City of Clearwater Council Meeting Agenda
Tuesday August 27, 2024, at 6:30pm
129 E Ross Clearwater, KS 67026

Please join my meeting from your computer, tablet, or smartphone.
https://www.gotomeet.me/ClearwaterCouncilMeeting
You can also dial in using your phone.
United States: +1 (669) 224-3412
Access Code: 304-128-245
New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/304128245

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. Consent for Annexation
6. **Staff Reports**
7. **Business**
    a. **Action:** GO Temporary Note Bids
    b. **Action:** AYSO Field Usage Agreement
    c. **Action:** Water Relocation/Insert Valve
    d. **Action:** Certified Engineering Design Contract Agreement
    e. **Action:** Amendment to Charter Ordinance 16 – Officers and Employees
    f. **Action:** Approve Contract with Freedom Claims Management, Inc
    g. **Update:** Sports Complex Master Plan
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 22
Ordinance: 1112
Resolution: 12-2024

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**
August 13, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

---

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

2. <u>Roll Call</u>
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.
The following staff members were present:
City Administrator Zollinger, City Clerk Poe, Amber Ives, Kirk Ives, Cole Hollis, Jared Dinwiddie and City Attorney, Jennifer Hill.
Others Present who spoke:
Becky Schievelbein.

3. <u>Approval of Agenda</u>
Mayor Ussery asked if there were any modifications to the agenda, item 7b hearing for 111 E. Nancy needed removed.

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

4. <u>Public Forum</u>
Becky Schievelbein wanted to thank the City for allowing the use of the Aquatic Center for Senior Swim. There were anywhere from 7-20 people who attended the Senior Swim regularly. They appreciated being able to get exercise in and games without children in the pool and hope to be able to have it again next year. She also expressed her appreciation for Amber and stated that she is doing a great job at the Center. Mayor Ussery stated that they will make sure the Senior Swim will be offered again in 2025.
Crystal Walter came in at 6:33 pm.

5. <u>Consent Agenda</u>
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
Treecycle Agreement

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

6. <u>Staff Reports</u>:

- Administration Office – Courtney Zollinger – Zollinger added that the street sweeping has not been completed yet.
- Fire Department – Jared Dinwiddie – Council was pleased to see 12/15 certified drivers were cleared to operate the new engine. Council discussed Old Engine 72 being auctioned off. Dinwiddie stated it is on Purple Wave and there is no reserve for bidding since it is auctioned off as is. Tender 72 is going back to the Forestry after all equipment has been removed.

- Police Department – Kirk Ives – Shore mentioned the types of calls going up and asked if any money needed allocated or programs brought in for them. Ives does not believe that is necessary, calls are up due to weather, time of year, school starting, there are many varied factors.
- Public Works/Parks – Cole Hollis – Warkins asked what the GPM was for the irrigation well, Hollis stated he believes it was 27. Council commented on how nice the crosswalks looked. Walter questioned if Clearwater was concerned with the Wichita water regulations that were just issued. Hollis explained that Clearwater has its own water wells and are governed by the water rights that have been applied for and granted. Wichita gets their water from Cheney, therefore is regulated differently. Council discussed different ideas for water conservation for Clearwater, maybe implementing a policy. Many residents in town have their own water wells and are not all registered. Robben mentioned adding a sealer on the Clearwater Entrance rock.
- Senior Center – Amber Ives – Ives added that the total unduplicated participants at the Senior Center is updated to 229 with 57 new people. It was announced on the news that Commissioner Sarah Lopez announced that Clearwater will be receiving the additional funding that was requested. The Senior Center normally receives 18,000 but has requested 35,000 for the 2025 budget. This will help cover the general fund for the Senior Center. Council asked what separated Clearwater from other centers that have applied for more funding. Ives believes it's the relationships built, the number of attendees increasing, the environment and the people being a contributing factor. The Center is assessed by the Department on Aging and CPAAA. The activities and educational events have increased at the Center, there were 63 people who attended the Lunch and Learn today.

7. <u>Business</u>

a. <u>2025 Budget Hearing</u>

Motion: ***Walter*** moved, ***Robben*** seconded to open the public hearing at 6:50 pm. Voted and passed unanimously.

The City of Clearwater's Revenue Neutral Rate (RNR) for the 2025 Budget is 58.887 Mills ($1,434,153). The current 2024 Mill Levy Rate is 64.044, but with increased assessed valuations 1 mill has more of a value in 2025 than 2024 therefore by staying RNR the mill levy will drop to 58.887. Proposed 2025 Budget: 2024 Assessed Valuation was $24,354. 2025 Proposed Mill Levy is 58.887. 2025 Taxes Budgeted $1,434,153. The published budget continues the same level of employees and services to the community as 2024 with some additions while staying RNR.
There were no questions or comments at this time.

Motion: ***Warkins*** moved, ***Shore*** seconded to close the public hearing at 6:52pm. Voted and passed unanimously.

b. <u>Employee Insurance</u>

At the July 30th workshop the governing body heard from HIC Agency Inc. talking about medical benefits for employees through Freedom Claims Management Inc (FCMI). The City has been contracted with the State Employee Health Plan (SEHP) since 2004. HIC presented an actuary that showed the risks of how many people in our group would max out on claims. Out of 41 people (this number includes employees and all dependents), 2.93 people would max out in one year on claims. If 100% of our employees and dependents utilized 100% of their insurance claims then the City's risk, in one year, would be $144,000. This is because the quoted plan is a total out of pocket of $7,100 per person or $14,200 for family. After those amounts are reached then BCBS will pay the rest of the claims. The first year the City would mirror the same insurance deductibles, co-pays, and premiums that would be set by SEHP so the employees and city would not see any differences in the first year. We are in contract with the State Employee Health Plan until December 31, 2025. If we were to move forward prior to our contract end date we would need to notify them by October 1, 2024. Per the contract we could be charged 2.5% of the remaining contract, which is equivalent to about $8,200. The city attorney should review and comment as necessary. The consensus of Council was to have HIC bring forward a contract for review as soon as possible so a decision can be sent to SEHP not to continue with them for 2025.

c. Recreation Commission Appointment Ordinance Amendment

The governing body has been considering the amendment to ordinance 569 amending how appointments are made by the city council to the Chisholm Trail Recreation Commission. Per state statue 12-1926 it states that the City and School District are to appoint two members each who reside within the taxing district. The fifth member is appointed by the four and must also reside in the taxing district. The Recreation Commission taxing district is the same as USD 264. Currently 4 of the 5 members live outside of the city limits which do not pay city taxes. The governing body has discussed that they would like to make sure the city's tax base has a representation on the Recreation Commission and has asked for a modification to the ordinance that would state this as well as follow KSA 12-1926. The other modification discussed was to have a member of council sit on the board to mirror what the school board does. The modification to the ordinance states: *Beginning with the next selection by the mayor, at least one appointment to the recreation commission by the City of Clearwater must, at the time of their appointment, be an elected council member. Beginning with the selection by the mayor following the appointment of an elected council member to the recreation commission pursuant to subpart (c) of this section, the remaining appointment to the recreation commission by the City of Clearwater must reside within the city limits of the City of Clearwater, Kansas.*

This change will not be in effect until the terms are up for each of the current people appointed by the city which is May of 2025 and 2026. Mayor Ussery wanted to reiterate that Council knew the 4-year term must be completed even if they did not get re-elected or re-run. The appointed member would have to resign from the rec board. It was discussed to add verbiage that they must be an elected council member and retain that residence within the City throughout the appointment.

Motion: ***Shore*** moved; ***Warkins*** seconded to adopt Ordinance 1111, modifying the City of Clearwater's Appointments to the Chisholm Trail Recreation Commission with the modifications discussed. Voted and passed unanimously.

d. Final Plat– Park Glen Estates Median

At the April 2nd Planning Commission meeting and lengthy discussion, they made a motion to vacate the median at the entrance of Park Glen Estates and give it to the Park Glen Estates HOA. Certified Engineering Design, P.A., spent time and asked around how can a city vacate something in the middle of the road. By state statute, when a right of way is vacated it is split 50/50 with the property owners on either side of it. This means that if the city vacated the middle of the road, then the ownership would automatically become 50/50 with owners of Lots 1 and 11, Block 1 of Park Glen Estates. Then they would intern have to sign over ownership to the Park Glen Estates Homeowners Association. The intent of the Planning Commission was to remove ownership of the median from the City and give it to the Park Glen Estates HOA. Instead of vacating the area staff identified the cleanest way to notate the area and sign over proper ownership was to create another "subdivision" for the median, a.k.a Reserve A. A letter was sent out to all property owners within 200' of the median asking them to send in written comments. In accordance with Section 32-92 – Final Plat of our City Code, CED prepared a Final Plat for the Park Glen Estates Median Addition for the Planning Commission to consider. On August 6, 2024, the Planning Commission made a motion to approve the plat as submitted. It was voted and passed unanimously. Before the final plat is recorded it must first either get the approval or disapproval of the governing body. The Final Plat will be approved by the City Council who will take your recommendation into consideration. Filing fee for submitting the plat is $140.00 with the Register of Deeds and a small fee to CED for preparing the final plat. Council discussed the ownership transfer shifting the liability from the City. The new fire apparatus can fit in this area unless there are cars parked on both sides, which there should not be since it is a no parking zone.

Motion: ***Warkins*** moved; ***Palmer-Witt*** seconded to approve the final plat for Park Glen Estates Median. Voted and passed unanimously.

8. Governing Body

Walter – Walter asked if the Ballot box outside of City Hall would be utilized for the upcoming election. Zollinger stated that is managed by Sedgwick County and has heard they are thinking about doing away with the locations that do not have a permanent security camera. City Hall has a temporary camera that the County provides and has not heard if they will be keeping it for the next election. The locations for voting are published by the County.
Shore – None.
Warkins – The joint meeting with the Chisholm Trail Rec Commission is on August 20th at 6:45 following the budget adoption. The school board will not be here but Layne Pike, who sits on the recreation board and Superintendent Jason Johnson will be in attendance to listen in.
Palmer-Witt – Ron Witt has volunteered to clean up the trees around the monument sign north of town.
Robben – None.
Ussery – The Boy Scouts flag box is full; staff will contact them to let them know it needs to be emptied.

9. Executive Session

None.

10. Adjournment

Motion: ***Robben*** moved; ***Palmer-Witt*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:18 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 August 13th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27th day of August 2024.

Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Budget Adoption Meeting - **MINUTES**
August 20, 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; Crystal Walter, Justin Shore, Samantha Warkins, Shirley Palmer-Witt and Tim Robben.
   The following staff members were present:
   City Administrator Zollinger, City Clerk Poe and City Attorney, Jennifer Hill.

3. **Business**

   a. **2025 Budget Adoption**
      Council has chosen not to exceed the Revenue Neutral Rate. The taxes being collected for the 2025 budget will be $1,434,153. The budget authority is $6,053,296. The MIL levy will be reduced from 64.044 to 58.887

   Motion: ***Palmer-Witt*** moved; ***Robben*** seconded to adopt the 2025 budget as presented. Voted and passed unanimously.

8. **Adjournment**

   Motion: ***Walter*** moved; ***Shore*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 6:31 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 August 20th, 2024, City Council Budget Adoption meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27th day of August 2024.

____
Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Joint Meeting with Chisholm Trail Recreation Commission - **MINUTES**
August 20, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

---

1. **Call to Order**
   Mayor Burt Ussery called the meeting to order at 6:45 p.m. with Mayor Burt Ussery, Councilmembers; Crystal Walter, Justin Shore, Samantha Warkins, Shirley Palmer-Witt and Tim Robben all present.
   The following staff members were present:
   City Administrator Zollinger, City Clerk Poe, and City Attorney, Jennifer Hill.
   Chisholm Trail Recreation Commission:
   Amanda Germann, Layne Pike, John Hurley, Landon Doll, Jamie Tjaden and Director, Beki Zook.
   Clearwater School Superintendent, Jason Johnson was also present.
   Others Present who spoke:
   Mike Gannaway, Scot Palmer, Ron Witt and Cheryl Ward.

2. **Chisholm Trail Recreation Commission Discussion Request**
   Amanda Germann stated that there has been no action taken for the 1 MIL request from the City. The board has discussed taking over the contracts for TruGreen and Whitney Landscaping or taking over management of the parks. The Rec has been setting money aside in hopes of building a rec center, the estimate received was around 6 million dollars. The Sports Complex Master Plan that the School, Rec and City have been meeting on, does include a plan with a rec building. Mayor Ussery mentioned the Sports Complex having major costly improvements the last couple of years to get the Complex up to the standards of the Community. This is the first year the City has implemented fees to utilize the City facilities to help offset the cost of the maintenance. The School paid $7,500, the Rec paid $6,000 and AYSO will be charged a fee that is currently being figured. The City would like joint funding for the recreation of the City. The City will continue their contracts with TruGreen and Whitney Landscaping as the communication and professional relationship with each company have proven to be good for the maintenance at the parks. If someone wishes to reserve a City facility to guarantee their spot, then a fee is required. Anyone can use the facilities at any time with no charge, it just isn't guaranteed without a reservation. Mike Gannaway asked why the City is now asking for funds from the Rec. Mayor Ussery stated it is to help with the cost to maintain the recreation of the City. The Rec has baseball, volleyball and basketball programs. Football, Wrestling and Soccer are all private groups. The pool is fully run and funded by the City, the Rec offers coupons for $10 off swim lessons for up to 100 swim lessons. Cheryl Ward stated that the pool charges for entry, parties and other things. Mayor Ussery stated that the pool is not self-sustainable and has to be supplemented with some taxes. Jason Johnson stated that many other small towns do not have school owned fields, and each one is maintained different and would like to have skin in the game and help with funding to keep the facilities up to standard. Zollinger said that the School has priority of the fields, then the Rec, then the Clearwater club teams lastly outside organizations. Mayor Ussery and Zollinger wanted to bring up the major road rehabilitation project coming up in September. The City implemented a 1% sales tax for the purpose of this project. The City was able to drop their MIL for 2025 and are trying to be the best stewards of the tax dollars while still maintaining the infrastructure of the City like the streets, sewer and water. The City wants an attractive community to live in and go to school. Gannaway stated the Sports Complex land was gifted to the City by Vulcan, the City applied for a federal grant and raised half the money for the project. There are restrictions for the use of the Sports Complex due to the federal grant, any updates or changes must be approved by Kansas Department of Wildlife and Parks. Zook has been in contact with KDWP regarding the rec building and has been told it would be approved. She stated the proposed building would have a gym, meeting space, concession stand, bathrooms, pickleball and a turf t-ball field. Mayor Ussery stated that the request for changes to the Sports Complex to KDWP will have to come from the City since the agreement is with the City. Pike

would like to have a decision regarding the rec building soon. Mayor Ussery suggested a 3–5-year business plan for the new rec building to see if it would be self-sustainable and mentioned WSU Hugo Wal School being able to help with that. Scot Palmer asked if Elementary East could be utilized for the new rec building, Hurley stated that the rec has already looked into that, and it would be too costly. The turf management is a recommendation from Whitney Landscaping. Germann stated that the rec was concerned with just handing over a MIL to the City without knowing the ins and outs of what the funds would be utilized for. The rec has been provided with financials, invoices, breakdown of costs to maintain the parks. It is in the best interest of the taxpayers to have a joint venture not a division. Hurley asked how the City would be charging AYSO, Zollinger stated that she has contacted a few other cities where AYSO practices and she will be recommending charging a per player fee of more than likely $10. German would like to have joint meetings and the consensus from all members was to meet in January and July. The City will send KDWP plans with the rec building at the Sports Complex to see if they would approve it.

3. Adjournment

Motion: ***Shore*** moved; ***Walter*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:09 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 August 20th, 2024, City Council Joint Meeting with Chisholm Trail Recreation Commission.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27th day of August 2024.

____
Jaye Poe, City Clerk

Check Register Report

Date:	08/13/2024
Time:	2:12 pm
Page:	1

City of Clearwater BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
50953	08/14/24	Printed			AMAZ	AMAZON BUSINESS	BINGO SOCIAL EVENT	399.37
50954	08/14/24	Printed			BBL1	B & B LUMBER	REPAIR PARTS & FITTINGS	85.90
50955	08/14/24	Printed			AOM1	KATHLEEN BRINKERHOF-KINKAID	NEW DECALS FOR E72	150.00
50956	08/14/24	Printed			CED2	CERTIFIED ENGINEERING DESIGN	Monthly Engineering Svc Fee	650.00
50957	08/14/24	Printed			CWC02	CLEARWATER WELLNESS CENTER	WELLNESS AUGUST 2024	70.00
50958	08/14/24	Printed			CRAFCO	CRAFCO, INC	STREET PAINT SIDE WALKS	1,650.00
50959	08/14/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	SALT CREEK COURT LIGHT NEW	4,820.00
50960	08/14/24	Printed			FW	FIRST WIRELESS, INC.	RADIO INSTALL E71	507.00
50961	08/14/24	Printed			GAL1	GALL'S INC.	BOOTS FOR JACKS	127.50
50962	08/14/24	Printed			HM1	HOSPITALITY MINTS, LLC	MINTS FRONT OFFICE	97.35
50963	08/14/24	Printed			BH01	BECKY. C. HURTIG	Professional Services - Judge	1,100.00
50964	08/14/24	Printed			ICT	ICT PLUS LLC	FINAL PAYMENT FENCE	9,469.07
50965	08/14/24	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	104 LOCATES	124.80
50966	08/14/24	Printed			KST1	KANSAS STATE TREASURER	TREASURER'S REPORT JULY 24	551.00
50967	08/14/24	Printed			LA LI	J. LARRY LINN	PROSECUTION SERVICES	1,000.00
50968	08/14/24	Printed			LCS1	LOWE'S	BUCKETS/DUCT TAPE/PLUGS	35.54
50969	08/14/24	Printed			METRO	METROPOLITAN AREA BUILD & CONS	M/E/M/P PERMITS JULY 2024	992.50
50970	08/14/24	Printed			MW SS	MIDWEST SINGLE SOURCE	BUSINESS CARDS/GEARHARDT	35.00
50971	08/14/24	Printed			MIG1	MIZE'S THRIFTWAY	KEYS	223.74
50972	08/14/24	Printed			MC05	MULVANE COOP	BAR & CHEMICAL OIL 1 QUART	776.04
50973	08/14/24	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	POLO SHIRTS FIRE DEPT	144.72
50974	08/14/24	Printed			OR	O'REILLY AUTO PARTS	HYDRAULIC FITTING FOR BACKHOE	38.72
50975	08/14/24	Printed			ONE	ONESOURCE TECHNOLOGY, INC	MICROSOFT 365 BUSINESS	3,645.00
50976	08/14/24	Printed			OPTIV	OPTIV SECURITY INC.	KCJIS LOGIN TOKEN FOR JAMIE	62.25
50977	08/14/24	Printed			PCA1	PETTY CASH	POLICE CAR WASH	20.00
50978	08/14/24	Printed			CR03	CHARLES REITBERGER	MILEAGE TO SAM'S	328.95
50979	08/14/24	Printed			RJ01	ROASTER JOE'S	DRINKING WATER SR CENER	54.81
50980	08/14/24	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	FITTINGS	604.42
50981	08/14/24	Printed			DS1	DONALD SCHAUF	KEMSA CONFERENCE	320.00
50982	08/14/24	Printed			SCDF	SEDGWICK COUNTY	PRISONER HOUSING JULY 2024	24.10
50983	08/14/24	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,782.85
50984	08/14/24	Printed			SPE	SPECIALTY MECHANICAL INC	POLICE AIR CONDITION REPAIR	180.00
50985	08/14/24	Printed			SUPERIOR	SUPERIOR EMERGENCEY RESP VEH	SEAT COVERS/RADIO #4	990.00
50986	08/14/24	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	FAIR RESULTS ADVERTISEMENT	312.88
50987	08/14/24	Printed			TSC1	TRACTOR SUPPLY COMPANY	ISO 46 HYD FLUID 5 GALLONS	106.97
50988	08/14/24	Printed			TRUG	TRUGREEN	WEED CONTROL	250.00
50989	08/14/24	Printed			WCI1	WASTE CONNECTIONS, INC.	JULY TRASH AND RECYCLE	17,126.17
50990	08/14/24	Printed			WFSE	WEIS FIRE & SAFETY EQUIP LLC	PUMP TEST E72,T71	943.99
50991	08/14/24	Printed			WL01	WHITNEY LANDSCAPING	TURF MGMT STSC & SR CENTER	3,975.00
					Total Checks: 39		**Checks Total (excluding void checks):**	**53,775.64**
					Total Payments: 39		**Bank Total (excluding void checks):**	**53,775.64**

Check Register Report

City of Clearwater — BANK:

Date: 08/13/2024
Time: 2:12 pm
Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
3115	08/14/24	Printed			AFL1	AFLAC	JULY AFLAC PREMIUMS	527.44
3116	08/14/24	Printed			VISA	CARDMEMBER SERVICES	STATEMENT	3,986.90
3117	08/14/24	Printed			CGSI	CASEY'S	STATEMENT	3,293.77
3118	08/14/24	Printed			CLA1	COLONIAL LIFE	AUGUST COLONIAL PREMIUMS	56.96
3119	08/14/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	POOL CONCESSION SALES TAX JULY	421.01
3120	08/14/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	WATER SALES TAX JULY 2024	390.64
3121	08/14/24	Printed			KGS1	KANSAS GAS SERVICE	HISTORICAL MUSEUM GAS	44.30
3122	08/14/24	Printed			KGS1	KANSAS GAS SERVICE	PUBLIC WORKS GAS	52.24
3123	08/14/24	Printed			KGS1	KANSAS GAS SERVICE	CITY HALL GAS	47.47
3124	08/14/24	Printed			KGS1	KANSAS GAS SERVICE	319 W. ROSS	109.18
3125	08/14/24	Printed			KGS1	KANSAS GAS SERVICE	901 CLEARCREEK	62.38
3126	08/14/24	Printed			KGS1	KANSAS GAS SERVICE	921 JANET	45.88
3127	08/14/24	Printed			KANSAS	KANSAS TURNPIKE AUTHORITY	TURNPIKE FEES	1.32
3128	08/14/24	Printed			MERCHANT	MERCHANT SERVICES	JULY CREDIT CARD FEES FOR UB	629.97
3129	08/14/24	Printed			SAM1	SAM'S CLUB	STATEMENT	1,074.21
3130	08/14/24	Printed			VER	VERIZON WIRELESS	STATEMENT	478.13
3131	08/14/24	Printed			VER	VERIZON WIRELESS	FIRE BROADBAND	40.01

Total Checks: 17 — **Checks Total (excluding void checks): 11,261.81**

Total Payments: 17 — **Bank Total (excluding void checks): 11,261.81**

Total Payments: 56 — **Grand Total (excluding void checks): 65,037.45**

City of Clearwater
City Council Meeting
August 27, 2024

Consent for Annexation – 8023 S Butterfly Ct

Context: A consent for annexation and request to connect to city water was received on August 21, 2024, for the property legal description: Lot 3 Block 2 Prairie Meadows Estates Sedgwick County, Kansas, with a commonly known address of 8023 S Butterfly Ct Clearwater, Kansas 67026

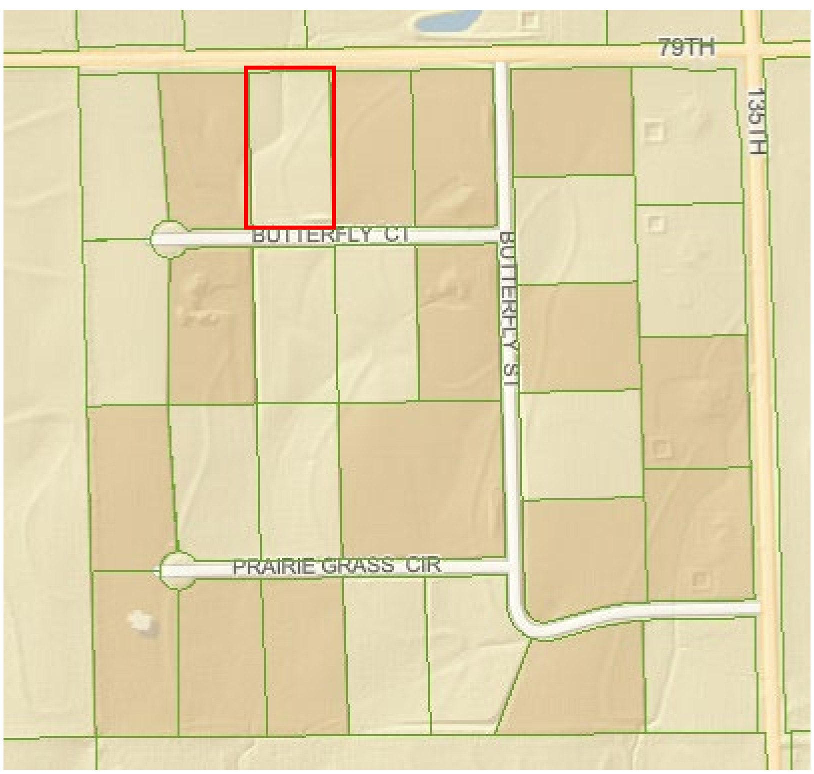
At this time, Council will need to adopt a resolution requesting Sedgwick County release the property for annexation.

Once the County has the consent and the resolution and the Board of County Commissioners approves releasing the property, the Governing Body will need to vote on an ordinance annexing the property into the City.

Financial: There are no financial considerations for this item. However, the property owner is required to pay a water tap fee of $1,500 for the requested one-inch meter.

Legal Considerations: Review and Comment as Necessary

Recommendations/Actions: Adopt a resolution requesting Sedgwick County release 8023 S Butterfly Ct for annexation into Clearwater City Limits.



CONSENT FOR ANNEXATION

TO: The Governing Body of the City of Clearwater, Kansas

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Clearwater, Kansas to annex such land to the City. The land to be annexed is described as follows:

LOT 3 BLOCK 2 OF PRAIRIE MEADOW ESTATES
and commonly known as: 8023 S Butterfly Ct, Clearwater, KS 67026

The undersigned further warrant and guarantee that they are the only owners of record of the land.

8/21/2024
Jacob Crowell Date

8/21/2024
Macee Crowell Date

THE CITY OF CLEARWATER, KANSAS

RESOLUTION NO. 12-2024

A RESOLUTION FINDING IT ADVISABLE, DESIRABLE, BENEFICIAL AND IN THE INTERESTS OF THE PUBLIC TO ISLAND ANNEX CERTAIN LAND AND REQUESTING THE BOARD OF SEDGWICK COUNTY COMMISSIONERS TO FIND AND DETERMINE THAT THIS 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.

WHEREAS, on August 21, 2024, a written Consent to and Petition for Annexation was filed with the City Clerk of the City of Clearwater, Kansas, a copy of which is attached hereto; and

WHEREAS, the land described in said written Consent to and Petition for Annexation is legally described as Lot 3, Block 2 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 8023 S Butterfly Court 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.

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

Section 1. Findings

The Governing Body of the City of Clearwater, Kansas finds it advisable, desirable, beneficial and in the interests of the public to annex into the corporate boundaries of the City of Clearwater, Kansas the following real property, to-wit:

Lot 3, Block 2 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, Clearwater, Kansas 67026.

Section 2. Request

The City of Clearwater, Kansas hereby respectfully requests 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 said tract will not hinder or prevent the proper growth and development of the area or any other incorporated city located within Sedgwick County, as required under K.S.A. 12-520c (a)(3).

Section 3. Filing

The City Clerk of the City of Clearwater, Kansas, is hereby authorized to file a certified copy of this Resolution with the Board of County Commissioners of Sedgwick County, Kansas.

Adopted by the City Council this 27th day of August 2024.

Approved by the Mayor this 27th day of August 2024.

____
MAYOR, Burt Ussery

SEAL

ATTEST:

____
CITY CLERK, Jaye Poe

CERTIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On this 27th day of August 2024, I, Jaye Poe, City Clerk of the City of Clearwater, Kansas, hereby certify that the foregoing is a true and correct copy of City of Clearwater, Kansas Resolution No. 13-2024, as adopted by the Clearwater City Council on the 27th day of August 2024 and approved by Mayor Burt Ussery on the 27th day of August 2024.

SEAL

____

CITY CLERK, Jaye Poe

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: August 23, 2024
Re: Administration Report

- After the meeting with S & P Global Ratings, the City of Clearwater's rating is maintaining an A+/Stable rating for General Obligation Bonds.
- Mayor Ussery and I attended a meeting with Sedgwick County Commissioner Baty along with other Sedgwick County cities to listen to a presentation about the County implementing a 1/8 or 1/4 cent tax. The County is working on ways to reduce their mill levy and this is one of their ideas. If they go for a 1/8 cent tax, this will produce approximately 17.5 million dollars they county could use to reduce their mill levy. They asked if the other cities in the county would be interested in a tax share just like the current state statute. In statute 1% out of the 6% that the County collects is shared with all cities in the county based on their population and income. If the cities in the county want to be included in the sales tax share the county is thinking about a 1/4 cent tax which would generate $35.1 million and share that with the cities using the same formula as state statute. Clearwater would receive approximately $161,000 on 1/4 cent share in addition. The county thought if all cities joined, we would all reduce our mill levy equivalent to the sales tax that is generated. In the meeting smaller cities stated they are having a difficult time getting things done with their current mill levy. It would be very difficult to reduce their mill levy just because they are getting more funding. More funding would help stabilize the mill but many said they couldn't use it as a replacement.
- Salt Creek Ct light was rescheduled for installation on August 26 due to weather.
- Letters for road closures for the road rehabilitation have been sent to property owners and tenants that will be affected by full-depth reconstruction.
- The Clearwater Cemetery District and the Chisholm Trail Recreation Commission had their budget adoptions. The Cemetery District reduced their mill and did not exceed the RNR and the Rec Commission kept their mill and exceeded the RNR.
- Jaye and I attended a KMIT supervisor training session in Valley Center.
- Rec Commission approved to support the city rec facilities with their 2025 budget. There was a consensus to pay for specific contract labor but would work out the details in the coming months.
- The 2025 adopted budget has been sent to the County Clerk for review.

Dates to Remember

- Administrator will be out of the office August 26th – 30th
- City Offices Closed for Labor Day September 2nd
- Fall Festival October 4-5

Active Nuisances/ Code Violations

131 S Prospect	Grant/Hellar
153 Longhorn Ct	400 W Ross

To: Mayor and City Council

From: Jared Dinwiddie

Clearwater Fire Chief

Date: August 21, 2024

Re: Fire Department Staff Report

- Clearwater Fire responded to **18** 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 **5** emergency calls.
- To Date: The CRV has been unstaffed **21** times.
- The department conducted a building familiarization and walk-through of the high school at our last fire training on the 20th.
- Andy Thomas with *kansasfiretrucks.com* took pictures of our current fleet and they can be viewed on their website.
- The overhead door spring for one of the PD bays broke on the 16th. It was replaced on the 20th.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: August 21, 2024

Re: Police Department Staff Report

Officers:

Officer Jacks is back at the schools, and all is going well.

Officer Ross is doing a great job and handling calls well.

Lt. Gearhardt was on vacation and is back after a much-needed break.

Sgt Pickens is reviewing a couple of officer applications for the open Full-time position.

Police Clerk:

SPV permit have reached 92 for our community. We order 100 permits each year. We may have to get some extra next year.

Staying busy with daily and weekly duties.

Building:

Has no issues currently.

All the vehicles have had new radios installed and new seat covers installed on the driver's seats. The covers save the seats from getting holes in them due to the officer's duty gear rubbing.

Vehicles:

Regular routine maintenance.

Matters of interest since last meeting on Police Activity:

We have had 43 dispatched/report calls with 8 arrests and 12 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: August 13, 2024, 2024

Subject: Public Works Summary

1. Repair setter at 330 S 1st Ave
2. Mill in a transition to South 4th at the Ross & 4th intersection
3. Filed large cuts from water repairs with 15 tons of hot mix. (4th&Elaine, 200 Block of Prospect, 200 Block of Gorin)
4. Repaired Black fence at basketball court. The fence had been beaten loose from the framing.
5. Checked and reprogramed school zone lights
6. Replaced setter on service line at 440 N 1st Ave Ct
7. Repaired the blade/stabilizer on the mini excavator
8. Picked up commodities and delivered to the senior center
9. Repaired the flush valve plumbing on a toilet in the women's restroom at the city park
10. Replace broken deck holder and install new blades on a Spartan mower
11. Read meters
12. Graded the dirt roads
13. Install new soap dispensers at fire station
14. Pothole around Tracy/Diagonal bridge to find water line and casing

City of
CLEARWATER

Clearwater Senior Center

Staff Report

August 22, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

The Hypertension Awareness and Prevention Program started with 10 attendees and on the first day, this number grew to 15. This is the largest the class can be due to time constraints on the leaders, so they are very pleased with the outcome. With this being a brand-new class, we are the first rural community that this class was offered to.

Common Ground Mobile Market has been a hit this year. I believe the smallest number of people we have had come out for the market was 12. They really like coming to our center as their stops here are well attended.

Yesterday was the first day to hand out commodities and we had 30 families come and grab boxes. This time, we have corn, green beans, tomatoes, chili, canned salmon, frozen chicken quarters and frozen apples. We have a good list of foods for next month as well. The amount of THANK YOU's I get for this program is heartwarming. I am so glad to be a part of this program and even more thankful for the volunteers who help unload the trucks, make boxes, load the freezers, etc.

If you have not heard the OFFICIAL News, the Clearwater Senior Center will be funded at the next level of funding for 2025. This announcement was made at the last meeting, but was a little pre-mature, however as of Wednesday, it is official, official! Thank you for your continued support of this program. We truly have some amazing seniors here in Clearwater! September is National Senior Center Month, so I am planning on celebrating this news with the participants in a few big ways this next month. Please feel free to stop in whenever to celebrate our Center!

1. Bingo
2. Farmers Market
3. Check In line for Lunch & Learn

Respectfully,
Amber Ives
Senior Center Coordinator

City of Clearwater
City Council Meeting
August 27, 2024

Street Project GO Temp Note 2024

Context: On July 9, 2024, the City Council adopted Resolution 11-2024 authorizing the sale of temporary notes for the City Street Improvements. The street improvements consist of the following approved projects.

Full Asphalt Reconstruction:

- Gorin – Wood to Ross (curb and gutter)
- Grant – Hellar to Ross
- Prospect – Hellar to Ross (curb and gutter)
- 1st – Hellar to Ross (curb and gutter)
- Lee – Ross to Park (curb and gutter)
- 1st – Kansas to Park
- 2nd – Kansas Park (curb and gutter)

Full Concrete Reconstruction

- Prospect – Ross to Kansas

Spot Repair with Mill and Overlay

- Wood – Tracy to 4th
- Prospect – Kansas to Park
- Park – Tracy to Lee
- Nancy – Michelle to Prospect
- Michelle – Nancy to Prospect

Mill and Overlay

- Grain – Wood to Hellar
- Hellar – Grain to Grant
- Hellar – Tracy to Elaine
- Elaine – 4th to Hellar
- 1st – Wood to Hellar
- Grant – Ross to Kansas
- Kansas – Grain to Tracy
- Park – Lee to Prospect
- Michelle – Tracy to Nancy
- Prospect – Park to Michelle
- Rolling Hills Dr – Rolling Hills Ct to Janet
- Janet – 1st to Rolling Hills Dr
- Rolling Hills Ct
- Janet Ct

Sidewalk installation was removed from the project. There will be no additional sidewalk added to any areas of the project. If existing sidewalks are removed during the construction phase they will be replaced in the same area if they are connected to other existing sidewalks. Also considered during the bid award were full road closures vs half road closures. The council agreed that full road closures with local access was the effective was to go for a cost savings and a better product.

The contract was awarded to Pearson Construction with a not to exceed $4,653,972.60. The project will take approximately 1 year to complete. Construction is set to begin in September. The preconstruction meeting was August 20th.

The next step in the General Obligation Temporary Notes are as follows.

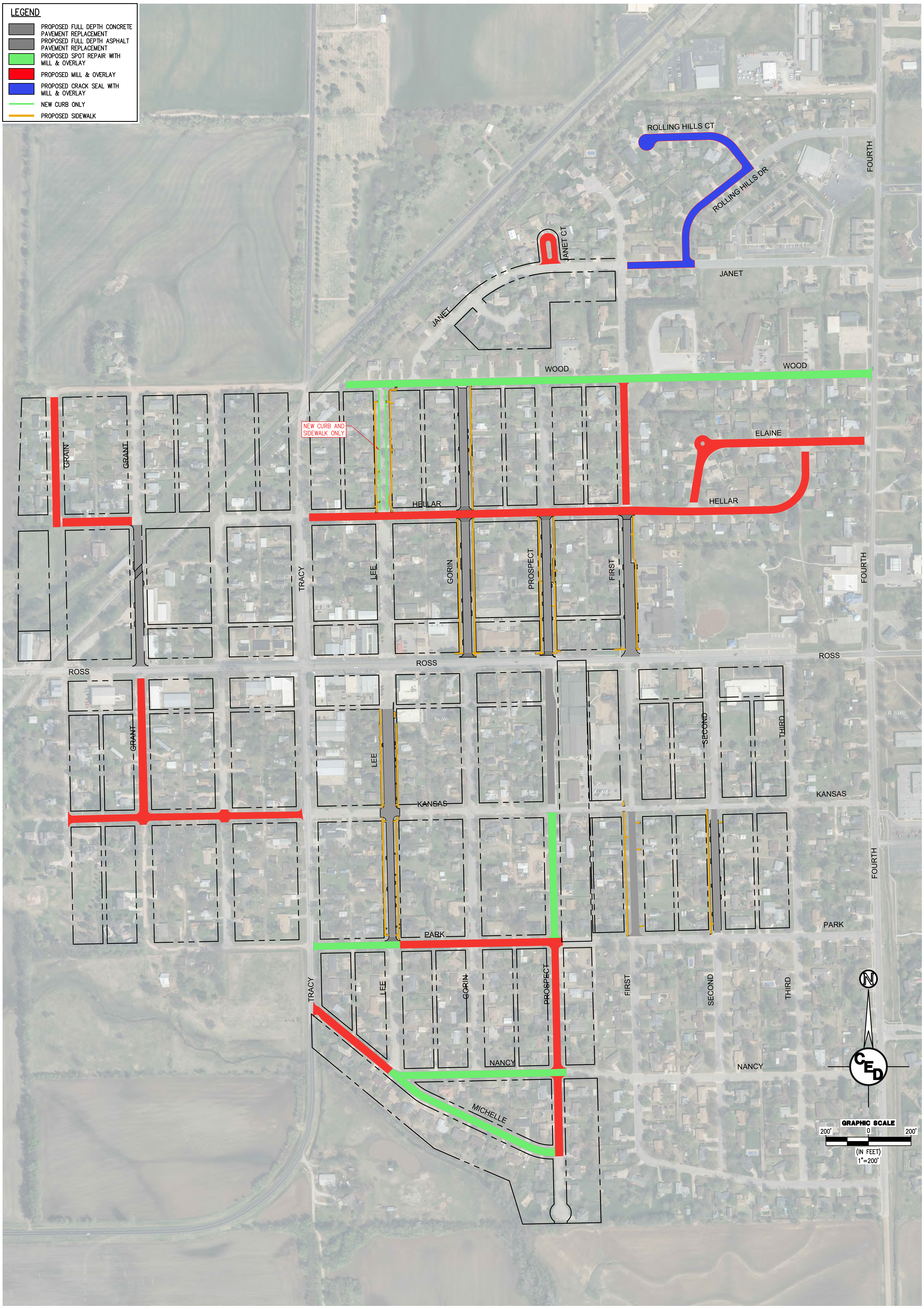
1. City Council will review the bids on August 27, 2024 and **award the bid** and authorize the Mayor and City Clerk to execute the bid form.
2. **Adopt a Resolution** authorizing and directing the issuance, sale and delivery of general obligation temporary notes, series 2024, of the city of Clearwater, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other document and actions connected therewith.
3. **Authorize the Issuance** of General Obligation Temporary Notes Series 2024 and authorize the Mayor and Clerk to execute the closing documents**.**

Financial: The Temporary Note issuance is $5,865,000. Maturity date for General Obligation Temporary Notes Series 2024 will be 10/01/2027.
The 1% sales tax that began January 2024 will be applied to the temporary note and future General Obligation Bond payment for the project.

Legal Considerations: Review and comment as necessary. Gilmore and Bell has prepared the documents for council's review.

Recommendations/Actions: Recommended Actions

1. Award Bid
2. Adopt Resolution
3. Authorize GO Temp Note 2024 Issuance



STREET IMPROVEMENTS
CITY OF CLEARWATER
SEDGWICK COUNTY, KANSAS

DRAWINGS PREPARED BY:

CERTIFIED ENGINEERING DESIGN, P.A.

1935 WEST MAPLE STREET
WICHITA, KANSAS 67213
PH: (316) 262-8808
FAX: (316) 262-1669

SHEET 1
TOTAL 1

FILE LOCATION:C:\Users\User2\OneDrive – CED\Projects\2023\20233242\DWG\Overall Clearwater Streets Exhibit.dwg TAB NAME:Typical Sections-Downtown USER:User2 SAVED:4/9/2024 8:15 AM PLOTTED:4/9/2024 8:16 AM

Gilmore & Bell, P.C.
08/20/2024

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON AUGUST 27, 2024

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 Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2024, dated September 17, 2024, of the City had been received. A tabulation of the 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 Notes, 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 Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note 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 a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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 vote of the governing body as follows:

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)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

EXHIBIT A
BID TABULATION

$5,865,000* CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: September 17, 2024 | Sale Date: August 27, 2024
Series 2024 | 11:00 a.m., Central Time
Max Interest Rate: [_____]%

BIDDERS

	____________ ____________	____________ ____________	____________ ____________	____________ ____________
GOOD FAITH DEPOSIT/SURETY BOND	___	___	___	___
INTEREST RATES: 2027	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	$_____________	$_____________	$_____________	$_____________
PREMIUM:	$(_____________)	$(_____________)	$(_____________)	$(_____________)
[DISCOUNT:]	$_____________	$_____________	$_____________	$_____________
NET INTEREST COST:	$_____________	$_____________	$_____________	$_____________
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
08/20/2024

RESOLUTION NO. [____]

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

AUGUST 27, 2024

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024**

RESOLUTION

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES

ARTICLE III REDEMPTION OF NOTES

ARTICLE IV SECURITY FOR NOTES

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

ARTICLE VI DEFAULT AND REMEDIES

ARTICLE VII DEFEASANCE

ARTICLE VIII TAX COVENANTS

ARTICLE IX CONTINUING DISCLOSURE REQUIREMENTS

ARTICLE X MISCELLANEOUS PROVISIONS

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

Project Description	Res. No.	Authority (K.S.A.)	Amount
Street improvements	10-2024	Charter Ord. 21	$5,865,000

; and

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

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

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

WHEREAS, the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $5,865,000* to pay 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 Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., and Charter Ordinance No. 21 of the Issuer, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

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

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

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

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

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Clearwater, Kansas.

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

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

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

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

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2024 created pursuant to ***Section 501*** hereof.

"Dated Date" means September 17, 2024.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 2024 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

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

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

"Defeasance Obligations" means any of the following obligations:

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

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

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

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

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

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

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

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

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

“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 Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2024 created pursuant to ***Section 501*** hereof.

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be April 1 and October 1 of each year, commencing April 1, 2025.

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

“Issuer” means the City and any successors or assigns.

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

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

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

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

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

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2024, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

"Notice Representative" means:

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

(b) With respect to the Note 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 Notes.

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

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

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

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

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

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

"Paying Agent" means the State Treasurer, 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 Notes 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 Notes, and any successors and assigns.

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

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

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

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

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with ***Article II*** 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.

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

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

“State” means the state of Kansas.

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2024, of the Issuer in the principal amount of $5,865,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity October 1	Principal Amount	Annual Rate of Interest
2027	$5,865,000*	[_______]%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes 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 Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, 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 Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes 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 Note 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 Note. Upon the issuance of Replacement Notes, 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 Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes 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 Note Registrar receives written evidence satisfactory to the Note 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 Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Notes 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 or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes 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 Notes sufficient copies of the final 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 Notes. The sale of the Notes 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 Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2025, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note 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 Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

(a) Improvement Fund for General Obligation Temporary Notes, Series 2024.

(b) Debt Service Account for General Obligation Temporary Notes, Series 2024.

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

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

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

(a) All accrued interest and excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) An amount 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 Notes, which includes an amount representing interest on the Notes during construction of the Improvements, shall be deposited in the Improvement Fund.

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

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

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

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

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

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

Section 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 Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds 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 the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE 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.

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 Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

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

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

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

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

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

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

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

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

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

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

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

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

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

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes 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 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 Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on August 27, 2024.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on August 27, 2024, as the same appears of record in my office.

DATED: August 27, 2024.

____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
(FORM OF NOTES)

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 TEMPORARY NOTE
SERIES 2024

Interest Rate:	**Maturity Date:**	**Dated Date: September 17, 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 said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2025 (the "Interest Payment Dates"), until the Principal Amount has been paid.

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

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 2024," aggregating the principal amount of $5,865,000* (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. Charter Ordinance No. 21 of the Issuer, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, 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 Notes by the Securities Depository's participants, beneficial ownership of the Notes 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 Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (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 Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note 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 Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE 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 Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

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

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

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, 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: (manual or facsimile)
Mayor

ATTEST:

By: (manual or facsimile)
Clerk

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

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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Registration Date: ________________________

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

By: ______________________________

Registration Number: _____________________

LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

____
(Name and Address)

____
(Social Security or Taxpayer Identification No.)

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

Dated ______________________

____
Name

____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By ______________________________________

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Clearwater, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of September 17, 2024.

WITNESS my hand and official seal.

(Facsimile Seal)

(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 Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
08/20/2024

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$5,865,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024**

DATED SEPTEMBER 17, 2024

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

601005.20091\CLOSEDOCS

$5,865,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024
DATED SEPTEMBER 17, 2024

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the "Notes"), 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. State Treasurer, 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. **Street Improvements**
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 10-2024
   - Resolution No. 10-2024 authorizing street improvements

2. **Charter Ordinance No. 21**
   - Excerpt of Minutes of the governing body meeting evidencing passage of Charter Ordinance No. 21
   - Charter Ordinance No. 21
   - Affidavit of Publication of Charter Ordinance No. 21
   - Certificate of No Protest

PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES

3. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 11-2024

4. Resolution No. 11-2024 authorizing the offering for sale of the Notes

5. Notice of Note Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

6. Official Statement

7. Continuing Disclosure Undertaking

8. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. [____]

9. Resolution No. [____] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

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

11. Uniform Facsimile of Signature Certificates

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

13. Specimen Note and Printer's Certificate

14. Agreement Between Issuer and Agent

15. DTC Blanket Letter of Representations

16. Rating Letter
    ·Standard & Poor’s

17. Closing Certificate

18. 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 Improvements [and List of Reimbursement Expenditures]
    Exhibit E – Sample Annual Compliance Checklist

LEGAL OPINIONS

MISCELLANEOUS DOCUMENTS

* * * * *

TRANSCRIPT CERTIFICATE

$5,865,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024
DATED SEPTEMBER 17, 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 notes (the "Notes"); and do hereby certify as of August 27, 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 Note Resolution authorizing the Notes.

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 Notes 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
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2028

Samantha Warkins	Councilmember	01/2024 to 01/2028
Jaye Poe	Clerk	N/A
Courtney Zollinger	City Administrator/City Treasurer	N/A

Charter Ordinance No. 21		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2024
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2024
Crystal Walter	Councilmember	01/2021 to 01/2026
Chad Pike	Councilmember	01/2020 to 01/2024
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2022
Chris Griffin	Councilmember	04/2013 to 01/2022
Courtney Zollinger	Clerk	12/2014 to 09/07/2021

7. Execution of Notes. The Notes have been executed with manual or facsimile signatures; and the manual or facsimile signatures appearing on the Notes are manual or facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer. 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 Notes and at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Note 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 note included in the Transcript is in the form adopted by the governing body of the Issuer for the Notes.

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. [____] (the "Note Resolution") of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying costs of certain street improvements (the "Improvements") authorized by the governing body of the Issuer pursuant to Charter Ordinance No. 21 of the Issuer, as amended, and all other applicable provisions of the laws of the State of Kansas.

The total principal amount of the Notes does not exceed the cost of the Improvements for which the Notes 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 Notes on the date of the sale of the Notes were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Notes, 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 2024, is as follows:

Equalized Assessed Valuation of Taxable Tangible Property	$24,354,288
Tangible Valuation of Motor Vehicles (2023)	3,254,446
Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations	$27,608,734

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 Notes shown to be authorized in the Transcript; (e) the validity of the Notes, 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 Notes.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2024, Dated September 17, 2024, of the City of Clearwater, Kansas

Sources of Funds:	
Principal Amount of the Notes	$5,865,000*.00
Underwriter's Discount	-
[Original Issue Premium]	
[Original Issue Discount]	-
Total	***$***
Uses of Funds:	
Deposit to Improvement Fund - Improvements	$
Deposit to Improvement Fund – Capitalized Interest	
Costs of Issuance	
Total	***$***

EXHIBIT B

CITY OF CLEARWATER, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of September 17, 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	30,761 (7.99%)
General Obligation Bonds	2024	03/28/2024	10/01/2044	1,045,000	1,045,000	293,570 (28.09%)
Totals					***$2,895,000***	***$1,086,825***

TEMPORARY NOTES

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Exempt From Debt Limit
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%)
General Obligation Temporary Notes	2024	09/17/2024	10/01/2027	5,865,000*	5,865,000	5,865,000* (100%)
Totals					$10,030,000	$8,651,881

AGREEMENT BETWEEN ISSUER AND AGENT

$5,865,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024
DATED SEPTEMBER 17, 2024

THIS AGREEMENT, dated as of September 17, 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 notes (the "Securities"), and the Issuer wishes the Agent to act as its Paying Agent, Note 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, Note Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Note 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.

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, a registration fee of $30, plus a fee of $600.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the note issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the note 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 of the Issuer (the "Note 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 Note 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.

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 Note 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 Note Resolution.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.

Gilmore & Bell, P.C.
08/20/2024

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

$5,865,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024
DATED SEPTEMBER 17, 2024

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on September 17, 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 Notes, 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 Notes.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Notes, and agrees to safekeep and hold in escrow the Notes until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Notes: 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 Notes, DTC will distribute the Notes pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Notes is received, DTC shall return the Notes 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 Notes while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Notes and prior to distributing the Notes in accordance with the instructions furnished by the Underwriter.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, KANSAS

Dated: August 27, 2024

By: ______________________________
Clerk

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

Dated: ________________

By: ______________________________
Title: ____________________________

DEPOSITORY TRUST COMPANY

Dated: ________________

By: ______________________________
Title: ____________________________

CLOSING CERTIFICATE

$5,865,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024
DATED SEPTEMBER 17, 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 notes (the "Notes"); and certify as of September 17, 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 Note Resolution (defined below) authorizing the Notes.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, 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 August 27, 2024 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes 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. 10-123, and Charter Ordinance No. 21 of the Issuer, as amended, and Resolution No. [____] of the Issuer duly adopted by the governing body of the Issuer on August 27, 2024 (the "Note Resolution") for the purpose of paying costs of issuance and paying costs of certain street improvements (the "Improvements").

4. Security for the Notes. The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer and, if not so paid, 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 Issuer, with the balance payable, 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 Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated July 9, 2024 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note 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 Notes. 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 Note Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Notes. 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 Notes shown to be authorized in the Transcript; (e) the validity of the Notes, 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 Notes; or (g) the federal or state tax-exempt status of the interest on the Notes; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Note Resolution or the Official Statement, or the validity or enforceability of the Notes, which are not disclosed in the final Official Statement.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

[September 17, 2024]

Governing Body	[_________]
City of Clearwater, Kansas	[___________]

Re: $5,865,000* General Obligation Temporary Notes, Series 2024, of the City of Clearwater, Kansas, Dated September 17, 2024

We have acted as Bond Counsel in connection with the issuance by the City of Clearwater, Kansas (the "Issuer"), of the above-captioned notes (the "Notes"). 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 authorizing the issuance and prescribing the details of the Notes.

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

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

3. The interest on the Notes [(including any original issue discount properly allocable to an owner of a Note)] 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 Notes 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 Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes 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 Notes.

4. The interest on the Notes 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 Notes (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Notes other than as expressly set forth in this opinion.

The rights of the owners of the Notes 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.

Gilmore & Bell, P.C.
07/16/2024

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF SEPTEMBER 17, 2024

BY

CITY OF CLEARWATER, KANSAS

$5,865,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024
DATED SEPTEMBER 17, 2024

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of September 17, 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 Temporary Notes, Series 2024 (the "Notes"), pursuant to a Resolution adopted by the governing body of the Issuer (the "Note Resolution").

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Notes 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 Note 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 Notes 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 Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes 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 Notes required to comply with the Rule in connection with the offering of the Notes.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than November 1 of each year, commencing with the year ending December 31, 2024, 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 Notes. 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 Notes. 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 Notes, 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 Notes, 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 Notes ("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 Notes, or other material events affecting the tax status of the Notes;
(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 Notes, 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 Notes. 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 Notes, 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 Notes 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 Note Resolution or the Notes, 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 Notes, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Note Resolution or the Notes 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 Notes:

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.

City of Clearwater
City Council Meeting
August 27, 2024

Consider Field Usage Agreement with AYSO

Context: The governing body considered a field usage agreement with AYSO for their fall soccer season on July 23, 2024. During that meeting AYSO representatives explained that AYSO is a non-profit organization and runs off of volunteers. The player fees are set to cover training and gear costs for the region.

In 2024 the city council established reservation prices for all outdoor facilities. USD 264 and the Recreation Commission both paid to utilize the sports complex in 2024 for the first time. Council reviewed the rates that were charged to USD 264 and Recreation Commission and thought that a $6,000, safe as the Rec Commission, was a fair amount based on utilization.

The AYSO reps explained that they would have to adjust player fees to cover the cost and registration has already opened for the fall season.

The council recognized the burden this would place and considered reducing the fees by 50% for this season but ended up tabling the discussion until the August 27th meeting. They advised the AYSO reps to approach the Rec Commission to see if they would be able to help pay any usage fees this fall for the utilization at the sports Complex.

Staff reached out to the other AYSO regions in and around Wichita to find out what they charge for the use of the fields. It was discovered that the South Region has disbanded and no longer uses fields but when they were active Wichita charged $12/$13 per player. The west Wichita region operates TRYC fields and pays Sedgwick County $1/year for rental but is responsible for grounds maintenance. TRYC has not returned my call so I am not sure what they budget on a per player cost for maintenance. The region near Valley Center uses rec managed fields and Valley Center rec charges $10/player per season as a fee. They once had a flat seasonal fee but discovered that didn't work well with AYSO and went to a per player fee.

The Rec Commission met on August 21, 2024, at 6:30pm and did not vote on any support but there was a consensus that they would like to help once the city council sets the fee.

Financial: The city invests $4,664 in chemicals, $12,600 in mowing and turf maintenance, and has dedicated $2,500 per year to seed one field each year for a total of $19,764 for 2024. This pricing only covers the cost of the soccer fields. There are additional costs for all other areas of the sports complex. This investment doesn't include any maintenance on sprinkler systems or other maintenance costs as they are needed. For 2025 the price will increase 3%.

Each AYSO region sets their budget based off number of players and comes up with a Per Player Cost. If the City moves forward with a flat fee of $6,000. With only 173 players that is a $35 per player field usage fee. AYSO explained they raised their registration fees recently by $15 and would have to raise them again by the field usage fee. Current registration fee is $95.

An example of another non-profit rec organization in the City that uses one of our parks is the Clearwater Swim Team. The City charges the Clearwater Swim Club $15/per swimmer who registers each year. The Swim Club practices for 1.5 hours a day, five days a week, and has one swim meet, at the pool and the city provides two lifeguards during their practices and full staff at their meet.

If the Council decides to move forward with a per player fee it is recommended to charge a per player. The city doesn’t provide any staff or equipment for their use at the fields. AYSO purchased the goal and provides their own marking paint, nets, and staff for their practices and games.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Staff recommends setting a $5-$10/ player fee for AYSO Region 491 and to authorize the mayor to sign the agreement.

FIELD USAGE AGREEMENT

1 PURPOSE

1.1 The purpose of this Agreement is to define the terms of the Agreement between the organizations that utilize the City of Clearwater Park and the Chisholm Trail Sports Complex (Occupants) and the City of Clearwater (City) for the maintenance and usage of these existing facilities. The Agreement will clarify the roles and responsibilities of the entities.

2 RESPONSIBILTIES OF THE CITY

2.1 The City owns the Clearwater City Park, the Chisholm Trail Recreational Sports Complex, the Chisholm Trail Outdoor Recreational Sports Complex Building, shelters, gazebos, scoreboards, lights, other improvements located on said property, and adjacent parking lots. These properties are located on East 103rd Street South in Clearwater Kansas and shall be identified throughout this Agreement as “Facilities”.

2.2 The City will pay water, gas, electrical, trash service and other utility charges for the Facilities.

2.3 The City will provide mowing and watering services to the Facilities. This work will include maintenance and repairs to the irrigation system. This work will also include spraying and maintenance of the fence lines. The City will coordinate watering schedules with the Occupants’ use of the Facilities, including practice and game times.

2.4 The City will maintain general liability insurance coverage on the property in the amount of $1,000,000 per occurrence.

2.5 The City maintains primary responsibility for the maintenance and upkeep of said Facilities. Routine maintenance of said Facilities for activities sponsored by the Occupant shall be the responsibility of the Occupant such as marking fields for play or practice.

2.6 The City shall have access to all portions of the Facilities at all times in case of emergency and/or to take action to protect the security of said Facilities. The City shall maintain all locks on all inside and outside doors within buildings located on said Facilities and shall provide Occupants with 2 copies of keys, if applicable, to the same. The Occupants shall maintain a log of all individuals and entities to whom copies of said keys have been issued, and annually file an updated version thereof with the City Clerk. The City may elect to change locks within such buildings if it appears that unauthorized copies of such keys have been made. In the event that the Occupant wants to add any additional locks within the Facilities, at least one key for each such lock shall be furnished to the City Clerk

2.7 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other storm, explosion, or earthquake, or by any other unavoidable casualty as to become unusable, then the City may elect to either rebuild or put said Facilities in good condition and fit for occupancy within a reasonable time after such total or partial destruction, or may give notice, in writing, terminating this Agreement. If the City elects to repair or rebuild said Facilities, the City shall give reasonable notice after such injury of its intentions to repair and proceed to do the same.

3 RESPONSIBILITIES OF THE OCCUPANTS

3.1 Occupants shall provide the chalking and marking of fields and installation of nets on goals that they intend to use. Proper facilities and field maintenance techniques will be used.

3.2 All Occupants will schedule activities, games, practices, events, and any usage of the Facilities with City Staff. Such scheduling will include identification of the fields and specific locations that Occupant intends to use at any given time. Cancelled games, practices and tournaments will be rescheduled in cooperation and coordination with the City.

3.3 Occupants will ensure trash is properly contained and disposed of after every use of the Facilities. Occupant must ensure trash bins are brought to the roadside for pick up.

3.4 Concessions. The Occupant may operate a concession stand within said Facilities with the following provisions:

3.4.1 The Occupant will be responsible for the operations, supply, personnel, and cleanliness of the concession area within said Facilities.

3.4.2 The City Administrator or other City representative has the general right to review and monitor the conduct for the concession operation. City shall notify the Occupant if any condition exists that requires immediate attention or remediation.

3.4.3 The Occupant will maintain all funds derived from the operation or sale of concessions within or at said Facilities during the said season.

3.4.4 No beer or alcoholic beverages may be sold at any concession site in the Facilities.

3.4.5 The Concession stand will comply with all applicable health regulations relating to the concession operations.

3.5 Occupants shall not engage in or permit to be performed any acts or practices which may cause or allow injury to the Facilities, and the Occupant expressly agrees to comply with all applicable laws, ordinances, policies, rules and regulations of the City of Clearwater, Kansas and any other governmental authority having jurisdiction over said Facilities.

3.6 The Occupants shall not have the right, privilege, or power to in any way create liens for labor or materials upon the interests of the City in said Facilities. In connection with any preapproved (1) repairs to said Facilities and/or (2) construction of any improvements or the installation of any equipment within or upon said Facilities by Occupants, the Occupant shall pay for all materials and labor and will not permit any mechanic's liens to be filed against said Facilities and the interests of the City therein.

3.7 No occupant shall authorize hanging advertisement/sponsorship banners or placards along fencing or other structures within the facilities without the written consent of the City of Clearwater. In the event consent is given by the City, any banners/placards will be constructed in a manner so as not to damage the fence or structure utilized and approved by the City of Clearwater.

3.8 Occupant may choose to request port-o-johns delivered to the Chisholm Trail Sports Complex through City Hall at the expense of the Occupant.

4 TERM

4.1 This Agreement is effective for the calendar year of the Effective Date.

5 FEE

5.1 A fee of _____________ will be due for the usage of the facility for the fall [insert year here] soccer season.

5.2 This payment is due [insert due date for payment]

6 GENERAL TERMS AND CONDITIONS

6.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.

6.2 The occupant will have access to all 3 soccer fields Monday through Friday from 4pm to dark and Saturdays from 7am to 3pm from the Effective Date of the contract until <u>November 8</u>, 2024.

6.3 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.

6.4 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or logo in its marketing or materials.

6.5 Occupants have access to storage equipment at the Facilities. Storage will be properly designated to each Occupant. The Occupant shall maintain the interior portions of the storage facilities in good repair. The Occupant shall have no right to make any claim against the City for damage to property stored at City Facilities, absent an incident of gross negligence or intentional conduct by a City employee.

6.6 Prior to the beginning of the season a representative of Occupant will do a walkthrough of the property with a member of City Staff to identify any damage that would be the responsibility of the City to repair. At the end of said season an additional walk through will be conducted to inspect for any damages that occurred during the season and would be the responsibility of the Occupant to repair.

6.7 Any structural changes to the Facilities requires the prior written approval of the City. Any request for such approval shall include documentation or other evidence that such changes may be made without expense or obligation to the City.

6.8 All vehicles will be parked in the parking lot, even for loading and unloading of equipment. Occupant shall not allow motor vehicles to drive on any portion of the property that is irrigated. This includes golf carts, UTVs and any other Special Purpose Vehicle.

6.9 When damage occurs to the Facilities, the Occupant must notify the City and get City approval for any plan to repair the damage.

7 LIABILITIES

7.1 The Occupant covenants and agrees to indemnify and protect the City from any and all claims of third parties for injuries to persons or property by reason of any incident or occurrence on or around said Facilities which are the subject of this Agreement. The Occupant shall furnish to the City of Clearwater a Certificate of Insurance naming “City of Clearwater, Kansas” as additional named insured. General liability coverage shall be issued on the policy in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.

7.2 The Occupants will provide their own insurance coverage for their property kept in City Facilities. The City will not be liable for the replacement or repair of any AYSO property damaged, lost, stolen, etc. while maintained in City Facilities.

8 **MISCELLANEOUS PROVISIONS**

8.1 This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.

8.2 The interpretation and construction of this Agreement shall be governed by the law of the State of Kansas without regard to the conflict of laws principals. The venue for any dispute for this Agreement shall be the 18th Judicial District Court in Sedgwick County, Kansas.

8.3 This Agreement is effective as of the date of signing by both parties (Effective Date).

8.4 This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal discussions and written contracts between the parties on the subject matters addressed herein. No representations on the subject matters addressed herein have been made other than those set forth herein. The provisions of this Agreement are severable and if any part of it is found to be unenforceable, the other sections shall remain fully valid and enforceable.

8.5 Both parties to this Agreement understand, acknowledge, and agree that this is a binding agreement and contract upon the parties, their legal representatives, successors or assigns of the parties hereto. Neither party may assign their rights, duties, and responsibilities under this Agreement without the express written consent of the other party hereto.

8.6 The parties shall not transfer or assign their interests in this Agreement at any time without written consent from all parties.

IN WITNESS WHEREOF, City and Occupants have executed this Agreement by their authorized representative as set forth below to become effective upon final execution.

______________________________	______________________________
CITY OF CLEARWATER	AYSO
By:______________________	By: ____________________________
Date: ______________________	Date: ______________________________

City of Clearwater
City Council Meeting
August 27, 2024

Inserta Valve – Water Relocation – Sedgwick County Bridge Project B160

Context: In March 2024, Sedwick County approached the Cemetery District to obtain a permanent right of way on the south end of their property to change the approach on the bridge located just north of the railroad tracks on Tracy. The Cemetery granted the right of way for the project to continue.

The bridge project will include changing the approach off Diagonal and putting in a new bridge box that runs underneath Tracy. The box will be extended on either side to make it wider.

The City of Clearwater has a water line that runs on the west side of Tracy and has a 90 degree turn that runs under the railroad tracks towards Wood street. This is a 6” main line that runs north and south is made of ductile iron and is not encased. The 6” line that runs east and west under the tracks is also a ductile iron, but it is encased in concrete for protection.

The design plans for the bridge work have the new construction over the city’s existing water line. The construction crews will be digging deep enough for the county project to install the bridge box and rip rap that it will be within inches of our water line.

Sedgwick County Public Works would like the City to move the waterline out of the project’s area. The cost to do this is estimated to be $150,000 - $300,000. The pricing has a large range because there are a lot of unknowns that may be required by the railroad company. If this is the route the council would prefer to go, the north and south main line would be moved further west and having it run straight south underneath the railroad track.

The other option, that is recommended by staff, is to insert a valve on Wood street. During the construction phase of the project the city would be able to isolate the construction area by shut the water off on that stretch of main so if the line were to be hit (and most likely will be hit) there will be no interruption in service or downtime for the construction crews. The cost to insert a valve only on Wood will be around $18,000.

By not moving the water line, when it is directly inline with the bridge project, the City takes on the liability of fixing the water line if it becomes broken by the contractor. Public Works Director is confident that if the water line that runs north and south is broken, he has the materials and staff to replace the line.

Because the bridge project will be so close to our water line, it is also recommended by staff to encase the 6” water main running north and south in concrete the length that will be under the newly installed riprap.

Financial: $18,000 for an insert a valve can be paid with water reserve funds. If the council wanted to proceed with a water relocation the funds would need to be pulled from another reserve source such as the new building fund.

Legal Considerations: Review and comment as necessary.

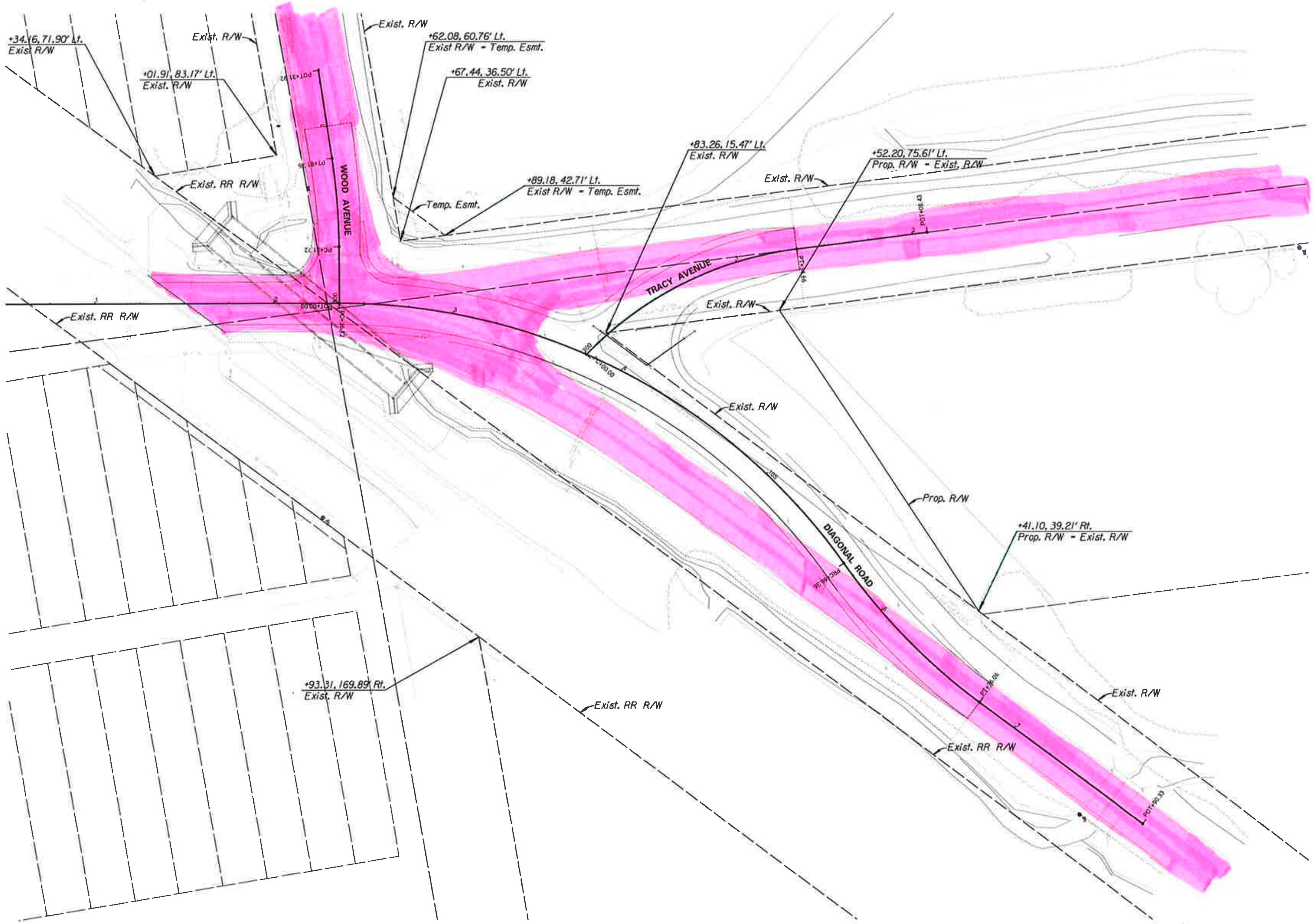
Recommendations/Actions: Approve the 2nd option to install a valve on Wood street to isolate the main line for Sedgwick County's bridge project and take on the liability of fixing the main line if damaged during their construction.

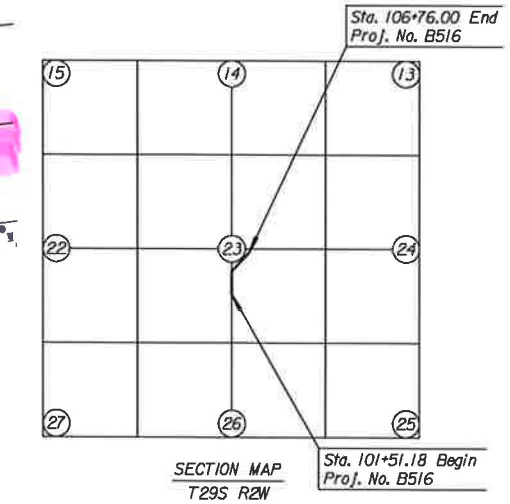
CURRENT

COUNTY	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
SEDGWICK	B516	2025	7	46

SCALE: 1"=40'

40' 0 40' 80'





SECTION MAP
T29S R2W

BY	DATE
REFERENCES NOTED	
REFERENCES CHECKED	

Drawn By : Road
Plotted : 3/4/2024
File : c:\transsystems\pw_local\transyscorp-pw1\mdbailey\d1312656\C-ROW-M01-101.dgn

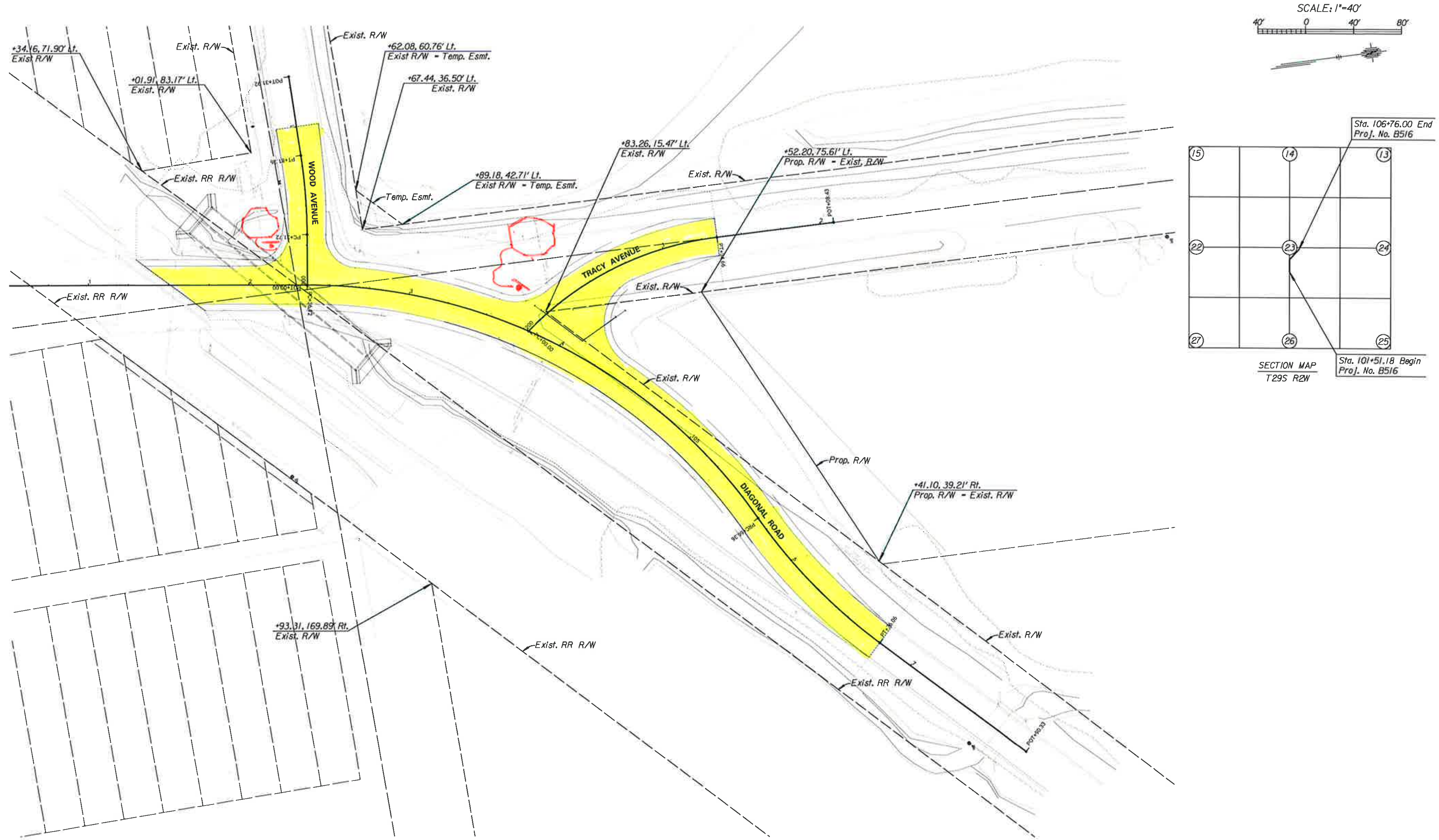
SEDGWICK COUNTY PUBLIC WORKS

RIGHT-OF-WAY PLAN

SEDGWICK COUNTY, KS

PROPOSED

COUNTY	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
SEDGWICK	B516	2025	7	46



SEDGWICK COUNTY PUBLIC WORKS

RIGHT-OF-WAY PLAN

SEDGWICK COUNTY, KS

7

BY	DATE
REFERENCES NOTED	
REFERENCES CHECKED	

Drawn By : Road
File : c:\transystems\pw_local\transyscorp-pw1\mdbailey\d1312656\C-ROW-M01-101.dgn
Plotted : 3/4/2024

FILE LOCATION: C:\Users\Engineer 1\OneDrive – CED\2024\20243400\DWG\Tracy Bridge.dwg TAB NAME: 22x36 USER:Engineer 1 SAVED:8/14/2024 4:11 PM PLOTTED:8/14/2024 4:13 PM

City of Clearwater
City Council Meeting
August 27, 2024

Certified Engineering Design, P.A. Administration and Inspection Services

---

Context: The 2024 Street Project will be starting in September 2024. The City of Clearwater has contracted with CED as their City Engineer.
It is important to have a qualified person provide direction to the contractor on behalf of the city and inspect infrastructure projects within the city to ensure proper methods are being used and the city code is being followed.

Financial: For the $5.8 million 2024 street project CED's fees will be $250,000 that will be covered by the General Obligation Temporary Note and be part of the overall project cost.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the contract with CED and authorize the mayor to sign the contract.

CONTRACT

FOR

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

BETWEEN

THE CITY OF CLEARWATER, KANSAS

AND

CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311

STREET IMPROVEMENT PROJECTS
IN CLEARWATER, KANSAS

THIS CONTRACT, made this ___ day of _________, 2024, by and between THE CITY OF CLEARWATER, KANSAS, party of the first part, hereinafter referred to as the “CITY” and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the “CONSULTANT”.

WITNESSETH:

WHEREAS the CITY intends to construct improvements to numerous streets in Clearwater, Sedgwick County, Kansas according to the approved plan set dated 4-25-24.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the “PROJECT”; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the construction phase services as required for the PROJECT.

A. CONSTRUCTION PHASE SERVICES

1. Transmit directions to the Contractor and provide guidance in the proper interpretation of the Contract Documents through consultation with the CITY.

2. Perform measurements and surveys that are required for documentation of work performed and for determination of Contractor's final pay quantities.

3. Provide adequate on-site inspection of the work, such services to be provided by experienced and qualified personnel who shall be responsible for observing the progress and quality of the executed work and determining that the work is proceeding in accordance with the Contract Documents.

4. Take field samples and/or test materials to be incorporated in the work, and reject or advise rejection of those not meeting the provisions of the Contract Documents.

5. Receive and review all test report records or certificates of compliance for materials tested off the Project site prior to the incorporation in the work.

6. Keep and maintain such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.

7. Measure and compute all materials identified in the bid items incorporated in the work and applicable pay items of work completed, and maintain an item account record.

8. Provide and submit CITY such periodic, intermediate and final reports and records as may be required by the CITY and as are applicable to the PROJECT.

9. To prepare and deliver (when PROJECT is completed) one certified copy (Bond) of “as-built” or “record” plans to the CITY.

II. <u>IN ADDITION, THE CONSULTANT AGREES:</u>

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

E. To submit progress billings to the CITY for the construction phase services work.

F. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than $2,000,000.00. In addition, a Workers’ Compensation and Employer’s Liability Policy shall be procured and maintained. This policy shall include an “all state” endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workers’ Compensation Laws. The liability limit shall be not less than:

Workers’ Compensation - Statutory

Employer’s Liability - $1, 000,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than $1,000,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office.

B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.

C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the performance of construction phase services required by this agreement shall be made on the basis of the lump sum fee amount specified below, which shall not be exceeded.

Construction Administration and Inspection (Not-to-Exceed Fee)……$250,000

B. The costs for construction material testing including soils, asphalt and concrete by an independent laboratory of the CONSULTANT'S selection shall be billed directly to the City of Clearwater, Kansas.

C. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. <u>THE PARTIES HERETO MUTUALLY AGREE</u>:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

C. That the services, except for surveying, to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its Mayor and attested by its City Clerk with the seal of the City of Clearwater, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.

____
Logan J. Mills, PE, PS

ATTEST;	CITY OF CLEARWATER, KANSAS
______________________________	______________________________
Jaye Poe, City Clerk	Burt Ussery, Mayor

City of Clearwater
City Council Meeting
August 27, 2024

Charter Ordinance – Officers and Employees

Context: On August 13, 2024, the City Council adopted ordinance 1111 changing the appointments to the Chisholm Trail Recreation Commission to be city residents. During the discussion it was pointed out that the wording for the first appointment at the next regularly scheduled appointment would be a member of council. Mayor Ussery informed the council that because the Rec Commission is a 4-year appointment, it might mean that if the member of council who is appointed to the board may not run for re-election of council but will still be appointed for the full 4 -years of the term for Rec Commission.

Councilmember Palmer-Witt asked if any one of the people who are appointed to the Rec Commission board are a resident of the city at the time of appointment but move out during the 4-year term, can they still be on the Rec Commission.

Counsel answered yes, they would since the State Statute stated members must live within the taxing district. In Clearwater's case the taxing district for the Rec Commission is the school district boundaries.

The City Council asked for an amendment to the ordinance to state that if a person moves out of the city would no longer be eligible to serve as a city appointed Rec Commission member. With the amendment, the council adopted the ordinance unanimously.

Upon investigating the remaining City Code and State Statute that pertains to appointed officers, Scott Ufford found in City Code Sec. 2-70 that exempts itself from KSA 15-209 as it applies to appointments of nonresidents of the city and city officers.

Because this is a "blanket" exemption out of Kansas Statute we cannot not sign off on Ordinance 1111 with the approved amendment "if they move out of the city they do not qualify" , until an amendment is done to Charter Ordinance 16.

The recommended amendment will state (amendments in Red):
"(b) The city elects to exempt itself from K.S.A. 15-209, as it applies to appointment of nonresidents of the city as city officers. Unless an appointed city officer is otherwise required by this Code to maintain residency within the City throughout the entirety of their appointment, if the mayor is authorized to make an appointment to office, then he may do so without regard to the residency of the appointee, except that the appointee must be a resident of this state. All other provisions of K.S.A. 15-209 shall be applicable to the city.

All appointees by the mayor to the Chisholm Trail Recreation Commission shall be subject to the same residency requirements as any appointed city officer who is required to maintain residency within the City throughout the entirety of their appointment."

Financial: No financial impact.

Legal Considerations: Legal has provided the amended Charter Ordinance

Recommendations/Actions: Adopt the Charter Ordinance amending the Exemption from State Statutes Regarding Mayoral Appointments.

THE CITY OF CLEARWATER, KANSAS

CHARTER ORDINANCE NO. 22

AN ORDINANCE OF THE CITY OF CLEARWATER, KANSAS, AMENDING CHAPTER 2, ARTICLE III, SECTION 2-70 OF THE CODE OF ORDINANCES, CITY OF CLEARWATER, KANSAS, EXEMPTION FROM STATE STATUTES REGARDING MAYORAL APPOINTMENTS.

WHEREAS, THE CITY OF CLEARWATER, KANSAS, has previously exempted itself from portions of K.S.A. 15-209, by Charter Ordinance, requiring that appointed officers, with the exception of the city attorney, municipal judge, and law enforcement officers, maintain residency within the City.

WHEREAS, there may arise circumstances where some appointed officer positions should be required to maintain residency within the City throughout their appointment; and

WHEREAS, Section 2-70 of the City Code does not currently allow for the City of Clearwater, Kansas, to establish certain appointed officer positions be required to maintain residency within the City throughout their appointment; and

WHEREAS, the governing body wishes that any mayoral appointment to the Chisholm Trail Recreation Commission will be subject to the same residency requirements as any appointed officer position that is required to maintain residency in the City throughout its appointment;

WHEREAS, THE CITY OF CLEARWATER, KANSAS, wishes to amend the City's code to clarify that it may create certain appointed officer positions that are required to maintain residency within the City throughout their appointment and that these requirements will apply to the mayoral appointments to the Chisholm Trail Recreation Commission.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, KANSAS:

SECTION 1: Section 2-70 of the Code of Ordinances, City of Clearwater, Kansas, is hereby amended to read as follows:

Sec 2-70. – Exemption from state statutes regarding mayoral appointments

a. The city elects to exempt itself from K.S.A. 15-201, pertaining to mayoral appointments to any city board, commission, advisory group or other body which is subject to approval of the city council.
b. The city elects to exempt itself from K.S.A. 15-209, as it applies to appointment of nonresidents of the city as city officers. Unless an appointed city officer is otherwise required by this Code to maintain residency within the City throughout the entirety of their appointment, if the mayor is authorized to make an appointment to office, then he may do so without regard to the residency of the appointee, except that the

appointee must be a resident of this state. All other provisions of K.S.A. shall be applicable to the city.

c. All appointees by the mayor to the Chisholm Trial Recreation Commission shall be subject to the same residency requirements as any appointed city officer who is required to maintain residency within the City throughout the entirety of their appointment.

SECTION 2: This Charter Ordinance shall be published in its entirety once a week for (2) consecutive weeks in the official City Newspaper

SECTION 3: This Charter Ordinance shall take effect 60 days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the Charter Ordinance as provided in Article 12, Section 5, subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting thereon.

ADOPTED by the Governing body of the City of Clearwater, Kansas, not less than two-thirds of the voting members elect voting in favor thereof, on this 27th day of August, 2024.

____
Burt Ussery, Mayor

ATTEST:

____
Jaye Poe, City Clerk

City of Clearwater
City Council
August 27, 2024

Employee Insurance

Context: At the August 13th meeting the council made a consensus to move forward with switch from State Employee Health Plan to Freedom Claims Management, Inc. (FCMI) By switching the City would be in more control of employee benefits than staying with the State Employee Health Plan (SEHP).

FCMI was asked to provide an agreement for the city attorney to review.

When the agreement has been approved, staff will notify SEHP that we will be cancelling the contract one year early, and employee onboarding will begin.

Financial: The City is budgeting $339,000 in medical costs for employees in 2025. With the plan from FCMI the City would pay approximately $185,000 instead of the State prices. By canceling the agreement, the City has with the State, we would be able to save around $115,000 after all fees including FCMI and State (one-time) fees.

That would be $115,000 to the city would keep paying claims and keep in our own reserve fund for future use, just in the first year.

An actuary was presented that showed the risks of how many people in our group would max out on claims. Out of 41 people (this number includes employees and all dependents), 2.93 people would max out in one year on claims.

Legal Considerations: Counsel has reviewed a sample contract and asked for some minor changes in the contract where "negligence" was stated. FCMI is reviewing the requested changes and will have a contract for the council's approval by Tuesday.

Recommendations/Actions: Authorize the mayor to sign the FCMI contract.

City of Clearwater
City Council Meeting
August 27, 2024

Sports Complex Master Plan

Context: In September 2023 the Governing Body hire Professional Engineering Consultants, P.A. to work with the Sports Complex stakeholders to create a master plan. The first meeting was in October 2023 where everyone listed their ideas for the sports complex. The priority items and usage for each organization was discussed and listed as follows:

Recreation Commission	USD 264	Park Advisory	AYSO	City
Baseball/softball field (5U-12U)	Baseball fields (Feb-May)	Private youth teams used during Spring	Spring/ Fall Usage	Improvement to lighting along walking path
Tee ball field	Softball fields (Feb-May)	Sand volleyball courts	Bathroom at soccer fields	Disc golf course
	Cross Country (1day/year)	Pocket Park	Storage for gear	Skate Park
	Pitching lane for baseball	New surface for parking	Handicap and Senior parking near soccer fields	Tornado Shelter in concession stand
	2nd Batting Cage	Additional fitness stations along walking path	Fall Soccer Tournament	New Concession Stand
	Artificial turf in infields of baseball and softball fields			Covered seating at Varsity fields
	Drainage improvements across fields			Fenced in playground
	Improvements to lightings			Sports announcer stand w/ sound system
	Hold Regional games for softball and baseball			Dog park
				Basketball court (full court)
				Pickleball Courts

After the initial meeting PEC came up with a couple of sketch drawings that included the following that was discussed amongst the group:
4th baseball field, t-ball field, outdoor basketball court, bathrooms near soccer field, dog park, new concession stand, 2 more sets of batting cages, turf infields, pitching lanes for varsity fields, pocket park.
After the first review of the drawing the Rec Commission asked if there was a space at the sports complex that recreation building could go. Other suggestions were relocating some of the facilities in the sketch plans.
PEC took the feedback and created 2 renderings. One with a recreation facility and one without. The plan included

1. New parking areas,
2. 4th baseball field (230')
3. T-ball field
4. All turf existing infields
5. Outdoor basketball court
6. Existing skate park
7. Existing disc golf course
8. Park signage
9. New concession stand – new location
10. 2 additional batting cages
11. Restroom near soccer fields
12. New surface on tennis court
13. New rec facility
14. Seating and shade at tennis courts

PEC put an estimate together for all items that included all demo, clearing, erosion control, building costs, concrete work, pavement, signs, trees, shrubs and sod. The pricing they provided are estimates only. Total cost of all improvements was estimated at $10,885,327.53

Staff have contacted the Kansas Department of Wildlife and Parks to see if an indoor basketball court (rec center) would be allowed on the property. The annual assurance statement the city signs each year specifically states we will not convert any portion of the area to non-outdoor recreation facilities. However, Beki Zook said they could possibly consider it if it helped promote outdoor recreation. I have reached out to understand what they consider outdoor recreation and if the building was multipurpose (indoor/outdoor) if it would be considered.

Financial: There is no financial commitment at this time. It is for information only for possible future planning.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Review and comment on the master plan.

KANSAS DEPARTMENT OF WILDLIFE AND PARKS
512 SE 25th AVENUE
PRATT, KS 67124

2024 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT
Land & Water Conservation Fund (LWCF)

Whereas, **City of Clearwater** has received financial assistance from the Land & Water Conservation Fund for the following project(s):

NPS Project No.	Project Title
20-00533	City Recreation Area Acq.

The subgrantee does hereby assure that it:

1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance;
2. will not install any overhead electric or telephone lines on project areas;
3. will maintain the project area and facilities in a safe, attractive, and inviting manner;
4. will maintain sanitary facilities in accordance with local/state health standards;
5. will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration;
6. will keep facilities open for public use during reasonable hours of the day and times of the year;
7. will permanently display a LWCF sign (symbol) at all project areas;
8. will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife and Parks and the National Park Service.
10. will submit any new development plans for the project site to Kansas Department of Wildlife and Parks prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife and Parks for their files.

City of Clearwater
Project Sponsor

** *I certify that I have the authority to sign for this project sponsor* **

Date: 2.13.2024

Signature:

Printed Name: Burt Ussery

Title: Mayor

CHISHOLM TRAIL SPORTS PARK MASTER PLAN

CLEARWATER, KS

CHISHOLM TRAIL SPORTS PARK MASTER PLAN

CLEARWATER, KS

PEC

Opinion of Construction Costs - Master Plan Level Estimate

7/3/2024

Description				
Project Breakdown		**Quantity**	**Unit Cost**	**Projected Cost**
	Site Costs	1	$5,111,823.03	$5,111,823.03
	Baseball Field (per Field)	2	$876,581.15	$1,753,162.30
	Adaptive Use Field	1	$646,697.25	$646,697.25
	Softball Field - Infield Artificial Turf	1	$180,764.50	$180,764.50
	Gymnasium	1	$1,500,000.00	$1,500,000.00
	Alternate 1 - Baseball field #1 Infield Artificial Turf	1	$343,241.00	$343,241.00
Construction Subtotal				**$9,535,688.08**
General Requirements Subgroup				
	Supervision - 3 month			$60,000.00
	Overhead & Profit - 4%			$381,427.52
	Construction Mobilization/Staging/General Conditions			$50,000.00
	GC Bonds - 2%			$190,713.76
	7% Design and Pricing Contingency			$667,498.17
Construction Subtotal				**$1,349,639.45**
	Total Cost			**$10,885,327.53**

Field #1

Details		Quantity	Unit	Cost/Unit	Budget Cost
230' Baseball Field					
Natural Grass Outfield turf infield/ foul lines					
	laser grade subgrade layer, topsoil layer, remove stone etc	32,625.0	SF	$ 0.09	$2,936.25
	spread on-site stockpiled topsoil 2" over ballfield areas to be sodded	0.0	CY	$ 12.50	$0.00
	subgrade prep for sod areas of field	0.0	SF	$ 0.13	$0.00
	synthetic turf infield/ foul lines	32,625.0	SF	$ 9.50	$309,937.50
	fertilizer and amendments	0.0	SF	$ 0.07	$0.00
	laser grade and roll topsoil	0.0	SF	$ 0.09	$0.00
	bermudagrass sod, big-roll	0.0	SF	$ 0.70	$0.00
	roll sod after root-in. Maintain ballfield sod for 30 days	0.0	SF	$ 0.06	$0.00
	bases, hollywood	2.0	SET	$ 610.00	$1,220.00
	base ground anchor mount, in concrete footing	2.0	SET	$ 390.00	$780.00
	plugs, mushroom base	14.0	EA	$ 26.50	$371.00
	removable pitchers rubber @ 3 distances	1.0	EA	$ 262.50	$262.50
	home plate, hollywood bury all	1.0	EA	$ 233.75	$233.75
	foul pole in concrete footing	0.0	EA	$ 5,662.50	$0.00
	concrete pavement for dugouts	0.0	SF	$ 6.00	$0.00
	prefab dugout; concrete footings for posts	0.0	EA	$ 50,000.00	$0.00
	team bench with back and rear shelf	0.0	EA	$ 3,055.00	$0.00
	scorers box	1.0	EA	$ 27,500.00	$27,500.00
	bull pen	0.0	EA	$ 25,000.00	$0.00
	sccoreboards with supports	0.0	EA	$ 15,000.00	$0.00
	fencing and backstops (netting backstop/ cmu low wall)	0.0	LS	$ 90,000.00	$0.00
	irrigation for ballfield	0.0	SF	$ 0.90	$0.00
	infield clay	0.0	TON	$ 95.00	$0.00
	pitchers mound clay	0.0	TON	$ 125.00	$0.00
	batters and catchers box clay	0.0	TON	$ 115.00	$0.00
	field lighting	0.0	EA	$ 225,000.00	$0.00
	bleachers	0.0	EA	$ 7,500.00	$0.00
	backstop padding	0.0	EA	$ 15,000.00	$0.00
	shade structure - steel	0.0	EA	$ 18,000.00	$0.00
	misc equipment (signage/ cages)	0.0	LS	$ 2,500.00	$0.00
	concrete mow strip around perimeter	0.0	lf	$ 25.00	$0.00
	portable game mounds (250')	0.0	EA	$ 8,000.00	$0.00
	portable fencing	0.0	EA	$ 15,000.00	$0.00
Total Field Cost					**$343,241.00**

Description	Field #2	Quantity	Unit	Unit Cost	Subtotal	Labor	Total Cost
SOFTBALL FIELD TURF							
01- General Requirements							
	erosion control		allowance		$1,000.00	$0.00	$1,000.00
	Temporary Barriers and Parking		allowance		$1,000.00	$0.00	$1,000.00
							$2,000.00
02- Existing Conditions							
	General Site Clearing	0.00	ls	$5,000.00	$0.00	$0.00	$0.00
32- Exterior Improvements							
	laser grade subgrade layer, topsoil layer, remove stone etc	15,673.0	SF	$ 0.09	$1,410.57	$0.00	$1,410.57
	Scorer's Box	1.00	ea	$27,500.00	$27,500.00	$0.00	$27,500.00
	synthetic turf infield/ foul lines	15,673.0	SF	$ 9.50	$148,893.50	$0.00	$148,893.50
	bases, hollywood	2.0	SET	$ 610.00	$1,220.00	$0.00	$1,220.00
	base ground anchor mount, in concrete footing	2.0	SET	$ 390.00	$780.00	$0.00	$780.00
	plugs, mushroom base	14.0	EA	$ 26.50	$371.00	$0.00	$371.00
	removable pitchers rubber @ 3 distances	1.0	EA	$ 262.50	$262.50	$0.00	$262.50
	home plate, hollywood bury all	1.0	EA	$ 233.75	$233.75	$0.00	$233.75
							$178,764.50
33- Utilities							
34- Transportation							
	Construction Subtotal						$180,764.50

Field #3 and New 4th Field

Details	Quantity	Unit	Cost/Unit	Budget Cost
230' Baseball Field				
Natural Grass Outfield turf infield/ foul lines				
laser grade subgrade layer, topsoil layer, remove stone etc	51,655.0	SF	$ 0.09	$4,648.95
spread on-site stockpiled topsoil 2" over ballfield areas to be sodded	1,804.0	CY	$ 12.50	$22,550.00
subgrade prep for sod areas of field	33,241.0	SF	$ 0.13	$4,321.33
synthetic turf infield/ foul lines	17,630.0	SF	$ 9.50	$167,485.00
fertilizer and amendments	33,241.0	SF	$ 0.07	$2,326.87
laser grade and roll topsoil	33,241.0	SF	$ 0.09	$2,991.69
bermudagrass sod, big-roll	33,241.0	SF	$ 0.70	$23,268.70
roll sod after root-in. Maintain ballfield sod for 30 days	33,241.0	SF	$ 0.06	$1,994.46
bases, hollywood	2.0	SET	$ 610.00	$1,220.00
base ground anchor mount, in concrete footing	2.0	SET	$ 390.00	$780.00
plugs, mushroom base	14.0	EA	$ 26.50	$371.00
removable pitchers rubber @ 3 distances	1.0	EA	$ 262.50	$262.50
home plate, hollywood bury all	1.0	EA	$ 233.75	$233.75
foul pole in concrete footing	2.0	EA	$ 5,662.50	$11,325.00
concrete pavement for dugouts	525.0	SF	$ 6.00	$3,150.00
prefab dugout; concrete footings for posts	2.0	EA	$ 50,000.00	$100,000.00
team bench with back and rear shelf	2.0	EA	$ 3,055.00	$6,110.00
scorers box	1.0	EA	$ 27,500.00	$27,500.00
bull pen	2.0	EA	$ 25,000.00	$50,000.00
sccoreboards with supports	1.0	EA	$ 15,000.00	$15,000.00
fencing and backstops (netting backstop/ cmu low wall)	1.0	LS	$ 90,000.00	$90,000.00
irrigation for ballfield	33,241.0	SF	$ 0.90	$29,916.90
infield clay	0.0	TON	$ 95.00	$0.00
pitchers mound clay	0.0	TON	$ 125.00	$0.00
batters and catchers box clay	0.0	TON	$ 115.00	$0.00
field lighting	1.0	EA	$ 225,000.00	$225,000.00
bleachers	2.0	EA	$ 7,500.00	$15,000.00
backstop padding	1.0	EA	$ 15,000.00	$15,000.00
shade structure - steel	2.0	EA	$ 18,000.00	$36,000.00
misc equipment (signage/ cages)	1.0	LS	$ 2,500.00	$2,500.00
concrete mow strip around perimeter	385.0	lf	$ 25.00	$9,625.00
portable game mounds (250')	1.0	EA	$ 8,000.00	$8,000.00
portable fencing	0.0	EA	$ 15,000.00	$0.00
Total Field Cost				**$876,581.15** x2

	Details	T-ball	Quantity	Unit		Cost/Unit	Budget Cost
~~250' Baseball Field~~							
Natural Grass Outfield turf infield/ foul lines							
	laser grade subgrade layer, topsoil layer, remove stone etc		14,500.0	SF	$	0.09	$1,305.00
	spread on-site stockpiled topsoil 2" over ballfield areas to be sodded		0.0	CY	$	12.50	$0.00
	subgrade prep for sod areas of field		0.0	SF	$	0.13	$0.00
	synthetic turf infield/ foul lines		14,500.0	SF	$	9.50	$137,750.00
	fertilizer and amendments		0.0	SF	$	0.07	$0.00
	laser grade and roll topsoil		0.0	SF	$	0.09	$0.00
	bermudagrass sod, big-roll		0.0	SF	$	0.70	$0.00
	roll sod after root-in. Maintain ballfield sod for 30 days		0.0	SF	$	0.06	$0.00
	bases, hollywood		1.0	SET	$	610.00	$610.00
	base ground anchor mount, in concrete footing		2.0	SET	$	390.00	$780.00
	plugs, mushroom base		14.0	EA	$	26.50	$371.00
	removable pitchers rubber @ 3 distances		1.0	EA	$	262.50	$262.50
	home plate, hollywood bury all		1.0	EA	$	233.75	$233.75
	foul pole in concrete footing		2.0	EA	$	5,662.50	$11,325.00
	concrete pavement for dugouts		600.0	SF	$	6.00	$3,600.00
	prefab dugout; concrete footings for posts		2.0	EA	$	50,000.00	$100,000.00
	team bench with back and rear shelf		2.0	EA	$	3,055.00	$6,110.00
	scorers box		0.0	EA	$	27,500.00	$0.00
	bull pen		0.0	EA	$	25,000.00	$0.00
	sccoreboards with supports		1.0	EA	$	15,000.00	$15,000.00
	fencing and backstops (netting backstop/ cmu low wall)		1.0	LS	$	90,000.00	$90,000.00
	irrigation for ballfield		0.0	SF	$	0.90	$0.00
	infield clay		0.0	TON	$	95.00	$0.00
	pitchers mound clay		0.0	TON	$	125.00	$0.00
	batters and catchers box clay		0.0	TON	$	115.00	$0.00
	field lighting		1.0	EA	$	225,000.00	$225,000.00
	bleachers		1.0	EA	$	7,500.00	$7,500.00
	backstop padding		0.0	EA	$	15,000.00	$0.00
	shade structure - steel		2.0	EA	$	18,000.00	$36,000.00
	misc equipment (signage/ cages)		1.0	LS	$	2,500.00	$2,500.00
	concrete mow strip around perimeter		334.0	lf	$	25.00	$8,350.00
	portable game mounds (250')		0.0	EA	$	8,000.00	$0.00
	portable fencing		0.0	EA	$	15,000.00	$0.00
Total Field Cost							**$646,697.25**

Description		Quantity	Unit	Unit Cost	Subtotal	Labor	Total Cost
SITE IMPROVEMENTS							
01- General Requirements							
	erosion control		allowance		$20,000.00	$0.00	$20,000.00
	Temporary Barriers and Parking		allowance		$10,000.00	$0.00	$10,000.00
							$30,000.00
02- Existing Conditions							
	General Site Clearing	1.00	LS	$5,000.00	$5,000.00	$0.00	$5,000.00
	Demo - Baseball Field 3	1.00	LS	$25,000.00	$25,000.00	$0.00	$25,000.00
	Demo - Consession Building	1.00	LS	$5,000.00	$5,000.00	$0.00	$5,000.00
	Demo Asphalt / Concrete	1.00	LS	$5,000.00	$5,000.00	$0.00	$5,000.00
							$40,000.00
12- Furnishings							
	benches	0.00	ea	$3,000.00	$0.00	$0.00	$0.00
	trash/ recycle	10.00	ea	$1,500.00	$15,000.00	$0.00	$15,000.00
	picnic tables for park shelters	0.00	ea	$1,600.00	$0.00	$0.00	$0.00
	picnic table- misc site	0.00	ea	$1,600.00	$0.00	$0.00	$0.00
	1 table/4 chairs	0.00	ea	$4,500.00	$0.00	$0.00	$0.00
	dumpster	0.00	ea	$12,000.00	$0.00	$0.00	$0.00
							$15,000.00
13- Special Construction							
	Gymnasium	1.00	ea	$1,500,000.00	$1,500,000.00	$0.00	$1,500,000.00
	Restroom / Concession Building	1.00	ea	$300,000.00	$300,000.00	$0.00	$300,000.00
	Restroom - Soccer	1.00	ea	$150,000.00	$150,000.00	$0.00	$150,000.00
	Open Air Picnic Shelter	0.00	ea	$80,000.00	$0.00	$0.00	$0.00
	Tennis Court Tensile Shade Structure	2.00	ea	$20,000.00	$40,000.00	$0.00	$40,000.00
	Tennis Court Bleachers	2.00	ea	$7,500.00	$15,000.00	$0.00	$15,000.00
	Batting Cage	2.00	ea	$50,000.00	$100,000.00	$0.00	$100,000.00
	Lighting	1.00	ea	$50,000.00	$50,000.00	$0.00	$50,000.00
	Signage	1.00	ea	$100,000.00	$100,000.00	$0.00	$100,000.00
							$2,255,000.00
31- Earthwork							
	earthwork- allowance		allowance		$0.00	$0.00	$30,000.00
							$30,000.00
32- Exterior Improvements							
	Curb & Gutter	5,258.00	lf	$15.00	$78,870.00	$0.00	$78,870.00
	Concrete Sidewalk - 4"	144,994.10	sf	$5.50	$797,467.55	$0.00	$797,467.55
	Condrete Drive - 6"	11,144.58	sf	$6.00	$66,867.48	$0.00	$66,867.48
	Asphalt - 5" with subbase	0.00	sf	$26.00	$0.00	$0.00	$0.00
	Gravel Paving	121,304.00	sf	$6.00	$727,824.00	$0.00	$727,824.00
	Pavement Markings	0.00	lf	$1.60	$0.00	$0.00	$0.00
	Tennis court resurfacing	12,360.00	sf	$3.00	$37,080.00	$0.00	$37,080.00
	Tennsi Court Fencing	552.00	lf	$25.00	$13,800.00	$0.00	$13,800.00
	Basketball Goal	2.00	ea	$800.00	$1,600.00	$0.00	$1,600.00
	Basketball Striping	1.00	ea	$2,000.00	$2,000.00	$0.00	$2,000.00
	pedestrian pavers	0.00	sy	$93.00	$0.00	$0.00	$0.00
	mulch	0.00	cy	$100.00	$0.00	$0.00	$0.00
	trees	111.00	ea	$600.00	$66,600.00	$0.00	$66,600.00
	shrubs	300.00	ea	$80.00	$24,000.00	$0.00	$24,000.00
	Sod	271,056.00	sf	$1.50	$406,584.00	$0.00	$406,584.00
	tree wells/grates	0.00	ea	$5,000.00	$0.00	$0.00	$0.00
	Irrigation	0.00	sf	$1.25	$0.00	$0.00	$0.00
	Artificial Turf	0.00	sf	$26.00	$0.00	$0.00	$0.00
	Handicap sign	14.00	ea	$2,500.00	$35,000.00	$0.00	$35,000.00
	Perimeter fencing	0.00	lf	$50.00	$0.00	$0.00	$0.00
	Bollard	0.00	ea	$1,500.00	$0.00	$0.00	$0.00
							$2,178,823.03
33- Utilities							
	water service		allowance		$150,000.00	$0.00	$150,000.00
	fire hydrant		allowance		$50,000.00	$0.00	$50,000.00
	sanitary sewer service		allowance		$8,000.00	$0.00	$8,000.00
	electrical service, distribution and feeders, mis devices,	1.00	ls	$350,000.00	$350,000.00	$0.00	$350,000.00
	communications service		allowance		$5,000.00	$0.00	$5,000.00
							$563,000.00
34- Transportation							
	Construction Subtotal						$5,111,823.03