City of Clearwater Council Meeting Agenda
Tuesday March 12, 2024, at 6:30pm
129 E Ross Clearwater, KS 67026

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1. **Call to Order/ Invocation and Flag Salute**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. **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.
    a. Previous Council Meeting Minutes
    b. Claims and Warrants
    c. Wholesale Fireworks Sales
6. **Staff Reports**
7. **Business**
    a. **Action:** Park Glen Estates Addition Phase 2
    b. **Action:** Pool Surface Sandblasting
    c. **Action:** Annex 8240 Butterfly Street
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 22
Ordinance: 1107
Resolution: 06-2024

NOTICE: Subject To Revisions

It is possible that sometime between 6:00 and 6:30 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.

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
February 27, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. **Call to Order/ Invocation and Flag Salute**
Mayor Burt Ussery called the meeting to order at 6:30 p.m. followed the invocation and flag salute.

2. **Roll Call**
The City Clerk called the roll to confirm the presence of a quorum. The following members were present:
Mayor Burt Ussery, Councilmembers; Justin Shore, Samantha Warkins, Shirley Palmer-Witt and Tim Robben. Crystal Walter was absent.
The following staff members were present:
City Administrator Zollinger, City Clerk Poe, Amber Ives, Cole Hollis, Kirk Ives, Jared Dinwiddie, and City Attorney Scott Ufford.
Others Present:
Tricia Nichols, Garett Weidman, Justin Patrick, Paul Zier, Jared Hagar, Michael Cowherd, Don Schauf and Cameron Stein.

3. **Approval of Agenda**
Mayor Ussery asked if there were any modifications to the agenda, there were none.

Motion: ***Walter*** moved; ***Warkins*** seconded to approve the agenda as submitted. Voted and passed unanimously.

4. **Public Forum**
Mayor Ussery stated that he will allow public comments for Property N. of Chisholm Ridge as well as the Fire Apparatus discussions.

5. **Consent Agenda**
Mayor Ussery asked if there was any question on the consent agenda and if not asked for a motion to approve.
Previous Council Meeting Minutes
Claims and Warrants

Motion: ***Shore*** moved; ***Palmer-Witt*** seconded to approve the consent agenda as submitted. Voted and passed unanimously.

6. **Staff Reports**:

- Administration Office – Courtney Zollinger – Council asked about sitting in on the budget discussions with staff, Zollinger stated it would be during the day if they wanted to sit in.

- Fire Department – Jared Dinwiddie – Council has looked on the website to see the production of the new apparatus. The Fire Department will go inspect the new apparatus towards the end of March.

- Police Department – Kirk Ives – Council asked how the Police Department handles new residents not having the SPV permit, Ives stated that they will inform them of the rules and give them time to get it taken care of, no citations are usually issued.

- Public Works/Parks –Cole Hollis – Council asked if it was too soon to start DE winterizing with the weather, Hollis said this is about the same time they do it every year and is not concerned. There is a pothole at Nancy, Michelle & Lee, Public Works has already received a report on this issue.

- Senior Center –Amber Ives – Council asked about Commodities, Ives stated there were additional boxes of fruit to go along with it. Biscuits and Gravy will be served on Saturday from 7:30-10:30.

7. **Business**

a. **Field Usage Agreement USD 264**

USD264 will need use of the sports complex for their upcoming ball season. Through the 2024 budget discussion it was determined that it would be necessary to seek assistance from the school to continue the desired maintenance of the fields. The city anticipated, in the budget, to receive $7,500 from the school in support of the maintenance. After a conversation with Superintendent Johnson, he agreed this was a reasonable price. The amount received from the school will help offset the annual costs to maintain the grass for the school's baseball/softball season. The City Attorney has drafted the agreement and has approved the modifications amending 4.1. Council discussed damages and if the school's liability insurance would cover these instances, it should depending on the circumstance. This agreement is renewed annually. Council asked if Concessions was covered in this agreement, Zollinger stated it was as well as when the collegiate comes to town.

Motion: ***Palmer-Witt*** moved; ***Shore*** seconded to Authorize the mayor to sign the agreement between the city and USD 264. Voted and passed unanimously.

b. **Sketch for Property N of Chisholm Ridge**

Mayor Ussery stated there were 8 letters received for this topic and Public Comment will be allowed. Tonight is only an action to hire a company to provide rough sketches on what the 40-acre property could potentially look like, it is conceptual only. During the Council Workshop on January 30, 2024, the Governing Body discussed apartments, ½ acre lots, 1 acre lots, or a combination. The mayor also put out an update asking for input from the community. We have heard from 8 community members that are in favor of single-family homes only. Council wanted to get pricing from other agencies for these sketches.3 agencies were contacted, and all prices are per sketch.

BHC Engineering	$2,500 - $3,000
Professional Engineering Consultants	$2,000
Garver, LLC	$4,000

If approved this would be paid for out of the General Fund Special Projects. $7,200 was earmarked for unknown incentives that could carry over from 2023. There were 0 incentives to carry over so the $7,200 is no longer needed for that purpose. There was also $5,000 put into equipment reserve as miscellaneous. There is a total of $12,200 available to use. PEC would give a scope of services, with 2 review meetings. The other 2 companies only gave a verbal and no scope of services. The conceptual drawings would include the extension of Yvonne and Janet, the road names cannot change per the agreement with the Cemetery when the City obtained the property from them. These sketches would potentially be used to help stipulate in advance what the City would like to see when the property gets sold and or developed. Garett Weidman stated that he had a petition in opposition to apartments going in and had 157 people sign it, about 120 of them were from Clearwater after Garett verified. A petition in favor of apartments went out and only 10 signatures were gathered. Jared Hager spoke in opposition to apartments going in. Jared suggested not limiting the property to only residential, he would like to see a new wellness center. The retention pond could be made bigger. The Engineer would have to do the work to see if the pond needed to be bigger and if it was residential, Mayor said there could potentially be a park incorporated. Council discussed the many options for the property and the available current lots in town. Indian Ridge, Park Glen, Chisholm Ridge (City owned and individually owned), Park Glen, Park Glen Estates all have lots ranging from .3-.7 acres. Council discussed the Comprehensive plan suggesting affordable housing. Ultimately the City does not want to be in Real Estate and would like to sell the whole piece of property to a developer with the stipulations of how it can be developed. The platting process would then go through the Planning Commission to approve and then the City Council. During the platting process neighbors are notified and have the opportunity to speak. The action tonight is just for a conceptual sketch to help market the property, not platting or developing.

Motion: ***Shore*** moved; ***Palmer-Witt*** seconded to hire PEC to complete one sketch with combination of 1 acre on the east side and .5 acre lots on the west side for Clearwater. Voted and passed unanimously. ***Warkins*** abstained.

a. **Section 3 Annual Road Maintenance**

To kick off the annual road maintenance plan when it started, the Governing Body hired South Central Sealing who uses a product called Slurry Seal. The project last year went very smoothly. The crews with South Central Sealing were great to work with and very responsive to any concerns or questions the public or staff had. The Slurry Seal application worked well for Clearwater. For 2024, Section 3 of the city is scheduled to receive crack fill and slurry seal per the approved budget. Since South Central Sealing is the company to offer Slurry Seal, staff recommend continuing that service for the remainder of the sections. Two other companies were contacted for quotes on crack fill pricing for comparison, Encore Pavement and Circle C Paving. Encore does not do wide crack. **South Central Sealing** total crack fill $23,272.62 and **Circle C Paving** total crack fill $25,600. The total proposal submitted by South Central Sealing for Mastic Seal, Slurry Seal and Crack Seal for 2024 is $109,173.85. The proposal submitted for Mastic Seal and Crack Seal are best estimate they could provide until they start the project. The Mastic Seal is bid with 4 pallets of material. If the pallets don't complete the designated area, they will submit a change order. The Crack Seal is bid the same way. They will keep the city updated daily on the amount of linear feet they are filling. For the 2024 budget in the Special Highway Fund, we budgeted $100,000 for annual road maintenance as well as in the General Fund Public Works $75,000 for a total of $175,000 for the annual project. Last year sections 1 and 2 cost the city roughly $270,000. Since we will be using South Central Sealing for the Slurry Seal and the other pricing is comparable, it is recommended to hire South Central Sealing for the entire section 3 annual road maintenance project. Since section 3 is in a newer section of town, the roads are not quite as deteriorating like the others. If any roads in section 3 are marked for the reconstruction, they will not be included in this project. Circle C did the chip seal a few years ago that didn't work out. This project will be done in either the spring or fall, it is not recommended to do this work in the summer with the heat. In 2023, sections 1 and 2 were completed and did not exceed the budget. Mayor Ussery suggested that a percentage over for the City Administrator to approve be added to the motion.

Motion: ***Palmer-Witt*** moved; ***Warkins*** seconded to hire South Central Sealing for the entire section 3 annual road maintenance project bid at 109,173.85 using Special Highway Funds with a 10% roll over City Administrator approval. Voted and passed unanimously.

b. Street Closure Survey

In February 2023 the Governing Body elected to hire Certified Engineering Design (CED) to design the reconstruction street project. The design includes the entire bid packet for all the roads the city needs to repair. As part of the bid packet the city can determine how the closures of roads will be handled. There are two options: **Half Closure**: Maintain access and shortest path of travel to people's homes (Likely the most expensive) and the community will be impacted for a longer period of time; however, the severity of impact is minimized. **Full Closure:** Less complexity in traffic control and the contractor won't have to sawcut half the lane, construct half, and then move to the other side, blocks would be closed for up to 4 weeks. (potential cost savings) (Halstead had 1700 linear feet and there was a cost savings of around $25K. Clearwater has a project of 6500 linear feet), time savings with the length of impact to the community, community may need to access their house from the alley or an adjacent block (longer path of travel). CED wanted to get Council's and the community's input on how to approach traffic control for the Clearwater Streets project. Initially, they intended to plan on closing half the street at a time to attempt to maintain access into people's homes; however, recent projects such as Halstead, have indicated a cost and time savings if we are able to close the entire street. CED thought it may be a good idea to poll the community to ensure no one needs special accommodation. For the bid packet we can have half closure as the base bid and an alternative that would have full closure. Council discussed asking CED if they could give a quote for concrete vs. the asphalt that is in the plan. Concrete could last longer and potentially have a shorter amount of dry time. If the half road closure is done, it will not affect the integrity of the roads. CED took plug samples from the locations to determine what needed to be done. If a street has no base, it will get full reconstruction. After discussion, it was decided to take no action and continue with the current price for partial closure with a bid alternative to include full road closures and poll per block.

c. Fire Apparatus

Chief Dinwiddie went over all apparatus' that are currently in fleet and the functions of each one, Cameron Stein, Michael Cowherd, Justin Patrick, Don Schauf were here for the presentation given. **1999 Freightliner Pumper E71** (Engine- will become E72 after new engine arrives) - The main function is for structural fire suppression missions. It has a 1250-gpm pump and carries 1,000-gallons of water as well as 400' of 1 ¾" attack lines, 1,000' of 5" supply line, and 1,200' of 2 ½" supply/attack hose. It holds up to 3 personnel. It is also equipped with extrication equipment and firefighting hand tools. It passes the pump test, is serviceable and mechanically sound. This is usually the 1st vehicle out. It is not NFPA certified but is grandfathered in. **1984 F-700 Ford E72** (Engine – Selling when new engine arrives) - The main function currently is for supplying manpower, equipment, and assisting with grass/field fires (it used to be a structural suppression apparatus until it was unable to fulfill pump test certification in 2020). It has a 750-gpm pump and carries 1,000-gallons of water as well as 600' of 1 ¾" attack lines, 1,600' of 2½" supply/attack hose, and 100' of 1" booster hose. It holds up to 3 personnel. **2007 International T71** (Tender) - The main function is to supply water for rural firefighting operations. It is HAS a 750-gpm pump and carries 2,500-gallons of water as well as 400' of 1 ¾" attack hose, 300' of 3" supply hose, and 600' of 2 ½" supply/attack hose. It holds up to 3 personnel. Basically, it is a "hydrant on wheels." **1984 AM General T72** (Tender – Forestry Vehicle) - The main function is to supply water for rural firefighting operations and grass/wildland fires. It has a 500-gpm portable pump and carries 2,000-gallons of water as well as 2-6' 1" whip lines and 400' of 1 ¾" attack hose. It holds up to 2 personnel. It is currently out of service (due to being overweight by 3 tons) unless there is a dire need for more water. Veteran personnel are the only ones allowed to operate this vehicle. It is stationary when it is taken out to calls and 99% of the time, all the water is used on scene. Last year it was used once for a field fire. Council would like to see it

sent back to the Forestry and taken out of the City fleet. The City did put the tank on the truck. **1999 Ford F-350 Brush 71** - The main function is fire suppression of grass/wildland fires. It has a 300-gpm portable pump and carries 350-gallons of water as well as 1-10' 1" whip line, 100' 1" booster line, and 100' 1 ¾" attack line. It holds up to 2 personnel. There are no problems with it since it just had a rehab to get underweight. **2003 International 7300 Brush 72 -** The main function is fire suppression of grass/wildland fires. It has a 300-gpm portable pump and carries 700-gallons of water as well as 2-6' 1" whip lines, 100' 1" booster line, and 100' 1 ¾" attack line. It holds up to 3 personnel. **2024 Custom Pierce Enforcer Pumper E71** (Engine) - The department has recently purchased a new, custom pierce enforcer pumper. This will replace the 1984 F-700 pumper (Engine). The new pumper will have the same amount of water on it (1,000-gallons), but it will provide more pumping capabilities (1500-gpm instead of 750-gpm), more personnel to the scene (4 instead of 3), larger hose compacity, and NFPA 1901 compliant. The payments are $40k annually and the City has made 2 payments. **Proposed Tengine** (To Replace 1999 Engine & 1984 Tender) - Clearwater Fire is proposing to purchase a new, custom pierce tengine (Tender/ Engine Combo). This new apparatus would replace the 1999 Freightliner (Engine) and 1984 AM General (Tender – Forestry Vehicle). The new tengine will have a 2,500-gallon tank vs 3,000-gallon combined capacity of the two just in one apparatus. It will provide more pumping capabilities (2000-gpm instead of 1250-gpm), more personnel to the scene in one vehicle (4 instead of 3), larger hose compacity, and NFPA 1901 compliant.
Insurance Services Office (ISO) requires a minimal fire flow of 2250-gpm between 2-engines and 1-tender. ISO Rating affects homeowners' insurance rates for fire coverage. Based on the quantity and type of fleet that is available as well as the water availability in the area. CFD currently has a fire flow of 2750-gpm with our current fleet. With the addition of the 2024 Engine the fire flow will increase to 3,500. By adding a new tengine, CFD would increase its fire flow from 3,500-gpm to 4,250-gpm and still meet the ISO requirements of 2-engines and 1-tender. Council discussed the payments for both apparatuses. The 2024 Pumper is 40k annually and the proposed Tengine would be around 92k annually for 15 years, but has around a 49 month wait for production. The cost for the proposed Tengine has increased about 54k since the original quote from January. It was stated that the apparatuses' lifespan are usually 10-15 years, but with volunteer it is up to 25 years with good maintenance. Council discussed the different calls and response times for City and rural areas as well as any mutual aid from other counties/ townships. Sedgwick County automatically comes if there is a structure fire but nothing else unless requested. The average response time is around 7-8 minutes for medical and fire, add 4-8 minutes if it is out in county/rural. 85-90% of the time, the calls are Clearwater responding only. Chief Dinwiddie has implemented a policy that if there is a fire, the volunteers are to meet at the Fire station first not the scene. The City receives about 79k annually from Illinois and Ninnescah townships (based on Mil Levy) for rural fire contracts. Council would like to see quotes on used apparatuses as well as a report that has the number of fire calls only that are inside and outside of the City limits and how many personnel respond to each call.

2. <u>**Governing Body**</u>
Shore – None.
Warkins– There will be a Fall Festival meeting in March.
Palmer-Witt – Asked if Shackleford will have angled parking with the work going on, Zollinger stated that it was their parking lot on their private property. Palmer-Witt would like to see a report from the Wellness Center on who uses the membership through the City.
Robben – None.
Ussery – None.

3. <u>**Executive Session**</u>
None.

4. <u>**Adjournment**</u>

Motion: ***Warkins*** moved; ***Shore*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:45 PM

CERTIFICATE

State of Kansas }
County of Sedgwick }
City of Clearwater }

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the February 27th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 12th day of March 2024.

Jaye Poe, City Clerk

Check Register Report

City of Clearwater — BANK: EMPRISE BANK — Date: 02/27/2024 — Time: 2:23 pm — Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
50459	02/28/24	Printed			1ST DUE	1ST DUE EMERGENCY RESPONSE	FIRE HOODS	6,548.84
50460	02/28/24	Printed			AMAZ	AMAZON BUSINESS	INSULATED ACTIVE JACKET	1,567.51
50461	02/28/24	Printed			BBL1	B & B LUMBER	KEYS/VAULT & HALLWAY	2.98
50462	02/28/24	Printed			BADGE	BADGE AND WALLET	24 BADGES BALANCE DUE	55.00
50463	02/28/24	Printed			BET 1	BETTS PEST CONTROL	CITY/POLICE PEST CONTROL	214.00
50464	02/28/24	Printed			CP04	CIVICPLUS	WEBSITE HOST/ENGAGE CENTRAL	5,578.62
50465	02/28/24	Printed			EMP1	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	190.74
50466	02/28/24	Printed			FLOCK	FLOCK SAFETY	FLOCK CAMERAS	10,300.00
50467	02/28/24	Printed			HOME	HOME DEPOT	OFFICE EXPANSION	82.99
50468	02/28/24	Printed			JHS1	J & H STORAGE	MARCH RENT	100.00
50469	02/28/24	Printed			KJC1	KANSAS JUDICIAL COUNCIL	COURT MANUAL SUPPLEMENT	45.00
50470	02/28/24	Printed			KRW1	KANSAS RURAL WATER ASSN.	KRWA CONFERENCE	1,165.00
50471	02/28/24	Printed			KIRK	KIRK IVES	REIMBURSE VEST HANGERS	45.96
50472	02/28/24	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	569.37
50473	02/28/24	Printed			MSS1	MAYER SPECIALTY SERVICES LLC	SEWER CLEANOUT BUSINESS PARK	3,520.00
50474	02/28/24	Printed			MCDONALD	MCDONALD TINKER PA	JANUARY ATTY FEES	1,985.90
50475	02/28/24	Printed			METRO	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS JAN 2024	5,150.30
50476	02/28/24	Printed			PCA1	PETTY CASH	POLICE CAR WASH	60.00
50477	02/28/24	Printed			PB03	PITNEY BOWES	INK PAD FOR POSTAGE METER	19.08
50478	02/28/24	Printed			RCI1	RENN & COMPANY, INC.	CREDIT FOR 2016 EXP/2013 TAHOE	176.00
50479	02/28/24	Printed			RJ01	ROASTER JOE'S	POLICE DEPARTMENT	39.15
50480	02/28/24	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	BATTERY	149.96
					Total Checks: 22		**Checks Total (excluding void checks):**	**37,566.40**
					Total Payments: 22		**Bank Total (excluding void checks):**	**37,566.40**

Check Register Report

Date:	02/27/2024
Time:	2:23 pm
Page:	2

City of Clearwater BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
2856	02/28/24	Printed			CGSI	CASEY'S	STATEMENT	2,507.44
2857	02/28/24	Printed			KANSAS	KANSAS TURNPIKE AUTHORITY	POLICE TOLL	17.60
2858	02/28/24	Printed			LIBERTY	LIBERTY NATIONAL	LIBERTY	227.78
2859	02/28/24	Printed			SER	SERIOUSLY SEO, LLC	FEB SOCIAL MEDIA	650.00
2860	02/28/24	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	MARCH INSURANCE	27,872.65
2861	02/28/24	Printed			TWIN	TWIN VALLEY TELEPHONE	SENIOR CENTER PHONE	58.98
2862	02/28/24	Printed			TWIN	TWIN VALLEY TELEPHONE	FIRE DEPARTMENT PHONE	472.20
2863	02/28/24	Printed			TWIN	TWIN VALLEY TELEPHONE	CITY PHONE	204.62
2864	02/28/24	Printed			TWIN	TWIN VALLEY TELEPHONE	HISTORICAL PHONE	100.13
2865	02/28/24	Printed			TWIN	TWIN VALLEY TELEPHONE	POLICE PHONE	248.77
2866	02/28/24	Printed			TWIN	TWIN VALLEY TELEPHONE	PUBLIC WORKS PHONE	103.40

Total Checks:	**11**	**Checks Total (excluding void checks):**	**32,463.57**
Total Payments:	**11**	**Bank Total (excluding void checks):**	**32,463.57**
Total Payments:	**33**	**Grand Total (excluding void checks):**	**70,029.97**

Fireworks Sale Permit Application

Organization/Business*

Wholesale Fireworks Enterprises

Kansas Sales Tax Number*

20-4183606

Responsible Party*

Jacob Marietta

Application Date*

2/26/2024

Fee

$6000

Street Address*

PO Box 780604

City*

Wichita

State*

KS

Zip Code*

67278

Display

Date of Event

mm/dd/yyyy

Street Address

Retail Sale

Dates Open

6/27/2024 — 7/4/2024

Street Address

1201 E Ross Clearwater, KS 67026

Send payment to City of Clearwater PO Box 453 Clearwater, KS 67026

For Office Use Only

Pynette White
2-26-24

Permit Number

City Clerk

Fire Chief

Date

mm/dd/yyyy

Date

mm/dd/yyyy

PAID

w/2 checks one $5,000 (2.26.24) # 32604

MAR 04 2024 $1,000 (3.4.24) # 32739

CITY OF CLEARWATER

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

Permit #: BUFDA001
WHOLESALE FIREWORKS ENTERPRISES
P O BOX 780604
WICHITA KS 67278

Is Granted This Permit As: **Fireworks Distributor Consumer Fireworks**

To perform duties as a Fireworks Distibutor as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1124, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until 4/1/2025 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5.

Issued: 4/1/2024

Expires: 4/1/2025

Wally Roberts
Chief of Investigations

Division of Taxation
915 SW Harrison St
Topeka KS 66625-2007
Nick Jordan, Secretary of Revenue
Steve Stotts, Director of Taxation

Kansas
Department of Revenue

WFE Kansas State Sales Tax

Phone: 785-368-8222
FAX: 785-296-2073
www.ksrevenue.org
Sam Brownback, Governor

May 7, 2014

WHOLESALE FIREWORKS ENTERPRISES LLC
PO BOX 780604
WICHITA, KS 67278-0604

Attached is your Kansas retailers' sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at http://www.ksrevenue.org/eservices.htm or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE
Division of Taxation

www.ksrevenue.org

RETAILERS' SALES TAX REGISTRATION CERTIFICATE

Wholesale Fireworks Enterprises LLC
1611 W Ledgerwood Rd
Andover, KS 67002-7821

Tax Account Number: 004-204183606F-01
Inception Date: 01/19/2006
Filing Frequency: Monthly

This Registration Certificate is valid until canceled and is not transferable.

SACERT

100311

2014 Clearwater

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:
INSURED Wholesale Fireworks Enterprises LLC 1611 Ledgerwood Drive Andover KS 67002	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Arch Speciality Ins Co	21199
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 682739928 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			052115105	2/15/2024	2/15/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			UXP1037038-04	2/15/2024	2/15/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Sales Location: 2014 Clearwater - 801 E Ross Clearwater, KS
Add'l Insured: City of Clearwater; USD 264 Clearwater Schools;

CERTIFICATE HOLDER	CANCELLATION
2014 Wholesale Fireworks Enterprises, LLC PO Box 780604 Wichita KS 67278	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: March 12, 2024
Re: Administration Report

- The sign at Park Glen and Park Glen Estates was knocked down again on March 6th. There are cones in the median marking the area.
- The court clerk attended the annual Kansas Association of Court Management training.
- The city clerk and I will attend the KRWA show on March 27th.
- Still waiting on a petition and utility easement for Salt Creek Ct. light request.
- Reviewing cost saving options for municipal code hosting and city website hosting for the 2025 budget.
- We received notification from Renn and Company that our wind and hail deductible with EMC would be increasing from $5,000 to $25,000. With this information the city clerk has been looking into other options for coverage. EMC has also notified us that they would re-evaluate the deductible and get back with us.
- We have started taking applications for lifeguards.
- The city attorney is working with PEC on the contract for the sketches. As soon as both parties agree to the terms of the contract, I will execute it and get started on the sketch.
- The City Leaders Academy, formerly Governing Body Institute, is set for April 12 – 13. If you are interested in attending, please let Jaye know. S. Warkins has already signed up to attend.

Dates to Remember

- March 18th – Fall Festival Meeting
- April 5th – Art Walk
- April 12-13 – City Leaders Academy
- April 30th – Council Budget Workshop

Active Nuisances/ Code Violations

- 131 S Prospect

To: Mayor and City Council

From: Jared Dinwiddie

Clearwater Fire Chief

Date: March 7th, 2024

Re: Fire Department Staff Report

- Clearwater Fire responded to **14** medical calls and **1** fire call since our last report.
- Average response time for SGCO EMS on medical calls has been around **19** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **0** emergency calls.
- To Date: The CRV has been unstaffed **3** times.
- The department attended storm spotter class (held at the fire station) on the 5th.
- The department submitted a grant request to Brothers Helping Brothers in the amount of $163,219 for the purchase of new mobile and portable radios to replace and update our current inventory.
- Chief Dinwiddie, CMO Patrick, and Lt. Cowherd will travel to Appleton WI March 28th-30th to conduct a final inspection of the new engine at the Pierce factory.
- Toolboxes are being constructed to be placed on Br71. Once completed, the refurbishment of Br71 will be complete.
- Contacted the KS Forestry Service about the ownership of the '84 AM General (T72). It is government property and would have to be returned to the state if the city decides to do away with it. Contacted Emergency Fire Equipment for an estimated cost to refurb the vehicle with a smaller tank and new bed.
- Br72 will have new tires installed on it on the 11th.

- Pictures of the production process for the new engine can be found on Conrad Fire's website (conradfire.com). Click on the "Apparatus in Production" tab at the top of the home page, and then click on "38400 Clearwater, KS" tab to view our truck. (*https://conradfire.com/apparatus/38400-clearwater-ks/*)

To: Mayor and City Council
From: Kirk Ives, Chief of Police
Date: March 7, 2024
Re: Police Department Staff Report

Officers:

All the officers are doing very well and very busy.
SGT Pickens has been at training all this week.

Police Clerk:

Trish is still very busy with SPV permits.

Building:

Has no issues currently.

Vehicles:

We received the 2022 Blue Charger (#1) and I am very happy with it. I do have to wash it a lot. The Blue shows everything.
The new 2023 Ford Explorer (3#) is also doing great. Lt Gearhardt is very happy with it.
Both 2020 Durango's (#2 and #5) had the tires replaced this week.
The 2020 Durango (#5) had a water leak in my last report. It is now fixed and is running well.
The 2021 Ford Explorer (#4) is also running great with no issues.

Matters of interest since last meeting on Police Activity:

We have had 65 dispatched/report calls with 10 arrests and 18 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members
From: Cole Hollis, Public Works Director
Date: March 12, 2024
Subject: Public Works Summary

Office Expansion:

- Drywall mudding continues
- Texture ceiling in new office
- Paint ceiling and walls in new office

Normal Operation:

- We continue to change out ¾ meters
- Repair service leak at 9001 W. 103rd Street S.
- Decker Electric scheduled to evaluate lights at sports complex (March 7th)
- Musco contacted to replace lights at city ball field (after March 11th)
- 1st Base replaced at field 2
- Foul Ball Nets mended at fields 1&2
- Replaced backstop boards as needed fields 1&2
- F-250 (diesel) fuel system scheduled to be serviced (March 14th)
- Commodities Fruit pick up
- De-winterized city park restrooms and concessions
- Ordered replacement swing seats for park
- Locksmith at museum we choose to repair the hardware we have. Waiting on parts now.
- Added road Gravel to W Wood and speed moved all dirt roads
- Salt/sand Spreader emptied and removed from F-350
- Installed new pool toys and assembled benches and table for pool
- The West half of shop roof has been replaced

Clearwater Senior Center

Staff Report

March 7, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

March looks like it's going to be a great month of learning and fellowship. We had the best turnout for Biscuits and Gravy on March 2. We served approximately 85-90 people. Many of which I had not seen before. We are looking at continuing B&G when on the first Saturday when there are 5 Saturdays in the month.

At Lunch & Learn, Tuesday, March 12, we will hear from K-State Research Extension office about their new program we will be starting on the 4th Thursday of the month. This series will be 6 months long and is called Fresh Conversations.

Friday, March 15 will be our annual Baked Potato Bar. This event is open to all ages, so please spread the word. There is no charge and will only be taking donations.

Respectfully,
Amber Ives
Senior Center Coordinator

Attendance	Monthly Participants (Unduplicated)	New to the Center	Commodities
January	60	1	0
February	96	13	42

City of Clearwater
City Council Meeting
March 12, 2024

GO Bond Series 2024

Context: On January 9, 2024 Council adopted ordinance 1106 levying special assessments for Park Glen Estates Phase 2 and Resolution 03-2024 authorizing the sale of General Obligation bonds.
Property owners were notified by mail with options to pay in whole or part to the City by February 15, 2024 their portion of the improvements on their property. The City Clerk received one payment for Lot 5, Block 2 and notified Larry Kleeman, Ranson Financial, and Kevin Cowan, Gilmore and Bell.
The next step in the process is to

1. Adopt Ordinance 1107 – *Authorizing and providing for the issuance of General Obligation Bonds, Series 2024, of the City of Clearwater, Kansas; Providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the said bonds as they become due; Authorizing certain other documents and action in connection therewith; and making certain covenants with respect thereto.*
2. Adopt Resolution 06-2024 – Prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2024, of the City of Clearwater, Kansas, previously authorized by ordinance 1107 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.
3. Authorize the Mayor and Clerk to execute the closing documents.

Financial: The bond payment will be reimbursed through special assessments to the city annually.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Recommended Actions

1. Adopt Ordinance 1107
2. Adopt Resolution 06-2024
3. Authorize the Mayor and City Clerk to execute the closing documents.

Gilmore & Bell, P.C.
02/22/2024

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MARCH 12, 2024**

The Governing Body (the "Governing Body") met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *
(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2024, dated March 29, 2024, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [_______________ ____________], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

Councilmember ____________ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Councilmember ____________. The motion was carried by a vote of the Governing Body as follows:

Yea: ____

Nay: ____

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF CLEARWATER, 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.

Councilmember ____________________ moved that the Ordinance be passed. The motion was seconded by Councilmember ____________________. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: ____.

Nay: ____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [____], was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF CLEARWATER, 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.

Councilmember ____________________ moved that the Resolution be adopted. The motion was seconded by Councilmember ____________________. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Yea: ____.

Nay: ____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [__], and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Clearwater, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

____
Clerk

(Signature Page to Excerpt of Minutes)

EXHIBIT A
BID TABULATION

CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS

Dated: March 29, 2024	Sale Date: March 12, 2024
Series 2024	11:00 A.M., Central Time
	Max Interest Rate: [___]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
02/22/2024

ORDINANCE NO. [____]

OF

THE CITY OF CLEARWATER, KANSAS

PASSED

MARCH 12, 2024

GENERAL OBLIGATION BONDS
SERIES 2024

(PUBLISHED IN THE ***TIMES-SENTINEL*** ON MARCH 21, 2024)

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF CLEARWATER, 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 Clearwater, Kansas (the "City") is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq*., as amended, and other provisions of 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:

Project Description	Res. No.	Authority (K.S.A.)	Authorized Amount
Park Glen Estates Addition—Phase 2			
Street, secondary entrance, water and sewer improvements	08-2020 and 26-2023	12-6a01 *et seq.*	$1,150,300

; 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 $1,085,000, with $623,628.94 of said cost to be paid by the owners of the property within the City benefited by the Improvements and with $461,371.06 of said cost to be paid by the City at large, and that the owners of the property benefited by the Improvements have paid $15,392.71 in cash into the City Treasury on account of the Improvements and there is $_________* available from [bond sale premium][reduction in Bond capitalized interest] to pay part of said cost, leaving $1,060,000* 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 a portion of the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $1,060,000* of its general obligation bonds, together with bid premium thereon, to pay a portion of the costs of the Improvements.

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 GOVERNING BODY OF THE CITY OF CLEARWATER, 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*., and K.S.A. 12-6a01 *et seq*., 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 2024, dated March 29, 2024, authorized by this Ordinance.

"City" means the City of Clearwater, 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.

"City Administrator/City Treasurer" means the duly appointed and acting City Administrator/City Treasurer of the City or, in the City Administrator/City Treasurer's absence, the duly appointed Deputy, Assistant or Acting City Administrator/City Treasurer of the City.

"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 2020 Notes maturing in 2024 in the aggregate principal amount of $1,210,000.

"Series 2020 Notes" means the City's General Obligation Temporary Renewal and Improvement Notes, Series 2020, dated November 10, 2020.

"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 2024, of the City in the principal amount of $1,060,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (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 in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable] 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 and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments 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 and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments 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 and/or assessments are collected.

Section 6. Further Authority. The Mayor, City Administrator/City Treasurer, 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the Governing Body on March 12, 2024 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on March 12, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the ***Times-Sentinel*** on March 21, 2024.

DATED: March 21, 2024.

____
Clerk

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(PUBLISHED IN THE ***TIMES-SENTINEL*** ON MARCH ___, 2024)

SUMMARY OF ORDINANCE NO. [____]

On March 12, 2024, the governing body of the City of Clearwater, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF CLEARWATER, 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.

The Series 2024 Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, 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. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 129 E. Ross, Clearwater, Kansas 67026. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at https://www.clearwaterks.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: March ___, 2024.

____
City Attorney

Gilmore & Bell, P.C.
02/22/2024

RESOLUTION NO. [__]

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

MARCH 12, 2024

GENERAL OBLIGATION BONDS
SERIES 2024

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EXHIBIT A – FORM OF BONDS A-1

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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 2024, OF THE CITY OF CLEARWATER, 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.

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; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $1,060,000* to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, 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*., and K.S.A. 12-6a01 *et seq*., 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 Treasurer of the State of Kansas, 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 2024, 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 Clearwater, Kansas.

“City Administrator/City Treasurer” means the duly appointed and acting City Administrator/City Treasurer of the Issuer or, in the City Administrator/City Treasurer's absence, the duly appointed Deputy, Assistant or Acting City Administrator/City Treasurer of the Issuer.

“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 2024 created pursuant to ***Section 501*** hereof.

“Dated Date” means March 29, 2024.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2024 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.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"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 (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) 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 2024 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 April 1 and October 1 of each year, commencing October 1, 2024.

"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
129 E. Ross, P.O. Box 453
Clearwater, Kansas 67026
Fax: (620) 584-3119

(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, 4th 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 Treasurer of the State of Kansas, Topeka, Kansas and any successors and assigns.

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

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

"Purchase Price" means the 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 2020 Notes maturing in the year 2024 in the aggregate principal amount of $1,210,000.

“Refunded Notes Redemption Date” means April 1, 2024.

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

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

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

“Series 2020 Notes” means the Issuer's General Obligation Temporary Renewal and Improvement Notes, Series 2020, dated November 10, 2020.

“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 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 $1,060,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (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

Stated Maturity October 1	Principal Amount	Annual Rate of Interest		Stated Maturity October 1	Principal Amount	Annual Rate of Interest
2025	$35,000	[____]%		2035	$50,000	[____]%
2026	40,000	[____]%		2036	55,000	[____]%
2027	40,000	[____]%		2037	55,000	[____]%
2028	40,000	[____]%		2038	60,000	[____]%
2029	45,000	[____]%		2039	60,000	[____]%
2030	45,000	[____]%		2040	65,000	[____]%
2031	45,000	[____]%		2041	65,000	[____]%
2032	45,000	[____]%		2042	70,000	[____]%
2033	50,000	[____]%		2043	70,000	[____]%
2034	50,000	[____]%		2044	75,000	[____]%

[TERM BONDS

Stated Maturity October 1	Principal Amount	Annual Rate of Interest
20__	$_______	_____%]

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 Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the 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, electronic or facsimile signature of the Mayor, attested by the manual, electronic 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, electronic 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, electronic 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 February 8, 2024, 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 the SEC Rule and 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 2032, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2031, 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:

Principal Amount	**Year**
$	
	*

____
*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:

Principal Amount	**Year**
$	

[____]*

*Final Maturity]

[(c) *20__ Term Bonds*.] The 20__ 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 20__ Term Bonds:

Principal Amount	**Year**
$	
	20__*

*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, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. 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 in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable 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 and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments 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 and/or assessments 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 AND OTHER MONEYS

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 2024.

(b) Debt Service Account for General Obligation Bonds, Series 2024 (within the Bond and Interest Fund).

(c) Costs of Issuance Account for General Obligation Bonds, Series 2024.

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 and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds and an amount of Bond proceeds representing interest on the Bonds coming due on the first Interest Payment Date shall be deposited in the Debt Service Account.

(b) An amount of Bond proceeds necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

(d) In addition to proceeds of the Bonds, the Issuer will deposit into the Improvement Fund the amount of $15,392.71, representing special assessments paid in cash for the Improvements.

(e) Simultaneously with the issuance of the Bonds, the Issuer shall transfer unspent Series 2020 Note proceeds to the Improvement Fund to provide for payment of the Refunded Notes.

Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; and (b) retiring the Refunded Notes on the Refunded Notes Redemption Date.

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 Clerk (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 Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. 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 depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this 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; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service 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

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. 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 1002. 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 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of 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 1004. 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 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, City Administrator/City Treasurer 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 1007. 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 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. 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 March 12, 2024.

(SEAL)

____
Mayor

ATTEST:

____
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 March 12, 2024, as the same appears of record in my office.

DATED: March 12, 2024.

____
Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED	**REGISTERED**
NUMBER __	**$**

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 CLEARWATER
GENERAL OBLIGATION BOND
SERIES 2024

Interest Rate:	**Maturity Date:**	**Dated Date: March 29, 2024**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Clearwater, 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 April 1 and October 1 of each year, commencing October 1, 2024 (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 next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to 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 Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2024," aggregating the principal amount of $1,060,000* (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. 12-6a01 *et seq*., 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 in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable 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.

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

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

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

CITY OF CLEARWATER, KANSAS

(Facsimile Seal)

By: (facsimile)
Mayor

ATTEST:

By: (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2024, of the City of Clearwater, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _________________

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

By ______________________________

Registration Number: ______________

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)

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 CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Clearwater, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of March 29, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, 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

Gilmore & Bell, P.C.
2/16/2024

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF MARCH 29, 2024

BY

CITY OF CLEARWATER, KANSAS

$1,060,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024
DATED MARCH 29, 2024

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of March 29, 2024 (the "Continuing Disclosure Undertaking"), is executed and delivered by **THE CITY OF CLEARWATER, KANSAS** (the "Issuer").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2024A (the "Bonds"), pursuant to an Ordinance and Resolution adopted by the governing body of the Issuer (collectively the "Bond Resolution").

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). The Issuer is the only "obligated person" with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to, and as described in, ***Section 2*** of this Continuing Disclosure Undertaking, which may include the Issuer's Annual Comprehensive Financial Report, if any, so long as the Annual Comprehensive Financial Report contains the financial information and operating data described in ***Section 2(a)(1)*** and ***(2)***.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"Material Events" means any of the events listed in ***Section 3*** of this Continuing Disclosure Undertaking.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the November 1 immediately following the end of the Issuer's Fiscal Year, commencing with the year ending December 31, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in ***Exhibit A*****,** in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under ***Section 3***, and the Annual Report deadline provided above shall automatically become the first day of the eleventh month after the end of the Issuer's new fiscal year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the obligated person;
(13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
(15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in ***Section 2(a)***, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this ***Section 3***.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under ***Section 3***.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under ***Section 3***, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF CLEARWATER, KANSAS

(SEAL)

____
Mayor

____
Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in tables in the following sections contained in ***Appendix A*** of the final Official Statement relating to the Bonds:

FINANCIAL INFORMATION
· Assessed Valuation
· Property Tax Levies and Collections
 -Tax Rates
 -Aggregate Tax Levies
 -Tax Collection Record
 -Major Taxpayers
DEBT STRUCTURE
· Current Indebtedness of the City*
 -General Obligation Bonds
 -Temporary Notes
 -Certificates of Participation
 -Revenue Bonds
 -Capital Lease Obligations
 -Loan Obligations
 -Public Building Commission Revenue Bonds Outstanding

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.

Gilmore & Bell, P.C.
2/22/2024

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$1,060,000*

CITY OF CLEARWATER, KANSAS

GENERAL OBLIGATION BONDS
SERIES 2024

DATED MARCH 29, 2024

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

$1,060,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024
DATED MARCH 29, 2024

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise requested, for the above referenced issue (the “Bonds”), and distributed as follows:

1. City of Clearwater, Kansas (the “Issuer”)
2. Jennifer Hill, Esq., Wichita, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas
4. Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent”)
5. [_________], [___________] (the “Original Purchaser”)
6. Ranson Financial Group, LLC, Wichita, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. Park Glen Estates Addition Phase 2 – Street, Water and Sewer Improvements
   - Engineer's Estimates
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 08-2020
   - Resolution No. 08-2020 authorizing street, water and sewer improvements (recorded)
   - Affidavit of Publication of Resolution No. 08-2020
   - Amended Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 26-2023
   - Resolution No. 26-2023 authorizing street, water and sewer improvements (recorded)
   - Affidavit of Publication of Resolution No. 26-2023

SPECIAL ASSESSMENT PROCEEDINGS

2. Excerpt of Minutes of the governing body meeting accepting the following documents:
   - Statement of Final Costs
   - Assessment Roll Certification
   - Notice of Public Hearing
   - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

3. Affidavit of Publication – Notice of Public Hearing

4. Certificate of Mailing – Notice of Public Hearing

5. Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 1106

6. Ordinance No. 1106 levying special assessments

7. Affidavit of Publication of Ordinance No. 1106

8. Certificate of Mailing – Notice of Assessment

9. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

10. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 3-2024

11. Resolution No. 3-2024 authorizing the offering for sale of the Bonds

12. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

13. Affidavit of publication of the Notice of Intent to Seek Private Placement in the ***Times-Sentinel***

14. Affidavit of publication of the Notice of Intent to Seek Private Placement in the ***Kansas Register***

15. Official Statement

16. Continuing Disclosure Undertaking

17. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. [____] and adoption of Resolution No. [_]-2024

18. Ordinance No. [____] authorizing the issuance of the Bonds

19. Summary of Ordinance No. [____] and Affidavit of publication thereof

20. Resolution No. [_]-2024 prescribing the form and details of the Bonds

CLOSING DOCUMENTS

21. Transcript Certificate
    Exhibit A – Statement of Costs
    Exhibit B – Schedule of Outstanding General Obligation Indebtedness

22. Uniform Facsimile of Signature Certificates

23. Authorization of State Treasurer to use facsimile signature and seal

24. Specimen Bond and Bond Printer's Certificate

25. Agreement Between Issuer and Agent

26. DTC Documents
    - Blanket Letter of Representations
    - Underwriting Safekeeping Agreement

27. Closing Certificate

28. Federal Tax Certificate
    Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
    Exhibit B – Receipt for Purchase Price
    Exhibit C – Receipt and Representation
    [***Exhibit C-1*** – Certificate of Financial Advisor]
    Exhibit D – Description of Property Comprising the Financed Improvement
    Exhibit E – Sample Annual Compliance Checklist
    Exhibit F – Sample Final Written Allocation
    Exhibit G –Allocation of Sources and Uses
    Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

29. Approving legal opinion of Gilmore & Bell, P.C.

30. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

31. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

$1,060,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024
DATED MARCH 29, 2024

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and do hereby certify as of March 12, 2024, as follows:

1. **Meaning of Words and Terms.** Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. **Organization**. The Issuer is a legally constituted city of the third class organized and existing under the laws of the State of Kansas.

3. **Transcript of Proceedings**. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. **Newspaper**. ***The Times-Sentinel*** was the official newspaper of the Issuer at all times during these proceedings.

5. **Meetings**. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. **Incumbency of Officers**. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

Series 2024		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2028
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2028
Crystal Walter	Councilmember	01/2021 to 01/2026
Tim Robben	Councilmember	01/2022 to 01/2026
Chad Pike	Councilmember	01/2020 to 01/2024
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2028

Samantha Warkins	Councilmember	01/2024 to 01/2028
Jaye Poe	Clerk	N/A

Series 2020		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2024
	Councilmember	04/2013 to 04/2015
Shirley Palmer-Witt	President/Councilmember	01/2018 to 01/2022
Yvonne Coon	Councilmember	01/2018 to 01/2022
Chris Griffin	Councilmember	04/2013 to 01/2022
Chad Pike	Councilmember	01/2020 to 01/2024
Justin Shore	Councilmember	01/2020 to 01/2024
Courtney Zollinger	Clerk	N/A
Ron Marsh	City Administrator	N/A

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 et seq., as amended, Ordinance No. [____] and Resolution No. [_]-2024 of the Issuer duly adopted by the Governing Body of the Issuer on March 12, 2024 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying a portion of the costs of certain street, sanitary sewer and water improvements (the "Improvements").

(b) retiring the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Amount***
General Obligation Temporary Renewal and Improvement Notes	2020	November 10, 2020	April 1, 2024	$1,210,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as ***Exhibit A*** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. **Bonded Indebtedness**. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as ***Exhibit B*** and made a part hereof by reference as though fully set out herein.

10. **Valuation**. The total assessed valuation of the taxable tangible property within the Issuer for the year 2023 is as follows:

Equalized Assessed Valuation of Taxable Tangible Property	$22,393,359
Tangible Valuation of Motor Vehicles...	3,254,446
Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations	$25,647,805

11. **Non-litigation.** There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2024, Dated March 29, 2024, of the City of Clearwater, Kansas

Sources of Funds:	
Principal Amount of the Bonds	$1,060,000*.00
Available funds of the Issuer	
Prepaid special assessments	15,392.71
Remaining Series 2020 Temporary Note funds	215,021.11
[Underwriter's Discount]	-
[Original Issue Premium]	
[Original Issue Discount]	-
Total	***$***
Uses of Funds:	
Deposit to Improvement Fund	$
Capitalized Interest	
Costs of Issuance	
Total	

601005.20090\CLOSING DOCS

EXHIBIT B

CITY OF CLEARWATER, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of March 29, 2024)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Exempt From Debt Limit
General Obligation Bonds	2013	03/29/2013	10/01/2028	$440,000	$165,000	$80,405 (48.73%)
General Obligation Bonds	2014	04/01/2014	10/01/2034	790,000	510,000	288,660 (56.60%)
General Obligation Bonds	2015-A	07/15/2015	10/01/2026	940,000	305,000	188,185 (61.70%)
General Obligation Bonds	2017-A	12/12/2017	12/01/2033	611,000	450,000	205,245 (45.61%)
General Obligation Bonds	2021	09/27/2021	10/01/2042	400,000	385,000	30,762 (7.99%)
General Obligation Bonds[2]	2024	03/29/2024	10/01/2044	1,060,000*	1,060,000*	293,408* (27.68%)
Totals					***$2,895,000****	***$1,086,665***

[1] A substantial portion of the bonds to be paid from Sewer System Revenues
[2] This issue

TEMPORARY NOTES

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Exempt From Debt Limit
General Obligation Temporary Renewal and Improvement Notes[3]	2020	11/10/2020	04/01/2024	$1,785,000	$0	$0
General Obligation Temporary Notes	2021A	07/28/2021	10/01/2024	390,000	390,000	0 (0%)
General Obligation Temporary Notes	2022A	10/13/2022	10/01/2025	1,060,000	1,060,000	658,721 (62.14%)
General Obligation Temporary Notes	2023A	04/13/2023	10/01/2026	1,015,000	1,015,000	1,015,000 (100%)
General Obligation Temporary Notes	2023B	12/14/2023	10/01/2026	1,700,000	1,700,000	1,113,160 (65.48%)
Totals					$4,165,000	$2,786,881

[3] Excludes Refunded Notes to be refunded from the proceeds of the Bonds.

AGREEMENT BETWEEN ISSUER AND AGENT

$1,060,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024
DATED MARCH 29, 2024

THIS AGREEMENT, dated as of March 29, 2024, between the City of Clearwater, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the "Securities"), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq*., except as specifically provided in this Agreement.

E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $1,350, based on a percentage of the aggregate principal amount of the Securities as follows:

1/8 of 1% (.125%) of the first $10,000,000
1/16 of 1% (.0625%) of the next $15,000,000
1/32 of 1% (.03125%) of the next $25,000,000
1/64 of 1% (.015625%) of the next $50,000,000
1/128 of 1% (.0078125%) over $100,000,000.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of $1,000 or $5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of $1,000 or $5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of $1,000 or $5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of $1,000 or $5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. ***INTEREST CALCULATIONS***

Agent shall calculate interest on the basis of $1,000 and $5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. ***REDEMPTIONS***

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[***Mandatory Redemption***. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as ***Appendix I***.]

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. ***MISCELLANEOUS***

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any "blank" Securities held for purpose of exchange or transfer.

J. ***REPORTS***

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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CITY OF CLEARWATER, KANSAS

By ______________________________
Mayor

(SEAL)

ATTEST:

By ______________________________
Clerk

OFFICE OF THE TREASURER OF THE STATE OF KANSAS

(SEAL)

By ______________________________
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

	\$5,000.00000	Bond Unit
x	.06875	Interest Rate
=	343.750000	Rounded to six decimal places
/	360	Days per year
=	.954861	Rounded to six decimal places
x	180	Day in interest period
=	171.874980	(Rounded to second decimal = \$171.87)

Unit interest is then multiplied by the number of units in the maturity.

[*APPENDIX I*

**NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024, DATED MARCH 29, 2024**

Notice is hereby given that pursuant to the provisions of ***Article III*** of Resolution No. [_]-2024 (the "Bond Resolution") of [the] City of Clearwater, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature in [2044][20__][20__] (the "Called Bonds"), have been called for mandatory redemption and payment on October 1, [20__] (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas (the "Bond Registrar and Paying Agent").

[Nos.]	**Maturity Date (October 1)**	**Principal Amount**	**Interest Rate**	**CUSIP Number**
	20__			

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than $5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF CLEARWATER, KANSAS

By ___________________________________

Treasurer of the State of Kansas,
Topeka, Kansas]

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF CLEARWATER, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**$1,060,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024
DATED MARCH 29, 2024**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on March 29, 2024 (the "Closing Date"), the City of Clearwater, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [_________], [________], as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Jaye Poe, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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CITY OF CLEARWATER, KANSAS

Dated: March 12, 2024

By: ______________________________
Clerk

OFFICE OF THE TREASURER OF THE STATE OF KANSAS, As Agent

Dated: ________________

By: ______________________________
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: ________________

By: ______________________________
Title: ____________________________

Gilmore & Bell, P.C.
2/22/2024

CLOSING CERTIFICATE

$1,060,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2024
DATED MARCH 29, 2024

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and certify as of March 29, 2024 (the "Issue Date"), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated March 12, 2024 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 et seq., as amended, Ordinance No. [____] and Resolution No. [__]-2024 of the Issuer duly adopted by the Governing Body of the Issuer on March 12, 2024 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying a portion of the costs of certain street, sanitary sewer and water improvements (the "Improvements").

(b) retiring the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Amount***
General Obligation Temporary Renewal and Improvement Notes	2020	November 10, 2020	April 1, 2024	$1,210,000

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, 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 pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to 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, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. **Sale of Bonds**. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated January 9, 2024 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

6. **Official Statement.** The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled "The Depository Trust Company," "Ratings," "Legal Matters," "Tax Matters," and ***Appendices B***, ***C*** and ***D***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. **Continuing Disclosure Undertaking.** The Issuer has heretofore executed a Continuing Disclosure Undertaking (the "Disclosure Undertaking"), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

8. **Non-Litigation**. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best or our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds, which are not disclosed in the final Official Statement.

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WITNESS our signatures and the seal of the Issuer.

____
Mayor

(SEAL)

____
Clerk

[FORM OF BOND COUNSEL OPINION]

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

[March 29, 2024]

Governing Body
City of Clearwater, Kansas

[Purchaser]
[Purchaser City, State]]

Re: $1,060,000* General Obligation Bonds, Series 2024, of the City of Clearwater, Kansas, Dated March 29, 2024

We have acted as Bond Counsel in connection with the issuance by the City of Clearwater, Kansas (the "Issuer"), of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

City of Clearwater
City Council Meeting
March 12, 2024

Pool Surface Sand Blasting

Context: The pool deck paint has started peeling up over the last couple of year. Public Works Director, Cole Hollis, believes this was due to a chemical imbalance that occurred during that time. Since then, the water quality has been closely monitored by Hollis and has been consistently good. However, due to the imbalance a couple years ago paint continues to chip even with fresh coats of paint.
It is recommended to have the pool deck sand blasted to remove the effected layers and re-apply the paint.
Hollis contacted 3 vendors and 2 were willing to quote for the work.

Dustless J & R Sales	$32,000
3JL Mobile Blasting	$30,000

After the sand blasting the Public Works department will re-paint the pool deck. The cost of the paint will be around $3,500.

It will be necessary to start the project soon so the pool will be ready to fill at the beginning of May.

Financial: The city has been putting funds aside in equipment reserve for the pool surface. The balance for the project is $35,359. By using equipment reserve funds this will not impact the general fund budget.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve 3JL Mobile Sandblasting.

DUSTLESS
J & R
SALAS
BLASTING SERVICES LLC

(316) 209-3695
OWNER: JOSE SALAS

Job Estimate	
DATE	03 / 05 / 2024

BILL TO

Clearwater Aquatic Center
Clearwater, Kansas 67026
(316) 833-1571

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
Preparation, sandblasting, and cleaning an area of approx. of 10,000 SF. of a swimming pool			$ 32,000.00
SUBTOTAL			

COMMENTS

SUBTOTAL	
DISCOUNT	
TAX RATE	
TAX	
TOTAL	$ 32,000.00

DUSTLESS
J & R
SALAS
BLASTING SERVICES LLC
(316) 209-3695
OWNER: JOSE SALAS

BALANCE DUE (in USD)

Thank You For Your Business!

3JL MOBILE BLASTING

Jason Weber 316-323-7756
Lyndon Mathews 316-303-7836
email: 3JLmobileblasting@gmail.com
website: www.3JLmobileblasting.com

Surface Blasting and Cleaning Estimate

10136

Today's Date	Customer Information
2/27/203	Name: Clearwater Public works / Company / Contact: Cole Hollis
	Address: 401 Ross ave
Date of Service	City: Clearwater State: KS ZIP: 67026
available 03/10/2023	Email: chollis@clearwaterks.org Phone: 620-584-6731

Coating(s) to Remove	Surface(s) to Blast	Sq. Ft.	Cost
☒ Paint	☐ Auto/Automotive Parts		
☐ Rust	☐ Brick/Stone		
☐ Body Filler/Bondo	☒ Concrete/Asphalt quoted 10,000 sqft	3.00 sqft	30,000.00
☒ Epoxy	☐ Wood/Decking		
☐ Powder Coating	☐ Pool/Plaster		
☐ Graffiti	☐ Boat/Vessel		
☐ Stain	☐ Equipment/Machinery		
☐ Grease	☐ Steel		
☐ Calcium	☐ Fiberglass		
☐ Other ______	☐ Other ______		
☒ Preparation	Customer | 3JL Mobile Blasting (circle one) is responsible.		
☒ Cleanup	Customer | 3JL Mobile Blasting (circle one) is responsible.		
☒ Sales Tax	[illegible] % 7.5%		2,250.00

Additional Comments: Deposit Required 2 wks prior to service. Price subject to change. Dependent upon material usage.

TOTAL: $ 32,250

Deposit Amount: 25% 7,500.00

Deposit Paid:

Terms & Conditions

To prevent flash rust, please prime any metal surface as soon as possible after blasting, not to exceed 72 hours. Do not expose to moisture, touch with bare hands, or expose to body oils.

3JL Mobile Blasting is not affiliated with MMLJ Inc. or Dustless Blasting® and is solely responsible for work conducted.

*Consult local regulations on proper disposal of blasting products

Acceptance of Estimate

The above prices and specifications are satisfactory and are accepted.

Signature ______________________

Date ______________________

City of Clearwater
City Council Meeting
March 8, 2024

Consider Annexation Ordinance 1108

Context: In February 2024 the city received a Consent for and Petition to Annex into the corporate limits of the City of Clearwater from the property owners at 8240 S Butterfly St. At the February 13, 2024, meeting the Governing Body adopted Resolution 04-2024 finding it advisable to annex the referenced property. Per state statute, that resolution was sent to the Sedgwick County Board of County Commissioners and at their March 6th meeting the Sedgwick County BOCC adopted resolution 045-2024 releasing the property for the City to annex.

The Governing Body needs to adopt a separate ordinance officially annexing the property into the city.

Once finished the new residential home would generate approximately $1,500 to connect to city services and around $4,000 in city property taxes based on similarly constructed homes in the area.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: It is recommended the City Council adopt Ordinance 1108 annexing 8240 S Butterfly St into Clearwater city limits.

(Summary First Published in the Times-Sentinel
on the 21st day of March, 2024.)

THE CITY OF CLEARWATER, KANSAS

ORDINANCE NO. 1108

AN ORDINANCE ANNEXING AND INCORPORATING CERTAIN LAND WITHIN THE BOUNDARIES OF THE CITY OF CLEARWATER, KANSAS PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF K.S.A. 12-520c.

WHEREAS, in February 1, 2024, a written Consent to and Petition for Annexation was filed with the City Clerk of the City of Clearwater, Kansas; and

WHEREAS, the land described in said written Consent to and Petition for Annexation is legally Lot 5, Block 1 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 8240 S Butterfly St, Clearwater, Kansas 67026, and is located between 79th Street South on the north, 135th Street West on the east, 87th Street South on the south and 151st Street West on the west; and

WHEREAS, said tract does not currently adjoin the boundaries of the City of Clearwater, Kansas but is proximate to and within the natural growth area of the City of Clearwater, Kansas and may be served with potable water from an existing adjacent City of Clearwater, Kansas water main; and

WHEREAS, K.S.A. 12-520c (c) requires that the Board of County Commissioners of Sedgwick County, Kansas, by a 2/3 vote of the members thereof, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas before the City of Clearwater, Kansas may annex such land; and

WHEREAS, on February 13, 2024 the governing body of the City of Clearwater, Kansas adopted Resolution Number 05-2024 finding it advisable, desirable, beneficial and in the interests of the public to island annex said land and requesting the Board of Sedgwick County Commissioners to find and determine that such annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas pursuant to K.S.A. 12-520c; and

WHEREAS, on February 14, 2024, the City of Clearwater, Kansas filed with the Sedgwick County Board of County Commissioners a certified copy of Resolution Number 05-2024, pursuant to K.S.A. 12-520c; and

WHEREAS, on March 6, 2024, the Sedgwick County Board of County Commissioners, by a 2/3 vote of the members thereof, adopted Resolution Number 045-2024 finding and determining that based upon the available evidence, the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas, pursuant to K.S.A. 12-520c; and

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

Section 1. <u>Annexation</u>

Pursuant to K.S.A. 12-520c, the following described land is hereby annexed and incorporated within the corporate limits of the City of Clearwater, Kansas, to-wit:

Lot 5, Block 1 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 8240 S Butterfly St Clearwater, Kansas 67026

Section 2. <u>Effective Date</u>

This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

Adopted by the City Council on this12th day of March 2024.

Approved by the Mayor this 12th day of March 2024.

____
Mayor, Burt Ussery

SEAL
ATTEST:

____
City Clerk, Jaye Poe

RESOLUTION NO. 045 - 2024

A RESOLUTION PURSUANT TO K.S.A. 12-520c TO FIND AND DETERMINE THAT THE PROPOSED ANNEXATION BY THE CITY OF CLEARWATER WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR THAT OF ANY OTHER INCORPORATED CITY LOCATED IN SEDGWICK COUNTY

WHEREAS, K.S.A. 12-520c sets forth a procedure where a city may request the Board of County Commissioners (the Board) to find and determine whether a proposed annexation by the City of Clearwater (the City) will hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County; and

WHEREAS, on February 14, 2024, the clerk of the City submitted a certified copy of City Resolution No. 05-2024 requesting the Board make the statutory finding; and

WHEREAS, the Board, after considering the information provided, has found and determined that the proposed annexation by the City will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, THAT THE CITY BE NOTIFIED OF THESE FINDINGS AND DETERMINATIONS:

Section I. On February 14, 2024, the clerk of the City filed with the Sedgwick County Board of County Commissioners a certified copy of Resolution No. 23-2023, pursuant to K.S.A. 12-520c. The certification date was February 13, 2024. The Board considered this matter at its regular agenda on March 6, 2024.

Section II. The land proposed to be annexed is located entirely within Sedgwick County, and it is described as the commonly known address of 8240 Butterfly St., Clearwater, which is located between 79th St. South on the north, 135th St. West on the east, 87th St. South on the south, and 151st St. West on the west, and is specifically described in the City's resolution cited in the above section.

Section III. The owners of the land described have consented to annexation into the City by filing a Consent for Annexation with the City.

Section IV. The Board hereby finds and determines that sufficient information has been presented to the Board to support a finding that the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County; and therefore, the Board finds and determines that based on the available evidence, the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County.

Section V. This resolution will take effect upon its passage. The County Counselor's office is directed to send a copy of this resolution by mail to the City.

[Remainder of page intentionally left blank, signature page follows]

Commissioners present and voting were:

PETER F. MEITZNER	aye
SARAH LOPEZ	Absent
DAVID T. DENNIS	aye
RYAN K. BATY	aye
JAMES M. HOWELL	aye

Dated this 6 day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

CLERK OF SEDGWICK COUNTY
SEDGWICK COUNTY
KANSAS
KANSAS

RYAN BATY, Chairman
Commissioner, Fourth District

Absent

SARAH LOPEZ, Chair Pro Tem
Commissioner, Second District

APPROVED AS TO FORM:

SAMANTHA SEANG
Assistant County Counselor

PETER F. MEITZNER
Commissioner, First District

DAVID T. DENNIS
Commissioner, Third District

JAMES M. HOWELL
Commissioner, Fifth District