity analyses, and risk assessments.
- Debt-sizing tabs that would generate complete proforma debt service schedules based on user inputs regarding interest rates, issuance costs, years of capitalized interest, etc.
- Checks, balances, and reconciliations throughout the various tabs to: i) ensure that data and information incorporated into the models reconcile with source documents; and ii) validate the integrity of data from tabs that are linked.

User-updateable fields would be clearly marked by different font or cell background colors. Fixed data and formulas could be password protected as appropriate to prevent inadvertent changes.

The utility rate models may contain projections of:

- Customer statistics / customer growth.
- Rate revenue by customer type.
- System development / impact fee collections.
- Other "miscellaneous" revenues.
- Operating expenses.
- Multi-year capital program and funding sources.
- Cash balances and interest income.
- Existing and projected debt service.

- Debt service coverage and other financial metrics (e.g., outstanding debt-to-net fixed assets, operating margin, affordability based on median household income, etc.).
- Transfers for reinvestment (e.g., renewals and replacements).
- Other transfers (e.g., to the General Fund).
- Sources and uses of funds. (The total sources will equal the total uses.)
- Revenue requirements and revenue sufficiency.
- Cost of service calculations and proposed rates.
- Revenue "proofs" indicating how the proposed rates applied to the projected customer statistics are projected to generate the target revenue for each fiscal year.
- Bill comparisons showing how bills under the proposed rates compare with those of neighboring, similar, or benchmark jurisdictions.

6. COST & TIMELINE

PROPOSED NOT-TO-EXCEED BUDGET

For our level of expertise and experience, the Project Team offers top value for the services we provide. We have always completed projects on-time, within budget, and with a successful outcome. The Project Team has a 100% success rate in securing the adoption and public acceptance of our rate and financial recommendations.

We propose to establish a not-to-exceed budget for the Project of **$23,800,** which assumes a level of service of up to **180 hours** to complete the Project. This proposed not-to-exceed budget is consistent with budgets that the Project Team has recognized for similar projects. Due to the current COVID-19 situation, it is anticipated that all meetings will be held virtually via WebEx, GoToMeeting, or Skype until such time as regular travel is safe again.

The project will be invoiced on a monthly basis based on the percentage of progress achieved.

TIMELINE

The project timeline is expected to be 45 days from project initiation, with a target of completion before May 29, 2020, presuming the information necessary for the calculations is readily available.

NATIONAL FIRM **LOCAL FOCUS**

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Tallahassee | Tampa

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MICHIGAN
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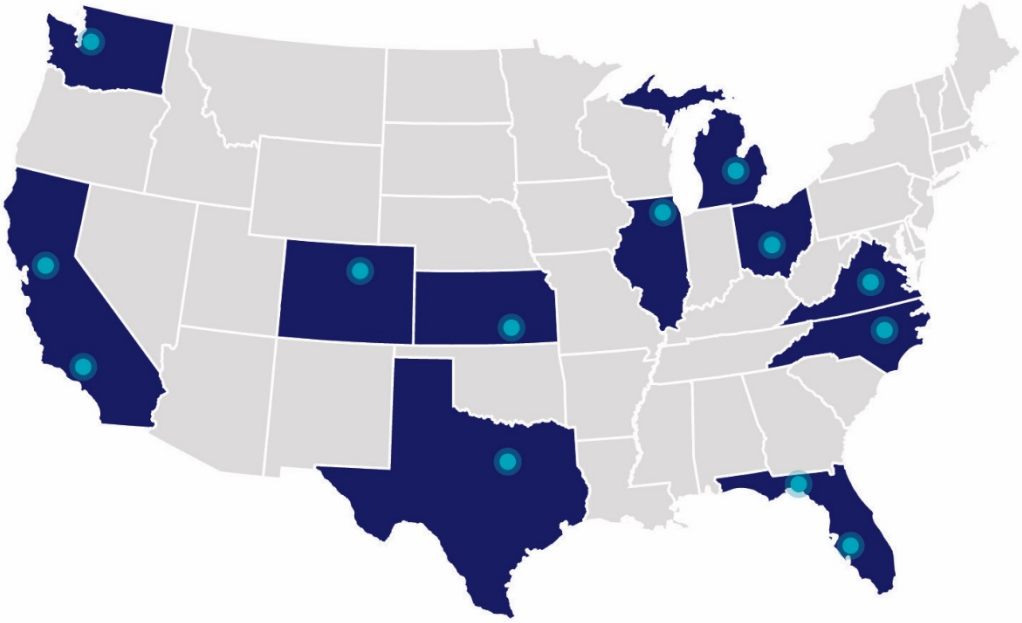
NORTH CAROLINA
Raleigh

OHIO
Columbus

TEXAS
Dallas

VIRGINIA
Richmond

WASHINGTON
Seattle



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