

**AGENDA-REGULAR MEETING  
GODDARD CITY COUNCIL  
118 NORTH MAIN  
GODDARD, KANSAS  
JUNE 1, 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 – May 18, 2020
- 2. Accounts Payable
  - a. May 21, 2020 for \$183,860.98
  - b. May 27, 2020 for \$326,951.88

**G) UNFINISHED BUSINESS**

- 1. None

**H) NEW BUSINESS**

- 1. Community Development Block Grant for Local Businesses
- 2. Authorize Offering for Sale Series 2020-02 General Obligation Bonds Financing STAR Bond District Infrastructure Improvements
- 3. Rustic Creek Addition Development Agreement
- 4. KDOT Agreement for 183<sup>rd</sup> Street Frontage Road Discussion
- 5. Water and Sewer Utility Budget Presentation
- 6. Presentation from the Goddard Public Library

**I) CITY ADMINISTRATOR'S REPORT**

**J) GOVERNING BODY COMMENTS**

**K) EXECUTIVE SESSION**

**L) ADJOURNMENT**

Next Assigned Numbers for:  
Charter Ordinance No 14  
Ordinance No. 851  
Resolution 20-10

**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 May 18, 2020 Regular City Council Minutes**

### **F.2 Review of Accounts Payable**

May 21, 2020 for \$183,860.98

May 27, 2020 for \$326,951.88

- \$289,136.88 Mies Construction: Pay Request # 5 & Final Pay Request #6 - Clover Leaf Phase I Project 2019-03
- \$104,601.79 Mies Construction: Pay Request #5/Final - Elk Ridge Phase IV Project 2019-06
- \$39,822.68 Nowak Construction: Pay Request #5/Final - Elk Ridge Phase III Project 2019-02
- 12,887.93 Evergy Monthly Electrical Services: Library, Signal Lights, City Hall, Community Center, Means Park, Pool, Water Tower, Water Wells, Public Works, Linear Park, Sewer Lift Stations, WWTF, Splash Pad
- \$12,481.80 MKEC Professional Services Rendered: Thru 05.02.20-Arbor Creek Phase I Project 2019-01 & Se Growth Corridor Lift Station Project 2019-01.1
- \$5,000.00 Goddard Lions Club: 2020 4th Of July Fireworks Requested Funds (Council Approved 05.18.20)

**MINUTES-REGULAR MEETING  
CITY OF GODDARD  
118 NORTH MAIN, GODDARD, KS  
MONDAY, MAY 18, 2020**

The Goddard City Council met in a Regular Session at Goddard City Hall on Monday May 4, 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, Larry Zimmerman, Sarah Leland, Brent Traylor and Michael Proctor.

Also present were Brian Silcott, City Administrator, Teri Laymon, City Clerk; Matt Lawn, City Treasurer; Brooke Brandenburg, Public Works Director; Micah Scoggan, City Planner; Fred Farris, Police Chief; Thatcher Moddie, Administrative Fellow; and Ryan Peck, City Attorney,

**APPROVAL OF THE AGENDA**

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

**CITIZEN COMMENTS**

None

**APPROVAL OF THE CONSENT AGENDA**

The following was submitted to the City Council for approval:

Approval of Minutes  
Regular Meeting – May 4, 2020

Accounts Payable  
May 7, 2020 for \$39,010.44  
May 13, 2020 for \$206,822.36  
May 14, 2020 for \$8,788.34

Receive and File Boards and Commissions  
Library Board (April 2020)  
Planning Commission (April 2020)

**RECONSIDER WASTEWATER TREATMENT FACILITY FENCE BID AWARD**

Brook Brandenburg, Public Works Director, stated at the April 20, 2020 meeting the City Council approved entering into an agreement with Arambula Construction in the amount of \$28,337.93 for the replacement of approximately 2000 ft. of 8 ft tall chain link fence with a three-strand barbwire topper to replace the existing fence at the WWTF. Prior to contacting Arambula Construction to inform them of the bid award PW conducted a final review of the quote they submitted. The review revealed a discrepancy between the cost of the fence presented to the City Council and the actual cost of building the fence. The bid submittal by the company listed an estimated price of \$58,277 not the \$28,337.93 presented on April 20.

The city received three bids from contractors capable of performing the desired scope of work, results are listed in the table below:

Company	8' Fence Bid
Kansas Fence Co.	\$ 35,920.00
American Fence	\$ 34,981.00
Arambula Const.	\$ 58,277.00

The total cost of American Fence Company building a new 2000-foot-long, 8-foot-high chain link fence with a three-strand barb wire topper is \$34,981.00 and will be allocated 100% to Capital Improvement (90-830-8240).

Brandenburg recommended that the City Council rescind the April 20 award to Arambula Construction for \$28,337.93 and award the actual low bid of \$34,981.00 submitted by American Fence Company.

**MOTION:** Councilmember *Zimmerman* moved to rescind the April 20 award to Arambula Construction for \$28,337.93 and award the bid of \$34,981 to American Fence Company. The motion was seconded by Councilmember *Larkin*. The motion passed unanimously.

### **AUTHORIZE THE PURCHASE OF A BOILER FOR THE SWIMMING POOL**

Brooke Brandenburg stated at the end of the 2019 swimming season the heater began having difficulty generating an adequate amount of heat to warm the water. Upon inspection by a certified pool repair and maintenance company we learned that the heaters burner platform is worn out. The design of the heater does not allow the burner platform to be replaced as a separate unit, requiring replacement of the entire pool heater. If approved, the system will likely be installed in early June.

The city received three bids from contractors capable of providing and installing a replacement heater, results are listed in the table below:

Company	Details	Cost
Aquasizer	P1223 Heater	\$ 17,330.49
Daves Pool Store	1125k RayPak	\$ 9,875.95
Wichita Burner	1125k RayPak	\$ 12,705.00

The 1125k RayPak heater is a direct replacement for the unit currently in use at the pool. PW has chosen to install a direct replacement due to ease of installation and cost. The cost of replacing the worn-out heater with a new 1125k RayPak heater is \$9,875.95 and will be allocated 100% to Equipment Reserve Fund 81-310-8600.

Brandenburg recommended that the City Council approve the purchase and installation of a 1125K RayPak heater in the amount of \$9,875.95.

**MOTION:** Councilmember *Proctor* moved to approve the purchase and installation of a 1125K RayPak heater in the amount of \$9,875.95 and to allocate the expenditure as presented. The motion was seconded by Councilmember *Leland*. The motion passed unanimously.

### **DISCUSS COVID-19 RELATED UTILITY PENALTIES AND ACCOUNT DISCONNECTION POLICY**

Brian Silcott, City Administrator explained that the Governor of Kansas put a temporary order in place in April for municipalities to not conduct shutoffs for delinquent utility bills. This order is currently set to expire on May 31, 2020. If the order is not extended by the legislature, it would be the responsibility of the City to determine whether to conduct shutoffs for delinquent bills after that period.

Prior to the COVID-19 crisis, the previous 12 months before March 2020, the City of Goddard averaged 11 utility disconnects per month. In April, 158 residents would have been disconnected for non-payment on the March bills. In May, 106 residents would have been disconnected for non-payment on the April bills. It is clear as a result of the crisis, delinquent bills have increased drastically.

Silcott stated the Governing Body can determine whether the City should start conducting shutoffs if the order by the state expires on May 31, before the next Regular City Council meeting on June 1. The Governing body can also determine a date to start conducting shutoffs in the future, of the state order does eventually expire. Without further action by the City Council, staff will begin the disconnection of services in June for the May billing cycle.

The City currently has 1,880 water and 1,794 sewer customer accounts. Before the COVID-19 crisis the City averages 11 disconnections per month. For the month of April (March consumption) there were 320 delinquent customers with 158 of the 320 customers set for disconnection. The month of May (April consumption) reflects 350 delinquent accounts and 106 customers who would have been disconnected for non-payment.

April (March consumption) utility bill has \$26,482.70 in outstanding balances with \$2,710.77 in penalty charges. The May (April consumption) utility bill has an outstanding amount of \$36,276.67 with penalty charges totaling \$2,798.62.

The Governing Body discussed extending the date for charging late fees and shutting off water for non-payment until July 31. A few council members were concerned that some might get too far behind or that some would take advantage of the situation if there were no late fees. Councilmember Larkin suggested working with people to offer payment arrangements so that they would not get too far behind.

**MOTION:** Councilmember *Zimmerman* moved to extend the date for charging late fees and water shut-offs to July 31, 2020. The motion was seconded by Councilmember *Larkin*. The motion passed unanimously.

### **DISCUSS COVID-19 WAIVERS FOR POOL USAGE**

Brian Silcott said due to the COVID-19 crisis, there are Federal, State and Local mandates for opening public facilities. The Governor's latest order states that public pools will be able to open

on June 1, with a capacity of 30 people, June 15 with a capacity of 90 people with the gathering order expiring on June 29.

As best practice, having attendees sign a waiver would prevent any liability on the part of the City and help citizens understand they are responsible for their own children. After discussion with City attorneys, it was recommended to incorporate a waiver to prevent the City from liability if someone becomes sick at the pool. Pool patrons over 18 can sign their own waiver. Children under 18 will need to present a paper copy of the waiver signed by a parent.

Multiple warning signs related to COVID-19 will be put in place around the pool area. The waiver form will be available for download in multiple locations on the City website and hard copies will be available at the pool.

Silcott said the City Council can determine whether the City should implement a program to distribute waivers. If put into place, the guards would collect signed waivers and said waivers would be filed at City Hall. This is an additional level of protection in case virus tracing pointed towards the pool.

Silcott said the waiver has been authored by City Attorney Ryan Peck Approved as to form

Councilmember Larkin stated he thought that the waiver would not be beneficial. City Attorney Ryan Peck explained that if a patron was to bring litigation against the City, showing them that the City has a waiver signed can deter it from going any further.

**MOTION:** Councilmember *Leland* moved to approve the pool attendees sign a waiver. The motion was seconded by Councilmember *Larkin*. The motion passed unanimously.

### **ADOPT A RESOLUTION AMENDING THE GODDARD FLEXIBLE SPENDING PLAN**

Teri Laymon, City Clerk stated at the September 17, 2018 City Council Meeting the City Council adopted Resolution 18-11 establishing a cafeteria plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account that became effective October 1, 2018 with Empower, a Family Health America Company.

A Health Flexible Spending Account (FSA) enables an employee to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes through pre-tax payroll deductions.

A dependent Care Flexible Spending Account enables an employee to pay for out-of-pocket, work-related dependent day-care cost also with pre-tax dollars.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) to provide a broad economic stimulus and coronavirus (COVID-19) relief for Americans. The CARES Act expanded the list of eligible expenses for Flexible Spending Accounts retroactive to January 1, 2020, including Over-the Counter drugs/medicines that were eliminated by the Affordable Care Act of 2010 and feminine products.

The Resolution will simply amend the City of Goddard Flexible Spending Account Plan to include the items that the CARES Act reinstates these expenses as eligible for reimbursement.

The City has 17 participants and pays fees of approximately \$1,450 per year to Empower to host the Plan, and the City will Save approximately \$ 1,810 in FICA/FUTA tax (7.65%) on all

amounts set aside by employees, for a net savings of \$360.00. Adopting of this Resolution will not change the change the current financials.

Laymon recommended the City Council: Adopt the proposed Resolution amending the City of Goddard Flexible Spending Account Plan.

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

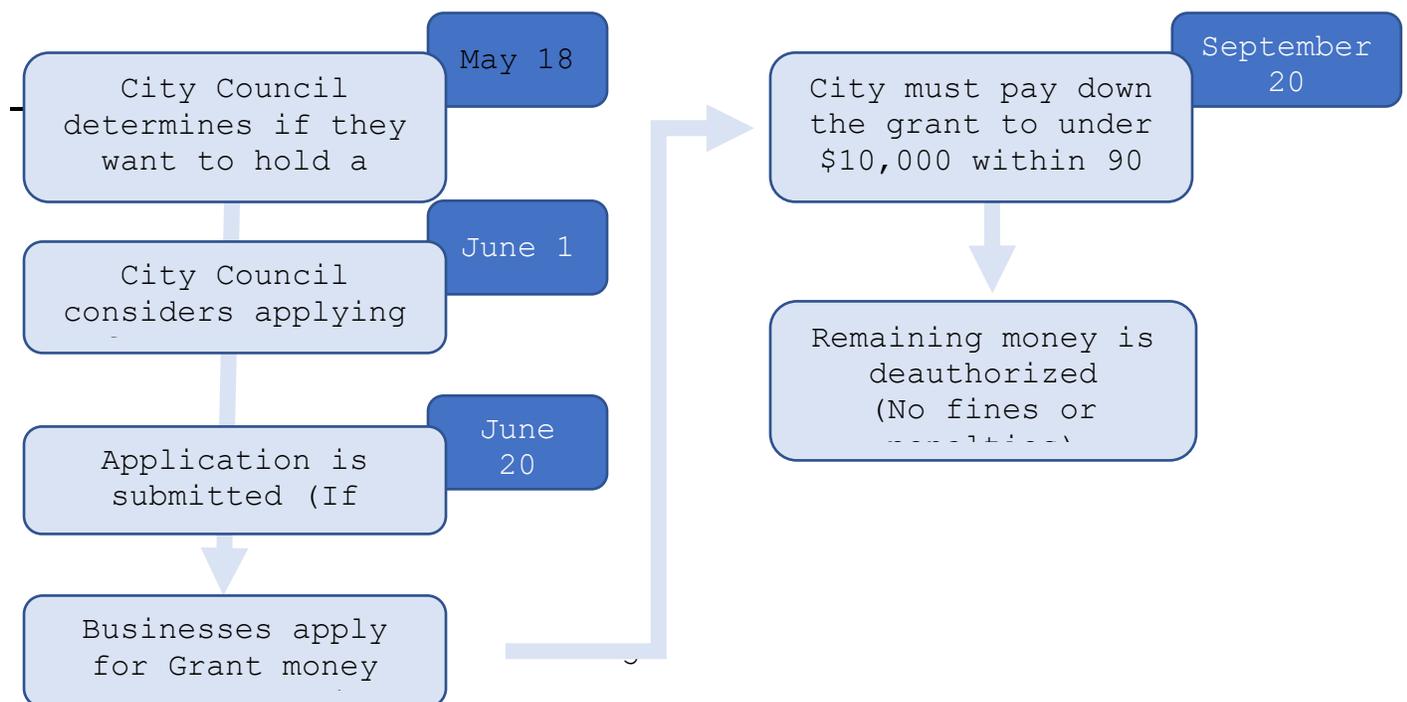
**Resolution 20-09**

**CONSIDER PARTICIPATING IN A COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 BUSINESS ASSISTANCE PROGRAM FOR LOW-TO-MODERATE INCOME WORKERS**

Micah Scoggan, City Planner, stated the Housing and Urban Development (HUD) department of the Federal Government has released special funds in the form of Community Development Block Grants-Corona Virus (CDBG-CV). Some of these funds have been dispersed to the Kansas Department of Commerce in the number of around (plus/minus) \$9 Million. Cities with a population less than 50,000 can apply for this grant money on a first come, first serve basis. Cities can only be awarded \$300,000 maximum.

These funds are considered Economic funds sub-allocated for Businesses that are for profit only. Only certain businesses can apply for these funds and they must meet certain requirements set by HUD. This money is considered Federal money and as such a City staff member will have to act as grant Administrator vetting each application from businesses to ensure compliance with State and Federal requirements.

Prior to applying for the Grant, the City Council must hold a public meeting which is published in the City newspaper (7 days prior) to consider the advisability of applying for the Grant money.



**MOTION:** Councilmember *Larkin* moved to approve a notice of public hearing on June 1, 2020 to start the process of applying for a grant as presented. The motion was seconded by Councilmember *Proctor*. The motion passed unanimously.

### **CONSIDER RFP FOR RESIDENTIAL SPEED STUDY ON ARTERIAL STREETS**

Micah Scoggan explained that the City Council has been notified by several residents of the city of Goddard concerning motorists exceeding posted speed limits. The City Council would like to consider reducing the speed limits along certain residential collector streets. This would require a Speed Limit Traffic Study done by a professional engineering firm and the findings of this study would help guide the City in determining a reasonable speed for these subdivisions. This is a requirement set by the State of Kansas in Kansas Statutes Annotated 8-1560.

The goal of the study which will be conveyed in the RFP, and reiterated to the selected Engineering Firm, will be to reduce the speeds exercised by motorists in residential neighborhoods.

The Speed Study is required per **K.S.A 8-1560** “Alteration of maximum speed limits; powers of local authorities, limitations and restrictions; establishing speed limits in road construction zones”. This Speed Study will analyze certain roads within the City for 24 hours. This study could take up to 60 days to complete. The costs will vary depending on the selected engineering firm. The study will determine what an adequate speed limit is for those roads.

Police Chief Fred Farris explained that there are other solutions to get speeders to slow down, such as speed bumps, that would be more efficient than paying for a study and reducing the speed limit. Farris said that he feels that lowering the speed limit would not solve the problem.

**MOTION:** Councilmember *Larkin* moved to proceed with the RFP for a traffic study. The motion was seconded by Councilmember *Leland*. The motion failed 3-2.

### **NORTHWEST BYPASS UPDATE TRAFFIC STUDY**

Brian Silcott stated Sedgwick County is requesting consideration of this item to participate in a study to determine the feasibility of the Northwest Bypass being constructed as a toll road and operated by KTA. The City has participated in a corridor preservation practice to set aside land for the future construction of the Kansas Department of Transportation’s future transportation corridor plan for a Northwest Bypass connecting Kansas Highway K96 in Maize with US-54/400/Kellogg Avenue located near the Goddard & Wichita boundary.

The City allocates \$3,000/year to secure right-of-way within the corridor. In addition to this allocation, at the request of Sedgwick County, the City of Goddard has utilized a protective overlay since 2007. This protective overlay prevents development within the roadway’s proposed right-of-way path within the City of Goddard. The City of Maize also participates in this program, albeit at lesser amount of \$2,500 and without a long-standing protective overlay. The timing and location of any construction is unknown. The agreement has been approved by KDOT, KTA, Sedgwick County, and the City of Maize.

Silcott said the agreement is between the Kansas Turnpike Authority (“KTA”), the Kansas Department of Transportation (“KDOT”), Sedgwick County, and the Cities of Goddard and Maize. The cost of the study is \$70,000 and would be split three ways with the Cities of Goddard and Maize each paying \$2,000 and Sedgwick County paying the remainder.

If approved, this item would be allocated to the Street Fund Administrative Miscellaneous Non-Operational Expense line item: 40-410-9915.

Silcott recommended the City Council: Authorize the Mayor to execute the Northwest Bypass toll feasibility study agreement in an amount not to exceed \$2,000.

**MOTION:** Councilmember *Larkin* moved to authorize the Mayor to execute the Northwest Bypass toll feasibility study agreement in the amount of \$2,000. The motion was seconded by Councilmember *Zimmerman*. The motion passed unanimously.

### **RECEIVE AND FILE CAPITAL IMPROVEMENT PROGRAM 2020-2025**

Matt Lawn, City Treasurer, explained that each year, as the first step in the annual budget process, staff presents a Capital Improvement Program/Plan for the Governing Body to consider as a guide for strategic projects & tasks. The plan is driven primarily from the following:

- Vision, Mission, Values, & Objectives “VMVO”;
- City’s Business Plan for 2017-2022;
- City of Goddard Strategic Process;
- Community Vision Plan;

Unlike the actual operating budget, the CIP is considered a “Living Document” that will be amended during the course of the five year timeframe as priorities change and opportunities become available.

The Capital Improvement Plan is an inventory of recommended and current projects and major capital purchases for the City.

The projects, facilities, equipment, and other items mapped out by the plan will support the functions and programs of the City for the next one to five years.

As a result, the CIP serves as a guide for elected officials and City management in budget decisions and addressing strategic planning for the City.

This proposal is a starting point, offered to Governing Body through consultation with and comments made by the Governing Body, our neighbors, and City staff. The list and its priorities can change to fit the needs of the community and the Governing Body’s priorities. Included in the proposal is the Funding Source Summary to show how each project is funded. Sources include transfers in the Capital Improvement Fund (Fund 90), the Parks & Recreation Fund (Fund 60), Equipment Reserve Fund (Fund 81), and General Obligation Bonds within the Bond & Interest Fund (Fund 70). Also included is a Cash Forecast for fiscal years 2021 - 2026,

Lawn Reviewed the current and proposed projects and fund cash balances.

Mayor Blubaugh said he would like to see the parks and recreation funds built back up and would like to allocate 400,000 per year to projects.

Councilmember Zimmerman asked why we are paving Hawkins lane, when it is not owned by the City. Mayor Blubaugh stated that he initiated the paving of Hawkins Lane because he didn't think people should drive on a dirt road to get to our fine zoo. Councilmember Zimmerman stated he would like to have it come before the Council for a vote before spending money on it. Councilmember Zimmerman said the community needs a community center and we would be paying for a road that doesn't belong to the City.

Mayor Blubaugh agreed that he thought the Community Center should be in the Capital Improvement Plan.

### **CONSIDER LIONS CLUB REQUEST FOR FIREWORKS FUNDING**

Eric Mathews, President of the Lions Club presented a letter from the Lions Club requesting \$5,000 to help fund the Fourth of July fireworks show. This year, fireworks would be shot from the STAR Bod area, in the open field to the Couth of the baseball fields. The event will be watched from cars, following guidelines related to COVID-19 There will be no food, concessions or onsite entertainment.

**MOTION:** Councilmember *Larkin* moved to authorize \$5,000 in funding for the Lions Club Fireworks Show. The motion was seconded by Councilmember *Traylor*. The motion passed with Councilmember Zimmerman voting no.

### **CITY ADMINISTRATORS REPORT**

Brian Silcott, City Administrator presented the City Administrator's Report of May 18, 2020.

### **GOVERNING BODY COMMENTS**

Councilmember Zimmerman expressed his concern regarding the amount of money we are giving out to other entities. Zimmerman stated that he calculates that the City is giving away approximately \$100,000 which is equal to 3 mills. Zimmerman said that is \$100,000 that is not going to City amenities.

Councilmember Larkin asked if the City will be reimbursed from the County for HERO pay. Brian Silcott said staff has reached out to the County's grant administrator and will have something to report shortly.

Councilmember Larkin asked if the City was going to sell the property across the street to Stroots. Brian Silcott stated staff has been trying to reach the property owners and will follow up on this item.

Councilmember Leland expressed her disappointment that the City will not be moving forward on the traffic study. Leland stated she hopes that the issue will not get dropped and the City will push forward to improve the safety of the neighborhoods.

Councilmember Proctor expressed his appreciation for Chief Farris's comments on other ways to help slow down the traffic in the neighborhoods. He said he would not like to spend the money for a traffic study if the study came back with a recommendation of speed limits over 20 mph.

Councilmember Traylor asked why there wasn't any mention of a Community Center in the Capital Improvement Plan. Brian Silcott stated that it has come before previous members of the City Council and the idea was shot down. Silcott said he would be happy to come up with a solution and get it on and future City Council Agenda. Mayor Blubaugh stated he likes the idea of having a Senior Center on the North Park Land that would serve western Sedgwick County. Blubaugh said that he knows that Sedgwick County would like to have a Senior Center in West Sedgwick County and he thinks that a good place for it would be the North Park Land. Blubaugh said that Maybe Sedgwick County could help fund the project.

Mayor Blubaugh thanked staff for all their hard work.

### **ADJOURNMENT**

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

*Meeting adjourned at 9:26 pm.*  
*Teri Laymon, City Clerk*

CITY OF GODDARD  
 ACCOUNTS PAYABLE LIST: MAY 21, 2020  
 COUNCIL REVIEW: JUNE 01, 2020

VENDOR NAME	DESCRIPTION	AMOUNT
AQUASIZERS	POOL CHEMICALS	\$ 3,056.50
AT&T	MONTHLY INTERNET/PHONE SERVICE - PUBLIC WORKS SCADA SYSTEM	\$ 169.51
B & B KLASSEN ENTERPRISES, INC	SALT	\$ 937.50
BUSBY FORD & REIMER, LLC	FINAL BILLING - 2019 AUDIT SERVICES	\$ 12,750.00
CARD SERVICES - UMB PURCHASE CARD	APRIL 2020 PURCHASES - SCOGGAN, BRANDENBURG	\$ 469.71
CINTAS-CINCINNATI	STOCK/ORGANIZE FIRST AID CABINET - PUBLIC WORKS/WWTF	\$ 148.30
COX BUSINESS	MONTHLY INTERNET/PHONE SERVICE - POOL, LIBRARY	\$ 533.33
D. C. & B. SUPPLY	(20) KAMSTRUP 2100 5/8" X 3/4" ULTRASONIC RADIO WATER METERS & PIT SET ANTENNAS	\$ 3,680.00
FAMILY HEALTH AMERICA, LC	MAY 2020 FSA ADMINISTRATIVE SERVICES FEE	\$ 100.00
GALLS	UNIFORM ITEMS - POLICE	\$ 133.36
GILMORE SOLUTIONS	JUNE 2020 LICENSES & INFOCUS AGREEMENT FEES	\$ 3,791.00
HAYES, LOGAN	REFUND CREDIT BALANCE ON UTILITY ACCOUNT #6083005.	\$ 113.76
JOHNSON'S GARDEN CENTER	PLANT MATERIAL-PARKS, CITY HALL	\$ 2,398.00
KANSAS GAS SERVICE	MONTHLY GAS SERVICE - LIBRARY	\$ 96.55
MERIDIAN ANALYTICAL LABS	LAB ANALYSIS - DRINKING WATER	\$ 45.00
METROPOLITAN AREA BUILDING & CONSTRUCTION DEPARTMENT - MABCD	APRIL 2020 PERMIT FEES	\$ 2,787.15
MIES CONSTRUCTION	PAY REQUEST #5/FINAL - ELK RIDGE PHASE IV PROJECT 2019-06	\$ 104,601.79
NOWAK CONSTRUCTION	PAY REQUEST #5/FINAL - ELK RIDGE PHASE III PROJECT 2019-02	\$ 39,822.68
PAASCH, MIKE - ATOC TAX & ACCOUNTING	APRIL 2020 PAYROLL PROCESSING SERVICE - LIBRARY	\$ 90.00
QUILL	HP 920XL PRINTER CARTRIDGES, PACKING TAPE, RECEIPT PRINTER RIBBONS	\$ 167.44
SENSUS	ANNUAL RENEWAL OF AUTO READ SOFTWARE SUPPORT (Coverage Period: 07.26.20 to 07.25.21)	\$ 1,715.95
SYMBOL ARTS	(110) 1.75" GODDARD PD COINS	\$ 954.50
TIMES-SENTINEL NEWSPAPERS, LLC	SALUTE TO SENIORS SUPPORT AD	\$ 65.00
TRAFFIC CONTROL SERVICES	CONVERT POLICE UNIT 23 TO ACO VEHICLE	\$ 3,500.00
WATER WISE ENTERPRISES	WATER CHLORINATION CHEMICALS, POOL CHEMICALS	\$ 1,733.95
	<b>TOTAL</b>	<b>\$ 183,860.98</b>

CITY OF GODDARD  
 ACCOUNTS PAYABLE LIST: MAY 27, 2020  
 COUNCIL REVIEW: JUNE 01, 2020

VENDOR NAME	DESCRIPTION	AMOUNT
BANK OF THE WEST	2020 POOL STARTUP FUNDS	\$ 200.00
CARD SERVICES - UMB PURCHASE CARD	APRIL 2020 PURCHASES - BEAGLEY	\$ 729.65
CORE & MAIN	WATER PARTS	\$ 3,147.46
CREATIVE PRODUCT SOURCE	(200) IMAGINE YOUR STORY COLORING BOOK, 910 BARBECUE TOOL SET W/CASE - LIBRARY	\$ 402.96
D.C. & B. SUPPLY	2" KAMSTRUP ULTRA SONIC WATER METER & PIT SET ANTENNA - TANGANYIKA WATER TAP	\$ 805.00
EVERGY	MONTHLY ELECTRICAL SERVICES - LIBRARY, SIGNAL LIGHTS, CITY HALL, COMMUNITY CENTER, MEANS PARK, POOL, WATER TOWER, WATER WELLS, PUBLIC WORKS, LINEAR PARK, SEWER LIFT STATIONS, WWTF, SPLASH PAD	\$ 12,887.93
GALLS	UNIFORM ITEMS-POLICE	\$ 16.92
GODDARD LIONS CLUB	2020 4TH OF JULY FIREWORKS REQUESTED FUNDS <i>(Council Approved 05.18.20)</i>	\$ 5,000.00
KANSAS GAS SERVICE	MONTHLY GAS SERVICE - WWTF, POOL, WATER TOWER GENERATOR, COMMUNITY CENTER, CITY HALL, PUBLIC WORKS	\$ 540.36
MERIDIAN ANALYTICAL LABS	LAB ANALYSIS - STORMWATER, DRINKING WATER	\$ 590.00
MIES CONSTRUCTION	PAY REQUEST # 5 & FINAL PAY REQUEST #6 - CLOVER LEAF PHASE I PROJECT 2019-03	\$ 289,136.88
MKEC	PROFESSIONAL SERVICES RENDERED THRU 05.02.20- ARBOR CREEK PHASE I PROJECT 2019-01 & SE GROWTH CORRIDOR LIFT STATION PROJECT 2019-01.1	\$ 12,481.80
QUILL	DATA BINDERS	\$ 118.44
ROBERTS HUTCH-LINE	COPY PAPER	\$ 57.98
S&P GLOBAL MARKET INTELLIGENCE	CUSIP GO BOND FEES	\$ 696.00
TIMES-SENTINEL NEWSPAPERS	PUBLICATION OF PRIVATE PLACEMENT OF GO BONDS SERIES 2020-2. PUBLICATION OF COMMUNITY DEVELOPMENT BLOCK NOTICE OF HEARING ON JUNE 1, 2020	\$ 140.50
	<b>TOTAL</b>	<b>\$ 326,951.88</b>

**City of Goddard  
City Council  
June 1, 2020**

**TO:** Mayor & City Council  
**SUBJECT:** Community Development Block Grant – Corona Virus  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Planner  
**AGENDA:** New Business

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**Background:** The Housing and Urban Development (HUD) department of the Federal Government has released special funds in the form of Community Development Block Grants-Corona Virus (CDBG-CV). Some of these funds have been dispersed to the Kansas Department of Commerce in the number of around (plus/minus) \$9 Million. Cities with a population less than 50,000 can apply for this grant money on a first come, first serve basis. Cities can only be awarded \$300,000 maximum.

Prior to applying for the Grant, the City Council must hold a public meeting which is published in the City newspaper (7 days prior) to consider the advisability of applying for the Grant money. On May 18, 2020, the Governing Body voted unanimously to publish the necessary meeting requirements for considering applying for the CDBG-CV grant. The public notice was placed in the Times Sentinel on May 21, 2020.

**Analysis:**

There are four (4) forms that are included in this agenda that must be signed by the Mayor and the City Clerk signifying the City’s willingness to participate in the program.

- Statement of Assurances and Certifications – This form is to assure that all necessary State and Federal law will be abided by in the execution of the grant money.
- HUD Disclosure Form – This form is required by the Federal Housing and Urban Development (HUD) department for tracking applicants who request Federal funding.
- Anti-Displacement – This form is to confirm that the funds will not be used towards the demolition and replacement of low income housing units.
- Resolution – This form is to confirm that the Governing Body of the municipality requesting the funds has the authority and the desire to do so.

**Financial:** There was a small cost associated with publishing the notice in the City newspaper

**Legal Considerations:** Approved as to form

**Recommendation/Actions:** It is recommended that the City Council: Direct staff as desired.

If desired to proceed...

Designate the City Planner as the primary representative of the City for the application and administration of the Community Development Block Grant-Corona Virus and the City Administrator as the secondary representative to act as necessary on behalf of the City.

(VOICE)

**Attachments:**

H.1a Statement of Assurances and Certifications (4 Pages)

H.1b HUD Disclosure Form (1 Page)

H.1c Anti-Displacement (1 Page)

H.1d Resolution (1 Page)

H.1e CDBG-CV Frequently asked questions (7 Pages)

## STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make a grant submission and to execute a community development and housing program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
3. Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
5. Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
6. The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):
  - (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
  - (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
  - (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
  - (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
  - (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
  - (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;

- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
  - (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
  - (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
  - (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
  - (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
  - (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
  - (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
  - (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
7. The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  8. It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  9. It will comply with the provisions of 24-CFR-200.
  10. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  11. It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  12. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.

13. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG Funding.
14. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
15. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

\_\_\_\_\_  
Signature, Chief Elected Official

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

To Whom It May Concern:

As Chief Elected Official of the City/County of \_\_\_\_\_, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No.
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)
---------------------	--------------------

[CLICK HERE FOR FORM FILL PDF](#) [CDBG Disclosure Report](#)

**\*\* SEE GENERAL APPLICATION REQUIREMENTS FOR DISCLOSURE REPORT REQUIREMENTS \*\***

**(Minimum required by all applicants for funding – must be submitted with application)**

**RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN  
UNDER SECTION 104(D) OF THE  
HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (N/A) will be demolished with grant funds (should contain proposed demolitions):

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Chief Elected Official

THE CITY/COUNTY OF \_\_\_\_\_, KANSAS

RESOLUTION NO. \_\_\_\_\_

RESOLUTION CERTIFYING LEGAL AUTHORITY AND AUTHORIZATION

TO APPLY FOR THE CDBG-CV

FROM THE KANSAS DEPARTMENT OF COMMERCE

WHEREAS, The City/County of \_\_\_\_\_, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of \_\_\_\_\_, Kansas, intends to submit an application for assistance from CARES Act under the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of \_\_\_\_\_, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the CARES Act under the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of \_\_\_\_\_, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

As Chief Elected Official of the City/County of \_\_\_\_\_, I hereby certify that I have knowledge of all activities in the above-referenced application.

THE APPLICANT hereby dedicates \$ \_\_\_\_\_ in matching funds toward this project

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF \_\_\_\_\_, KANSAS,

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED \_\_\_\_\_  
MAYOR/COMMISSIONER

ATTEST \_\_\_\_\_

(SEAL)

THE CITY/COUNTY OF \_\_\_\_\_, KANSAS



## **CDBG-CV Frequently Asked Questions**

### **GENERAL QUESTIONS & PROGRAM ELIGIBILITY**

#### **Can I apply for both Economic Development and Meal Assistance grants?**

Yes. You can apply for both types of grants. If you are applying for both economic development and meal program grants, only one application is necessary.

#### **Who is eligible to apply?**

Non-entitlement cities and counties in the state of Kansas, which are defined as “general purpose units of government,” are eligible to apply for CDBG-CV funding.

#### **Are entitlement cities or counties eligible?**

No. Entitlement communities include Kansas City, Wichita, Topeka, Lawrence, Leavenworth, Manhattan, Overland Park and all cities within Johnson County. They are not eligible to apply for state of Kansas CDBG funds since they get funds directly from HUD.

#### **Could a county apply on behalf of multiple small cities? For example, several of our Counties have several small cities that may only have 1 to 5 businesses and it might be easier to have the County Economic Development person put together a joint application and administer the funds on their behalf.**

Yes. A county can apply on behalf of multiple cities / the entire county. However, if one of those cities also obtains funds independently of the county, the county funds cannot be used in that city. This is possible without an inter-local agreement.

#### **What is the difference between the Micro-Grants and Economic Development Grants?**

Micro grants are for those companies with five or fewer employees (with one being the owner). Economic development is for those businesses with between six-50 employees (the owner is not counted).

#### **Are companies with more than 50 employees eligible for CDBG-CV?**

No. Companies with more than 50 employees are not eligible to apply for CDBG-CV. The city or county can, however, apply for regular CDBG economic development grants. More information on these grants can be found online at [www.kansascommerce.gov/cdbg](http://www.kansascommerce.gov/cdbg).

#### **Where do I go to apply?**

Applications, as well as all necessary information on applying, can be found at [www.kansascommerce.gov/cdbg-cv](http://www.kansascommerce.gov/cdbg-cv). On this site, you can review the guidelines, register a user account and complete the application.



**Can I complete a paper application, or do I have to apply online?**

The entire application process is submitted online with the supporting documents uploaded as requested. Paper applications will not be accepted.

If you have issues applying, including problems accessing the application or not receiving a verification email, please contact [debbie.beck@ks.gov](mailto:debbie.beck@ks.gov).

**On the application, there is a place to add/edit sources. What does that mean?**

This is only necessary for those applicants supplying matching funds, which is not a requirement. In that case, you should list sources of funding and their corresponding dollar amounts.

**What is the anticipated time frame for city/county applications to be processed and money dispersed?**

The Department of Commerce will notify the community as quickly as possible if they have been awarded CDBG-CV funds, with the goal of notification within 15 days of application submission/completion.

**How quickly will businesses have access to funds?**

If the business is awarded funds from its city and/or county, funds will have to be drawn from the Department of Commerce. Once the draw request is submitted to Commerce, the city and/or county will have funds in 10-14 days.

**Do you anticipate the application being easy enough for communities to handle, or would the applications be better handled by contract grant administrator?**

That depends on the capacity of the city or county.

**What does “working capital” mean?**

Working capital can cover inventory, wages, utilities and everyday expenses except for paying existing debt off. Businesses must provide invoices to the city/county when drawing down funds.

**Matching funds are not required, but will matching funds increase a community’s score when these are rated?**

There is no scoring. Awards are granted on a first-come, first-served basis.

**Does a city need to know exactly which businesses are applying before submitting their application, or can that be determined after funding is awarded?**

You don’t have to know exactly what businesses will apply and benefit from funding, but you should be prepared to provide some basic, high-level information on recipients in your application.

**If there is a city that has a split school district between two towns that wanted to utilize the grant dollars to do a summer food program and BOTH cities are LMI, who would apply and would a local agreement be sufficient ,or would each town have to do their own?** The applicant would be the city and/or county where the physical building is located. The population served would need to be described in the Project Narrative.



### **Can businesses apply for CDBG-CV funds through the Department of Commerce?**

No. Only non-entitlement Kansas cities and counties can apply for CDBG-CV funding through the Department of Commerce.

Businesses must make their applications for funding directly with the city or county where they are located.

### **How will cities and/or counties distribute Economic Development grants to businesses?**

Each city and/or county determines how to allocate the funds awarded to them on a local level. The amount of funds able to be granted to businesses is dependent on the number of jobs retained per business.

For businesses with 1-5 employees, up to \$25,000 per FTE can be awarded, with a maximum funding of \$30,000 per company.

For businesses with 6-50 employees, up to \$35,000 per FTE can be awarded, with a maximum funding of \$50,000 per company.

### **Can an applicant apply for an Economic Development grant and a Meal Program grant?**

Yes, so long as the community is LMI and the business receiving those funds proves national objective by retained LMI jobs.

### **When applying for Meal Program grants, is the amount you apply for tied to a maximum per person (\$2K) in the community?**

There is no per-person maximum for Meal Program grants; only a maximum total award of \$100,000.

### **Can meal programs be funded as Urgent Need?**

According to our HUD field office, no, meal programs cannot be funded as Urgent Need.

### **Which organizations can be tasked with distributing food?**

A non-profit, or it can be directly from the city or county itself.

### **Is PPE still available for nonprofit hospitals?**

No. PPE was initially being considered as an eligible expense; however, it removed due to additional funding being available through other sources. If your community is in need of PPE, work with your local county health commissioner. If you have difficulty accessing PPE, contact [amy.selm@ks.gov](mailto:amy.selm@ks.gov).

## **BUSINESS AND/OR PROJECT ELIGIBILITY**

### **How do I know if my city or county has CDBG-CV funds available for businesses?**

Cities and counties are responsible for notifying businesses if/when they receive CDBG-CV grant funding. If you have questions about whether or not your city and/or county has CDBG-CV grant funds available, you should contact your city clerk or county clerk offices directly.

### **What types of businesses are eligible to receive CDBG-CV funding from their city and/or county?**

Businesses and organizations that suffered losses due to COVID-19, and who have not received funding from other resources, are eligible to receive CDBG-CV funding from their city and/or county. Businesses must have been in existence as of March 1, 2020.



**Are businesses owned by public officials eligible to receive CDBG-CV grants?**

No. Companies with a conflict-of-interest (for example, a business owned by a city councilor) are ineligible for grant funds.

**If the local government provided small stipends in the beginning of the pandemic, are the businesses that received them now ineligible?**

You will not need information from businesses until after funding. If you used revolving funds before, you can still give them additional money, as long as they do not pay off the loans made previous with the new money.

**Do agricultural businesses (farming, ranching, dairy, etc.) impacted by the coronavirus pandemic qualify for the CDBG-CV opportunity?**

So long as the business meets the national objective of jobs being retained, agricultural business are eligible for CDBG-CV funding.

**A farmer's cooperative has several branch locations in multiple cities and multiple counties. Does each location stand on its own, or is funding available only under the whole cooperative in whatever city or county it is located?**

Grants are awarded by location.

**Are home-based businesses eligible for CDBG-CV funding from their city and/or county?**

Yes. Home-based businesses are eligible to receive funding.

**If a business participated in the Paycheck Protection Program (PPP), are they eligible to receive CDBG-CV funds?**

Yes, but the CDBG-CV funds may not be used for employee salaries.

**If a business participated in the Economic Injury Disaster Loan program (EIDL), are they eligible to receive CDBG-CV funds?**

Yes, so long as it is not a duplication of benefits.

**If a business participated in the Hospitality Industry Relief Emergency (HIRE) Fund loan program, are they eligible to receive CDBG-CV funds?**

Yes. Because the HIRE Fund was funded with state dollars, there is no impact on a company's ability to apply for and receive a CDBG-CV grant, as they are funded with federal dollars.

**Is the purchase and installation of hand sanitizer stations or physical dividers/barriers in a business is eligible?**

Yes. These items are considered working capital.

**Are the Economic Development grants eligible for paying off existing debt from other sources including local revolving loan funds?**

No.

**Generally, a church or school isn't eligible for CDBG funds. If either has a food program or pantry, would they qualify?**

Yes. Churches and schools with food programs and pantries are eligible to apply through their city and/or county.



**Is refilling a low or empty food pantry eligible under Meal Programs?**

Yes. Replenishing a food pantry is an eligible CDBG-CV project.

**Can a community create a new food pantry with the CDBG-CV funds?**

Yes. Communities can create new food pantries with the funding.

**Would the purchase of freezers be eligible for a food pantry?**

No.

**For Meal Program grants, must the funding be used directly for food cost, or could it be used to rent for a building for an emergency food pantry during COVID-19 period?**

Both are acceptable expenses/uses. Purchasing equipment, however, is not an acceptable expense.

**A local 501(c)3 runs the Meals on Wheels program, and they were not able to hold their major fundraiser because of the COVID-19 pandemic. Would they be able to apply?**

Yes. They would be an eligible recipient of CDBG-CV funds. The city and/or county would have to apply for those funds.

**REQUIREMENTS & PREREQUISITES**

**Can a city administer their grants, themselves, or is a grant administrator required?**

The city may administer their own grant. However, CDBG funds cannot pay the salary for the individual administering the grant.

**What is the benefit of using a grant administrator?**

Grant administrators have experience with how the CDBG regulations work, so it may be advantageous for a city or county to look into procuring one to assist with administration after funding is awarded, but it is not required.

**Can CDBG-CV grant funds be used to pay for a grant administrator?**

The CDBG-CV program can pay for a grant administrator as part of the funding at a 10% maximum of the total application. You can find guidelines for how to procure a grant administrator within the 2019 General Application Guidelines on the Commerce [website](#). If the city chooses to pay for an administrator themselves, that should be noted on the local budget.

**If a community does not have a planning commission, does the community still have to use the procurement process for the grant to pay for administrative services?**

The procurement process is required in this case.

**If only one bid is received, will we need a single-source waiver?**

Yes. A single-source waiver is required.



### **Can public meetings be conducted virtually?**

Yes. Public meetings may be conducting virtually using a video streaming service. A link to the website where the public meeting will be shown must be placed prominently on the grantee's website.

A public hearing notice, including a web address where the public meeting will be streamed (if conducted virtually) must be published/printed in a local newspaper having general circulation in the community applying for the funds. Posting the public hearing notice online only is not allowed.

You will need to upload a notarized copy of affidavit. This will be required and listed on the attachment list to check. Publications and hearings must be completed and documented before the application can be submitted.

### **Can we conduct formal bid openings virtually?**

Yes. Like public meetings, the video streaming service must provide closed caption functionality and be able to collect and respond to comments and questions from the public. A link to website where the bid opening will be shown must be placed prominently on the grantee's website. Lastly, the newspaper advertisement must still run the required number days prior to the bid opening and web address to the grantee's website or the web address where public meeting will be streamed must be included.

### **What year of LMI survey will be eligible?**

An LMI survey is only required if you are applying for Meal Program grants.

Surveys conducted since the 2012 application rounds are eligible to use. Survey or HUD 2015 Census Data is required to verify LMI % for cities or counties applying for meal programs. Job certifications after funding for businesses verifies the LMI % requirement. There are details on the LMI survey requirements in the [2019 General Application Guidelines](#).

### **What are specific LMI requirements for applying?**

This grant is for existing businesses to retain employees or bring back employees they have had to let go due to COVID-19. The LMI is based on the employee and the size of their family, as well as family income for the previous 12 months from date they are certifying. Income qualification will be based on adjusted gross income.

### **The 2019 application guidelines states, "Each prospective applicant must hold one public hearing a minimum of 15 days prior to application due date for any application submitted for CDBG funding. Does this apply to CDBG-CV?"**

No. Because there is no deadline for CDBG-CV applications, you only need to publish a minimum of five full days before the hearing (starting one day after publication date and not counting the date of the hearing, i.e., a total of seven days)

### **For a county applying for Meal Program grants, on the application where it says survey or census, would they answer this for the LMI cities that would benefit? Should they list each one?**

You would mark survey, add them all up together and use that total number. Then, you will need to upload the survey method and how it was done, listing who was added to make the total numbers. This must match the benefit number indicated on your application.



**Will the environmental review be per “project” or will it have to be per individual business?**

Micro Grants and Economic Development projects are granted to each business receiving funds, but as working capital it's categorically excluded not subject to (CENST). The Meals Program falls under Exempt §58.34(4).

**City of Goddard  
City Council Meeting  
June 1, 2020**

**TO:** Mayor and City Council  
**SUBJECT:** Authorize Offering for Sale Series 2020-02 General Obligation Bonds Financing STAR Bond District Infrastructure Improvements  
**INITIATED BY:** City Council  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

---

**Background:** At the May 16, 2016 meeting the City Council unanimously approved Resolution 16-07. This resolution authorized the project for infrastructure improvements. The Series 2016-2 notes authorized \$770,000 with \$631,650 for street/roadway improvements, \$84,150 for sewer improvements, and \$54,200 for water improvements. Administration of the STAR Bond project has always intended to for the temporary notes to be converted to long term bonds with a 15-20 year duration. The temporary notes were sold to Central States Capital Markets with an average interest rate of 1.21% and known as Issuance Series 2016-2 at the June 20, 2016 Regular City Council Meeting.

On May 21, 2018, the City Council unanimously approved the authorizing the sale/offering of the notes as a private placement of the 2016-2 temporary note series as 2018-2 temporary note series.

On June 4, 2018 the City Council approved a resolution placing the 2018-2 temporary note issuance with the best offer from Emprise Bank with an interest rate of 2.22% and payments occurring on or before January 1 and July 1 of each year. The temporary notes mature on July 1, 2020. Total payments made for this issuance is \$760,000, which includes the capitalized interest costs of the original Series 2018-2 issuance.

The City Council adopted Resolution 20-08 authorizing the offering for sale General Obligation Bonds Series 2020-02 to finance STAR Bond infrastructure improvements. The bonds finance the water main, sanitary sewer main, paving, and associated paving stormwater improvements that are located along Crowne Drive and Grand Slam Way within the STAR Bond district. The improvements serve the Goddard Sports, LLC, western end of the Goddard Galleria, and the immediate out parcels located along Crowne Drive, Grand Slam Way, and the primary STAR Bond site, including the ball fields and natatorium. The issuance totals \$835,000 in principal to refund the 2018-2 General Obligation Temporary Note totaling \$768,436.00, capitalizes three years of interest until the STAR Bond site begins to generate property tax that will pay for this debt issuance at a cost of approximately (subject to final interest rate at placement) \$33,997.26. Issuance costs of \$32,000 with an estimated \$566.74 in slippage costs is also included in the 2018-02 principal amount.

Payment begins October 1, 2020, with interest only payment being made for fiscal years 2020, 2021, and 2022 with the first principal payment occurring on October 1, 2033. The payment schedule is set to occur on or before April 1 and October 1 of each year to

coincide with the City's other General Obligation issuances and the cash flow of special assessment and property tax collections. The best offer will be presented at the June 1, 2020 regular meeting. The issuance can be redeemed after October 1, 2026. The Bonds are rated as AA- by S&P Global Ratings and will be delivered on or around June 30, 2020.

**Analysis:** The bids are due on Monday, June 1<sup>st</sup> at 11:00AM at which time staff and the City's financial advisor and legal team will assess the bid and make a determination on the recommended best bid. Staff will present updated documents in an updated agenda packet once the recommendation for best bid is determined and incorporated into the documents.

The proposed documents include an ordinance that authorizes the sale/issuance of the bonds and enables the Mayor and City Clerk to execute the necessary documents to fulfill the directives of the City Council. The resolution sells the bonds and directs the related actions of staff to implement the vote of the City Council.

**Financial:** The 2018-2 General Obligation Bond payments will be made from the City's Bond & Interest Fund. Failure to approve the issuance will require payment of \$760,000 by July 1, 2020.

**Legal Considerations:** Approved as to form and authored by City Bond Counsel Kevin Cowan and Reviewed by City Attorney Ryan Peck.

**Recommendations/Actions:** It is recommended the City Council: Approve the proposed resolution.

**Attachments:** H.2.a Ordinance & Resolution with Attachments (38pages)

**ORDINANCE NO. [\_\_\_\_]**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2020-2, OF THE CITY OF GODDARD, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

**WHEREAS**, the City of Goddard, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Public Improvements Project	16-07; 20-08	K.S.A. 14-570 and K.S.A. 14-571, as amended by Charter Ord. No. 12 of the Issuer	\$835,000

; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least \$835,000\*, with all of said cost to be paid by the City at large, to be paid for by the issuance of general obligation bonds; and

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

**WHEREAS**, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$835,000\* of its general obligation bonds, together with any bid premium thereon, to pay the costs of the Improvements; and

**WHEREAS**, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GODDARD OF THE CITY OF GODDARD, KANSAS, AS FOLLOWS:**

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance 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, K.S.A. 10-620 *et seq.*, K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 12 of the Issuer, all as amended and supplemented from time to time.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bond Resolution**” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“**Bonds**” means the City's General Obligation Bonds, Series 2020-2, dated June 30, 2020, authorized by this Ordinance.

“**City**” means the City of Goddard, Kansas.

“**Clerk**” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“**Governing Body**” means the Governing Body of the City.

“**Mayor**” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Notes**” means the Series 2018-2 Notes maturing in the year 2020, in the aggregate principal amount of \$760,000.

“**Series 2018-2 Notes**” means the City's General Obligation Renewal Temporary Notes, Series 2018-2, dated June 28, 2018.

“**State**” means the State of Kansas.

“**Substitute Improvements**” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2020-2, of the City in the principal amount of \$835,000\*, for the purpose of providing funds to: (a) pay the costs of the Improvements and interest on the Bonds; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

**Section 3. Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest 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 City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

**Section 5. Levy and Collection of Annual Tax.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

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

**Section 6. Further Authority.** The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make 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.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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**PASSED** by the Governing Body on June 1, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

---

Mayor

ATTEST:

---

Clerk

**RESOLUTION NO. [\_\_\_\_]**

**OF**

**THE CITY OF GODDARD, KANSAS**

**ADOPTED**

**JUNE 1, 2020**

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**GENERAL OBLIGATION BONDS  
SERIES 2020-2**

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**RESOLUTION NO. [\_\_\_\_]**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2020-2, OF THE CITY OF GODDARD, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [\_\_\_\_] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;  
and

**WHEREAS**, the Ordinance authorized the Governing Body of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GODDARD OF THE CITY OF 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 Bond 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, K.S.A. 10-620 *et seq.*, K.S.A. 14-570, K.S.A. 14-571, and Charter Ordinance No. 12 of the Issuer, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“**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.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, Topeka, Kansas and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** or **“Bond”** means the General Obligation Bonds, Series 2020-2, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and 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.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Goddard, Kansas.

**“Clerk”** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Consulting Engineer”** means an independent engineer or engineering firm, or architect or architectural 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 Bond Resolution.

**“Costs of Issuance”** means all costs of issuing the Bonds, 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, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Bonds, Series 2020-2 created pursuant to **Section 501** hereof.

**“Dated Date”** means June 30, 2020.

**“Debt Service Account”** means the Debt Service Account for General Obligation Bonds, Series 2020-2 created within the Bond and Interest Fund pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds 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 Bond 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.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“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 Bonds 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 Bonds 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 Bonds or in this Bond Resolution 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 Bonds 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 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 pursuant to or referred to in *Section 501* hereof.

**“Governing Body”** means the Governing Body of the Issuer.

**“Improvement Fund”** means the Improvement Fund for General Obligation Bonds, Series 2020-2 created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to the Ordinance 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 Bond Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be October 1 and October 1 of each year, commencing October 1, 2020.

**“Issue Date”** means the date when the Issuer delivers the Bonds 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 Bond means the date on which the principal of such Bond 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.

“**Notice Address**” means with respect to the following entities:

(a) To the Issuer at:

City Hall, 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:

Fax:

(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, 4<sup>th</sup> Floor  
New York, New York 10022

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal 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.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. [\_\_\_\_] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, 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 principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[\_\_\_\_\_][, less an underwriting discount of \$[\_\_\_\_\_][, less an original issue discount of \$[\_\_\_\_\_]].

**“Purchaser”** means \_\_\_\_\_, the original purchaser of the Bonds, and any successor and assigns.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

**“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”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

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

**“Refunded Notes”** means the Series 2018-2 Notes maturing in the year 2020, in the aggregate principal amount of \$760,000.

**“Refunded Notes Paying Agent”** means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

**“Refunded Notes Redemption Date”** means July 1, 2020.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series 2018-2 Notes”** means the Issuer's General Obligation Renewal Temporary Notes, Series 2018-2, dated June 28, 2018.

**“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” or “S&P”** means S&P Global Ratings, a division of S&P Global 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 Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond 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.

[ **“ \_\_\_ Term Bonds”** means the Bonds scheduled to mature in the year \_\_\_\_\_.]

[ **“Term Bonds”** means collectively the [\_\_\_\_] Term Bonds[, the [\_\_\_\_] Term Bonds] and the \_\_\_\_ Term Bonds.]

**“Treasurer”** means the duly appointed and/or elected Treasurer of the Issuer 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 BONDS**

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$835,000\*, for the purpose of providing funds to: (a) pay the costs of the Improvements and interest on the Bonds; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

**SERIAL BONDS**

<b>Stated Maturity <u>October 1</u></b>	<b>Principal <u>Amount</u></b>	<b>Annual Rate <u>of Interest</u></b>	<b>Stated Maturity <u>October 1</u></b>	<b>Principal <u>Amount</u></b>	<b>Annual Rate <u>of Interest</u></b>
2023	\$30,000	___%	2033	\$40,000	___%
2024	30,000	___%	2034	45,000	___%
2025	30,000	___%	2035	45,000	___%
2026	35,000	___%	2036	45,000	___%
2027	35,000	___%	2037	50,000	___%
2028	35,000	___%	2038	50,000	___%
2029	35,000	___%	2039	50,000	___%
2030	40,000	___%	2040	50,000	___%
2031	40,000	___%	2041	55,000	___%
2032	40,000	___%	2042	55,000	___%

**[TERM BONDS**

<b>Stated Maturity <u>October 1</u></b>	<b>Principal <u>Amount</u></b>	<b>Annual Rate <u>of Interest</u></b>
_____	\$ _____	_____ %]

The Bonds 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 Bonds, 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 Bond Registrar.** The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the

Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

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

Every Paying Agent or Bond 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 Bonds.** The principal of, or Redemption Price, and interest on the Bonds 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 each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond 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 Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond 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 Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond 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 Bond and the date of the proposed payment (which date shall be at least 30 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 therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond 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 Bonds 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 Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

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

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds 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 Bond 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 Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. 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 Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond 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 Bond 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 Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond 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 Bond 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 Bond 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 Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds 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 Bonds in the manner herein specified, and to cause the Bonds 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 Bonds 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. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

The Bonds 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 Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent 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 Bond 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 Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds 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 Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds

to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond 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 Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond 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 Bond, and such Bond 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 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated May 21, 2020 is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

**ARTICLE III**

**REDEMPTION OF BONDS**

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, Bonds maturing on October 1 in the years 2027, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2026, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity 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 to the Redemption Date.

[ **Mandatory Redemption.** (a) [ ] *Term Bonds.*] The [ ] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [ ] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

\*

\_\_\_\_\_  
\*Final Maturity

(b) [ ] *Term Bonds.* The [ ] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [ ] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

[ ]\*

\_\_\_\_\_  
\*Final Maturity]

(c) *2042 Term Bonds.*] The 2042 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2042 Term Bonds:

**Principal  
Amount**  
\$

**Year**

2042\*

\*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

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

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond 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 Bond 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 Bond to the Bond 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 Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond 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 Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond 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 Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. 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 Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond 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 Bonds 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 Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds 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 Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds 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 Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds 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 Bond 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 Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds 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 Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds 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 Bond.]\*\*

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest 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 Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and

interest on the Bonds as the same become due by, to the extent necessary, 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 in each of the several years, respectively, 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 transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, 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 Bonds 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 BOND PROCEEDS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2020-2.
- (b) Debt Service Account for General Obligation Bonds, Series 2020-2 (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2020-2.

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

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest and excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$[\_\_\_\_\_] shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds (\$\_\_\_\_\_) including \$[\_\_\_\_\_], representing a portion of the interest on the Bonds shall be deposited in the Improvement Fund.

**Section 503. Application of Refunded Note Proceeds and Moneys in the Improvement Fund; Redemption of Refunded Notes.** Unspent proceeds of the Refunded Notes will be applied to the Redemption of the Refunded Notes on the Refunded Notes Redemption Date. Moneys in the Improvement

Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements; and (b) after application of proceeds of the Refunded Notes, retiring the Refunded Notes.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Bond 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 Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. After redemption of the Refunded Notes, and upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. 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 Bonds 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 in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body 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 Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds 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 Bonds under State or federal law.

**Section 505. 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 Bonds as and when the same become due and the usual and customary fees and expenses of the Bond 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 Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent 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 Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds 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 Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 506. 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 depositories 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 Bond 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.

**Section 507. 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 30 days prior to the first Interest Payment Date, 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 Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds 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 Bond 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 Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior

redemption as provided in this Bond 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 Bonds.

**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 Bond 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 Bonds by this Bond 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 Bonds 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 Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond 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 Bonds 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 Bonds 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 Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, 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 Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. 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 Bonds, 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 Bonds, 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 Bond 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 Bonds; 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 Bonds 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 Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Section 901. 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 Bonds, 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 shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 902. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds 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 Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or

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

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond 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 Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond 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 Bonds or of this Bond 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 amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond 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 Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond 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 ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

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

**Section 903. 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 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond 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 Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond 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 Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds 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 Bonds and that the pledgee is not the Issuer.

**Section 904. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond 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 905. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 906. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, 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 Bond 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.

**Section 907. Severability.** If any section or other part of this Bond 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 Bond Resolution.

**Section 908. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 909. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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**ADOPTED** by the Governing Body on June 1, 2020.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on June 1, 2020, as the same appears of record in my office.

DATED: June 1, 2020.

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Clerk

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**EXHIBIT A  
(FORM OF BONDS)**

REGISTERED  
NUMBER     

REGISTERED  
\$

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF GODDARD  
GENERAL OBLIGATION BOND  
SERIES 2020-2**

Interest  
Rate:

Maturity  
Date:

Dated  
Date: June 30, 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 the 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 October 1 and October 1 of each year, commencing October 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 Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond 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



Registration Date: \_\_\_\_\_

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

By \_\_\_\_\_

Registration Number: \_\_\_\_\_

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**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2020-2,” aggregating the principal amount of \$835,000\* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds 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. 14-570, K.S.A. 14-571, and Charter Ordinance No. 12 of the Issuer, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest 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 Bonds as the same become due.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments

or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds 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 Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond 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 Bonds are issued in fully registered form in Authorized Denominations.

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### 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 Bonds:

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

(PRINTED LEGAL OPINION)

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### BOND ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$ \_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond 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 CITY OF GODDARD**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Goddard, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of June 30, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (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 Bond has been filed in the office of the State Treasurer, and that this Bond 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

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**City of Goddard  
City Council Meeting  
June 1, 2020**

**TO:** Mayor and City Council  
**SUBJECT:** Rustic Creek Addition Assistance and Development Agreement  
**INITIATED BY:** Mayor  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** At the March 2, 2020 regular City Council meeting, staff to presented a request of the Mayor to present financial assistance with road and stormwater improvements for Rustic Creek Addition. The developer after having already presented the item to the Mayor and receiving an offer for municipal financial assistance then met with the City Administrator and City Planner on September 5, 2019 at City Hall for the preliminary discussion regarding the possibility of developing the land requesting the assistance. At that time City staff discussed the history of the land and stormwater issues to the west. It was also noted that the property had a blanket drainage easement on the property, which should be on the title work for the property. Staff also stated that any activity or cost share on the part of the City requires City Council approval and would also incorporate adoption of a development agreement.

The developer requested the City participate in the following cost estimate for Rustic Creek for a total cost of \$193,916.23 as described below:

- 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

The City Council directed staff to draft a development agreement with City participation identified by improvements with a not to exceed dollar amount requested by the developer.

**Analysis:** The development agreement was authored by City legal attorney Robert Coykendall, utilizing a framework and form previously approved for the Elk Ridge, St Andrews Place, and Arbor Creek Additions. Highlights of the agreement include:

- Special Assessment Financing with letters of credit equal to 35% of costs to be funded by special assessments. 50% of the letters of credit are authorized for release when 50% of the phase is occupied and 100% is released when 80% of the residential lots are occupied by residents. A 2% administrative charge will be included in the assessment.
- The developer will dedicate a lot for development and use as public park.
- The City will provide the following funding assistance totaling \$193,916.23
  - 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
- Sanitary Sewer Lines are estimated to require an 8” diameter main. The City covering the cost of additional diameter requirements in excess of 10”.
- Water Mains are estimated to be 8” in diameter to serve the development.
- Stormwater will be designed according to the Wichita Metro area standards and approved by the City Engineer. As listed above, and because of a blanket drainage easement for Hopper and Autumn Blaze Additions, the City will provide financial assistance in an amount not to exceed \$138,868.33.
- Streets & Roadways will receive no more than \$18,298.00 for the construction of a roundabout and paving.

The developer has submitted petitions for three phases of development to construct sanitary sewer, water distribution, paving, and stormwater improvements for 20 years and a per lot annual payment estimated at 3.5% interest of \$176.20. The petitions include the cost of the City of Goddard contributing \$193,916.23 for the improvements listed above. Should this agreement be approved, staff will present developer petitions at the June 15<sup>th</sup> regular city council meeting. Approval of the petitions negates the need for a development agreement and obligates the City to the terms of the petition. Petition estimates follow: Sanitary Sewer \$368,000; Water Ph.1 \$213,000; Paving Ph.1 \$637,200, City contribution is \$23,800; Drainage Ph.1 \$694,900, City contribution is \$170,100; Drainage Ph.2 \$368,000.

Should the City Council direct changes to the proposed agreement, staff will plan to present the development agreement incorporating the changes as well as petitions reflecting the terms and conditions set forth in the development agreement and approved meeting minutes at the June 15<sup>th</sup> or July 6<sup>th</sup> regular meeting.

**Financial:** Costs related to the City are presented above. As detailed in City Administrator Report following the March 2, 2020 meeting directive, financing would be through the issuance of a 20-year debt service. Assuming 3.00% interest on 20-year bonds requires an estimated annual cash flow, including estimated fees, of \$14,000/year. The developer will market homes ranging in value from \$200,000 to \$250,000 with 35 lots being included in Phase I. Using the \$200,000 amount provided by Mr. Relph, the development agreement draft document contains a minimum house value of \$200,000. Using a \$14,000 annual debt service with a base value of \$200,000 requires 20 homes to cash flow the debt service on the current mill levy of 30.323 (this figure excludes the 3.0 mills for Library operations).

**Legal Considerations:** Approved as to form

**Recommendations/Actions:** It is recommended the City Council: Consider the proposed agreement. (Voice)

**Attachments:** H.3.a Development Agreement (8 pages)

AGREEMENT  
CONCERNING THE DEVELOPMENT OF  
RUSTIC CREEK ADDITION  
TO THE CITY OF GODDARD, KANSAS

This agreement is made and entered into by and between GODDARD INVESTMENTS, LLC, hereinafter referred to as the "DEVELOPER" and the CITY OF GODDARD, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires to develop single family residential housing on land legally referred to as the Rustic Creek Addition to the City of Goddard, Kansas, which development is expected to proceed in Three Phases; and

WHEREAS, the Developer is owner of the land in Rustic Creek Addition; and

WHEREAS, the parties are interested in entering into a development agreement to set forth the understanding of the parties as to the construction of improvements in in connection with the Rustic Creek Addition,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Developer and the City agree as follows:

PURPOSE. This agreement defines financial, infrastructure and drainage conditions arising from the proposed development of single family residential housing which must be dealt with as a condition precedent to development of the Rustic Creek Addition to the City of Goddard, Kansas as single family residential housing.

SUPERSEDE. The individual provisions of this agreement supersede all inconsistent provisions in any prior development agreements concerning the Rustic Creek Addition to the City of Goddard, Kansas.

DELINEATION. Attached to this document is an exact scale drawing from the plat of the Rustic Creek Addition to the City of Goddard, Kansas delineating Phase I, Phase II, and Phase III of the single family residential housing development to be constructed upon the platted tract of land legally described and herein referred to as the Rustic Creek Addition to the City of Goddard, Kansas. Said drawing includes all rights of way, roadways, sidewalks, easements, reserves and lots upon said platted tract of land.

INFRASTRUCTURE SPECIAL ASSESSMENTS. Developer shall petition the City to finance through the use of special assessments and special assessment bonding, all of the actual costs incurred by the city for Infrastructure Installation as set forth in this document. Developer may petition separately as to each phase, and the developer's obligation herein shall also apply to the specific phase. Developer agrees to provide the City with irrevocable letters of credit or surety bonds equal to thirty-five percent (35%) of the amount to be funded by the bonds as to that project

Phase. Said irrevocable letters of credit or surety bonds are to insure bond payments and will remain in effect until occupancy permits are issued for, and residents occupy more than fifty percent (50%) of the single family residential lots in the applicable Phase, at which time 50% of the outstanding irrevocable letters of credit or surety bonds shall be released. When occupancy permits have been issued for, and residents occupy at least eighty percent (80%) of the residential lots in the applicable **Phase, all applicable outstanding irrevocable letters of credit or surety bonds shall be released.** It is further understood that each bond may include a City administrative fee of up to two percent (2%).

PROJECT COMMENCEMENT. Developer agrees to diligently proceed to commence the construction of the Phase I development in accordance with the approved plans, and shall commence the construction required to timely compete Phase II and Phase III of the development.

DEDICATION. Upon the sale of the special assessment bonds, the Developer shall dedicate the necessary public right of ways and easements for the development of the applicable Phase. Said improvements are the improvements set forth in Exhibit A. Upon start of the construction, the Developer shall dedicate the land designated as park land to the City.

Whenever existing sanitary or storm water sewers, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, or relocated due to the subdivision or construction of the improvements pursuant to this agreement, one hundred percent (100%) of the relocation cost shall be the responsibility of the subdivision, and no cost associated therewith, except as set out in this agreement, shall be a general obligation of the City.

INFRASTRUCTURE INSTALLATION. After the submission of the necessary petition or petitions for the establishment of a special assessment district, and after the City has adopted a resolution authorizing the creation of such a district, the City shall contract for the engineering, design, advertising and preparing all bid documents, and the construction administration for the construction of all improvements necessary for the development of said single family residential housing development of the applicable Phase. The cost of engineering shall be the responsibility of the subdivision, and those costs shall be paid out of the special assessment bonding. All plans, advertisements, bid packages, shall be subject to review and approval by the City, and the City shall inspect the construction for conformity to the plans, and customary standards and specifications. Said improvements shall be installed on City owned property or within public right of ways or easements. Installation of all improvements shall be in compliance with requirements of all applicable federal state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The contract for construction of the improvement which the city will enter into with the successful bidder will contain language protecting and indemnifying the City and the Developer from any third party claims as a result of the construction activity. At the request of the Developer and Mayor, the City agrees to fund a total not to exceed \$44,749.90, for miscellaneous project costs.

**SANITARY SEWER.** The Infrastructure Improvements include the engineering, design, advertising and bidding construction of a sanitary sewer main, approximately eight (8) inches in diameter, to transport sewage and discharge into the existing sanitary sewer system of the City. In the event that the City determines that the installation of facilities greater than ten (10) inches in diameter is needed to accommodate expansion beyond this addition, the City shall install such increased capacity facilities, but the City shall bear all differential in costs caused by that decision, and those increased costs shall not be charged as part of the Infrastructure Improvements. Upon completion, said sanitary sewer shall be owned and maintained by the City. All lots within the project shall be subject to all sewer connections fees required by City ordinance.

**WATER.** The Infrastructure Improvements include the engineering, design, advertising and bidding construction of a water main, approximately eight (8) inches in diameter, to connect to the municipal water supply system of the City of Goddard, Kansas. Upon completion, said water main and extensions shall be owned and maintained by the City. The cost of such plan will be paid for by the funds derived from the special assessment bonds. All lots within the Addition shall be subject to all Water User Fees and Hook Up Fees as required by City Ordinances.

**DRAINAGE.** The ultimate effect of increased drainage from development of said property on surrounding property must be addressed as part of the development process. The City and the Developer shall prepare a storm drainage plan which shall address the effect of increased drainage, meet City specifications and be approved by the City Engineer. The cost of such plan will be paid for by the funds derived from the special assessment bonds. Occupancy permits shall be specifically conditioned upon house construction and backfill, and lot grading and compaction compliance with said storm drainage plan, as approved by the City Engineer. In order to facilitate the drainage improvements, at the request of the Developer and Mayor, the City agrees to fund a total not to exceed \$138,868.33, for construction of detention ponds and modifications to existing storm water sewers. All costs not covered by the City's investment shall be assessed against the lots in the Addition.

**PARK.** The Developer agrees to dedicate, and the City agrees to accept, that land designated as Park land on the attached drawing. The City will construct, at its sole expense, such recreational facilities as it may choose, and will maintain that land as park land for the benefit of the public. The City agrees that it shall complete construction of the park in a timely manner, but in any event, by the time that Phase I has been 50% occupied.

**ROADWAYS.** The Infrastructure Improvements include the installation, according to the design standards of Sedgwick County, paved streets with appropriate drainage in accordance with the above reference storm drainage plan upon all delineated street rights of way platted within the above delineated Addition. The Developer has requested, and the City has agreed to the installation of a round-about. The cost of such roadways will be paid for by the funds derived from the special assessment bonds. Upon roadway completion, said paved roadways shall be owned and maintained by the City. At the request of the Developer and Mayor, the City agrees to fund a total not to exceed \$18,298.00, for construction of roundabout pavement. All costs not covered by the City's investment shall be assessed against the lots in the Addition.

**STREET LIGHTS.** Upon petition by the Developer, the City shall request installation of necessary street lights by Sedgwick County Electric Coop.

**LOT MAINTENANCE.** All undeveloped lots within Phase I shall be maintained by the Owner of said lot in compliance with the vegetation standards applicable to single family residences within the City of Goddard, Kansas.

**PERMITS.** No construction shall commence on any lot without said lot first having access to the above described street, water and sewer improvements and without the Developer, or its designated builder, having first obtained the proper building and zoning permits from the City. A specific purpose of this agreement is to assure that necessary improvements are in place to support the development of said single family residential housing. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property.

**INDEMNITY.** The Developer does hereby agree to indemnify the City and hold the City harmless for any liability for damages or injuries to persons on the premises that may occur during construction of the improvements in the Addition. All contractors shall provide the City with proof of coverage for builders risk, public liability and property damage insurance satisfactory to the City prior to starting construction.

**LEGAL COMPLIANCE.** All applicable state, federal, and local laws, regulations, and ordinances concerning erosion control, littering and nuisance shall be complied with when developing single family residential housing.

**RECORDING.** The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

**BINDING.** The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the Developer, their successors, representatives, trustees, and assigns.

This Agreement is hereby executed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

GODDARD INVESTMENTS, LLC

By: \_\_\_\_\_  
\_\_\_\_\_ Managing Member

This Agreement was approved by vote the City Council of the City of Goddard, Kansas on the \_\_\_\_ day of \_\_\_\_\_, 2020 and is hereby executed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR, Jamie Blubaugh

SEAL ATTEST:

\_\_\_\_\_  
CITY CLERK, TERI LAYMON

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this \_\_\_ day of \_\_\_\_\_, 2013 before me, a Notary Public, came \_\_\_\_\_, the Managing Member of \_\_\_\_\_ LLC who is known to me and who personally acknowledged execution of the forgoing Agreement Concerning the Development of Phase I of the Rustic Creek Addition to the City of Goddard, Kansas.

NOTARY PUBLIC

My Appointment Expires: \_\_\_\_\_

BE IT KNOWN BY ALL PERSONS that on this \_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, came Jamie Blubaugh, who is known to me be the Mayor of Goddard, Kansas and who personally acknowledged execution of the forgoing Agreement Concerning the Development of Phase I of the Rustic Creek Addition to the City of Goddard, Kansas, and Teri Laymon, who is known to me to be the City Clerk of Goddard, Kansas and who personally acknowledged attesting the signature of said Jamie Blubaugh.

\_\_\_\_\_  
My Appointment Expires:

NOTARY PUBLIC

Final Plat  
**RUSTIC CREEK ADDITION**  
Goddard, Sedgwick County, Kansas

State of Kansas)  
SS  
Sedgwick County)

We, Garver, LLC, Land Surveyors in aforesaid county and state, do hereby certify that, under the supervision of the undersigned, we have surveyed and platted "RUSTIC CREEK ADDITION", Goddard, Sedgwick County, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed, described as follows:

Part of the Southeast Quarter of Section 30, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point on the west line of said Southeast Quarter, 1201.6 feet north of the North right-of-way line of U.S. Highway 54; thence North on said West line, 1279.68 feet to the Northwest corner of said Southeast Quarter; thence East on the North line of said Southeast Quarter, 1789.54 feet to a point 845.82 feet west of the Northeast corner of said Southeast Quarter; thence South parallel to the East line of said Southeast Quarter, 147.8 feet, more or less, to a point 2349.6 feet north of said North right-of-way line of said Highway; thence East parallel with said Highway right-of-way, 422.91 feet to a point 422.91 feet West of the East line of said Southeast Quarter; thence South parallel to said East line of said Southeast Quarter, 927 feet; thence East parallel to said Highway right-of-way, 422.91 feet to said East line of said Southeast Quarter; thence South on said East line, 60 feet; thence West parallel to said Highway right-of-way, 422.91 feet; thence south parallel to said East line of said Southeast Quarter; 772.5 feet to a point 590.1 feet north of said Highway right-of-way; thence West parallel to said Highway right-of-way, 612.59 feet; thence South parallel to said East line of said Southeast Quarter, 590.1 feet to said Highway right-of-way; thence West on said Highway right-of-way, 60 feet; thence north parallel to said East line of said Southeast Quarter, 435.6 feet; thence west parallel to said Highway right-of-way 359.17 feet; thence North parallel to said East line of said Southeast Quarter, 766 feet to a point 1201.6 feet north of said Highway right-of-way; thence West parallel to said Highway right-of-way, 543.75 feet; thence South parallel to said East line of said Southeast Quarter, 1201.6 feet to said Highway right-of-way; thence West on said Highway right-of-way, 60 feet; thence North parallel to said East line of said Southeast Quarter, 1201.6 feet; thence West parallel to said Highway right-of-way, 575.47 feet to the point of beginning, EXCEPT that part dedicated as Hopper Drive by the plat of Cedar Pointe West, Goddard, Sedgwick County, Kansas;

AND EXCEPT that part described as beginning at a point on the East line of the SE1/4 of Sec. 30, T27-S, R2W of the 6th P.M., Sedgwick County, Kansas, 1362.6 feet North of the North Right-of-Way line of US 54 Highway; thence North along said East line, 60 feet; thence West parallel with said Highway right-of-way, 50 feet; thence South parallel with said East line, 60 feet; thence East to beginning, dedicated for street or road purposes in Doc#Flm-Pg: 29029554;

AND EXCEPT that part described as: Part of the SE1/4 of Sec. 30, Twp. 27-S, R-2-W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the west line of said SE1/4, 1201.6 feet north of the north right-of-way line of U.S. Highway 54; thence East parallel with said highway right-of-way, 575.47 feet; thence South parallel to said east line of said SE1/4, 1201.6 feet to said highway right-of-way, thence East on said highway right-of-way, 60 feet; thence North parallel to said east line of said SE1/4, 1201.6 feet; thence East parallel to said highway right-of-way, 543.75 feet; thence North parallel to said east line of said SE1/4, 320 feet; thence East parallel to said north right-of-way line, 210 feet; thence North parallel to said east line of said SE1/4, 979.37 feet to a point on the north line of said SE1/4; thence West on the north line of said SE1/4, 1390.71 feet to the NW corner of said SE1/4; thence South on the west line of said SE1/4, 1279.68 feet to the point of beginning, EXCEPT that part dedicated as Hopper Drive by the plat of Cedar Pointe West, Goddard, Sedgwick County, Kansas;

AND EXCEPT that part described as: A tract of land in the SE1/4 of Sec. 30, Twp. 27-S, R-2-W of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at a point on the north right-of-way line of U.S. Highway 54 (Condemnation Case B-17272) and 1095.50 feet west of the east line of said SE1/4; thence North parallel with the east line of said SE1/4, 435.60 feet; thence East parallel with the north line of said highway right-of-way, 60.00 feet; thence South parallel with the east line of said SE1/4, 435.60 feet to a point on the north line of said highway right-of-way; thence West along the north line of said highway right-of-way, 60.00 feet to the point of beginning.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC  
Land Surveyor  
William K. Clevenger, PS #1437

Know all men by these presents that we, the undersigned, have caused the land described in the surveyor's certificate to be platted into Lots, Blocks, Reserves and Streets, to be known as "RUSTIC CREEK ADDITION", Goddard, Sedgwick County, Kansas. The utility easements are hereby granted as indicated for the construction and maintenance of all public utilities. The drainage easements are hereby granted to the public as indicated for drainage purposes. The streets are hereby dedicated to and for the use of the public. All drainage easements, rights of way and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater. Reserves "A" and "E" are hereby reserved for irrigation, walls, signage, landscaping, monuments and entry features. Reserves "B" and "C" are hereby reserved for irrigation, walls, signage, walks, lighting, landscaping, berms, lakes, drainage, drainage structures, and utilities confined to easements. Reserve "D" is hereby reserved for an existing detached garage. Reserve "F" is hereby reserved for private neighborhood park improvements. Reserves "A", "B", "C", "E" and "F" are to be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns. Reserve "D" is hereby granted to and shall be maintained by the owners of property described in a Warranty Deed recorded as Film 733, Page 817 in the Register of Deeds in Sedgwick County, Kansas.

Goddard Investments, LLC  
Managing Member  
Russell P. Relph

State of Kansas)  
SS  
Sedgwick County)

The foregoing instrument acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by Russell P. Relph, Managing Member, on behalf of Goddard Investments, LLC.

Notary Public  
Marsha R. Bishop

My appointment expires \_\_\_\_\_ .

We the undersigned, holders of a mortgage on a portion of the above described property, do hereby consent to this plat of "RUSTIC CREEK ADDITION", Goddard, Sedgwick County, Kansas.

Andover State Bank, its successors and/or assigns  
Vice President  
Colby E'Darrel May

State of Kansas)  
SS  
Sedgwick County)

The foregoing instrument acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by Colby E'Darrel May, Vice President of Andover State Bank, its successors and/or assigns, on behalf of the Bank.

\_\_\_\_\_, Notary Public

My appointment expires \_\_\_\_\_ .

This plat of "RUSTIC CREEK ADDITION", Goddard, Sedgwick County, Kansas, has been submitted to and approved by the Goddard Planning Commission.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Chair  
Doug VanAmburg  
Secretary  
Micah Scoggan

This plat approved and all dedications shown hereon accepted by the City Council

of the City of Goddard, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

At the Direction of the City Council  
Mayor  
Jamey Blubaugh

Attest:  
City Clerk  
Teri Laymon

Reviewed in accordance with K.S.A. 58-2005 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Deputy County Surveyor  
Sedgwick County Kansas  
Tricia L. Robello, PS #1246

This plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: \_\_\_\_\_, 20\_\_ .

City Attorney  
Ryan Peck

Entered on transfer record this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

County Clerk  
Kelly B. Arnold

State of Kansas)  
SS  
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , at \_\_\_\_ o'clock \_\_ M, and is duly recorded.

Register of Deeds  
Tonya Buckingham

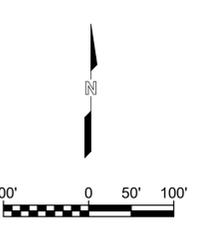
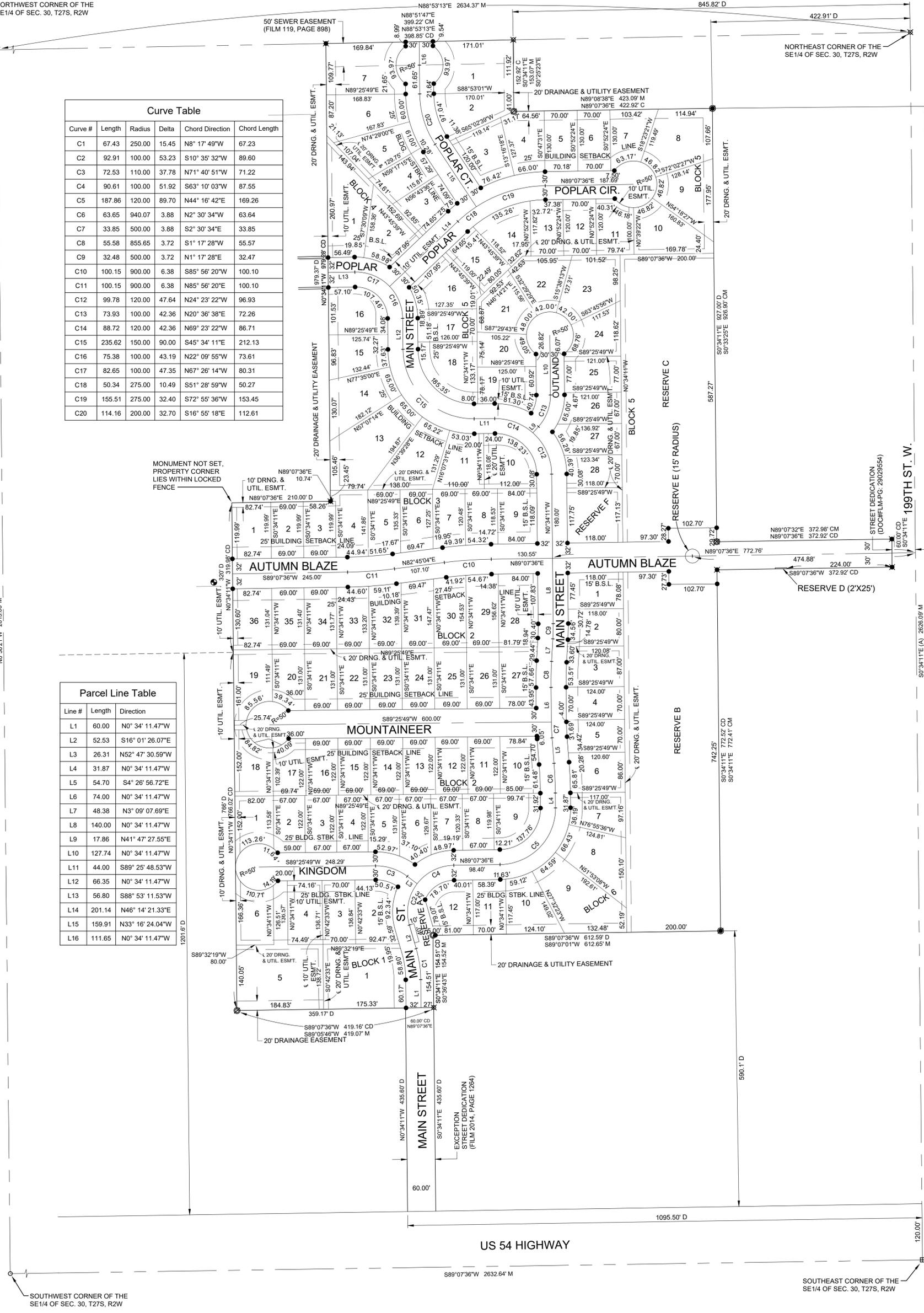
Deputy  
Kenly Zehring

# Final Plat RUSTIC CREEK ADDITION

Goddard, Sedgwick County, Kansas

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	67.43	250.00	15.45	N8° 17' 49"W	67.23
C2	92.91	100.00	53.23	S10° 35' 32"W	89.60
C3	72.53	110.00	37.78	N71° 40' 51"W	71.22
C4	90.61	100.00	51.92	S63° 10' 03"W	87.55
C5	187.86	120.00	89.70	N44° 16' 42"E	169.26
C6	63.65	940.07	3.88	N2° 30' 34"W	63.64
C7	33.85	500.00	3.88	S2° 30' 34"E	33.85
C8	55.58	855.65	3.72	S1° 17' 28"W	55.57
C9	32.48	500.00	3.72	N1° 17' 28"E	32.47
C10	100.15	900.00	6.38	S85° 56' 20"W	100.10
C11	100.15	900.00	6.38	N85° 56' 20"E	100.10
C12	99.78	120.00	47.64	N24° 23' 22"W	96.93
C13	73.93	100.00	42.36	N20° 36' 38"E	72.26
C14	88.72	120.00	42.36	N69° 23' 22"W	86.71
C15	235.62	150.00	90.00	S45° 34' 11"E	212.13
C16	75.38	100.00	43.19	N22° 09' 55"W	73.61
C17	82.65	100.00	47.35	N67° 26' 14"W	80.31
C18	50.34	275.00	10.49	S51° 28' 59"W	50.27
C19	155.51	275.00	32.40	S72° 55' 36"W	153.45
C20	114.16	200.00	32.70	S16° 55' 18"E	112.61

Line #	Length	Direction
L1	60.00	N0° 34' 11.47"W
L2	52.53	S16° 01' 26.07"E
L3	26.31	N52° 47' 30.59"W
L4	31.87	N0° 34' 11.47"W
L5	54.70	S4° 26' 56.72"E
L6	74.00	N0° 34' 11.47"W
L7	48.38	N3° 09' 07.69"E
L8	140.00	N0° 34' 11.47"W
L9	17.86	N41° 47' 27.55"E
L10	127.74	N0° 34' 11.47"W
L11	44.00	S89° 25' 48.53"W
L12	66.35	N0° 34' 11.47"W
L13	56.80	S88° 53' 11.53"W
L14	201.14	N46° 14' 21.33"E
L15	159.91	N33° 16' 24.04"W
L16	111.65	N0° 34' 11.47"W



- (A) = Assumed Kansas Zone South Grid Bearing  
M = Measured  
C = Calculated  
D = Described  
CD = Calculated from Described
- SURVEY MARKER LEGEND**
- ⊕ RAILROAD SPIKE (FOUND - ORIGIN UNKNOWN)
  - ROUND HEADED BOLT (FOUND - ORIGIN UNKNOWN)
  - ⊗ 5/8" REBAR W/RUGGLES & BOHM CAP IN CONCRETE (FOUND)
  - ⊗ 5/8" REBAR (FOUND - ORIGIN UNKNOWN)
  - ⊗ 1/2" REBAR (FOUND - ORIGIN UNKNOWN)
  - ⊗ 1/2" REBAR W/UNREADABLE CAP (FOUND - ORIGIN UNKNOWN)
  - ⊗ 1/2" REBAR W/REBAR W/TILLS CAP (FOUND)
  - ⊗ 1/2" REBAR W/REBAR W/BAUGHMAN CAP (FOUND)
  - ⊗ 5/8" REBAR W/GARVER CAP (SET)
  - MONUMENT TO BE SET WITH STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

**DRAINAGE EASEMENT**  
A BLANKET DRAINAGE EASEMENT FOR SURFACE STORMWATER DRAINAGE OVER ALONG AND UNDER SUBJECT PROPERTY, FILM 1326, PAGE 0226.

BLOCK	LOT NO.	ELEVATION (NAVD88)
5	10, 11, 23, 24, 25, 26, 27, 28, 29	1459.0
6	1, 2, 3, 4, 5, 6, 7, 8, 9	1459.0

- BENCHMARK:**  
RAILROAD SPIKE IN WEST FACE OF POWER POLE ON THE SOUTHWEST CORNER OF 199TH ST. W. (GODDARD ROAD) AND U.S. 54 HIGHWAY  
ELEVATION = 1460.45 (NGVD29)
- BENCHMARK:**  
CHISELED SQUARE IN THE CENTER OF THE APPROACH TO THE NORTH OVERHEAD DOOR OF THE TOWNSHIP MAINTENANCE BUILDING, 247 FEET SOUTH OF THE W1/4 CORNER OF SEC. 29, T27S, R2W  
ELEVATION = 1453.98 (NGVD29)

**City of Goddard  
City Council Meeting  
June 1, 2020**

**TO:** Mayor and City Council  
**SUBJECT:** Amended 183<sup>rd</sup> Frontage Road Project Application & New 183<sup>rd</sup> Street Intersection Project  
**INITIATED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** On November 19, 2018, the City submitted a project request to KDOT for the construction of a left turn lane at the 183<sup>rd</sup> & US-54/400/Kellogg intersection and the North Kellogg frontage road realignment. KDOT agreed to finance 100% of the construction of the project up to \$656,000. The City was notified of this award on January 3, 2019. On February 4, 2019, the Governing Body unanimously approved a right-of-way purchase agreement for the for the 2019 Capital Improvement Program (CIP) project to install a turn lane and realign the existing frontage road on the Kellogg north frontage road & 183<sup>rd</sup> Street. The agreed upon purchase price was \$50,000.

Because the project is utilizing Federal Highway Funds two property appraisals are required with the median value of the two appraisals. The median valuation is \$56,335 and is based upon appraisals performed by Martens Appraisal (\$59,670) and the Roger Turner Group (\$53,000). The total difference is \$6,335. This amount exceeds staff authorization authority and necessitates Governing Body action.

The Governing Body approved Amendment #1 on May 6, 2019 that defined the purchase price to \$56,335.00. A second non-material amendment was approved on June 3, 2019 that included the disclosure that the Seller's representative is an immediate family member of the seller and acting as their representative with the City.

During plan review, KDOT requested the City modify its design to accommodate the US-54/400/Kellogg corridor traffic study completed by Transystems. This study included the need for the construction of left and right turn lanes and integrated traffic signalization in both directions of travel on 183<sup>rd</sup> Street. This request is significantly beyond the scope and budget estimate of the City's initial project request. Staff investigated the possibility of a new traffic study, however this is not necessary as its traffic volume would not justify the construction of only a single southbound left turn lane.

Further complicating the situation is the need to coordinate the intersection project timing with that of the RCUT project currently in the field check phase of development with plans under review by KDOT.

**Analysis:** In order to facilitate and promote continued growth and development within the area of the intersection staff is requesting authorization to amend the frontage road project to remove the left turn lane but continue with the realignment of the frontage road with the intent to construct this project in 2020. Staff is also requesting authorization to submit a project request to widen 183<sup>rd</sup> Street to provide southbound left turn lane, through lane, right turn lane, and northbound right turn lane and signalization to coordinate traffic

movement through the area. Estimated cost for the additional project is \$1,786,340 with \$267,950 of this cost being the responsibility of the City of Goddard.

**Financial:** Costs for each of these projects is contained within the 2020-2025 Capital Improvement Program as a single line item and would be broken down into two separate project line items. Total CIP allocation is \$377,850.00

**Legal Considerations:** Approved as to form

**Recommendations/Actions:** It is recommended the City Council: Authorize staff to an amended 183<sup>rd</sup> Street Frontage Road application and to submit a new 183<sup>rd</sup> Street intersection project request to KDOT. **(VOICE)**

**Attachments:** H.4.a CIP Project Sheet (1 page); H.4.b Initial Project Approval Letter (1 page)



Department of Transportation  
Bureau of Transportation and Planning  
Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Michael J. Moriarty, Chief

STATE OF KANSAS



GOVERNOR JEFF COLYER, M.D.  
RICHARD CARLSON, SECRETARY

Phone: 785-296-3841  
Fax: 785-296-8168  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>

January 3<sup>rd</sup>, 2019

Brian Silcott  
City Administrator  
118 North Main Street, PO Box 667  
Goddard, KS 67052

Dear Mr. Silcott:

I am pleased to inform you that the following project has been selected for funding under the Access Management Construction Project Program:

Addition of a left turn lane to 183<sup>rd</sup> street at the 183<sup>rd</sup> and US-54 intersection and the North Kellogg frontage road realignment. KDOT has agreed to fund the construction of this project at 100% up to a maximum of \$656,000. These funds will be available starting in state fiscal year 2019.

Project authorization forms with specific scope and funding details will be generated by KDOT and, once these are approved, a City/State Agreement will follow. Thank you for your interest in the Access Management Program. Please contact me at (785) 368-7099 if you have any questions or need assistance. I look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "David Seitz".

David Seitz, P.E.  
Access Management Engineer  
[David.Seitz@ks.gov](mailto:David.Seitz@ks.gov)

c: Brent Terstriep, P.E., District Five Engineer  
Donald Snyder, P.E., Area Five Engineer  
Tom Hein, District Five Public Affairs Manager



**GODDARD**

**H.5 Water and Sewer  
Utility Rate Budget  
Presentation  
Attachment: (32 pages)**

# City of Goddard, Kansas

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## 2021 Water and Sewer Utility Budget

*Your Home, Our Community!*





## Water Department

*The Mission of the Water Department is to provide safe, reliable, customer-convenient water service of the highest quality to our customers and neighbors in the Goddard Community.*

### Department Location

#### City Hall

118 N. Main St.

Goddard, KS 67052

316-794-2441

Brian Silcott

City Administrator

[bsilcott@goddards.gov](mailto:bsilcott@goddards.gov)

Brooke Brandenburg

Public Works Director

[bbrandenburg@goddards.gov](mailto:bbrandenburg@goddards.gov)

Teri Laymon

City Clerk

[tlaymon@goddards.gov](mailto:tlaymon@goddards.gov)

Matt Lawn

City Treasurer

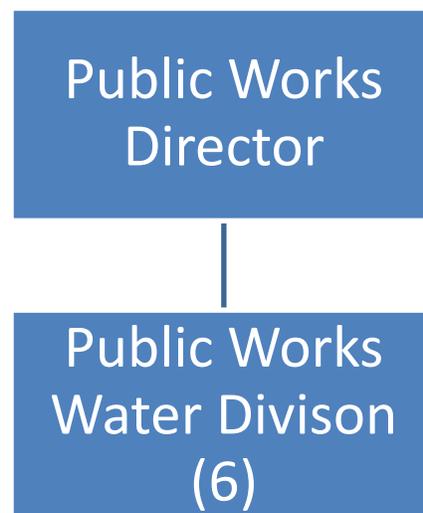
[mlawn@goddards.gov](mailto:mlawn@goddards.gov)

Active Lifestyles ♦ Economic Growth ♦ Housing ♦ Quality of Life ♦  
Community Connectedness ♦ Destination Community

### Major Services

- Water Administration
  - Personnel Costs
  - Administrative functions
  - Capital Purchasing
- Water Transmission
  - Maintains water supply including care and maintenance of storage facilities
- Water Treatment and Processing
  - Operation of chlorination facility
- Debt Service
- Inter-fund Transfers

### Department Structure



# Water Fund Summary

## WATER UTILITY FUND

FUND: 20

### REVENUE

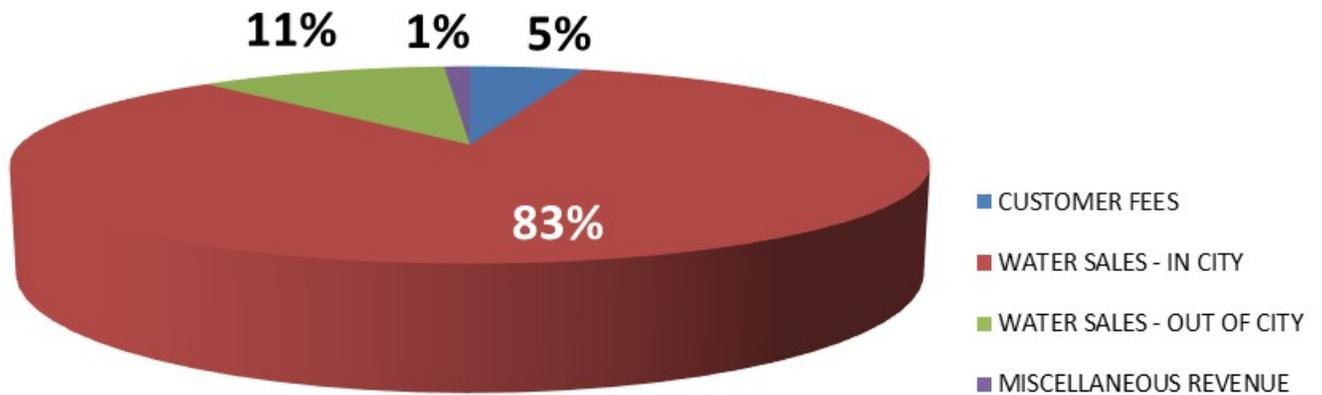
DEPT: 810

WATER UTILITY FUND - REVENUE	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
<b>JANUARY 1 FUND CASH BALANCE</b>	\$544,524	\$468,954	\$506,856	\$457,776	\$360,366
Sales Tax	\$5,542	\$6,300	\$5,300	\$6,300	\$6,500
New Service	10,405	10,000	9,500	10,000	10,500
ReConnect Fees	4,380	12,720	3,500	12,720	13,100
Tap Fees - Connection & Inspection	51,500	18,000	50,000	18,000	18,000
Sales - In City	666,257	771,660	440,000	795,000	818,900
Sales - Out	78,093	99,000	55,000	102,000	105,000
Debt Service Fee - Storage Tank	0	0	77,900	0	0
Debt Service Fee - Supply Line	0	0	188,000		0
Subtotal Debt Service Fee	\$0	\$0	\$265,900	\$0	\$0
Penalty Charges - Late Fees	10,419	10,000	10,000	10,000	10,000
Insurance Settlement/Claims	2,323	0	0	0	0
Misc. Revenue	750	500	500	500	500
Scrap Metal	660	0	0	0	0
<b>REVENUE TOTAL</b>	<b>\$830,330</b>	<b>\$928,180</b>	<b>\$839,700</b>	<b>\$954,520</b>	<b>\$982,500</b>

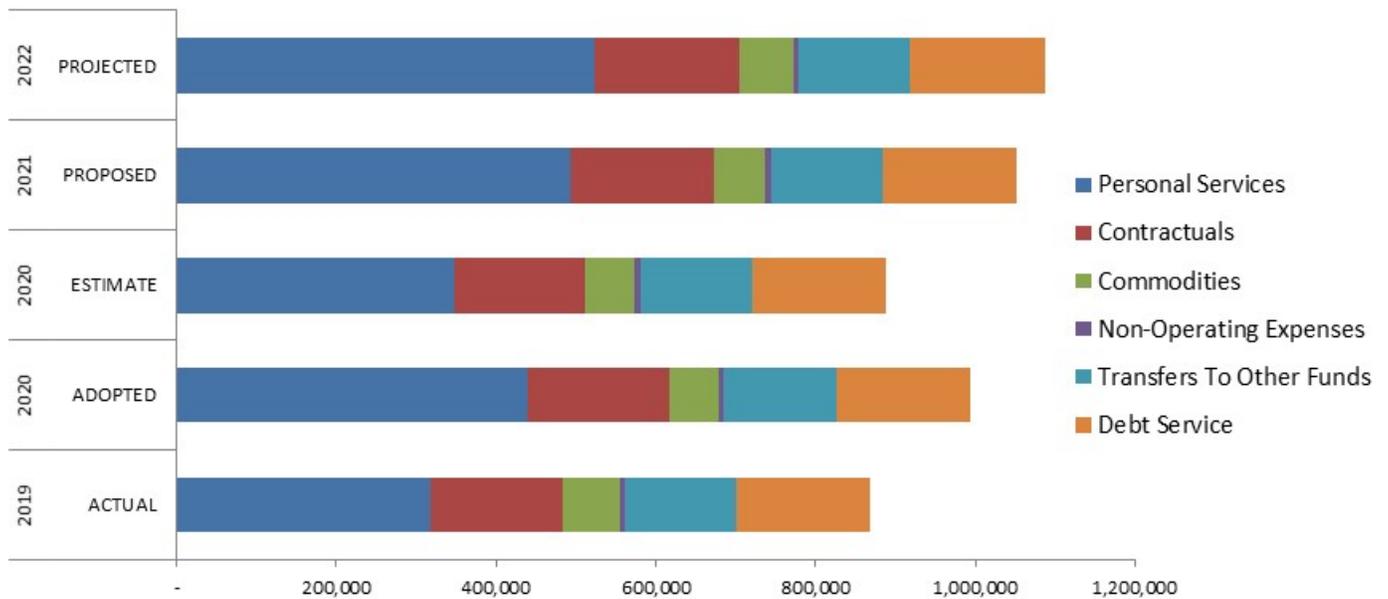
### EXPENDITURE

WATER UTILITY FUND - EXPENDITURE	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Personal Services	318,710	439,600	347,300	492,900	523,950
Contractuals	163,791	176,720	164,000	179,050	179,950
Commodities	72,802	62,130	62,580	65,580	68,580
Capital Outlay	-	-	-	-	-
Non-Operating Expenses	5,166	7,000	7,000	6,500	6,500
Transfers To Other Funds	139,900	139,900	139,900	139,900	139,900
Debt Service	167,629	168,000	168,000	168,000	168,800
<b>EXPENDITURE TOTAL</b>	<b>\$867,998</b>	<b>\$993,350</b>	<b>\$888,780</b>	<b>\$1,051,930</b>	<b>\$1,087,680</b>
<b>TOTAL REVENUE OVER (UNDER) EXPENDITURE</b>	<b>-\$37,668</b>	<b>-\$65,170</b>	<b>-\$49,080</b>	<b>-\$97,410</b>	<b>-\$105,180</b>
<b>DECEMBER 31 FUND CASH BALANCE</b>	<b>\$506,856</b>	<b>\$403,784</b>	<b>\$457,776</b>	<b>\$360,366</b>	<b>\$255,186</b>

## REVENUE SUMMARY



## WATER BUDGET SUMMARY



## PERSONNEL SUMMARY

WATER UTILITY FTEs	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
FULL TIME	7	7	7	7	7
PART TIME	0	0	0	0	0
<b>TOTAL</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>7</b>

### 2019 Additions

### 2020 Additions

- Unfilled PW Laborer position dropped to restore Public Works Director position.
- No personnel changes in 2020.

# Finance and Operations

## Overview

The Water Department supplies and distributes high quality water for the City of Goddard. Services include pumping and purifying water, maintaining distribution, managing facilities and planning for the City's future needs. The Water Utility produces, treats, and distributes approximately **201,000,000** gallons of water per year for its customers. The water utility provides customers with treated water that originates in one of two well fields located west of the city limits. Water is drawn from the Equus Beds and is distributed through **25 Miles** of water mains and transmission lines. Additionally this infrastructure includes a 500,000 gallon water tower and a 500,000 gallon water storage tank, the latter going online in 2012. These storage facilities are designed to provide a constant supply of water to our customers and maintain an adequate level of water for fire protection throughout the city.

## Operational Changes

- During the 2020 budget process, the City Council received a recommendation from staff to restructure the water and sewer utility's rate structure to shift more of the burden onto high usage customers and lowering the base rate. The Council will consider the new rate ordinance in 2020.
- Continuing transfers to reserve funds which were previously eliminated as operational costs exceeded revenue.
- Increasing the amount of transfers to reserves as the utility's unencumbered cash balance recovers in coming years.

## Major Departmental Challenges

- As infrastructure ages it is vital to remain proactive in maintaining the system, thus ensuring proper distribution and treatment.
- Evaluation and repair of elevated water tower.
- Planning for future water needs by seeking a secondary well field and source water supply.
- Building fund cash balance to improve the utility's future operating position.

The Water Fund Budget is organized by functional subdivisions. (cost centers), which include; Administration, Transmission, Treatment & Processing, Debt Service, and Transfers.

Due to low consumption in the preceding years, the City Council adopted a moderate base rate increase for water users in September of 2015. The base rate is scheduled to increase again during the September billing cycles of 2016 and 2017.

Additionally, the Council adopted a debt service fee of \$12.44 per user per month in 2015 that will be used to retire the debt issued to pay for the new water storage tank and the 16" water supply line.

The rate increases have returned the Utility to operating at a surplus, which allowed the return of reserve transfers beginning in 2018.

Transfers of \$20,000 to the Equipment Reserve Fund and \$40,000 to the Water Reserve Fund were restored in 2018 and will be continued going forward. Depending on the health of the fund's cash balance, this transfer may be increased in future budgets. The transfer of \$79,900 to the Bond & Interest fund for repayment of the debt on the water storage tank, and will continue until 2034.

In 2019 the Public Works Director position was reinstated. This position had been eliminated in 2015, when its duties were overtaken by the Assistant to the City Administrator. One Third (1/3) of the position's personnel costs are funded by the Water Utility Fund.

**WATER UTILITY FUND**

FUND: 20

**ADMINISTRATION**

DEPT: 810

WATER UTILITY FUND - ADMINISTRATION	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Salaries - Base Pay	220,662	278,900	235,000	307,000	323,000
Vacation / Sick Leave	-	6,500	3,500	7,100	7,800
Holiday Worked	378	600	500	600	650
Salaries - Overtime	4,402	19,000	5,000	19,000	20,000
Health Insurance	48,077	71,000	50,000	87,000	93,500
Social Security	16,591	21,000	20,000	25,000	28,000
KPERS	21,620	27,000	23,500	31,000	33,800
Workers Compensation	5,349	6,900	6,100	8,200	8,700
Unemployment	182	4,600	600	4,900	5,200
FSA Fees & Administration	338	500	500	500	500
Wellness Program	1,112	3,600	2,600	2,600	2,800
<b>PERSONAL SERVICES SUBTOTAL</b>	<b>318,710</b>	<b>439,600</b>	<b>347,300</b>	<b>492,900</b>	<b>523,950</b>
Repair & Maintenance	52	-	-	-	-
Repair & Maintenance - Vehicles	-	1,000	500	1,000	1,000
Repair & Maintenance - Equipment	853	1,500	1,000	1,500	1,500
KDHE - Clean Drinking Water Fees	6,269	5,540	6,300	6,800	6,800
KDHE - Water Protection Fees	6,687	7,000	7,000	7,000	7,000
Auditor & Audit Fees	6,188	5,500	5,000	5,500	5,500
Engineering Design/Services	7,082	4,000	4,000	4,000	4,000
Legal Services	311	2,000	500	2,000	2,000
Technical Services	10,002	11,000	10,800	11,000	11,000
Technical Services	3,268	5,000	3,500	5,000	5,000
Software Support/Licenses	1,602	1,300	2,000	2,000	2,000
Medical Services	547	200	200	200	200
Insurance & Bonds	6,157	8,000	6,500	7,000	7,200
Vehicle Registration	-	50	50	50	50
Printing	9,599	9,500	10,000	10,200	10,500
Rents & Leases - Equipment	156	200	200	200	200
Membership Dues	1,218	3,500	1,500	1,800	1,800
Subscriptions / Educational Material	1,133	450	1,200	1,200	1,200
Professional Development - Staff	4,134	6,000	6,000	6,000	6,000
Meetings & Conferences	2,083	3,500	3,500	4,000	4,200
Travel, Meals, & Lodging	3,386	3,500	3,500	4,000	4,200
Licenses & Renewals	360	100	100	100	100
<b>CONTRACTUALS SUBTOTAL</b>	<b>71,087</b>	<b>78,840</b>	<b>73,350</b>	<b>80,550</b>	<b>81,450</b>

**WATER UTILITY FUND**

FUND: 20

**ADMINISTRATION**

DEPT: 810

WATER UTILITY FUND - ADMINISTRATION	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Computer Supplies / Ink	520	500	600	700	700
Office Supplies	96	500	2,200	2,500	2,500
Software	3,375	900	3,500	3,500	3,500
Postage	213	500	500	500	500
Materials	54	30	30	30	30
Equipment Parts / Supplies	60	-	-	-	-
Vehicle Parts & Supplies	20	-	-	-	-
Fuel	12	-	200	-	-
Custodial Supplies	-	100	250	250	250
Food Supplies	77	200	100	100	100
Uniforms	2,072	2,000	500	1,000	1,000
Other Commodities	152	-	-	-	-
Miscellaneous Expenses	29	200	100	100	100
Safety Equipment & Supplies	331	200	200	200	200
Office Equipment & Computers	1,322	2,000	1,500	1,500	1,500
<b>COMMODITIES SUBTOTAL</b>	<b>8,333</b>	<b>7,130</b>	<b>9,680</b>	<b>10,380</b>	<b>10,380</b>
Project - Discretionary	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Refunds	530	-	500	-	-
Sales Tax - Water Sales	5,732	6,500	6,000	6,000	6,000
Audit Adjustment - Mod. Accrual to CB	(1,460)	-	-	-	-
<b>NON OPERATING EXPENSE SUBTOTAL</b>	<b>4,802</b>	<b>6,500</b>	<b>6,500</b>	<b>6,000</b>	<b>6,000</b>
<b>ADMINISTRATION - TOTAL EXPENDITURE</b>	<b>402,932</b>	<b>532,070</b>	<b>436,830</b>	<b>589,830</b>	<b>621,780</b>

**WATER UTILITY FUND**

FUND: 20

**TRANSMISSION**

DEPT: 830

WATER UTILITY FUND - TRANSMISSION	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Repair & Maintenance - Vehicles	4,559	5,000	4,500	5,000	5,000
Repair & Maintenance - Equipment	3,545	3,000	2,500	3,000	3,000
Repair & Maintenance - Building	3,796	500	250	500	500
Repair & Maintenance - Grounds	340	-	-	-	-
Repair & Maintenance Utility Infrastructure	6,991	10,000	7,000	10,000	10,000
Utilities - Electric	56,379	60,000	60,000	60,000	60,000
Utilities - Gas Service	1,696	2,000	1,800	2,000	2,000
Utilities - Telephone / Cable	2,090	1,500	2,100	2,200	2,200
Utilities - Trash	626	450	700	800	800
Utilities - Propane	691	500	700	800	800
Contractors / Construction	612	1,000	700	800	800
Technical Services	2,546	2,230	2,600	2,800	2,800
Laboratory Services	1,520	1,500	1,500	1,500	1,500
Pest Control Services	192	200	200	200	200
Rents & Leases - Equipment	1,600	4,500	1,500	2,500	2,500
Contract Labor	91	-	-	-	-
<b>CONTRACTUALS SUBTOTAL</b>	<b>87,274</b>	<b>92,380</b>	<b>86,050</b>	<b>92,100</b>	<b>92,100</b>
Shipping	9	100	100	100	100
Chemicals	-	-	700	700	700
Material/Parts/Supply/Inventory	37,942	32,000	30,000	32,000	35,000
Equipment Parts / Supplies	4,325	2,500	2,000	2,500	2,500
Vehicle Parts & Supplies	610	-	700	-	-
Grounds/Lawn Supplies	-	-	-	-	-
Fuel	5,391	5,000	5,500	4,500	4,500
Custodial Supplies	226	100	100	100	100
Food Supplies	-	100	100	100	100
Safety Equipment & Supplies	1,115	1,000	1,000	1,000	1,000
Office Equipment & Computers	315	1,500	500	1,500	1,500
Other Equipment	347	-	-	-	-
<b>COMMODITIES SUBTOTAL</b>	<b>50,279</b>	<b>42,300</b>	<b>40,700</b>	<b>42,500</b>	<b>45,500</b>
Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Real Estate Tax	364	500	500	500	500
<b>NON OPERATING EXPENSE SUBTOTAL</b>	<b>364</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>500</b>
<b>TRANSMISSION - TOTAL EXPENDITURE</b>	<b>137,917</b>	<b>135,180</b>	<b>127,250</b>	<b>135,100</b>	<b>138,100</b>

**WATER UTILITY FUND**

FUND: 20

**TREATMENT**

DEPT: 860

WATER UTILITY FUND - TREATMENT	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Repair & Maintenance - Equipment	1,127	3,000	1,200	3,000	3,000
Repair & Maintenance - Utility Infrastructure	487	-	-	-	-
Utilities - Electric	2,579	2,100	3,000	3,000	3,000
Utilities - Telephone / Cable	-	200	200	200	200
Contractors / Construction	397	-	-	-	-
Technical Services	415	-	-	-	-
Laboratory Services	425	200	200	200	200
<b>CONTRACTUALS SUBTOTAL</b>	<b>5,431</b>	<b>5,500</b>	<b>4,600</b>	<b>6,400</b>	<b>6,400</b>
Chemicals	10,715	6,500	8,500	8,500	8,500
Material/Parts/Supply/Inventory	928	3,000	1,000	1,500	1,500
Equipment Parts / Supplies	2,134	3,000	2,200	2,200	2,200
Fuel	413	200	500	500	500
<b>COMMODITIES SUBTOTAL</b>	<b>14,190</b>	<b>12,700</b>	<b>12,200</b>	<b>12,700</b>	<b>12,700</b>
Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TREATMENT - TOTAL EXPENDITURE</b>	<b>19,621</b>	<b>18,200</b>	<b>16,800</b>	<b>19,100</b>	<b>19,100</b>

**WATER UTILITY FUND**

FUND: 20

**DEBT SERVICE**

DEPT: 620

WATER UTILITY FUND - DEBT SERVICE	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Principal - 16" Water Supply Line	116,931	119,800	119,800	122,700	126,300
Interest	42,983	40,800	40,800	38,400	36,000
Issuance Fees	7,715	7,400	7,400	6,900	6,500
<b>WATER SUPPLY SUBTOTAL</b>	<b>167,629</b>	<b>168,000</b>	<b>168,000</b>	<b>168,000</b>	<b>168,800</b>
<b>DEBT SERVICE - TOTAL EXPENDITURE</b>	<b>167,629</b>	<b>168,000</b>	<b>168,000</b>	<b>168,000</b>	<b>168,800</b>
<b>AMOUNT OF ISSUE OUTSTANDING @ YEAR END</b>	<b>2,116,385</b>	<b>1,996,749</b>	<b>1,996,749</b>	<b>1,874,345</b>	<b>1,749,110</b>

**WATER UTILITY FUND**

FUND: 20

**TRANSFERS**

DEPT: 910

WATER UTILITY FUND - TRANSFERS	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Transfer to Bond & Interest Fund	79,900	79,900	79,900	79,900	79,900
Transfer to Equipment Reserve Fund	20,000	20,000	20,000	20,000	20,000
Transfer to Water Reserve Fund	40,000	40,000	40,000	40,000	40,000
Transfer to Capital Improvement	-	-	-	-	-
<b>TRANSFERS SUBTOTAL</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>
<b>TRANSFERS - TOTAL EXPENDITURE</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>



## Sewer Department

*The Mission of the Sewer Department is to provide safe, reliable, customer-convenient sewer service of the highest quality to our customers and neighbors in the Goddard Community.*

### Department Location

#### City Hall

118 N. Main St.  
Goddard, KS 67052  
316-794-2441

Brian Silcott  
City Administrator  
[bsilcott@goddardks.gov](mailto:bsilcott@goddardks.gov)

Joe Turner  
Public Works Director  
[jturner@goddardks.gov](mailto:jturner@goddardks.gov)

Teri Laymon  
City Clerk  
[tlaymon@goddardks.gov](mailto:tlaymon@goddardks.gov)

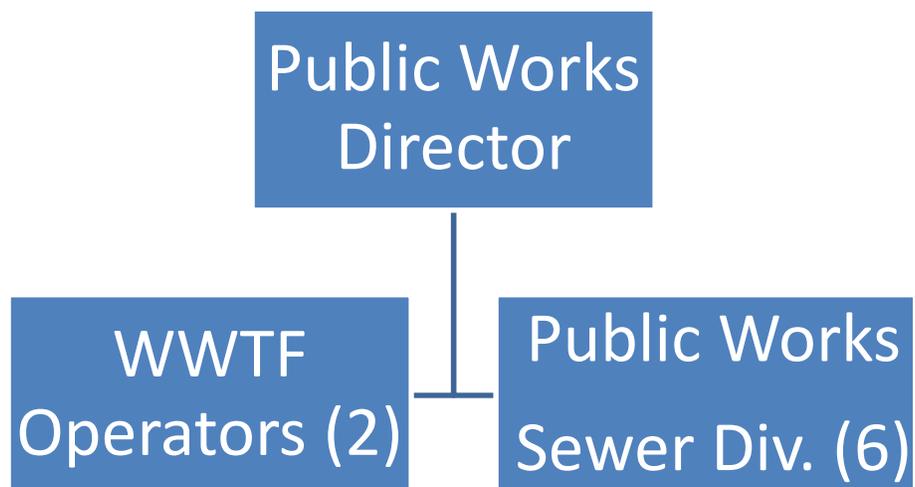
Matt Lawn  
City Treasurer  
[mlawn@goddardks.gov](mailto:mlawn@goddardks.gov)

Active Lifestyles ♦ Economic Growth ♦ Housing ♦ Quality of Life ♦  
Community Connectedness ♦ Destination Community

### Major Services

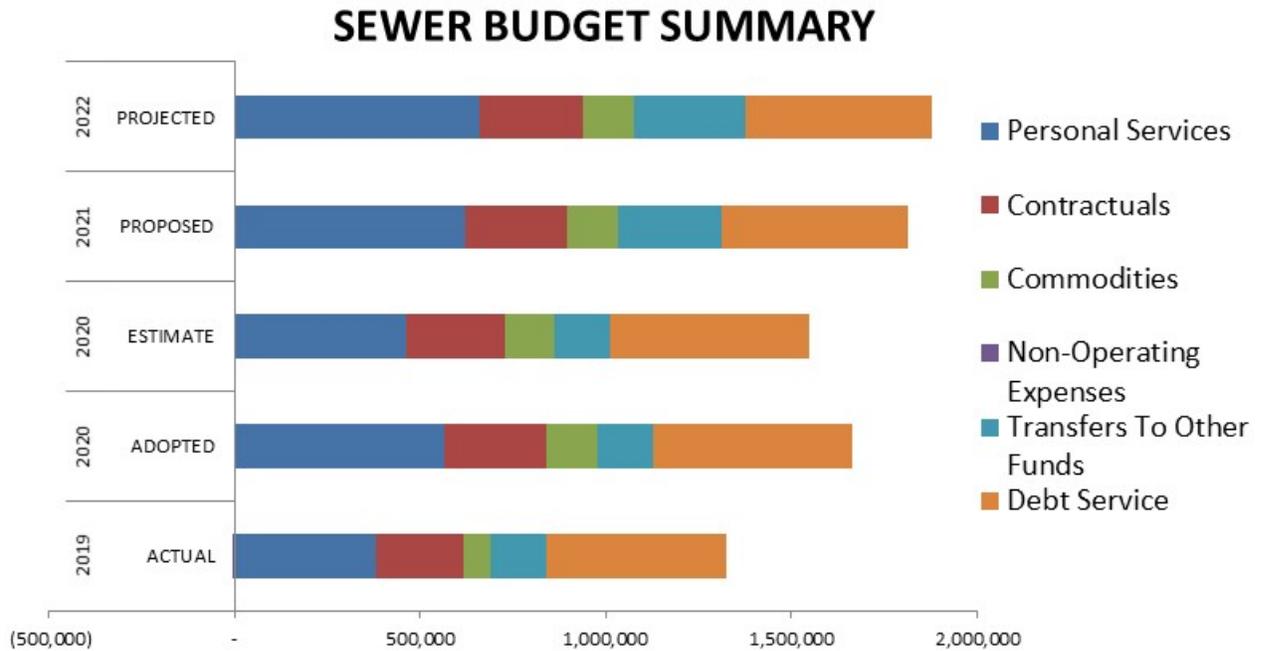
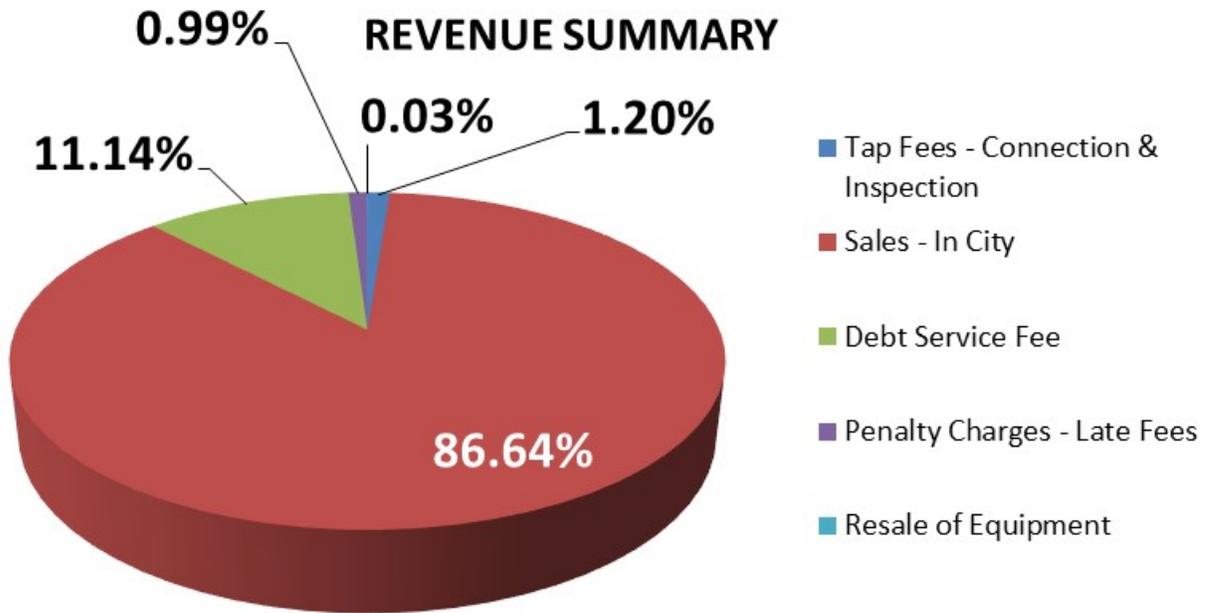
- Sewer Administration
  - Personnel Costs
  - Administrative functions
  - Capital Purchasing
- Water Collection & Transmission
  - Maintains water supply including care and maintenance of storage facilities
- Wastewater Treatment
  - Operation of chlorination facility
- Debt Service
- Inter-fund Transfers

### Department Structure



# Sewer Fund Summary

SEWER UTILITY FUND - REVENUE	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
<b>JANUARY 1 FUND CASH BALANCE</b>	\$1,038,041	\$1,098,170	\$1,285,034	\$1,299,904	\$1,101,924
Tap Fees - Connection & Inspection	50,000	19,400	45,000	19,400	19,600
Sales - In City	1,496,154	917,000	940,000	1,400,000	1,442,000
Debt Service Fee	0	570,000	570,000	180,000	180,000
<b>Subtotal Sewer Sales</b>	<b>\$1,496,154</b>	<b>\$1,487,000</b>	<b>\$1,510,000</b>	<b>\$1,580,000</b>	<b>\$1,622,000</b>
Penalty Charges - Late Fees	25,602	16,000	8,000	16,000	16,000
Refunds	108	0	0	0	0
Resale of Equipment	0	500	0	500	500
Scrap Metal Sales	322	0	0	0	0
<b>REVENUE TOTAL</b>	<b>\$1,572,187</b>	<b>\$1,522,900</b>	<b>\$1,563,000</b>	<b>\$1,615,900</b>	<b>\$1,658,100</b>
<b>EXPENDITURE</b>					
SEWER UTILITY FUND - EXPENDITURE	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Personal Services	381,649	566,300	460,300	621,900	657,600
Contractuals	236,869	275,000	267,700	274,950	281,350
Commodities	71,132	134,930	134,830	136,630	136,850
Capital Outlay	-	-	-	-	-
Non-Operating Expenses	(653)	200	200	200	200
Transfers To Other Funds	150,000	150,000	150,000	280,000	300,000
Debt Service	486,196	535,900	535,100	500,200	500,200
<b>EXPENDITURE TOTAL</b>	<b>\$1,325,193</b>	<b>\$1,662,330</b>	<b>\$1,548,130</b>	<b>\$1,813,880</b>	<b>\$1,876,200</b>
<b>TOTAL REVENUE OVER (UNDER) EXPENDITURE</b>	<b>\$246,993</b>	<b>-\$139,430</b>	<b>\$14,870</b>	<b>-\$197,980</b>	<b>-\$218,100</b>
<b>DECEMBER 31 FUND CASH BALANCE</b>	<b>\$1,285,034</b>	<b>\$958,740</b>	<b>\$1,299,904</b>	<b>\$1,101,924</b>	<b>\$883,824</b>



### PERSONNEL SUMMARY

	ACTUAL 2018	ADOPTED 2019	ESTIMATED 2019	ADOPTED 2020	PROJECTED 2021
FULL TIME	9	9	9	9	9
PART TIME	0	0	0	0	0
<b>TOTAL</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>

### 2019 Additions

- Public Works Laborer Position eliminated to restore Public Works Director.

### 2020 Additions

- No personnel changes in 2020

# Finance and Operations

## Overview

The Sewer Utility provides high quality wastewater collection and treatment services to the City of Goddard. Services include maintaining wastewater collection systems, treating wastewater, managing facilities and planning for the City's future needs. The Sewer Utility treats approximately 165 million gallons of wastewater annually at the Wastewater Treatment Facility (WWTF). The WWTF is an enhanced nutrient removal sewage treatment plant, and is designed to meet the most stringent permit requirements dictated by the Kansas Department of Health and Environment (KDHE). The wastewater treated at this facility arrives through a network of over 152,000 linear feet of sanitary sewer mains and three lift stations. The sewer system also includes 500 manholes and a 50 acre lagoon complex.

## Operational Changes

- As equipment life cycles end and their warranties expire at the WWTF, additional costs for equipment parts & supplies will be required going forward.
- Anticipating the scheduled rise in debt service payments for the WWTF to begin in 2019, the Council passed a series of small increases in debt service fees to begin in 2016 and end in 2018.
- In 2018, the transfer to the Sewer Replacement Reserve Fund was restored. Due to the positive impact of the rate increases on the fund's cash balance, transfers to the Equipment Reserve and Capital Improvement funds will be restored beginning in 2019. In 2021 the transfer to the Sewer Replacement Reserve fund will increase by 80%.

## Major Departmental Challenges

- Taking all reasonable and prudent efforts to meet the KDHE permit requirements at the WWTF.
- Maintaining and enhancing sewer system infrastructure in a climate of low residential growth and increasing commercial service demand.
- Building Sewer Fund cash balance to improve the utility's future operating position.
- Sanitary sewer line maintenance program currently being funded by reserves and not within the operational budget.
- Restoring sewer line cleaning, manhole rehab, and other necessary infrastructure maintenance programs.

## Finance and Operations

The Sewer Fund Budget is organized by functional subdivisions. (cost centers), which include; Administration, Collection, Treatment, Debt Service, and Transfers.

Between 2013 and 2015 the Sewer Utility operated at a deficit, and the ending cash balance declined steadily. Reduced usage led to lower than anticipated revenue collections. Simultaneously, costs of operations increased, particularly at the WWTF. The Council, prudently, adopted a significant sewer base rate increase that began in April of 2016.

The 2021 Budget should allow for the restoration of maintenance activities that have been abandoned in recent years. Transfers to the Sewer Replacement Reserve Fund in 2018 should provide sufficient fund balance to restore sewer line cleaning, manhole rehabilitation, and other major maintenance activities that have not taken place in several years.

In 2019 the Public Works Director position has been reinstated. This position had been eliminated in 2015, when its duties were overtaken by the Assistant to the City Administrator. One Third (1/3) of the position's personnel costs are funded by the Sewer Utility Fund.

The Treatment cost center, which includes the operation of the WWTF, includes additional contractual spending for Maintenance of the WWTF. Warranties on equipment and parts at the WWTF are beginning to expire, and additional funding will be needed to replace and maintain said equipment. Staff has developed a schedule for replacement and maintenance for future budget years as well. The 2021 replacement schedule includes:

AeroMod Basins, replace sensor caps	\$ 200
ACH Pump, replace pump head	200
Blowers, maintenance	2,000
Compressors, maintenance	200
Exhaust fans, maintenance	200
Fuzzy Filters, cleaning and maintenance	200
IPS Pumps, cleaning and maintenance	200
MPS Pumps, maintenance	200
Tristan Belt Filter Press, maintenance	2,000
Polymer pumps, cleaning and maintenance	300
Samplers, maintenance	200
Cleaning and replacement of various filter screens	2,800
Sludge Conveyor, maintenance	300
UV system disinfection	13,100
Vortex grit removal	13,100
General Plant Maintenance	4,800
<b>TOTAL</b>	<b>\$ 40,000</b>

The single largest expenditure for the Sewer Utility is Debt Service. The WWTF and the Lagoons were financed under the Kansas Department of Health and Environment (KDHE) Pollution Control Revolving Loan Program. About 90% of the debts service payments are for principal and interest on the WWTF. Debt service payments are scheduled to increase by a total of 19% during 2024 and 2025.

## SEWER UTILITY FUND

FUND: 30

## ADMINISTRATION

DEPT: 810

SEWER UTILITY FUND - ADMINISTRATION	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Salaries - Base Pay	267,837	368,000	320,000	387,000	407,000
Vacation	-	9,300	-	9,500	11,500
Holiday Worked	624	1,400	900	1,400	1,400
Salaries - Overtime	1,710	8,000	4,000	17,600	18,500
Health Insurance	61,590	95,700	75,000	114,600	120,400
Social Security	19,622	27,900	23,200	32,500	35,600
KPERS	26,043	36,800	32,000	38,700	40,700
Workers Compensation	2,206	10,000	2,500	11,500	13,000
Unemployment	182	6,500	600	6,900	7,100
FSA Fees & Administration	338	500	500	500	500
Wellness Program	1,497	2,200	1,600	1,700	1,900
<b>PERSONAL SERVICES SUBTOTAL</b>	<b>381,649</b>	<b>566,300</b>	<b>460,300</b>	<b>621,900</b>	<b>657,600</b>
Repair & Maintenance - Equipment	810	1,100	1,000	1,100	1,100
Auditor & Audit Fees	4,188	4,300	5,000	5,200	5,200
Engineering Design/Services	11,857	5,000	5,000	5,000	5,000
Legal Services	-	5,000	1,500	2,000	2,000
Technical Services	10,032	11,500	10,500	11,000	11,000
Software Support/Licenses	1,722	1,400	1,800	2,000	2,000
Medical/Wellness Expenses	479	500	500	500	500
Insurance & Bonds	17,287	20,000	18,000	18,000	18,000
Printing	9,345	9,200	9,400	9,500	9,600
Rents & Leases - Equipment	156	200	200	200	200
Membership Dues	1,118	3,500	1,200	2,500	2,500
Subscriptions / Educational Material	1,172	1,100	1,200	1,200	1,200
Professional Development - Staff	4,309	6,000	4,500	6,000	6,000
Meetings & Conferences	2,038	3,500	2,500	4,000	4,000
Travel, Meals, & Lodging	3,970	3,500	3,000	4,000	4,000
Licenses & Renewals	345	400	400	400	400
<b>CONTRACTUALS SUBTOTAL</b>	<b>68,828</b>	<b>76,200</b>	<b>65,700</b>	<b>72,600</b>	<b>72,700</b>

## SEWER UTILITY FUND

FUND: 30

## ADMINISTRATION

DEPT: 810

SEWER UTILITY FUND - ADMINISTRATION	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Computer Supplies / Ink	759	1,000	800	1,000	1,000
Office Supplies	272	500	1,000	500	500
Tokens/Software	1,227	-	1,300	1,300	1,400
Postage	242	600	300	300	300
Materials	48	-	-	-	-
Equipment Parts / Supplies	13	-	-	-	-
Fuel	12	-	200	-	-
Custodial Supplies	-	100	200	200	200
Food Supplies	76	500	100	100	100
Uniforms	2,150	2,500	500	2,500	2,500
Other Commodities	152	-	-	-	-
Safety Equipment & Supplies	240	-	-	-	-
Office Equipment & Computers	990	1,700	1,000	1,700	1,800
Furniture / Fixtures	-	1,000	500	1,000	1,000
<b>COMMODITIES SUBTOTAL</b>	<b>6,181</b>	<b>7,900</b>	<b>5,900</b>	<b>8,600</b>	<b>8,800</b>
Project - Discretionary	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Refunds	93	100	100	100	100
Audit Adjustment - Mod. Accrual to CB	(1,627)	-	-	-	-
<b>NON OPERATING EXPENSE SUBTOTAL</b>	<b>(1,534)</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
<b>ADMINISTRATION - TOTAL EXPENDITURE</b>	<b>455,124</b>	<b>650,500</b>	<b>532,000</b>	<b>703,200</b>	<b>739,200</b>

## SEWER UTILITY FUND

FUND: 30

## TRANSMISSION

DEPT: 830

SEWER UTILITY FUND - TRANSMISSION	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Repair & Maintenance	52	-	-	-	-
Repair & Maintenance - Vehicles	3,155	5,000	3,500	5,000	5,000
Repair & Maintenance - Equipment	3,797	7,500	4,200	7,500	8,000
Repair & Maintenance - Buildings	-	200	200	200	200
Repair & Maintenance - Utility Infrastructure	3,195	-	6,500	-	-
Repair & Maintenance - Radios	-	-	-	-	-
Utilities - Electric	7,502	7,100	8,000	8,000	8,200
Utilities - Gas Service	582	1,100	1,100	1,100	1,100
Utilities - Telephone / Cable	1,627	1,000	1,700	1,800	1,800
Utilities - Trash	575	350	600	600	600
Utilities - Propane	4	-	-	-	-
Contractors / Construction	751	1,000	1,000	1,000	1,000
Engineering	-	-	-	-	-
Technical Services	323	-	400	600	600
Pest Control Service	192	-	-	-	-
Contract Labor	91	-	1,000	1,000	1,000
<b>CONTRACTUALS SUBTOTAL</b>	<b>21,845</b>	<b>23,250</b>	<b>28,200</b>	<b>26,800</b>	<b>27,500</b>
Postage	36	-	-	-	-
Chemicals	85	500	500	500	500
Materials/Parts/Supplies,Inventory	4,249	4,500	4,500	4,500	4,500
Equipment Parts / Supplies	1,463	1,700	1,700	1,700	1,700
Vehicle Parts & Supplies	405	500	500	500	500
Fuel	5,959	5,000	6,000	6,500	6,500
Custodial Supplies	226	230	230	230	250
Food Supplies	-	100	100	100	100
Safety Equipment & Supplies	406	1,000	500	500	500
Office Equipment & Computers	-	1,800	1,800	1,800	1,800
Other Equipment	68	-	-	-	-
<b>COMMODITIES SUBTOTAL</b>	<b>12,897</b>	<b>15,330</b>	<b>15,830</b>	<b>16,330</b>	<b>16,350</b>
Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Real Estate Tax	7	100	100	100	100
<b>NON OPERATING EXPENSE SUBTOTAL</b>	<b>7</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
<b>TRANSMISSION - TOTAL EXPENDITURE</b>	<b>34,748</b>	<b>38,680</b>	<b>44,130</b>	<b>43,230</b>	<b>43,950</b>

**SEWER UTILITY FUND  
TREATMENT**

FUND: 30  
DEPT: 860

SEWER UTILITY FUND - TREATMENT	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Repair & Maintenance - Vehicles	-	500	500	500	500
Repair & Maintenance - Equipment	5,838	18,000	18,000	18,000	18,000
Repair & Maintenance - Buildings	1,459	-	-	-	-
Repair & Maintenance - Utility Infrastructure	1,380	1,000	1,000	1,000	1,000
Utilities - Electric	82,774	100,000	95,000	100,000	105,000
Utilities - Gas Service	6,843	11,400	11,400	11,400	12,000
Utilities - Telephone / Cable	4,296	4,000	4,000	4,000	4,000
Utilities - Trash	659	800	800	800	800
Contractors / Construction	56	-	100	-	-
Technical Services	1,872	2,500	2,500	2,500	2,500
IT/Web Services	5,973	1,000	6,500	1,000	1,000
Testing	10,395	12,000	10,000	12,000	12,000
Pest Control Services	576	-	-	-	-
Contract Labor	24,000	24,000	24,000	24,000	24,000
Travel, Meals, & Lodging	55	-	-	-	-
Licenses & Renewals	20	350	-	350	350
<b>CONTRACTUALS SUBTOTAL</b>	<b>146,196</b>	<b>175,550</b>	<b>173,800</b>	<b>175,550</b>	<b>181,150</b>
Computer Supplies/Ink/Toner	-	300	300	300	300
Tokens/Software	495	-	-	-	-
Chemicals	20,966	40,000	40,000	40,000	40,000
Material/Parts/Supply/Inventory	16,130	17,000	17,000	17,000	17,000
Equipment Parts / Supplies	5,995	40,000	43,700	40,000	40,000
Vehicle Parts & Supplies	65	200	200	200	200
Grounds/Lawn Supplies	-	500	500	500	500
Fuel	988	2,000	2,000	2,000	2,000
Custodial Supplies	772	800	800	800	800
Food Supplies	25	-	-	-	-
Safety Equipment & Supplies	671	1,000	1,000	1,000	1,000
Lab Equipment & Supplies	4,449	7,500	5,000	7,500	7,500
Radio & Other Audio Equipment	-	-	-	-	-
Office Equipment & Computers	1,438	2,400	2,400	2,400	2,400
Other Equipment	60	-	-	-	-
Furniture / Fixtures	-	-	200	-	-
<b>COMMODITIES SUBTOTAL</b>	<b>52,054</b>	<b>111,700</b>	<b>113,100</b>	<b>111,700</b>	<b>111,700</b>
Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TREATMENT - TOTAL EXPENDITURE</b>	<b>198,250</b>	<b>287,250</b>	<b>286,900</b>	<b>287,250</b>	<b>292,850</b>

## SEWER UTILITY FUND

FUND: 30

## DEBT SERVICE

DEPT: 620

SEWER UTILITY FUND - DEBT SERVICE	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Principal - Wastewater Treatment Facility	325,122	383,000	383,000	393,100	403,500
Interest	114,365	106,000	106,000	96,900	87,500
Issuance Fees	12,013	11,200	11,200	10,200	9,200
<b>WASTEWATER TREATMENT FACILITY SUBTOTAL</b>	<b>451,500</b>	<b>500,200</b>	<b>500,200</b>	<b>500,200</b>	<b>500,200</b>
<b>AMOUNT OF ISSUE OUTSTANDING @ YEAR END</b>	<b>4,548,826</b>	<b>4,165,959</b>	<b>4,165,959</b>	<b>3,772,956</b>	<b>3,369,550</b>
Principal - SEWER LAGOONS	32,659	34,700	33,900	-	-
Interest	1,891	900	900	-	-
Issuance Fees	146	100	100	-	-
<b>SEWER LAGOONS SUBTOTAL</b>	<b>34,696</b>	<b>35,700</b>	<b>34,900</b>	<b>-</b>	<b>-</b>
<b>ALL DEBT SERVICE</b>	<b>486,196</b>	<b>535,900</b>	<b>535,100</b>	<b>500,200</b>	<b>500,200</b>
Real Estate Tax	875	0	0	0	0
<b>NON-OPERATING EXPENSE TOTAL</b>	<b>875</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DEBT SERVICE - TOTAL EXPENDITURE</b>	<b>487,071</b>	<b>535,900</b>	<b>535,100</b>	<b>500,200</b>	<b>500,200</b>

## SEWER UTILITY FUND

FUND: 30

## TRANSFERS

DEPT: 910

SEWER UTILITY FUND - TRANSFERS	2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
Transfer to Equipment Reserve Fund	25,000	25,000	25,000	50,000	50,000
Transfer to Sewer Reserve Fund	100,000	100,000	100,000	180,000	200,000
Transfer to Capital Improvement	25,000	25,000	25,000	50,000	50,000
<b>TRANSFERS SUBTOTAL</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>280,000</b>	<b>300,000</b>
<b>TRANSFERS - TOTAL EXPENDITURE</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>280,000</b>	<b>300,000</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## WATER UTILITY FUND

FUND: 20

### REVENUE

DEPT: 810

WATER UTILITY FUND - REVENUE		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
JANUARY 1 FUND CASH BALANCE		\$544,524	\$468,954	\$506,856	\$457,776	\$360,366
20-810-4117	Sales Tax	\$5,542	\$6,300	\$5,300	\$6,300	\$6,500
20-810-4510	New Service	10,405	10,000	9,500	10,000	10,500
20-810-4511	ReConnect Fees	4,380	12,720	3,500	12,720	13,100
20-810-4512	Tap Fees - Connection & Inspection	51,500	18,000	50,000	18,000	18,000
20-810-4513	Sales - In City	666,257	771,660	440,000	795,000	818,900
20-810-4514	Sales - Out	78,093	99,000	55,000	102,000	105,000
	Debt Service Fee - Storage Tank	0	0	77,900	0	0
	Debt Service Fee - Supply Line	0	0	188,000		0
	Subtotal Debt Service Fee	\$0	\$0	\$265,900	\$0	\$0
20-810-4515	Penalty Charges - Late Fees	10,419	10,000	10,000	10,000	10,000
20-810-4610	Insurance Settlement/Claims	2,323	0	0	0	0
20-810-4614	Misc. Revenue	750	500	500	500	500
20-810-4714	Scrap Metal	660	0	0	0	0
<b>REVENUE TOTAL</b>		<b>\$830,330</b>	<b>\$928,180</b>	<b>\$839,700</b>	<b>\$954,520</b>	<b>\$982,500</b>

### EXPENDITURE

WATER UTILITY FUND - EXPENDITURE		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
	Personal Services	318,710	439,600	347,300	492,900	523,950
	Contractuals	163,791	176,720	164,000	179,050	179,950
	Commodities	72,802	62,130	62,580	65,580	68,580
	Capital Outlay	-	-	-	-	-
	Non-Operating Expenses	5,166	7,000	7,000	6,500	6,500
	Transfers To Other Funds	139,900	139,900	139,900	139,900	139,900
	Debt Service	167,629	168,000	168,000	168,000	168,800
<b>EXPENDITURE TOTAL</b>		<b>\$867,998</b>	<b>\$993,350</b>	<b>\$888,780</b>	<b>\$1,051,930</b>	<b>\$1,087,680</b>
<b>TOTAL REVENUE OVER (UNDER) EXPENDITURE</b>		<b>-\$37,668</b>	<b>-\$65,170</b>	<b>-\$49,080</b>	<b>-\$97,410</b>	<b>-\$105,180</b>
<b>DECEMBER 31 FUND CASH BALANCE</b>		<b>\$506,856</b>	<b>\$403,784</b>	<b>\$457,776</b>	<b>\$360,366</b>	<b>\$255,186</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## WATER UTILITY FUND

FUND: 20

### ADMINISTRATION

DEPT: 810

WATER UTILITY FUND - ADMINISTRATION		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
20-810-5110	Salaries - Base Pay	220,662	278,900	235,000	307,000	323,000
20-810-5210	Vacation / Sick Leave	-	6,500	3,500	7,100	7,800
20-810-5240	Holiday Worked	378	600	500	600	650
20-810-5310	Salaries - Overtime	4,402	19,000	5,000	19,000	20,000
20-810-5410	Health Insurance	48,077	71,000	50,000	87,000	93,500
20-810-5420	Social Security	16,591	21,000	20,000	25,000	28,000
20-810-5430	KPERS	21,620	27,000	23,500	31,000	33,800
20-810-5450	Workers Compensation	5,349	6,900	6,100	8,200	8,700
20-810-5460	Unemployment	182	4,600	600	4,900	5,200
20-810-5475	FSA Fees & Administration	338	500	500	500	500
20-810-5480	Wellness Program	1,112	3,600	2,600	2,600	2,800
<b>PERSONAL SERVICES SUBTOTAL</b>		<b>318,710</b>	<b>439,600</b>	<b>347,300</b>	<b>492,900</b>	<b>523,950</b>
20-810-6110	Repair & Maintenance	52	-	-	-	-
20-810-6120	Repair & Maintenance - Vehicles	-	1,000	500	1,000	1,000
20-810-6130	Repair & Maintenance - Equipment	853	1,500	1,000	1,500	1,500
20-810-6260	KDHE - Clean Drinking Water Fees	6,269	5,540	6,300	6,800	6,800
20-810-6270	KDHE - Water Protection Fees	6,687	7,000	7,000	7,000	7,000
20-810-6310	Auditor & Audit Fees	6,188	5,500	5,000	5,500	5,500
20-810-6325	Engineering Design/Services	7,082	4,000	4,000	4,000	4,000
20-810-6335	Legal Services	311	2,000	500	2,000	2,000
20-810-6345	Technical Services	10,002	11,000	10,800	11,000	11,000
20-810-6347	Technical Services	3,268	5,000	3,500	5,000	5,000
20-810-6349	Software Support/Licenses	1,602	1,300	2,000	2,000	2,000
20-810-6350	Medical Services	547	200	200	200	200
20-810-6415	Insurance & Bonds	6,157	8,000	6,500	7,000	7,200
20-810-6428	Vehicle Registration	-	50	50	50	50
20-810-6445	Printing	9,599	9,500	10,000	10,200	10,500
20-810-6450	Rents & Leases - Equipment	156	200	200	200	200
20-810-6510	Membership Dues	1,218	3,500	1,500	1,800	1,800
20-810-6520	Subscriptions / Educational Material	1,133	450	1,200	1,200	1,200
20-810-6530	Professional Development - Staff	4,134	6,000	6,000	6,000	6,000
20-810-6540	Meetings & Conferences	2,083	3,500	3,500	4,000	4,200
20-810-6570	Travel, Meals, & Lodging	3,386	3,500	3,500	4,000	4,200
20-810-6580	Licenses & Renewals	360	100	100	100	100
<b>CONTRACTUALS SUBTOTAL</b>		<b>71,087</b>	<b>78,840</b>	<b>73,350</b>	<b>80,550</b>	<b>81,450</b>
20-810-7110	Computer Supplies / Ink	520	500	600	700	700
20-810-7120	Office Supplies	96	500	2,200	2,500	2,500
20-810-7130	Software	3,375	900	3,500	3,500	3,500
20-810-7140	Postage	213	500	500	500	500
20-810-7215	Materials	54	30	30	30	30
20-810-7220	Equipment Parts / Supplies	60	-	-	-	-
20-810-7222	Vehicle Parts & Supplies	20	-	-	-	-
20-810-7230	Fuel	12	-	200	-	-
20-810-7235	Custodial Supplies	-	100	250	250	250
20-810-7240	Food Supplies	77	200	100	100	100
20-810-7255	Uniforms	2,072	2,000	500	1,000	1,000
20-810-7260	Other Commodities	152	-	-	-	-
20-810-7265	Miscellaneous Expenses	29	200	100	100	100
20-810-7310	Safety Equipment & Supplies	331	200	200	200	200
20-810-7340	Office Equipment & Computers	1,322	2,000	1,500	1,500	1,500
<b>COMMODITIES SUBTOTAL</b>		<b>8,333</b>	<b>7,130</b>	<b>9,680</b>	<b>10,380</b>	<b>10,380</b>
20-810-8530	Project - Discretionary	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
20-810-9920	Refunds	530	-	500	-	-
20-810-9930	Sales Tax - Water Sales	5,732	6,500	6,000	6,000	6,000
20-810-9990	Audit Adjustment - Mod. Accrual to CB	(1,460)	-	-	-	-
<b>NON OPERATING EXPENSE SUBTOTAL</b>		<b>4,802</b>	<b>6,500</b>	<b>6,500</b>	<b>6,000</b>	<b>6,000</b>
<b>ADMINISTRATION - TOTAL EXPENDITURE</b>		<b>402,932</b>	<b>532,070</b>	<b>436,830</b>	<b>589,830</b>	<b>621,780</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## WATER UTILITY FUND

FUND: 20

### TRANSMISSION

DEPT: 830

WATER UTILITY FUND - TRANSMISSION		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
20-830-6120	Repair & Maintenance - Vehicles	4,559	5,000	4,500	5,000	5,000
20-830-6130	Repair & Maintenance - Equipment	3,545	3,000	2,500	3,000	3,000
20-830-6140	Repair & Maintenance - Building	3,796	500	250	500	500
20-830-6145	Repair & Maintenance - Grounds	340	-	-	-	-
20-830-6150	Repair & Maintenance Utility Infrastructure	6,991	10,000	7,000	10,000	10,000
20-830-6210	Utilities - Electric	56,379	60,000	60,000	60,000	60,000
20-830-6220	Utilities - Gas Service	1,696	2,000	1,800	2,000	2,000
20-830-6230	Utilities - Telephone / Cable	2,090	1,500	2,100	2,200	2,200
20-830-6240	Utilities - Trash	626	450	700	800	800
20-830-6250	Utilities - Propane	691	500	700	800	800
20-830-6320	Contractors / Construction	612	1,000	700	800	800
20-830-6345	Technical Services	2,546	2,230	2,600	2,800	2,800
20-830-6360	Laboratory Services	1,520	1,500	1,500	1,500	1,500
20-830-6440	Pest Control Services	192	200	200	200	200
20-830-6450	Rents & Leases - Equipment	1,600	4,500	1,500	2,500	2,500
20-830-6460	Contract Labor	91	-	-	-	-
<b>CONTRACTUALS SUBTOTAL</b>		<b>87,274</b>	<b>92,380</b>	<b>86,050</b>	<b>92,100</b>	<b>92,100</b>
20-830-7140	Shipping	9	100	100	100	100
20-830-7210	Chemicals	-	-	700	700	700
20-830-7215	Material/Parts/Supply/Inventory	37,942	32,000	30,000	32,000	35,000
20-830-7220	Equipment Parts / Supplies	4,325	2,500	2,000	2,500	2,500
20-830-7222	Vehicle Parts & Supplies	610	-	700	-	-
20-830-7225	Grounds/Lawn Supplies	-	-	-	-	-
20-830-7230	Fuel	5,391	5,000	5,500	4,500	4,500
20-830-7235	Custodial Supplies	226	100	100	100	100
20-830-7240	Food Supplies	-	100	100	100	100
20-830-7310	Safety Equipment & Supplies	1,115	1,000	1,000	1,000	1,000
20-830-7340	Office Equipment & Computers	315	1,500	500	1,500	1,500
20-830-7350	Other Equipment	347	-	-	-	-
<b>COMMODITIES SUBTOTAL</b>		<b>50,279</b>	<b>42,300</b>	<b>40,700</b>	<b>42,500</b>	<b>45,500</b>
20-830-8600	Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
20-830-9925	Real Estate Tax	364	500	500	500	500
<b>NON OPERATING EXPENSE SUBTOTAL</b>		<b>364</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>500</b>
<b>TRANSMISSION - TOTAL EXPENDITURE</b>		<b>137,917</b>	<b>135,180</b>	<b>127,250</b>	<b>135,100</b>	<b>138,100</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## WATER UTILITY FUND

FUND: 20

## TREATMENT

DEPT: 860

WATER UTILITY FUND - TREATMENT		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
20-860-6130	Repair & Maintenance - Equipment	1,127	3,000	1,200	3,000	3,000
20-860-6150	Repair & Maintenance - Utility Infrastructure	487	-	-	-	-
20-860-6210	Utilities - Electric	2,579	2,100	3,000	3,000	3,000
20-860-6230	Utilities - Telephone / Cable	-	200	200	200	200
20-860-6320	Contractors / Construction	397	-	-	-	-
20-860-6345	Technical Services	415	-	-	-	-
20-860-6360	Laboratory Services	425	200	200	200	200
<b>CONTRACTUALS SUBTOTAL</b>		<b>5,431</b>	<b>5,500</b>	<b>4,600</b>	<b>6,400</b>	<b>6,400</b>
20-860-7210	Chemicals	10,715	6,500	8,500	8,500	8,500
20-860-7215	Material/Parts/Supply/Inventory	928	3,000	1,000	1,500	1,500
20-860-7220	Equipment Parts / Supplies	2,134	3,000	2,200	2,200	2,200
20-860-7230	Fuel	413	200	500	500	500
<b>COMMODITIES SUBTOTAL</b>		<b>14,190</b>	<b>12,700</b>	<b>12,200</b>	<b>12,700</b>	<b>12,700</b>
20-860-8600	Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TREATMENT - TOTAL EXPENDITURE</b>		<b>19,621</b>	<b>18,200</b>	<b>16,800</b>	<b>19,100</b>	<b>19,100</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

**WATER UTILITY FUND**

FUND: 20

**DEBT SERVICE**

DEPT: 620

WATER UTILITY FUND - DEBT SERVICE		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
20-620-9810	Principal - 16" Water Supply Line	116,931	119,800	119,800	122,700	126,300
20-620-9820	Interest	42,983	40,800	40,800	38,400	36,000
20-620-9850	Issuance Fees	7,715	7,400	7,400	6,900	6,500
<b>WATER SUPPLY SUBTOTAL</b>		<b>167,629</b>	<b>168,000</b>	<b>168,000</b>	<b>168,000</b>	<b>168,800</b>
<b>DEBT SERVICE - TOTAL EXPENDITURE</b>		<b>167,629</b>	<b>168,000</b>	<b>168,000</b>	<b>168,000</b>	<b>168,800</b>
<b>AMOUNT OF ISSUE OUTSTANDING @ YEAR END</b>		<b>2,116,385</b>	<b>1,996,749</b>	<b>1,996,749</b>	<b>1,874,345</b>	<b>1,749,110</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## WATER UTILITY FUND

FUND: 20

## TRANSFERS

DEPT: 910

WATER UTILITY FUND - TRANSFERS		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
20-910-9070	Transfer to Bond & Interest Fund	79,900	79,900	79,900	79,900	79,900
20-910-9081	Transfer to Equipment Reserve Fund	20,000	20,000	20,000	20,000	20,000
20-910-9082	Transfer to Water Reserve Fund	40,000	40,000	40,000	40,000	40,000
20-910-9090	Transfer to Capital Improvement	-	-	-	-	-
	<b>TRANSFERS SUBTOTAL</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>
	<b>TRANSFERS - TOTAL EXPENDITURE</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>	<b>139,900</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## SEWER UTILITY FUND

FUND: 30

### REVENUE

DEPT: 810

SEWER UTILITY FUND - REVENUE		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
JANUARY 1 FUND CASH BALANCE		\$1,038,041	\$1,098,170	\$1,285,034	\$1,299,904	\$1,101,924
30-810-4512	Tap Fees - Connection & Inspection	50,000	19,400	45,000	19,400	19,600
30-810-4513	Sales - In City	1,496,154	917,000	940,000	1,400,000	1,442,000
	Debt Service Fee	0	570,000	570,000	180,000	180,000
	Subtotal Sewer Sales	\$1,496,154	\$1,487,000	\$1,510,000	\$1,580,000	\$1,622,000
30-810-4515	Penalty Charges - Late Fees	25,602	16,000	8,000	16,000	16,000
30-810-4612	Refunds	108	0	0	0	0
30-810-4711	Resale of Equipment	0	500	0	500	500
30-810-4714	Scrap Metal Sales	322	0	0	0	0
<b>REVENUE TOTAL</b>		<b>\$1,572,187</b>	<b>\$1,522,900</b>	<b>\$1,563,000</b>	<b>\$1,615,900</b>	<b>\$1,658,100</b>

### EXPENDITURE

SEWER UTILITY FUND - EXPENDITURE		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
	Personal Services	381,649	566,300	460,300	621,900	657,600
	Contractuals	236,869	275,000	267,700	274,950	281,350
	Commodities	71,132	134,930	134,830	136,630	136,850
	Capital Outlay	-	-	-	-	-
	Non-Operating Expenses	(653)	200	200	200	200
	Transfers To Other Funds	150,000	150,000	150,000	280,000	300,000
	Debt Service	486,196	535,900	535,100	500,200	500,200
<b>EXPENDITURE TOTAL</b>		<b>\$1,325,193</b>	<b>\$1,662,330</b>	<b>\$1,548,130</b>	<b>\$1,813,880</b>	<b>\$1,876,200</b>
<b>TOTAL REVENUE OVER (UNDER) EXPENDITURE</b>		<b>\$246,993</b>	<b>-\$139,430</b>	<b>\$14,870</b>	<b>-\$197,980</b>	<b>-\$218,100</b>
DECEMBER 31 FUND CASH BALANCE		\$1,285,034	\$958,740	\$1,299,904	\$1,101,924	\$883,824

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## SEWER UTILITY FUND

FUND: 30

### ADMINISTRATION

DEPT: 810

SEWER UTILITY FUND - ADMINISTRATION		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
30-810-5110	Salaries - Base Pay	267,837	368,000	320,000	387,000	407,000
30-810-5210	Vacation	-	9,300	-	9,500	11,500
30-810-5240	Holiday Worked	624	1,400	900	1,400	1,400
30-810-5310	Salaries - Overtime	1,710	8,000	4,000	17,600	18,500
30-810-5410	Health Insurance	61,590	95,700	75,000	114,600	120,400
30-810-5420	Social Security	19,622	27,900	23,200	32,500	35,600
30-810-5430	KPERS	26,043	36,800	32,000	38,700	40,700
30-810-5450	Workers Compensation	2,206	10,000	2,500	11,500	13,000
30-810-5460	Unemployment	182	6,500	600	6,900	7,100
30-810-5475	FSA Fees & Administration	338	500	500	500	500
30-810-5480	Wellness Program	1,497	2,200	1,600	1,700	1,900
<b>PERSONAL SERVICES SUBTOTAL</b>		<b>381,649</b>	<b>566,300</b>	<b>460,300</b>	<b>621,900</b>	<b>657,600</b>
30-810-6130	Repair & Maintenance - Equipment	810	1,100	1,000	1,100	1,100
30-810-6310	Auditor & Audit Fees	4,188	4,300	5,000	5,200	5,200
30-810-6325	Engineering Design/Services	11,857	5,000	5,000	5,000	5,000
30-810-6335	Legal Services	-	5,000	1,500	2,000	2,000
30-810-6345	Technical Services	10,032	11,500	10,500	11,000	11,000
30-810-6349	Software Support/Licenses	1,722	1,400	1,800	2,000	2,000
30-810-6350	Medical/Wellness Expenses	479	500	500	500	500
30-810-6415	Insurance & Bonds	17,287	20,000	18,000	18,000	18,000
30-810-6445	Printing	9,345	9,200	9,400	9,500	9,600
30-810-6450	Rents & Leases - Equipment	156	200	200	200	200
30-810-6510	Membership Dues	1,118	3,500	1,200	2,500	2,500
30-810-6520	Subscriptions / Educational Material	1,172	1,100	1,200	1,200	1,200
30-810-6530	Professional Development - Staff	4,309	6,000	4,500	6,000	6,000
30-810-6540	Meetings & Conferences	2,038	3,500	2,500	4,000	4,000
30-810-6570	Travel, Meals, & Lodging	3,970	3,500	3,000	4,000	4,000
30-810-6580	Licenses & Renewals	345	400	400	400	400
<b>CONTRACTUALS SUBTOTAL</b>		<b>68,828</b>	<b>76,200</b>	<b>65,700</b>	<b>72,600</b>	<b>72,700</b>
30-810-7110	Computer Supplies / Ink	759	1,000	800	1,000	1,000
30-810-7120	Office Supplies	272	500	1,000	500	500
30-810-7130	Tokens/Software	1,227	-	1,300	1,300	1,400
30-810-7140	Postage	242	600	300	300	300
30-810-7215	Materials	48	-	-	-	-
30-810-7220	Equipment Parts / Supplies	13	-	-	-	-
30-810-7230	Fuel	12	-	200	-	-
30-810-7235	Custodial Supplies	-	100	200	200	200
30-810-7240	Food Supplies	76	500	100	100	100
30-810-7255	Uniforms	2,150	2,500	500	2,500	2,500
30-810-7260	Other Commodities	152	-	-	-	-
30-810-7310	Safety Equipment & Supplies	240	-	-	-	-
30-810-7340	Office Equipment & Computers	990	1,700	1,000	1,700	1,800
30-810-7370	Furniture / Fixtures	-	1,000	500	1,000	1,000
<b>COMMODITIES SUBTOTAL</b>		<b>6,181</b>	<b>7,900</b>	<b>5,900</b>	<b>8,600</b>	<b>8,800</b>
30-810-8530	Project - Discretionary	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
30-810-9920	Refunds	93	100	100	100	100
30-810-9990	Audit Adjustment - Mod. Accrual to CB	(1,627)	-	-	-	-
<b>NON OPERATING EXPENSE SUBTOTAL</b>		<b>(1,534)</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
<b>ADMINISTRATION - TOTAL EXPENDITURE</b>		<b>455,124</b>	<b>650,500</b>	<b>532,000</b>	<b>703,200</b>	<b>739,200</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## SEWER UTILITY FUND

FUND: 30

### TRANSMISSION

DEPT: 830

SEWER UTILITY FUND - TRANSMISSION		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
30-830-6110	Repair & Maintenance	52	-	-	-	-
30-830-6120	Repair & Maintenance - Vehicles	3,155	5,000	3,500	5,000	5,000
30-830-6130	Repair & Maintenance - Equipment	3,797	7,500	4,200	7,500	8,000
30-830-6140	Repair & Maintenance - Buildings	-	200	200	200	200
30-830-6150	Repair & Maintenance - Utility Infrastructure	3,195	-	6,500	-	-
30-830-6160	Repair & Maintenance - Radios	-	-	-	-	-
30-830-6210	Utilities - Electric	7,502	7,100	8,000	8,000	8,200
30-830-6220	Utilities - Gas Service	582	1,100	1,100	1,100	1,100
30-830-6230	Utilities - Telephone / Cable	1,627	1,000	1,700	1,800	1,800
30-830-6240	Utilities - Trash	575	350	600	600	600
30-830-6250	Utilities - Propane	4	-	-	-	-
30-830-6320	Contractors / Construction	751	1,000	1,000	1,000	1,000
30-830-6325	Engineering	-	-	-	-	-
30-830-6345	Technical Services	323	-	400	600	600
30-830-6440	Pest Control Service	192	-	-	-	-
30-830-6460	Contract Labor	91	-	1,000	1,000	1,000
<b>CONTRACTUALS SUBTOTAL</b>		<b>21,845</b>	<b>23,250</b>	<b>28,200</b>	<b>26,800</b>	<b>27,500</b>
30-830-7140	Postage	36	-	-	-	-
30-830-7210	Chemicals	85	500	500	500	500
30-830-7215	Materials/Parts/Supplies,Inventory	4,249	4,500	4,500	4,500	4,500
30-830-7220	Equipment Parts / Supplies	1,463	1,700	1,700	1,700	1,700
30-830-7222	Vehicle Parts & Supplies	405	500	500	500	500
30-830-7230	Fuel	5,959	5,000	6,000	6,500	6,500
30-830-7235	Custodial Supplies	226	230	230	230	250
30-830-7240	Food Supplies	-	100	100	100	100
30-830-7310	Safety Equipment & Supplies	406	1,000	500	500	500
30-830-7340	Office Equipment & Computers	-	1,800	1,800	1,800	1,800
30-830-7350	Other Equipment	68	-	-	-	-
<b>COMMODITIES SUBTOTAL</b>		<b>12,897</b>	<b>15,330</b>	<b>15,830</b>	<b>16,330</b>	<b>16,350</b>
30-830-8600	Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
30-830-9925	Real Estate Tax	7	100	100	100	100
<b>NON OPERATING EXPENSE SUBTOTAL</b>		<b>7</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
<b>TRANSMISSION - TOTAL EXPENDITURE</b>		<b>34,748</b>	<b>38,680</b>	<b>44,130</b>	<b>43,230</b>	<b>43,950</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## SEWER UTILITY FUND

FUND: 30

### TREATMENT

DEPT: 860

SEWER UTILITY FUND - TREATMENT		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
30-860-6120	Repair & Maintenance - Vehicles	-	500	500	500	500
30-860-6130	Repair & Maintenance - Equipment	5,838	18,000	18,000	18,000	18,000
30-860-6140	Repair & Maintenance - Buildings	1,459	-	-	-	-
30-860-6150	Repair & Maintenance - Utility Infrastructure	1,380	1,000	1,000	1,000	1,000
30-860-6210	Utilities - Electric	82,774	100,000	95,000	100,000	105,000
30-860-6220	Utilities - Gas Service	6,843	11,400	11,400	11,400	12,000
30-860-6230	Utilities - Telephone / Cable	4,296	4,000	4,000	4,000	4,000
30-860-6240	Utilities - Trash	659	800	800	800	800
30-860-6320	Contractors / Construction	56	-	100	-	-
30-860-6345	Technical Services	1,872	2,500	2,500	2,500	2,500
30-860-6347	IT/Web Services	5,973	1,000	6,500	1,000	1,000
30-860-6360	Testing	10,395	12,000	10,000	12,000	12,000
30-860-6440	Pest Control Services	576	-	-	-	-
30-860-6460	Contract Labor	24,000	24,000	24,000	24,000	24,000
30-860-6570	Travel, Meals, & Lodging	55	-	-	-	-
30-860-6580	Licenses & Renewals	20	350	-	350	350
<b>CONTRACTUALS SUBTOTAL</b>		<b>146,196</b>	<b>175,550</b>	<b>173,800</b>	<b>175,550</b>	<b>181,150</b>
30-860-7110	Computer Supplies/Ink/Toner	-	300	300	300	300
30-860-7130	Tokens/Software	495	-	-	-	-
30-860-7210	Chemicals	20,966	40,000	40,000	40,000	40,000
30-860-7215	Material/Parts/Supply/Inventory	16,130	17,000	17,000	17,000	17,000
30-860-7220	Equipment Parts / Supplies	5,995	40,000	43,700	40,000	40,000
30-860-7222	Vehicle Parts & Supplies	65	200	200	200	200
30-860-7225	Grounds/Lawn Supplies	-	500	500	500	500
30-860-7230	Fuel	988	2,000	2,000	2,000	2,000
30-860-7235	Custodial Supplies	772	800	800	800	800
30-860-7240	Food Supplies	25	-	-	-	-
30-860-7310	Safety Equipment & Supplies	671	1,000	1,000	1,000	1,000
30-860-7320	Lab Equipment & Supplies	4,449	7,500	5,000	7,500	7,500
30-860-7330	Radio & Other Audio Equipment	-	-	-	-	-
30-860-7340	Office Equipment & Computers	1,438	2,400	2,400	2,400	2,400
30-860-7350	Other Equipment	60	-	-	-	-
30-860-7370	Furniture / Fixtures	-	-	200	-	-
<b>COMMODITIES SUBTOTAL</b>		<b>52,054</b>	<b>111,700</b>	<b>113,100</b>	<b>111,700</b>	<b>111,700</b>
30-860-8600	Capital Outlay	-	-	-	-	-
<b>CAPITAL OUTLAY SUBTOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TREATMENT - TOTAL EXPENDITURE</b>		<b>198,250</b>	<b>287,250</b>	<b>286,900</b>	<b>287,250</b>	<b>292,850</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

**SEWER UTILITY FUND**

FUND: 30

**DEBT SERVICE**

DEPT: 620

SEWER UTILITY FUND - DEBT SERVICE		2019	2020	2020	2021	2022
		ACTUAL	ADOPTED	ESTIMATE	PROPOSED	PROJECTED
30-620-9810	Principal - Wastewater Treatment Facility	325,122	383,000	383,000	393,100	403,500
30-620-9820	Interest	114,365	106,000	106,000	96,900	87,500
30-620-9850	Issuance Fees	12,013	11,200	11,200	10,200	9,200
<b>WASTEWATER TREATMENT FACILITY SUBTOTAL</b>		<b>451,500</b>	<b>500,200</b>	<b>500,200</b>	<b>500,200</b>	<b>500,200</b>
<b>AMOUNT OF ISSUE OUTSTANDING @ YEAR END</b>		<b>4,548,826</b>	<b>4,165,959</b>	<b>4,165,959</b>	<b>3,772,956</b>	<b>3,369,550</b>
30-620-9810	Principal - SEWER LAGOONS	32,659	34,700	33,900	-	-
30-620-9820	Interest	1,891	900	900	-	-
30-620-9850	Issuance Fees	146	100	100	-	-
<b>SEWER LAGOONS SUBTOTAL</b>		<b>34,696</b>	<b>35,700</b>	<b>34,900</b>	<b>-</b>	<b>-</b>
<b>ALL DEBT SERVICE</b>		<b>486,196</b>	<b>535,900</b>	<b>535,100</b>	<b>500,200</b>	<b>500,200</b>
30-620-9925	Real Estate Tax	875	0	0	0	0
<b>NON-OPERATING EXPENSE TOTAL</b>		<b>875</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DEBT SERVICE - TOTAL EXPENDITURE</b>		<b>487,071</b>	<b>535,900</b>	<b>535,100</b>	<b>500,200</b>	<b>500,200</b>

# CITY OF GODDARD 2021/2022 PROPOSED BUDGET

## SEWER UTILITY FUND

FUND: 30

## TRANSFERS

DEPT: 910

SEWER UTILITY FUND - TRANSFERS		2019 ACTUAL	2020 ADOPTED	2020 ESTIMATE	2021 PROPOSED	2022 PROJECTED
30-910-9081	Transfer to Equipment Reserve Fund	25,000	25,000	25,000	50,000	50,000
30-910-9083	Transfer to Sewer Reserve Fund	100,000	100,000	100,000	180,000	200,000
30-910-9090	Transfer to Capital Improvement	25,000	25,000	25,000	50,000	50,000
TRANSFERS SUBTOTAL		150,000	150,000	150,000	280,000	300,000
TRANSFERS - TOTAL EXPENDITURE		150,000	150,000	150,000	280,000	300,000



**GODDARD**

**H.6 Presentation from the  
Goddard Public Library  
No Attachments**