



City of Clearwater Council Meeting Agenda
Tuesday June 24, 2025, at 6:30pm
129 E Ross Clearwater, KS 67026

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1. **Call to Order/ Invocation and Flag Salute**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. **Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [Previous Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
6. **Staff Reports**
7. **Business**
 - a. **Public Hearing/ Action:** [Special Assessments - Indian Ridge at Clearwater](#)
 - b. **Action:** [Chisholm Ridge Lot Offer](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1118

Resolution: 11-2025

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**
June 10, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

Mayor Burt Ussery called the meeting to order at 6:30 p.m. followed the invocation and flag salute.

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:
Mayor Burt Ussery, Councilmembers; Justin Shore, Crystal Walter, Samantha Warkins, Shirely Palmer-Witt and Tim Robben.

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Kirk Ives, Amber Ives, Jared Dinwiddie, and City Attorney, Jennifer Hill.

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, there were none.

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

4. Public Forum

None.

5. Consent Agenda

Mayor Ussery asked if there was any question on the consent agenda and if not asked for a motion to approve.

Previous Council Meeting Minutes

Claims and Warrants

Mayoral Appointment

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council asked if the striping on 4th street should be double line, Zollinger stated that it was just brought to her attention that the striping was dashed rather than a double line, and she will follow up with the contractor responsible. The missing speed limit sign on North 4th Street was also discussed; staff will investigate the matter. Council asked about the progress on the road project, Zollinger stated the rain has caused delays, but they are about $\frac{3}{4}$ of the way done with $\frac{1}{2}$ of the streets completed. Zollinger mentioned that the estimated completion date is September 1st. An inquiry was made regarding the patio at Brew'd Awakening. Zollinger clarified that the Alcoholic Beverage Control (ABC) oversees such matters and, since the patio is on private property, a sidewalk café permit from the City is not required. Council mentioned the sales tax revenue is higher than projected, Zollinger noted the \$148,205.53 collected so far is for this calendar year.
- Fire Department – Jared Dinwiddie – Council asked how the fundraising event went, Dinwiddie shared that and estimated \$900 was raised from the hot dog sales and the garage sale.
- Police Department – Kirk Ives – None.

- Public Works/Parks – Courtney Zollinger – Cole and Chadd are in Salina for training. Council inquired about the possibility of installing low water crossing signs on Wood Street, noting that recent heavy rainfall caused high water in certain locations, including an incident involving a floating vehicle. Zollinger mentioned Public Works did put out barricades at multiple intersections where there was high water and will look into the signs.
- Senior Center – Amber Ives –.

7. **Business**

a. **Chisholm Ridge Lot Offer**

At the previous meeting, the City reviewed an offer of \$30,000 for all four City-owned Chisholm Ridge lots, which included a 7% brokerage fee. The Council countered with an offer of \$50,000, no brokerage fee, a minimum requirement of two houses to be built, and owner occupancy within 365 days of closing. Klausmeyer Construction said they will commit to building 4 houses within one year and will offer \$32,000 for the four lots. Council discussed the last lot sold at \$17,500 and before then the lots were sold at \$15,000 per lot. The total investment in these four lots is estimated at \$47,510.45. It was asked where the funds go when a lot is sold, Zollinger answered that the funds go back into the general fund and was budgeted to receive \$30,000 this year. It was also discussed that 16 years remain on the special assessments, totaling approximately \$3,792.92 per year, which would transfer to the new owners upon sale. The City covered water and sewer improvements at large, while street improvements were assessed to the properties. Council discussed commission on selling the lots, Palmer-Witt mentioned it being about 3%. Shore is not in favor of selling the lots at this rate, Warkins, Palmer-Witt and Robben would like to see the debt off the City books. They questioned how to hold the potential buyer liable in the case that they do not build within the 365 days, Hill said that there could be a liquidated damages clause in the agreement that could account for the loss of estimated taxes that would have been received had houses built, but it could be speculative and the court costs could be more than estimation. Zollinger confirmed that if certificates of occupancy are issued by August 25th, the properties would appear on the December tax roll. The consensus from council was to sell the lots but to with closing costs and commissions included in the sale of the property.

Motion: *Palmer-Witt* moved; *Warkins* seconded to authorize staff to draw up a contract with Klausmeyer Construction as stated. Voted and passed unanimously with Shore voting no.

b. **Water and Sanitary Sewer Study**

With the growth of the city and potential future growth it is recommended to have another comprehensive study done on the water and sanitary sewer system, so the governing body has a better understanding of the current infrastructure and how it can withstand potential growth. The last sanitary sewer study was 2002 and the last water study was 2009. Certified Engineering Design's (CED) fee to conduct the study is \$15,000 to \$20,000 for the two studies. Equipment reserve funds from water and sewer will be used to pay for the study. Warkins asked how they would conduct the water study, Zollinger stated that she understood they would use the water tower, pull from the wells, look at water rights, general consumption to determine if a second water tower or more rights are needed. She asked about the Fire hydrant testing, Zollinger stated that Public Works already does this regularly so there is data for that and CED would look at possible potential growths to include the various potential properties to be annexed in or developed in Clearwater. Warkins asked if they would look into a sewer treatment plant, Zollinger said it is possible if the current 4-cell system that we have can't support the future potential growth. Zollinger informed council that Meyer Specialties recently did an inventory of the city owned lines and will use that information in this study. Shore asked if there was no need for a competitive bid since CED is our City Engineer, Zollinger said that is correct.

Motion: *Walter* moved; *Robben* seconded to approve Certified Engineering Design to conduct the water and wastewater study. Voted and passed unanimously.

c. **Senior Center Design-Bid-Build**

The past several years the governing body has recognized the increased need to expand the senior center to

accommodate more people and more activities as one time. Zollinger has been working with architect David Wells from SPT Architecture to evaluate the growth of the senior center plan for expansion. David Wells works with Professional Engineering Consultants (PEC) for engineering. He also designed the first Senior Center, just under a different firm. Wells reviewed the data of members and potential growth and proposed 2 additions to accommodate the growth. One was to the south where there is currently a lawn creating an additional 800 sq ft and the 2nd was to the west where the overhang drive through is adding 700 sq ft. The cost for a firm to create a design-bid-build on one section will be between \$40,000 and \$50,000. This will create a plan and bid documents for the city to carry out the expansion. The city currently has \$162,500 in equipment reserve funds to go towards this project. There are also other funds that can be diverted to this project in equipment reserve such as the electronic sign and funds set aside for the Tracy and Ross empty lot that total an additional \$96,692. The cost of building will continue to rise as time passes. The current estimated cost to expand is around \$375 per square foot. If the council moves forward with a design -bid-build packet the city will be able to get a better estimated cost for the project and better determine the funds needed to carry out an addition. Zollinger mentioned a matching CDBG grant available for community facilities that will require a special study since Clearwater is 29% LMI and the grant requires 51%. When applying for grants, documents for the project are needed so the application process can't start until there is a drawing, this grant is from May 1st to Nov 14th. Wells suggested doing the south expansion due to it being lawn only currently, Zollinger mentioned that would cut back on irrigation and mowing. Council asked if the cost would double if they added both expansions to the design, Warkins replied probably. The expansion on the South is more due to the sewer lines currently there. Wells quoted \$200/sq.ft, for the structure alone, Zollinger added the additional \$175/sq.ft to account for the drainage that would have to be moved. Wells did mention possibly running this under residential rather than commercial to save some money since it is zoned residential. Warkins informed Council that the fee would include a master plan layout with the wants and needs for the potential growth and code compliance. The current building is 3,163 sq.ft. Mayor Ussery likes the expansion to the West; he believes food distribution could be done there and have the entrance on the East side. Discussion on removable walls, suspended panels or dropped ceilings to help with noise and furnishings was had. Council discussed the option of doing both expansions, Zollinger stated there would not be enough cash to pay to have both expansions built, but the option to bond is there for Council to decide. Warkins stated that the West side expansion could be put in as a bid alternate. The West side would affect the circle drive. The consensus from Council was to do a design-bid-build to include both options and approve a maximum of \$85,000.

Motion: Palmer-Witt moved; **Walter** seconded to approve of hiring PEC and David Wells to create a design-bid-build packet for both expansions at the senior center utilizing equipment reserve funds. Voted and passed unanimously with Warkins abstaining.

8. Governing Body

Walter – None.

Shore – None.

Warkins – There will be a Fall Festival meeting on Monday where the Church of Nazarene and Cornerstone will be in attendance. Warkins is trying to spread and add more events for 2025.

Palmer-Witt – Was supposed to have her first Recreation meeting tomorrow, but it was rescheduled for next Wednesday.

Robben - None.

Ussery – None.

9. Executive Session

None.

10. Adjournment

Motion: Palmer-Witt moved; **Warkins** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:22 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 June 10th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 24th day of June 2025.

Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Workshop - **MINUTES**
June 10, 2025
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 7:22 p.m.

2. Budget Discussion

Zollinger presented the special requests from the departments for Council to review and decide to keep or cut.

Administration	Replace Stone Trash Cans in 200 Block of E Ross (2 @Emprise, 1 @Pizza Hut)	Use EQ Admin Funds Instead (Marketing/ Discretionary/Repairs)
\$250	Wichita Chamber of Commerce	Council Consensus to Cut – Shore mentioned Goddard Chamber of Commerce with Maize.
\$250	WAMPO	Mayor on board and can vote, Council decided to keep.
\$650	REAP	Palmer-Witt, Warkins and Robben voted no, Walter and Shore yes – Kept on Budget
\$100	SCAC	Palmer-Witt and Warkins vote no, Robben, Walter and Shore yes – Kept on Budget
Senior Center		
\$1,400	Insurance/ Maintenance for Passenger Van (\$600 with DoA - Total \$2,000)	Council Consensus to Keep
\$16,000	Parking Lot	Council Consensus to Keep
Police		
	Add Eq Res Line item for Bullet Proof Vests	PD removed due to other option available
\$2,000	Increase EQ Res for PD Vehicles	Council Consensus to Keep
	Add Eq Res Line for AED Replacement	PD removed - Found an alternative program
Court		
\$792	Increase Municipal Judge Pay by 6%	No increase since 2021 - Council Consensus to Keep
\$720	Increase Municipal Prosecutor by 6%	No increase since 2021 - Council Consensus to Keep
Public Works		
\$2,000	Increase Eq Res Transfer for Backhoe by \$2,000 in PW/WTR/SWR	Council Consensus to Keep
Fire		
	NEW Tender (15-year payment)	Council removed \$40k use EQ RES for \$200k used Tender
\$13,500	Replace Flooring in Training Room, office, bathrooms	Council Consensus to Keep
	Gear Racks	Council removed \$6k – Felt it is Not a need
\$1,700	EMS Mannequins for Training	Council Consensus to Keep
\$2,000	Increase Eq Res Transfer for Radios by \$2,000	Council Consensus to Keep
\$500	Increase Eq Res Transfer for Bunker Gear	Council Consensus to Keep
\$2,145	Increase Inland Marine Policy to \$200,000	Council Consensus to Keep
\$600	Nomex & Gloves	Council Consensus to Keep
\$1,500	Boots (3 sets) See SPPRJ	Council Consensus to Keep
\$800	Helmets (2 helmets) See SPPRJ	Council Consensus to Keep
\$700	Fire Resistant Flashlights (6 lights) See SPPRJ	Council Consensus to Keep
	Parking Lot	Removed, will have PW repair since not a public lot and be good training for PW
\$31,000	New Generator	Council Consensus to Keep
Pool	\$13,000 - Parking Lot	EQ RESERVE Balance
Special Projects	\$0- Walkability	\$249,489 Council move some of this to Senior Center if needed.
	\$0 - Empty Lot Ross/ Tracy	Moved \$55,450 to Senior Center per Council
	\$95,976 - Infrastructure Improvement	\$308,778.73
	\$0 - Electronic Sign Replacement	Moved \$41,242 to Senior Center per Council
	\$0 - Streetlight Installation Fund	\$5,000.00
	\$0 - Senior Center Addition	\$258,842.50
	\$0 - ARC 95 (Clearwater area around 2034)	\$10,000.00
	\$1,500 - Pedestrian Symbols for Kansas	Council Consensus to Keep – 2 signs each block

Council decided to stay RNR Neutral. Mayor Ussery stated that the School will be exceeding their RNR, and said their enrollment is still decreasing even though they have the largest freshman class they have had in a while. Zollinger mentioned the budget does account for a 3% salary increase for employees. Council discussed the \$800,000 in reserves, Zollinger said it was increased to \$850,000 and is not tied up in a CD since it is for emergency situations that would keep the city operating for 3 months per the auditor.

3. Adjournment

Motion: *Shore* moved; *Walter* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:40PM

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 June 10th, 2025, City Council Workshop.

Given under my hand and official seal of the City of Clearwater, Kansas, this 24th day of June 2025.

Jaye Poe, City Clerk

Check Register Report

Date: 06/17/2025

Time: 1:52 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								
51723	06/18/25	Printed			AIR	AIR VACUUM CORPORATION	AIRVAC FILTERS	4,545.00
51724	06/18/25	Printed			AMAZ	AMAZON BUSINESS	CREDIT FOR WATER CAN NOT DELIVERED	205.83
51725	06/18/25	Printed			ARC	ARC PHYSICAL THERAPY PLUS	DRUG SCREEN CORBETT HIRING PD	35.00
51726	06/18/25	Printed			BBL1	B & B LUMBER	KEY and Box Rail Brackets	265.74
51727	06/18/25	Printed			BTM	BOUND TREE MEDICAL	NARCAN NASAL SPRAY	176.97
51728	06/18/25	Printed			BSWI	BRENNTAG SOUTHWEST, INC.	SODIUM HYDROXIDE FOR POOL	391.00
51729	06/18/25	Printed			BUDD	LAURA BUDD	POOL PARTY CANCEL 7/5/2025	200.00
51730	06/18/25	Printed			CPSS1	CENTRAL POWER SYSTEMS & SERV	FIRE GENERATOR ANNUAL MAINT	695.65
51731	06/18/25	Printed			CLEAR	CLEARWATER BOOSTER CLUB	BUSINESS MEMBERSHIP	125.00
51732	06/18/25	Printed			CLEARWATE	CLEARWATER PUBLIC LIBRARY	LIBRARY APPROPRIATION	55,443.99
51733	06/18/25	Printed			CORE &	CORE & MAIN LP	SMART MODE RECEIVERS	4,320.00
51734	06/18/25	Printed			CORO	CORO MEDICAL LLC	AED REPLACEMENT FOR PD	711.00
51735	06/18/25	Printed			ENDS	JAMIE ENDSLEY	BEL AIRE TRAINING REIMBURSE court software	33.60
51736	06/18/25	Printed			EPR	EPR SYSTEMS USA INC	FIREWORKS SUBSCRIPTION	2,843.00
51737	06/18/25	Printed			FIRE S	FIRE SAFETY USA, INC	TRAFFIC VESTS	457.45
51738	06/18/25	Printed			GAL1	GALL'S INC.	BOOTS FOR CORBETT	106.67
51739	06/18/25	Printed			GLENDA	GLENDA GLADFELTER	PAINT FOR SCHOOLHOUSE/ANCESTRY	255.78
51740	06/18/25	Printed			HOME	HOME DEPOT	PAINT ROLLERS	944.08
51741	06/18/25	Printed			IRIS	IRIS BLOSSOMS	HUGHES SYMPATHY FLOWERS	80.00
51742	06/18/25	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	71 LOCATES	94.43
51743	06/18/25	Printed			KRW1	KANSAS RURAL WATER ASSN.	KRWA MEMBERSHIP 2025	1,028.00
51744	06/18/25	Printed			KIDWELL	SHAWNA KIDWELL	POOL PARTY RESERVE MIX UP REFUND 1/2	200.00
51745	06/18/25	Printed			MSS1	MAYER SPECIALTY SERVICES LLC	RELIN 8" SANITARY SEWER	69,994.68
51746	06/18/25	Printed			MHF1	MEL HAMBELTON FORD	VEH #5 OIL CHANGE POL DEPT	73.47
51747	06/18/25	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	BACTERIA TESTING WATER	135.00
51749	06/18/25	Printed			MIG1	MIZE'S THRIFTWAY	BATTERIES FOR LOCATIONS	176.14
51750	06/18/25	Printed			MC05	MULVANE COOP	WIRE BRUSH/HOSE END MALE	22.05
51751	06/18/25	Printed			OR	O'REILLY AUTO PARTS	SEAL FOR MUSHROOM PUMP	40.97
51752	06/18/25	Printed			ORKIN	ORKIN	PEST CONTROL FD PD AD SR CTR	214.00
51753	06/18/25	Printed			JUSTIN P	JUSTIN PATRICK	Mileage/ Turnpike Reimbursemen	436.63
51754	06/18/25	Printed			PEI	PERSONNEL EVALUATION INC.	HIRING TESTING/ CORBETT PD	25.00
51755	06/18/25	Printed			PCA1	PETTY CASH	MAILING REPORTS TO TOPEKA PD	8.65
51756	06/18/25	Printed			PCC	PROFESSIONAL CODE COMPLIANCE	CODE COMPLIANCE JULY	1,700.00
51757	06/18/25	Printed			CR01	CAROL REITBERGER	SWIM DIAPERS FOR AQUATIC CTR	23.63
51758	06/18/25	Printed			RJ01	ROASTER JOE'S	PW DRINKING WATER	46.98
51759	06/18/25	Printed			ROSS	COOPER ROSS	TRAINING IN AUGUSTA REIMBURSE mileage	56.00
51760	06/18/25	Printed			SCDF	SEDGWICK COUNTY	MAY 2025 PRISONER HOUSING	42.75
51761	06/18/25	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,724.18
51762	06/18/25	Printed			SOUTH	SOUTH CENTRAL SEALING	4TH ST STRIPING	5,215.00
51763	06/18/25	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	PUBLIC HEARING INDIAN RIDGE	587.88
51764	06/18/25	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	V #5 SENSOR REPLACEMENT	203.47
51765	06/18/25	Printed			TRUG	TRUGREEN	SR CTR/MONUMENT/CP/CTSC	679.80
51766	06/18/25	Printed			USP1	U.S. POSTMASTER	POST OFFICE BOX MUSEUM	84.00
51767	06/18/25	Printed			UIN1	UNITED INDUSTRIES, INC.	GASKET FOR POOL	504.68

Check Register Report

Date: 06/17/2025

Time: 1:52 pm

Page: 2

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								
51768	06/18/25	Printed			WCI1	WASTE CONNECTIONS, INC.	TRASH/RECYCLE	17,674.09
51769	06/18/25	Printed			WL01	WHITNEY LANDSCAPING	JUNE MOWING	7,063.00
51770	06/18/25	Printed			WORKSTEPS	WORKSTEPS, INC	HIRING TESTING CORBETT	75.00
					Total Checks: 47		Checks Total (excluding void checks):	179,965.24
					Total Payments: 47		Bank Total (excluding void checks):	179,965.24

Check Register Report

Date: 06/17/2025

Time: 1:52 pm

Page: 3

City of Clearwater

BANK: EMPRISE BANK - EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK - EFT Checks								
3625	06/18/25	Printed			BEAM	BEAM	JULY BEAM BENEFIT	1,279.34
3626	06/18/25	Printed			BLUE	BLUE CROSS AND BLUE SHIELD	JULY BCBS PREMIUM	17,030.26
3629	06/18/25	Printed			VISA	CARDMEMBER SERVICES	G WORKS OVERNIGHT CHECK	2,699.56
3630	06/18/25	Printed			CGSI	CASEY'S	STATEMENT	2,708.43
3631	06/18/25	Printed			CLA1	COLONIAL LIFE	JUNE COLONIAL PREMIUM	87.30
3632	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	319 W. ROSS FIRE STATION	418.65
3633	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	107 S. GRAIN OLD TOWN BUILD	44.32
3634	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS CITY HALL	379.84
3635	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	400 W. ROSS PUBLIC WORKS	130.24
3636	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	604 E. ROSS WELL HOUSE AT PARK	136.77
3637	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	650 E. ROSS POOL HOUSE/PK LTS	957.26
3638	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	SPORTS COMPLEX 1001 E. ROSS	389.15
3639	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	SEWER PONDS 11159 S. 135TH	247.43
3640	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	149 N. FOURTH MUSEUM	121.67
3641	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	901 CLEARCREEK LIFT STATION	130.75
3642	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS OLD TOWNSHIP BLD	26.55
3643	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX	63.20
3644	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1100 E. ROSS CR PONDS	26.55
3645	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	602 E. ROSS CITY PARK	234.03
3646	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS PW BUILDING #2	27.73
3647	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	STREET LIGHTS	2,376.19
3648	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	100 E. ROSS EMPTY LOT	42.45
3649	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9731 S. 135TH DIAG SIGN/WATER	25.29
3650	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1200 E. ROSS CR PONDS	26.55
3651	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9801 S. 135TH PUMP	75.85
3652	06/18/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	921 E. JANET SR CTR	461.99
3653	06/18/25	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	MAY POOL CONCESSION SALES TAX	36.70
3654	06/18/25	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	MAY WATER SALES TAX	404.23
3655	06/18/25	Printed			KANSAS	KANSAS TURNPIKE AUTHORITY	VEH #3 TOLLS FOR TRAINING CLAS	9.00
3656	06/18/25	Printed			KPERS	KPERS	.01 DIFFERENCE FOR KPERS	0.01
3658	06/18/25	Printed			SAM1	SAM'S CLUB	ICE CREAM/CORN DOGS CONCESSION	1,752.63
3659	06/18/25	Printed			VER	VERIZON WIRELESS	FIRE DEPT BROADBAND	40.01
3660	06/18/25	Printed			VER	VERIZON WIRELESS	STATEMENT	518.41
Total Checks: 33					Checks Total (excluding void checks):			32,908.34
Total Payments: 33					Bank Total (excluding void checks):			32,908.34
Total Payments: 80					Grand Total (excluding void checks):			212,873.58

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: June 18, 2025
Re: Administration Report

- The assessed valuation came in from the County with a total of \$27,198,148. The Revenue-Neutral Rate is 52.73. 2025 mill levy is 58.887.
- The Cemetery District determined that they will not exceed the RNR for 2026.
- I will be out of the office June 19th and 20th.
- The Mayor, Chief Ives, Myself, Superintendent and Principal all met with Senator Blasi on June 10th.
- Brew'd Awakening has submitted an extension with ABC for a patio for their patrons. They will be using a gazebo in the parking lot with a rope barrier. They stated they have permission from the owners to use the space. They said there will be no alcohol poured, served or mixed in this area, but patrons can bring their drinks on the patio if approved by ABC. Should the City desire to make any comments, suggestions or recommendations relative to the granting of or refusal to grant a license; or, the premise for which licensure is sought or to request a hearing pursuant to K.S.A. 41-318 or 41-2608, it may do so by submitting such comments, suggestions, recommendations or requests to ABC within 10 days of June 18th.
- I've been working with Carol Barrientez to help with the Recreation Commission financial reconciliations and budget. I will be attending their June 18th meeting which will include their budget discussion.
- Planning Commission will be holding a hearing on July 1st to amend the zoning ordinance to accommodate accessory structures on larger lots and lot sizes in R-2 districts.
- The Board of Zoning Appeals will hold a hearing on July 1st for 416 N 1st Ct for a variance to place a privacy fence beyond the front of the house.
- Year to Date (May 2025): 1% Sales Tax Collected: **\$148,205.53**
- Total Sales Tax Collected since January 2024: **\$437,626.84**

Dates to Remember

- July 1st – Planning Commission/ Board of Zoning Appeals Meeting
- July 4th – City Office Closed – Pool Party at Aquatic Center
- July 8th – Finalize Budget
- August 26th – Budget Hearing and Adoption

Active Nuisances/ Code Violations

205 S Tracy	321 E Nancy	317 E Ross	150 N Tracy	139 N Gorin
249 N Grant	130 N Grant	235 N Lee	148 S 3 rd	131 S Prospect
310 E Wood	208 W Ross	601 Rolling Hills Dr	148 N Lee	

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: June 19th, 2025
Re: Fire Department Staff Report

- Clearwater Fire responded to **10** medical calls and **2** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** 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 **2** emergency calls.
- To Date: The CRV has been unstaffed **16** times.
- The department cancelled its meeting scheduled for the 17th due to severe weather.
- Due to the meeting cancellation, the department will hold a recognition of service for Kurtis Lauterbach at our meeting on July 1st.
- The department had no incidents involving the severe weather.
- CMO Patrick, FF's Grizzle, Churchman, McElroy, D. Schauf, and N. Schauf attended the annual "Into the Job" symposium held at the Scottish Right Center in Wichita on the 20th and 21st.
- The department will have an ISO rating review/update on the 30th.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: June 19, 2025

Re: Police Department Staff Report

Officers:

Officers have been very busy with warrants again.

We can tell its summertime again the DV cases are up.

DUI arrests are also up.

Officer Corbett, our new officer, has started his 4 weeks of FTO training and is doing well.

Police Clerk:

SPV permits this year to date is 83.

Building:

Nothing to report.

Vehicles:

Our new vehicle has been pushed back due to availability.

Matters of interest since the last meeting on Police Activity:

We have had 60 dispatched/reported calls with 23 arrests and 16 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: June 24th, 2025

Subject: Public Works Summary

1. Two water valve insertions
2. Ball fields dragged
3. Added millings to alleys and maintained them with the speed mover
4. Picked up and delivered Commodities
5. Replaced Pump at the wastewater wet well in Park Glen
6. Cl and Caustic delivered to pool
7. Added chemicals to the pool
8. Removed downed tree branches from storm (cut up and hauled) from park
9. Removed downed trees from north Lee to open road
10. Chadd Posch and I attended a two-day electrical schematics class in Salina on June 10th, 11th
11. Mowed city-maintained properties
12. Meter reads
13. Cut lumber for the senior center project,
14. Maintenance equipment
15. Delivered grill to fire station
16. Repaired holes in backstop net at diamond #2
17. all work orders as they came in
18. all other normal duties



Clearwater Senior Center
Staff Report

June 18, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

Our first car wash of the year went great with 7 cars coming through. This is not a fundraiser, but rather a service to help seniors out. Many have voiced that it is just too powerful to be able to wash their cars, so a couple of us have agreed that we can certainly help them out. I will be seeking groups around Clearwater that might want to get some community service hours logged for this event in the future. We will continue to wash cars until fall.

Commodities have arrived and boxes are being put together. Even though I am out on vacation Thursday and Friday, I will be making posts for the Center on Facebook reminding people to stop in and grab a box.

Just a reminder – you are all welcome to come and enjoy a lunch on Tuesday, July 8th. However, if you are free July 1 – 3, we have plenty of activities for you to join and have a great time getting to know these amazing seniors!

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater
City Council Meeting
January 9, 2024**

Park Glen Estates Phase 2 - Special Assessment Proceedings

Context: In June 2022 and in March 2023, the governing body approved improvements for Indian Ridge at Clearwater addition (Resolutions 10-2022, 12-2022, 13-2022, 14-2022, 06-2023, 07-2023, and 08-2023).

At the May 27, 2025, meeting, City Council approve the Final Costs certified the assessment roll, and approved the date of the public hearing (June 24, 2025) The notice was mailed out to all owners in Indian Ridge at Clearwater notifying them of the special assessment hearing.

The City Clerk has not received any written objection to the special assessments.

The next steps in the special assessment proceedings is:

1. Open a public hearing to allow for any verbal or written objections to the special assessments for Indian Ridge at Clearwater.
2. Adopt an Ordinance levying special assessments on certain property to pay the costs of internal improvement in the City of Clearwater, KS, as heretofore authorized by Resolution 10-2022, 12-2022, 13-2022, 14-2022, 06-2023, 07-2023, 08-2023; and providing for the collection of such special assessments.
3. Adopt a resolution authorizing the offering for sale of General Obligation bonds, Series 2025, of the City of Clearwater, KS

Each property owner will receive another notification informing them of their options to pay in whole or part to the City by July 24, 2025. If not paid the bonds will be issued for a collection period of 20 installments.

Financial: All costs will be either prepaid by the current owner or special assessments.

Legal Considerations: Gilmore and Bell have provided all the ordinances and resolutions. Review and comment as necessary.

Recommendations/Actions: Recommended Actions

1. Open a Public Hearing
2. Adopt Ordinance
3. Adopt Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON JUNE 24, 2025**

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 Mayor opened a public hearing for the purpose of receiving written or oral objections and considering proposed assessments for the costs of certain internal improvements previously authorized by the governing body of the City. It was determined by the governing body that notice of the public hearing was duly published and mailed in accordance with K.S.A. 12-6a01 *et seq.* Thereafter, the Mayor adjourned the public hearing.

An Ordinance was presented entitled:

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN
PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE
CITY OF CLEARWATER, KANSAS, AS PREVIOUSLY AUTHORIZED BY
RESOLUTION NOS. 10-2022, 06-2023, 07-2023, AND 08-2023 OF THE CITY; AND
PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.**

The Ordinance was considered and discussed, and on motion of Councilmember _____,
seconded by Councilmember _____, the Ordinance was passed by the following vote:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then numbered Ordinance No. 1118 was signed and approved by the Mayor and attested by the City Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City. The City Clerk was further directed to cause a Notice of Assessment to be mailed to each and all of the known property owners affected thereby on the same date that the Ordinance or a summary thereof is published.

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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)

City Clerk

(Published in *The Times-Sentinel* on July 2, 2025)

ORDINANCE NO. 1118

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NOS. 10-2022, 06-2023, 07-2023, AND 08-2023 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the governing body of the City of Clearwater, Kansas (the “City”) has previously authorized certain internal improvements (the “Improvements”) to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body has conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

Section 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Project No. 1 - Indian Ridge at Clearwater – Paving Improvements

Resolution No. 10-2022

Construction of pavement on ARROWHEAD/TOMAHAWK ST. from the north line of Ross Ave. including cul-de-sac to the north line of Lot 11, Block 1; COPPERHEAD ST., from the east line of Arrowhead St. to the east line of Lot 9, Block 3; INDIAN LAKES DR. from the north line of Arrowhead St. to the north line of Lot 15, Block 2, with plans and specifications to be furnished by the City Engineer of the City of Clearwater, Kansas. Storm Sewer to be installed as necessary. Sidewalk to be installed as approved by the City of Clearwater.

Project No. 2 – Indian Ridge at Clearwater - Sanitary Sewer Improvements

Resolution No. 08-2023

Construction of a lateral sanitary sewer

Project No. 3 – Indian Ridge at Clearwater - Water Distribution Improvements

Resolution No. 07-2023

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances

Project No. 4 – Indian Ridge at Clearwater - Storm Water Drain Improvements

Resolution No. 06-2023

Construction of storm sewer pipe and grading

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on ***Exhibit A*** attached hereto.

Section 2. Payment of Assessments. The amounts so levied and assessed in ***Section 1*** hereof shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part by July 24, 2025.

Section 3. Notification. The City Clerk shall notify the owners of the properties described in ***Exhibit A*** attached hereto (insofar as known to the City Clerk) of the amounts of their respective assessments. The notice shall also state that unless such assessments are paid by July 24, 2025, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

Section 4. Certification. Any amount of special assessments not paid within the time prescribed in ***Section 2*** hereof shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in 20 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication of the Ordinance or a summary thereof once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on June 24, 2025 and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original Ordinance; that the Ordinance was passed on June 24, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Times-Sentinel*** on July ___, 2025.

DATED: June 24, 2025.

City Clerk

EXHIBIT A-1

INDIAN RIDGE AT CLEARWATER IMPROVEMENTS

Legal Description (Indian Ridge at Clearwater)	PIN Number	Paving	Sewer	Water	Stormwater
Lot 1, Block 1		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 1		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Pt. of Lot 3, Block 1	30026196	\$8,406.95	\$5,451.29	\$6,813.45	\$5,679.41
Pt. of Lot 3, Block 1	30020127	\$8,081.40	\$5,240.20	\$6,549.61	\$5,459.49
Pt. of Lot 4, Block 1	30026216	\$8,652.62	\$5,610.59	\$7,012.55	\$5,845.38
Pt. of Lot 4, Block 1	30020128	\$7,835.73	\$5,080.90	\$6,350.50	\$5,293.52
Pt. of Lot 5, Block 1	30026214	\$8,300.55	\$5,382.29	\$6,727.21	\$5,607.53
Pt. of Lot 5, Block 1	30020129	\$8,187.81	\$5,309.19	\$6,635.84	\$5,531.37
Pt. of Lot 6, Block 1	30026212	\$8,125.81	\$5,268.99	\$6,585.60	\$5,489.49
Pt. of Lot 6, Block 1	30020130	\$8,362.54	\$5,422.49	\$6,777.46	\$5,649.41
Lot 7, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 8, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 10, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 11, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 12, Block 1					\$11,138.90
Lot 13, Block 1					\$11,138.90
Lot 14, Block 1					\$11,138.90
Lot 15, Block 1					\$11,138.90
Lot 16, Block 1					\$11,138.90
Lot 17, Block 1					\$11,138.90
Lot 18, Block 1					\$11,138.90
Lot 19, Block 1					\$11,138.90
Lot 20, Block 1					\$11,138.90
Lot 21, Block 1					\$11,138.90
Lot 22, Block 1					\$11,138.90
Lot 23, Block 1					\$11,138.90
Pt. of Lot 1, Block 2	30020148	\$6,802.75	\$4,411.09	\$5,513.32	\$4,595.68
Pt. of Lot 1, Block 2	30030021	\$9,685.60	\$6,280.40	\$7,849.73	\$6,543.22
Pt. of Lot 2, Block 2	30020149	\$7,771.97	\$5,039.55	\$6,298.82	\$5,250.44
Pt. of Lot 2, Block 2	30030022	\$8,716.38	\$5,651.93	\$7,064.23	\$5,888.45
Lot 3, Block 2					\$11,138.90
Lot 4, Block 2					\$11,138.90
Lot 5, Block 2					\$11,138.90

Lot 6, Block 2					\$11,138.90
Lot 7, Block 2					\$11,138.90
Lot 8, Block 2					\$11,138.90
Lot 9, Block 2					\$11,138.90
Lot 10, Block 2					\$11,138.90
Lot 11, Block 2					\$11,138.90
Lot 12, Block 2					\$11,138.90
Lot 13, Block 2					\$11,138.90
Lot 14, Block 2					\$11,138.90
Pt. of Lot 15, Block 2	30020162	\$7,807.51	\$5,062.60	\$6,327.63	\$5,274.45
Pt. of Lot 15, Block 2	30030023	\$8,680.84	\$5,628.89	\$7,035.43	\$5,864.44
Pt. of Lot 16, Block 2	30020163	\$8,160.34	\$5,291.38	\$6,613.58	\$5,512.81
Pt. of Lot 16, Block	30030024	\$8,328.01	\$5,400.10	\$6,749.47	\$5,626.08
Lot 1, Block 3					\$11,138.90
Lot 2, Block 3					\$11,138.90
Lot 3, Block 3			\$10,691.48		\$11,138.90
Lot 4, Block 3			\$10,691.48		\$11,138.90
Pt. of Lot 5, Block 3	30020168	\$14,752.38	\$4,782.92	\$5,978.07	\$4,983.07
Pt. of Lot 5, Block 3	30030026	\$18,224.32	\$5,908.57	\$7,384.99	\$6,155.82
Pt. of Lot 6, Block 3	30020169	\$7,377.68	\$4,783.88	\$5,979.27	\$4,984.08
Pt. of Lot 6, Block 3	30030025	\$9,110.67	\$5,907.60	\$7,383.78	\$6,154.82
Lot 7, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 8, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 1, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Parcel One*			\$10,691.48		

*Parcel One is legally described as: Beginning at a point on the South line and 360.00 feet east of the Southwest corner of the Southwest Quarter of Section 24, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, thence north parallel with the West line of said Southwest Quarter, 282.45 feet, thence east parallel with the South line of said Southwest Quarter, 179.43 feet, thence south parallel with the West line of said Southwest Quarter 282.45 feet, thence west along the South line of said Southwest Quarter, 179.43 feet to the point of beginning.

NOTICE OF ASSESSMENT

July 2, 2025
City of Clearwater, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that pursuant to Ordinance No. 1118 (the “Ordinance”) of the City of Clearwater, Kansas (the “City”) there has been assessed against the property the costs of certain internal improvements previously authorized by the governing body of the City (the “Improvements”). The description of the Improvements, the resolution number authorizing the same and the amount of assessment are set forth on ***Schedule I*** attached hereto.

You may pay this assessment in whole or in part to the City Treasurer of the City by July 24, 2025; and if the amount is not paid within the time period, bonds will be issued therefor, and the balance of such assessment will be collected in 20 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.* Interest accruing between the date set forth above and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Jaye Poe, City Clerk

SCHEDULE I**INDIAN RIDGE AT CLEARWATER IMPROVEMENTS**

Legal Description (Indian Ridge at Clearwater)	PIN Number	Paving	Sewer	Water	Stormwater
Lot 1, Block 1		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 1		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
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Pt. of Lot 6, Block 1	30020130	\$8,362.54	\$5,422.49	\$6,777.46	\$5,649.41
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Lot 8, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 10, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 11, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 12, Block 1					\$11,138.90
Lot 13, Block 1					\$11,138.90
Lot 14, Block 1					\$11,138.90
Lot 15, Block 1					\$11,138.90
Lot 16, Block 1					\$11,138.90
Lot 17, Block 1					\$11,138.90
Lot 18, Block 1					\$11,138.90
Lot 19, Block 1					\$11,138.90
Lot 20, Block 1					\$11,138.90
Lot 21, Block 1					\$11,138.90
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Pt. of Lot 1, Block 2	30030021	\$9,685.60	\$6,280.40	\$7,849.73	\$6,543.22
Pt. of Lot 2, Block 2	30020149	\$7,771.97	\$5,039.55	\$6,298.82	\$5,250.44
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Lot 3, Block 2					\$11,138.90
Lot 4, Block 2					\$11,138.90
Lot 5, Block 2					\$11,138.90

Lot 6, Block 2					\$11,138.90
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Lot 8, Block 2					\$11,138.90
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Lot 13, Block 2					\$11,138.90
Lot 14, Block 2					\$11,138.90
Pt. of Lot 15, Block 2	30020162	\$7,807.51	\$5,062.60	\$6,327.63	\$5,274.45
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Lot 1, Block 3					\$11,138.90
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Pt. of Lot 5, Block 3	30020168	\$14,752.38	\$4,782.92	\$5,978.07	\$4,983.07
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Lot 8, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 1, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Parcel One*			\$10,691.48		

*Parcel One is legally described as: Beginning at a point on the South line and 360.00 feet east of the Southwest corner of the Southwest Quarter of Section 24, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, thence north parallel with the West line of said Southwest Quarter, 282.45 feet, thence east parallel with the South line of said Southwest Quarter, 179.43 feet, thence south parallel with the West line of said Southwest Quarter 282.45 feet, thence west along the South line of said Southwest Quarter, 179.43 feet to the point of beginning.

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Clearwater, Kansas, does hereby certify that on July ___, 2025, the date on which Ordinance No. 1118 (the “Ordinance”) of the City was published, I caused to be mailed to the owners of the properties liable for the assessments set out in the Ordinance, at their last known post office addresses, a Notice of Assessment showing the respective assessments levied against their properties and stating the manner in which the assessments will be collected.

A sample copy of the form of such Notice of Assessment is attached hereto.

WITNESS my hand and seal as of _____, 2025.

(Seal)

Jaye Poe, City Clerk

[attach sample copy of form]

CERTIFICATE OF CITY TREASURER

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Treasurer of the City of Clearwater, Kansas (the “City”), does hereby certify that within the time allowed by Ordinance No. 1118 of the City for the payment of special assessments in cash, property owners specially assessed for the costs of certain internal improvements previously authorized by the governing body of the City, paid in cash the amounts set forth below:

Resolution No.	Amount
10-2022	
06-2023	
07-2023	
08-2023	
<i>TOTAL</i>	\$ _____

WITNESS my hand on _____, 2025.

City Treasurer

(Published in *The Times-Sentinel* on July [], 2025)

SUMMARY OF ORDINANCE NO. 1118

On June 24, 2025, the governing body of the City of Clearwater, Kansas, passed an ordinance entitled:

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NOS. 10-2022, 06-2023, 07-2023, AND 08-2023 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in Indian Ridge at Clearwater which have been benefitted from certain internal improvements constructed pursuant to K.S.A. 12-6a01 *et seq.* and provides an opportunity for prepayment, in whole or in part, of the special assessments. A schedule of the amounts of the special assessments and the property benefitted are attached to the Ordinance. Any amount of special assessments not paid within the time prescribed in the Ordinance shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by law. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 129 E. Ross Avenue, Clearwater, Kansas 67026. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.clearwaterks.org.

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

DATED: June 24, 2025.

City Attorney

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON JUNE 24, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds, Series 2025, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER,
KANSAS.**

Councilmember _____ seconded the motion to adopt the Resolution. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 11-2025.

* * * * *

(Other Proceedings)

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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

RESOLUTION NO. 11-2025

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS.

WHEREAS, the City of Clearwater, Kansas (the “Issuer”) has previously authorized certain improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Paving improvements	10-2022	12-6a01 <i>et seq.</i>	\$451,780.85
Sanitary sewer improvements	08-2023	12-6a01 <i>et seq.</i>	267,287.12
Water distribution improvements	07-2023	12-6a01 <i>et seq.</i>	293,987.22*
Storm water drain improvements	06-2023	12-6a01 <i>et seq.</i>	556,944.81
<i>Total:</i>			<i>\$1,570,000.00</i>

*Excluding a \$19,450 City at-large obligation that has been paid by the City
; and

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements and to retire the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Improvements (collectively the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2022A	10/13/2022	10/01/2025	\$1,060,000	\$1,060,000	\$1,060,000	08/29/2025
2023A	04/13/2023	10/01/2026	1,015,000	1,015,000	470,000	08/29/2025

; and

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay costs of the Improvements and to retire the Refunded Notes; and

WHEREAS, the Governing Body of the Issuer (the “Governing Body”) has selected the firm of Ranson Financial Group, LLC, Wichita, Kansas (the “Financial Advisor”), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements and to retire the Refunded Notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Clerk to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to

authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS, AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the Issuer's General Obligation Bonds, Series 2025 (the "Bonds") described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Bond Sale"). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Mayor and Clerk in conjunction with the Financial Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a Notice of Intent to Seek Private Placement before the date of the bond sale in a newspaper of general circulation in Sedgwick County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and awarded or rejected in the manner set forth in the Notice of Bond Sale.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; and (b) make provision for payment and/or redemption of the Refunded Notes from proceeds of the Bonds, including providing notice of early redemption for such Refunded Notes.

The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies,

telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on June 24, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

To:

Re: \$1,570,000* City of Clearwater, Kansas, General Obligation Bonds, Series 2025

The undersigned are the duly acting Mayor and Clerk of the City of Clearwater, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the purchaser (the “Purchaser”) of the above-referenced bonds (the “Bonds”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF CLEARWATER, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF BOND SALE

\$1,570,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2025**

(GENERAL OBLIGATION BONDS PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Facsimile, email and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) of the City of Clearwater, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of email and facsimile bids, and via PARITY® in the case of electronic bids, until 11:00 a.m. applicable Central Time (the “Submittal Hour”), on

TUESDAY, AUGUST 12, 2025

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon by the Governing Body of the Issuer (the “Governing Body”) at its meeting to be held at 6:30 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated August 28, 2025 (the “Dated Date”), and will become due in principal installments on October 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2026	\$45,000	2036	\$75,000
2027	55,000	2037	80,000
2028	55,000	2038	85,000
2029	60,000	2039	90,000
2030	60,000	2040	90,000
2031	60,000	2041	95,000
2032	65,000	2042	100,000
2033	65,000	2043	110,000
2034	70,000	2044	115,000
2035	75,000	2045	120,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2026 (the “Interest Payment Dates”).

***Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone, electronic or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m. applicable Central Time, on the business day immediately following the Sale Date. The actual purchase price for the Bonds shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the “Bond Register”) of the Bond Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”) (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in “book entry” form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would

adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to maturity on October 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, any provider of municipal bond insurance and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and an ordinance and a resolution adopted by the Governing Body (collectively the "Bond Resolution") for the purpose of paying costs of certain sanitary sewer, water distribution, storm water drain and paving improvements (the "Improvements"). The Bonds shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements, and if not so paid, from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

Submission of Bids. Facsimile and email bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked "Proposal for General Obligation Bonds, Series 2025." Facsimile bids should not be preceded by a cover sheet and should be sent only once to **(316) 265-5403**. Email bids should be sent only once to the Financial Advisor at ***bids@ransonfinancial.com***. Confirmation of receipt of facsimile or email bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. ***Any bid submitted shall include the initial offering prices to the public for each maturity of the Bonds.*** If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer and Financial Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%. No bid for less than ***98.0%*** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification described under the caption "Establishment of Issue Price" in this Notice.

Good Faith Deposit. A good faith deposit is **not** required in connection with the submission of a bid.

Basis of Award. The award of the Bonds will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the Issuer or the bidder. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees

to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer's acceptance of the Successful Bidder's proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the Governing Body.

Bond Ratings. The Issuer has **not** applied for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

If the Successful Bidder elects to purchase the Bonds with municipal bond insurance, certain rating agencies will assign their ratings to the Bonds with the understanding that upon delivery of the Bonds, a policy insuring the payment when due of the principal of and interest on the Bonds will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for the preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **AUGUST 28, 2025** (the "Closing Date"), to DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder

(collectively, the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Bonds and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Bonds pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and (4) the Issuer anticipates awarding the sale of the Bonds to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Bonds.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Bonds to the Successful Bidder and the following provisions shall apply to the Bonds. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of any maturity of the Bonds has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Bonds after the Submittal Hour will not affect the purchase price for the Bonds submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated July [], 2025, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. 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	\$()
Tangible Valuation of Motor Vehicles.....	()
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$()

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$13,685,000. Temporary notes in the principal amount of \$1,530,000 will be retired out of proceeds of the Bonds, which will reduce the outstanding general obligation indebtedness of the Issuer to \$12,155,000.

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and State income tax matters relating to the interest on the Bonds.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed 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.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned or from the Financial Advisor at the addresses set forth below:

DATED: June 24, 2025.

CITY OF CLEARWATER, KANSAS

By: Jaye Poe, Clerk

Issuer Address:

129 E. Ross, P.O. Box 453
Clearwater, Kansas 67026
Attn: Jaye Poe, Clerk
Phone No.: (620) 584-2311
Fax No.: (620) 584-3119

Email: jpoe@clearwaterks.org

Financial Advisor – Facsimile and Email Bid Delivery Address:

Ranson Financial Group, LLC
200 W. Douglas, Suite 600
Wichita, Kansas 67202
Attn: Larry Kleeman
Phone No.: (316) 264-3400
Fax No.: (316) 265-5403
Email: bids@ransonfinancial.com

NOTICE OF INTENT TO SEEK PRIVATE PLACEMENT

**CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS, SERIES 2025**

Notice is hereby given that the City of Clearwater, Kansas (the “Issuer”) proposes to seek a private placement of the above-referenced bonds (the “Bonds”). The maximum aggregate principal amount of the Bonds shall not exceed \$1,630,000. The proposed sale of the Bonds is in all respects subject to approval of a bond purchase agreement between the Issuer and the purchaser of the Bonds and the passage of an ordinance and adoption of a resolution by the Governing Body authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds.

DATED: June 24, 2025.

Jaye Poe, Clerk

KANSAS REGISTER

DOCUMENT NO. _____

(Above space for Register Office Use)

Submission Form
Municipal Bond Sale Notice
(K.S.A. 10-106 as amended)

TITLE OF
DOCUMENT

NOTICE OF INTENT TO SEEK PRIVATE PLACEMENT

Re: City of Clearwater, Kansas, General Obligation Bonds, Series 2025, Dated August 28, 2025.

NUMBER OF PAGES: []

DESIRED PUBLICATION DATE: July 16, 2025

BILL TO: Jaye Poe, Clerk
129 E. Ross, P.O. Box 453
Clearwater, Kansas 67026

Please email an Affidavit of Publication to: cmcmillan@gilmorebell.com at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME: _____

PHONE: _____ (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable **Kansas Register** publication guidelines. I further certify that submission of this item for publication in the **Kansas Register** is authorized by the municipality which has issued the notice.

Authorized Signature

Typed Name of Signer

Position

TRANSMIT TO: Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: kansasregister@sos.ks.gov

THIS SPACE FOR REGISTER OFFICE USE ONLY

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS, SERIES 2025

TO: Jaye Poe, Clerk
City of Clearwater, Kansas

August 12, 2025

For \$1,570,000* principal amount of General Obligation Bonds, Series 2025, of the City of Clearwater, Kansas (the "Issuer"), to be dated August 28, 2025, as described in the Notice of Bond Sale dated June 24, 2025 (the "Notice"), said Bonds to bear interest as follows:

Stated Maturity October 1	Principal Amount*	Annual Rate of Interest	Initial Offering Price		Stated Maturity October 1	Principal Amount*	Annual Rate of Interest	Initial Offering Price
2026	\$45,000	%	%		2036	\$75,000	%	%
2027	55,000	%	%		2037	80,000	%	%
2028	55,000	%	%		2038	85,000	%	%
2029	60,000	%	%		2039	90,000	%	%
2030	60,000	%	%		2040	90,000	%	%
2031	60,000	%	%		2041	95,000	%	%
2032	65,000	%	%		2042	100,000	%	%
2033	65,000	%	%		2043	110,000	%	%
2034	70,000	%	%		2044	115,000	%	%
2035	75,000	%	%		2045	120,000	%	%

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount\$1,570,000*
Less Discount (not to exceed 2.0%)..... -
Plus Premium (if any)
Total Purchase Price \$

Total interest cost to maturity at the rates specified \$
Net interest cost (adjusted for Discount and/or Premium) \$
True Interest Cost %

- ☐ The Bidder elects to purchase Municipal Bond Insurance from (circle one of the following): [AGM] [BAM]
☐ The Bidder elects to have the following Term Bonds:

Maturity Date	Years	Amount*
October 1, _____	_____ to _____	\$ _____
October 1, _____	_____ to _____	\$ _____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on August 12, 2025.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Ranson Financial Group, LLC, Fax No. (316) 265-5403, email bids may be sent to Ranson Financial Group, LLC at bids@ransonfinancial.com, and electronic bids may be submitted via **PARITY**®, at or prior to 11:00 a.m. applicable Central Time, on August 12, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.

Indian Ridge (Phase 1)

				Res. 10-2022	Res. 12-2022/08-2023	Res. 13-2022/07-2023	Res. 14-2022/06-2023
				Paving	Sewer	Water*	Stormwater
Construction				\$ 303,479.96	\$ 182,910.00	\$ 217,079.72	\$ 390,180.00
Engineering				\$ 78,362.47	\$ 36,616.59	\$ 31,257.48	\$ 78,325.56
Admin/Legal/Fiscal				\$ 69,938.42	\$ 47,760.53	\$ 45,650.02	\$ 88,439.25
Subtotal				\$ 451,780.85	\$ 267,287.12	\$ 293,987.22	\$ 556,944.81
Final Cost Assessed				\$ 451,780.85	\$ 267,287.12	\$ 293,987.22	\$ 556,944.81
Property Description				Fraction	Proposed Assessment	Fraction	Proposed Assessment
Indian Ridge at Clearwater				Fraction	Proposed Assessment	Fraction	Proposed Assessment
Block	Lot	PIN					
1	1			0.0730	\$32,976.70	0.0400	\$10,691.48
1	2			0.0414	\$18,686.80	0.0400	\$10,691.48
1	3	30026196	East	0.0186	\$8,406.95	0.0204	\$5,451.29
1	3	30020127	West	0.0179	\$8,081.40	0.0196	\$5,240.20
1	4	30026216	East	0.0192	\$8,652.62	0.0210	\$5,610.59
1	4	30020128	West	0.0173	\$7,835.73	0.0190	\$5,080.90
1	5	30026214	East	0.0184	\$8,300.55	0.0201	\$5,382.29
1	5	30020129	West	0.0181	\$8,187.81	0.0199	\$5,309.19
1	6	30026212	East	0.0180	\$8,125.81	0.0197	\$5,268.99
1	6	30020130	West	0.0185	\$8,362.54	0.0203	\$5,422.49
1	7			0.0365	\$16,488.35	0.0400	\$10,691.48
1	8			0.0365	\$16,488.35	0.0400	\$10,691.48
1	9			0.0365	\$16,488.35	0.0400	\$10,691.48
1	10			0.0365	\$16,488.35	0.0400	\$10,691.48
1	11			0.0365	\$16,488.35	0.0400	\$10,691.48
1	12					0.0455	\$13,363.06
1	13					0.0200	\$11,138.90
1	14					0.0200	\$11,138.90
1	15					0.0200	\$11,138.90
1	16					0.0200	\$11,138.90
1	17					0.0200	\$11,138.90
1	18					0.0200	\$11,138.90
1	19					0.0200	\$11,138.90
1	20					0.0200	\$11,138.90
1	21					0.0200	\$11,138.90
1	22					0.0200	\$11,138.90
1	23					0.0200	\$11,138.90
2	1	30020148	North	0.0151	\$6,802.75	0.0165	\$4,411.09
2	1	30030021	South	0.0214	\$9,685.60	0.0235	\$6,280.40
2	2	30020149	North	0.0172	\$7,771.97	0.0189	\$5,039.55
2	2	30030022	South	0.0193	\$8,716.38	0.0211	\$5,651.93
2	3					0.0240	\$7,064.23
2	4					0.0200	\$11,138.90
2	5					0.0200	\$11,138.90
2	6					0.0200	\$11,138.90
2	7					0.0200	\$11,138.90
2	8					0.0200	\$11,138.90
2	9					0.0200	\$11,138.90
2	10					0.0200	\$11,138.90
2	11					0.0200	\$11,138.90
2	12					0.0200	\$11,138.90
2	13					0.0200	\$11,138.90
2	14					0.0200	\$11,138.90
2	15	30020162	North	0.0173	\$7,807.51	0.0189	\$5,062.60
2	15	30030023	South	0.0192	\$8,680.84	0.0211	\$5,628.89
2	16	30020163	North	0.0181	\$8,160.34	0.0198	\$5,291.38
2	16	30030024	South	0.0184	\$8,328.01	0.0202	\$5,400.10
3	1						
3	2					0.0400	\$10,691.48
3	3					0.0400	\$10,691.48
3	4					0.0200	\$11,138.90
3	5	30020168	North	0.0327	\$14,752.38	0.0179	\$4,782.92
3	5	30030026	South	0.0403	\$18,224.32	0.0221	\$5,908.57
3	6	30020169	North	0.0163	\$7,377.68	0.0179	\$4,783.88
3	6	30030025	South	0.0202	\$9,110.67	0.0221	\$5,907.60
3	7			0.0730	\$32,976.70	0.0400	\$10,691.48
3	8			0.0730	\$32,976.70	0.0400	\$10,691.48
3	9			0.0730	\$32,976.70	0.0400	\$10,691.48
4	1			0.0414	\$18,686.80	0.0400	\$10,691.48
4	2			0.0414	\$18,686.80	0.0400	\$10,691.48
Parcel One**						0.0400	\$10,691.48

* At-large (\$19,450) portion already paid by city is not included in these final costs to be assessed.

FOR REFERENCE ONLY			
ESTIMATED Monthly Specials for 20 years @ 4.5%		If you choose to prepay, total assessment amount is:	
		\$436.72	\$68,170.14
		\$345.18	\$53,880.24
		\$168.81	\$26,351.10
		\$162.28	\$25,330.70
		\$173.75	\$27,121.14
		\$157.34	\$24,560.65
		\$166.68	\$26,017.58
		\$164.41	\$25,664.21
		\$163.17	\$25,469.89
		\$167.92	\$26,211.90
		\$331.09	\$51,681.79
		\$331.09	\$51,681.79
		\$331.09	\$51,681.79
		\$331.09	\$51,681.79
		\$331.09	\$51,681.79
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
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		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$136.60	\$21,322.84
		\$194.49	\$30,358.95
		\$156.06	\$24,360.78
		\$175.03	\$27,320.99
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$156.78	\$24,472.19
		\$174.31	\$27,209.60
		\$163.86	\$25,578.11
		\$167.23	\$26,103.66
		\$71.36	\$11,138.90
		\$71.36	\$11,138.90
		\$139.85	\$21,830.38
		\$139.85	\$21,830.38
		\$195.37	\$30,496.44
		\$241.35	\$37,673.70
		\$148.15	\$23,124.91
		\$182.95	\$28,556.87
		\$436.72	\$68,170.14
		\$436.72	\$68,170.14
		\$436.72	\$68,170.14
		\$345.18	\$53,880.24
		\$345.18	\$53,880.24
		\$68.49	\$10,691.48

SUMMARY OF ALL PROJECTS AND COSTS

		28.97%	16.65%	18.84%	35.54%
		Res. 10-2022	Res. 12-2022/08-2023	Res. 13-2022/07-2023	Res. 14-2022/06-2023
		Indian Ridge (Phase 1)			
		Paving	Sewer	Water*	Stormwater
Construction	\$ 1,093,649.68	\$ 303,479.96	\$ 182,910.00	\$ 217,079.72	\$ 390,180.00
Engineering	\$ 224,562.10	\$ 78,362.47	\$ 36,616.59	\$ 31,257.48	\$ 78,325.56
Admin, Publications, Misc	\$ -				
Const/Eng/Admin Subtotal	\$ 1,318,211.78	\$ 381,842.43	\$ 219,526.59	\$ 248,337.20	\$ 468,505.56
2022A & 2023A Temp Note COI	\$ 28,220.82	\$ 8,437.88	\$ 5,601.62	\$ 5,199.82	\$ 8,981.50
2022A & 2023A Temp Note interest to 4-1-2025	\$ 124,449.31	\$ 32,934.32	\$ 25,369.58	\$ 21,863.96	\$ 44,281.45
2022A & 2023A Temp Note interest to 8-29-2025	\$ 21,896.81	\$ 6,343.51	\$ 3,645.82	\$ 4,125.36	\$ 7,782.12
Miscellaneous/Rounding	\$ 839.77	\$ 243.28	\$ 139.82	\$ 158.21	\$ 298.46
Subtotal	\$ 1,493,618.49	\$ 429,801.42	\$ 254,283.43	\$ 279,684.55	\$ 529,849.09
COST BEFORE 2025A Bond COI	\$ 1,493,618.49	\$ 429,801.42	\$ 254,283.43	\$ 279,684.55	\$ 529,849.09
2025A Bonds Cost of Issuance	\$ 76,381.51	\$ 21,979.43	\$ 13,003.69	\$ 14,302.67	\$ 27,095.72
Capitalized Interest		\$ -	\$ -	\$ -	\$ -
Less Pre-paid specials (if any)	\$ -				
FINAL PROJECT COST to be bonded	\$ 1,570,000.00	\$ 451,780.85	\$ 267,287.12	\$ 293,987.22	\$ 556,944.81
0 Less City-At-Large Portion *	\$ -				
1 Final Assessed Amount	\$ 1,570,000.00	\$ 451,780.85	\$ 267,287.12	\$ 293,987.22	\$ 556,944.81
Comparsion of Actual Cost vs. Petitioned Cost					
Petition Estimate		\$ 357,000.00	\$ 237,000.00	\$ 275,000.00	\$ 480,000.00
Estimate w/ Escalator		\$ 485,520.00	\$ 319,950.00	\$ 346,500.00	\$ 604,800.00
Above (below) estimate		\$ (33,739.15)	\$ (52,662.88)	\$ (52,512.78)	\$ (47,855.19)

Temp Note Funds	
2022A Funds allocated to these projects	\$ 1,060,000.00
2023A Funds allocated to these projects	\$ 470,000.00
Funds Used (excluding upcoming 8-29-25 interest)	\$ (1,471,721.68)
Calculated remaining allocated Temp Note Funds	\$ 58,278.32

**City of Clearwater
City Council Meeting
June 20, 2025**

Chisholm Ridge Lot Offer

Context: The City Council has considered an offer on the Chisholm Ridge lots and at the last meeting approved to have the City Administrator to work on a contract with Klausmeyer Construction to sell the 4 remaining lots for \$32,000, building 4 houses within 365 days, paying 0% in brokerage fees, and closing costs.

On June 17th the City received a 2nd offer for the same 4 lots for \$64,000, building 4 houses within 365 days, paying 1% in brokerage fees, and not title work because the buyer would agree to quit claiming the lots to them without title work.

The City Administrator has asked the listing agent to prepare a highest best offer document to send to Klausmeyer's agent to see if they will counter with a comparable offer by Tuesday at 8:00 AM.

Financial: The city YTD has invested \$47,510.45 and each year they are not sold and will continue to pay street specials of \$3,792.92. Special payments end in 2041.

Chisholm Ridge					
Lot	Purchase Price	Water/ Sewer Install Price	Special Paid on Streets YTD	Investment	Future Annual Specials for Streets
43	\$ 518.49	\$ 3,302.83	\$ 5,658.65	\$ 9,479.97	\$ 948.23
44	\$ 516.28	\$ 7,755.17	\$ 3,952.49	\$ 12,223.94	\$ 948.23
47	\$ 516.28	\$ 7,755.17	\$ 3,600.99	\$ 11,872.44	\$ 948.23
48	\$ 520.28	\$ 7,755.17	\$ 5,658.65	\$ 13,934.10	\$ 948.23
				\$ 47,510.45	\$ 3,792.92

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Consider the new offer for the 4 lots for \$64,000 paying 1% in brokerage fees.



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE - LAND

REALTORS® of South Central Kansas

In consideration of the mutual agreements herein, it is agreed that Seller will sell to Buyer by a good and sufficient warranty deed and Buyer will buy from Seller the following property on the following terms and conditions:

1. **BUYER:** Sellers Enterprises LLC

2. **SELLER:** City Of Clearwater

3. **LEGAL DESCRIPTION:** LOT 43 & 44 & 47 & 48 BLOCK 1 CHISHOLM RIDGE ADD

(the Property").

PROPERTY ADDRESS: 0 & 1 Trailblazer and 2& 3 Wrangler

(CITY, STATE, ZIP CODE) Clearwater KS 67026

4. **PURCHASE PRICE:** Buyer shall purchase and pay to Seller as consideration for the Property the amount of:

Sixty-Four Thousand Dollars \$ 64,000.00

as follows:

EARNEST MONEY: \$ 1,000.00

(See paragraph 5)

NEW MORTGAGE PROCEEDS: \$ 0.00

(See paragraph 6)

OTHER: (See paragraph 32) \$ 0.00

APPROXIMATE BALANCE DUE from Buyer at closing subject to adjustments and prorations, loan/closing costs and pre-paid items: \$ 63,000.00

Buyer agrees to pay loan/closing costs/discount points in approximate amount of \$ NA

Buyer agrees to pay prepaid items in approximate amount of \$ NA

Title Evidence to be ordered from: City OF Clearwater

5. **EARNEST MONEY:** Subject to paragraph 27, the Buyer shall provide Earnest Money in the form of Wire and in the amount of \$ 1,000.00, as security that the terms and conditions of this Contract shall be fulfilled by the Buyer. All parties agree the Earnest Money shall be delivered per the listing agent's instructions. Earnest Money shall be deposited with Kansas Secured Title (Escrow Agent) **within five (5) business days** after the Effective Date of this Contract, , unless otherwise specified in paragraph 32. If Earnest Money is to be deposited with an Escrow Agent other than a real estate broker, the listing broker shall deliver the Contract and Earnest Money deposit to the Escrow Agent unless otherwise specified. The listing broker shall obtain and keep, in the transaction file, a receipt from the Escrow Agent showing the date of delivery of the Contract and Earnest Money deposit. The Earnest Money shall be applied to the Purchase Price at closing.

6. **NEW FINANCING:** The purchase of the Property is contingent upon the Buyer obtaining a Cash first mortgage loan at an initial interest rate not to exceed NA % plus required Mortgage Insurance or VA Funding Fee, for a term of NA years. Buyer agrees to make an application for a new loan or for loan assumption **within five (5) business days** after the Effective Date of this Contract. Buyer agrees to make

Buyer's Initials SE

Seller's Initials _____



39 all reasonable efforts to obtain said financing and any lender-required appraisal. Therefore, Buyer agrees to provide
40 lender with any requested information and pay for any credit report(s) and appraisals. **Once application for loan**
41 **has commenced, Buyer shall not make any attempt to prevent or delay lender from ordering appraisal.** Buyer
42 acknowledges and agrees that failure to make a loan application or delaying the appraisal, constitutes a breach of
43 this Contract. In the event Buyer is unable to obtain such financing, Buyer shall promptly provide Seller, or Seller's
44 broker, written evidence from the lender of Buyer's inability to obtain such financing, and upon receipt of such
45 written evidence this Contract shall terminate, and **the Earnest Money shall be paid (i) first, to reimburse Seller,**
46 **for Seller's expenses incurred with respect to the transaction contemplated by this Contract and (ii) second, any**
47 **remaining amount, shall be refunded to the Buyer.** If the property does not appraise for at least the Purchase
48 Price, this Contract (i) may be renegotiated or (ii) terminated by Buyer and the Earnest Money shall be refunded to
49 the Buyer.

50 7. Mineral rights: 100 % pass with the land to the Buyer
51 % remain with the Seller
52 % are owned by third party
53 other (please describe): _____
54 _____

55 Are there any oil, gas, or wind leases of record or Other? (please explain) None
56 _____

57 8. Crops planted at the time of sale: pass with the land to the Buyer
58 remain with the Seller
59 X none
60 negotiable
61 other (please describe): _____
62 _____

63 9. Water rights: pass with the land to the Buyer - Permit # _____
64 remain with the Seller - Permit # _____
65 have been terminated
66 other (please describe): _____
67 _____

68 10. Any additional leasehold interests or tenant's rights in the subject property: _____
69 None
70 _____

71 11. Land currently zoned as Single Family
72 _____

72 12. **SELLER'S PROPERTY DISCLOSURE REPORT**
73 ☐ A Seller's Property Disclosure Report is attached and made part of this Contract.
74 ☐ This offer is subject to Acceptance by the Buyer of a completed Seller's Property Disclosure Report being
75 delivered to the Buyer within **business days** after the Effective Date, and upon delivery shall be made
76 part of this Contract. In the event a completed Seller's Property Disclosure Report is not timely accepted
77 by Buyer, Buyer may terminate this Contract by written notice to Seller and the Earnest Money shall be
78 refunded to Buyer.
79 ☒ A Seller's Property Disclosure Report is not available.

80 13. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and agree to close on or before
81 06/30/2025. Buyer and/or Seller will have the necessary funds available to close this Contract,
82 payable by cashier's check, certified funds, or wire. **Possession** of the Property shall be delivered to Buyer on
83 06/30/2025 subject to the following lease(s) or tenancies: possession at closing
84 _____

85 **14. AGENCY DISCLOSURE:**

86 ☐ Seller is not represented by a REALTOR®/Real Estate licensee

87 Listing Broker/Licensee is functioning as an:

88 ☒ Agent of the Seller ☐ Designated Seller's Agent* ☐ Transaction Broker

89 Buyer Broker/Licensee is functioning as:

90 ☐ Agent of the Seller ☐ Agent of the Buyer ☐ Transaction Broker

91 ☐ Designated Seller's Agent* ☒ Designated Buyer's Agent*

92 *Supervising Broker acts as a Transaction Broker

93 Seller and Buyer acknowledge receipt of the "Real Estate Brokerage Relationships" disclosure.

94 Buyer agrees to pay Buyer Brokerage Fee of: _____ % of Purchase Price **OR** \$ _____

95 Seller agrees to pay Buyer Brokerage Fee of: 1 % of Purchase Price **OR** \$ _____

96 **15. SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property
97 being purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the
98 property, Buyer is bound by whatever information a survey would have revealed and waives any claim, right or
99 cause of action.

100 **16. COMPONENTS OF SYSTEMS AND EQUIPMENT LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT:** If a Seller's
101 Property Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain items of property
102 (including but not limited to, appliances, components of systems and equipment) and will state whether the items
103 listed will or will not be transferred to Buyer at Closing. In the event of a conflict between the Report and a Multiple
104 Listing Service listing, the Report shall govern. In the event of a conflict between the Report and the terms of this
105 Contract, the terms of this Contract shall govern.

106 **In addition, all fixtures and anything nailed, bolted, screwed, glued, or otherwise affixed to or incorporated in any**
107 **improvement on the Property shall remain with the Property** and be transferred by Seller to Buyer at Closing,
108 **except** the following specific items: _____

109 **17. PRORATION OF TAXES AND RESERVES:** All real property taxes, the current annual installment of special
110 assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing
111 date, unless otherwise agreed. Real property taxes shall be prorated for the calendar year from the most current
112 officially published county valuation and the most current officially-published mill levy prevailing at closing. Special
113 assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing
114 by the Closing Agent. **Pursuant to Kansas laws, if the Property is subject to any special assessments or is located**
115 **in an improvement district, Seller has by a separate document disclosed to Buyer the amount of the special**
116 **assessments on the Property (or if no special assessments have yet been made, that the Property is located in an**
117 **improvement district) which separate document has been dated and signed by Seller. Buyer, by also signing and**
118 **dating such separate document, has acknowledged that Seller's disclosure relating to special assessments was**
119 **made to Buyer prior to this Contract being entered into.**

120 **18. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its
121 regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a
122 "foreign person," then Seller shall withhold from the sales proceeds an amount sufficient to comply with applicable
123 tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue
124 Service regulations require filing written reports if currency in excess of specified amounts is received in the
125 transaction.

126 **19. TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer a title insurance company's commitment to
127 issue, after closing, a title insurance policy in an amount equal to the full Purchase Price naming Buyer as the insured.

Buyer's Initials SE

Seller's Initials _____

128 A copy of the title commitment will be furnished to Seller, Buyer, lender, listing broker, and selling broker **as**
 129 **promptly as possible**. The Seller and Buyer shall each pay one half the cost of the title insurance. In the event Seller
 130 is entitled to a discount, the Seller shall receive the full discount. Buyer shall pay for any title coverage for the benefit
 131 of Buyer's lender. Buyer shall have a reasonable time, **not to exceed five (5) business days**, to examine the title
 132 insurance commitment and to notify Seller of any objections to the title. If title issue is discovered, the Parties shall
 133 have **three (3) business days** to negotiate a reasonable time for curing any title defect other than the following
 134 Permitted Exceptions: if a Buyer fails to obtain a survey, any encroachments that would have been disclosed by a
 135 survey; easements and rights of way of record, provided that no improvements other than fences are located
 136 thereon and provided that they do not materially interfere with Buyer's intended use of the Property; restrictions
 137 and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special
 138 assessments; zoning laws, ordinances and regulations; the lien of any mortgage that Buyer is to assume under this
 139 Contract; and those exceptions that are standard to American Land Title Association's Schedule B or as specified
 140 herein. Should the parties be unable to agree to a timeframe for curing title defects or the Seller be unable to
 141 furnish marketable title subject to only the Permitted Exceptions, and should the Contract be terminated for that
 142 reason, then the Earnest Money shall be refunded promptly to the Buyer, the Seller shall reimburse the Buyer for
 143 loan costs incurred by Buyer and the cost of any survey paid for by Buyer if, but only if, the survey disclosed a title
 144 defect that cannot be corrected within the time provided above, and all parties shall be released from any further
 145 obligation.

146 **20. DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed, Affidavit of
 147 No Liens, or other necessary documents to complete this transaction, the charge for same, in addition to the cost of
 148 closing the transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from
 149 doing so, Seller shall pay such costs.

150 **21. REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto
 151 that unless otherwise stated in paragraph 32 (Additional Terms and Conditions), neither the listing nor selling
 152 brokers, or their agents, employees, or associates have made, on their own behalf, any representations or
 153 warranties, expressed or implied, with respect to the Property, including but not limited to the environmental
 154 condition of the Property. Any information furnished to either party through the Multiple Listing Service or in any
 155 property condition report should be independently verified by that party before that party relies on such
 156 information. Any representations or warranties stated in paragraph 32 have been made by the listing/selling brokers
 157 based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed
 158 any responsibility, directly or indirectly, with respect to any representation or warranties which have been made by
 159 any other party. Since the listing/selling brokers are acting as brokers only, they shall, under no circumstances, be
 160 held liable to either the Seller or Buyer for performance or lack of performance of any terms or conditions of this
 161 Contract. **Again, it is emphasized that if any party believes representations or warranties have been made by the**
 162 **listing/selling brokers, or their agents, employees, or associates, they must be set forth specifically and in writing**
 163 **in paragraph 32 (Additional Terms and Conditions) if they are to be effective or enforceable.**

164 **22. INTERIM MAINTENANCE:** Seller agrees to deliver possession of the Property in a like or better condition than
 165 it is now, reasonable wear and tear excepted.

166 **23. 1031 TAX EXCHANGE:** Seller and Buyer may, at their respective options, elect to participate in a tax deferred
 167 exchange under Section 1031 of the Internal Revenue code in connection with this transaction and Buyer and Seller
 168 agree to reasonably cooperate with each other in connection with the same provided: (a) neither is required to
 169 enter into the chain of title on the other party's property and that such party uses a qualified intermediary to effect
 170 the exchange; (b) each party will be exclusively responsible for all costs incurred in connection with their respective
 171 exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such
 172 exchange.

Buyer's Initials



Seller's Initials

173 **24. LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages,
 174 conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the
 175 Property or item of personal property covered by this Contract. Any existing liens which the Seller is required to
 176 remove under this Contract may be paid and discharged from the sale proceeds at the closing.

177 **25. BROKERAGE FEES:** The party handling the closing is hereby authorized and directed to collect and disburse the
 178 brokerage fees at closing.

179 **26. ALTERATIONS:** Any alteration of the terms and conditions of this Contract must be agreed to in writing by both
 180 Buyer and Seller.

181 **27. SURVIVAL AFTER CLOSING:** The provisions of paragraphs 7, 8, 9, 10, 13, 16, 21, 22 and 31 shall survive the
 182 Closing.

183 **28. DISPOSITION OF EARNEST MONEY:** Pursuant to K.S.A. §40-1137, if the Earnest Money is deposited with a Title
 184 Insurance Agent, the Title Insurance Agent can only disburse Earnest Money 1) pursuant to written authorization of
 185 Buyer and Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the
 186 parties. If a dispute arises over disposition of funds or documents deposited with the Title Insurance Agent, Seller
 187 and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the Title Insurance
 188 Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with
 189 the Title Insurance Agent. In addition to forfeiture of Earnest Money to Seller or return of Earnest Money to Buyer,
 190 Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy
 191 allowed by law or equity. In the event Earnest Money is held by a real estate broker, the provisions of K.S.A. §58-
 192 3061 shall govern.

193 **29. HEIRS AND ASSIGNS:** This Contract shall inure to the benefit of, and be fully binding upon the Seller, their heirs,
 194 executors, administrators, successors, and assigns. No assignment shall serve to release or relieve the party
 195 assigning from any responsibilities or obligations hereunder.

196 **30. KANSAS LAW APPLIED:** This Contract and its validity, construction and performance shall be governed by the
 197 laws of Kansas.

198 **31. MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the
 199 services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and
 200 procedures of the Homesellers/Homebuyers Dispute Resolution System (DRS) Mediation form prior to filing a
 201 lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their
 202 agents, employees, and associate brokers in connection with the sale, purchase, financing, condition, or other aspect
 203 of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or
 204 fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the
 205 parties pursuant to the mediation conference shall be binding. **The following matters are excluded from mediation**
 206 **hereunder: (a) Earnest Money disputes;** (b) judicial or non-judicial foreclosure or other action or proceeding to
 207 enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's
 208 lien; (e) any matter which is within the jurisdiction of a probate court; or (f) violation of Kansas real estate license
 209 laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment,
 210 receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under
 211 this provision, nor shall it constitute a breach of the duty to mediate.

212 **By signing below, the parties hereby acknowledge receipt of the Homesellers/Homebuyers Dispute Resolution**
 213 **System (DRS) Mediation form, and agree to submit disputes, as described above, to mediation, in accordance**
 214 **with the Homesellers/Homebuyers Dispute Resolution System and rules and procedures of the mediation**
 215 **provider prior to filing a lawsuit.**

Buyer's Initials



Seller's Initials

216 **32. MISCELLANEOUS:**

217 Buyer agrees to start developing within 365 Days of purchase.

218 Buyer is willing to have the City of Clearwater quick claim deed the proerty. Buyer can close at
219 anytime.

220

221

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228 Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to
229 register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those
230 registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
<http://www.kansas.gov/kbi> or by contacting the local sheriff's office.

231 Broker recommends that Buyer acquire a current flood certification on the Property being purchased.
232 Information regarding floodplains may be found on the homepage of FEMA at <https://msc.fema.gov/portal/home> or
233 by calling the FEMA Map Service Center at 877-336-2627.

234 Listing and selling broker(s), and their agents, employees, and associate brokers shall not be responsible for the
235 conduct or competency of third parties providing specialized services required or permitted by this Contract,
236 including but not limited to any lender, title insurance company, Escrow Agent, Closing Agent, wood infestation,
237 mechanical, structural or other inspectors or repair personnel, whether those services were arranged by Buyer or
238 Seller or broker on behalf of either party.

239 Buyer agrees that the Purchase Price was negotiated after consideration of all defects in the Property of which
240 Buyer was aware or reasonably should have been aware.

241 Every buyer of residential real property is notified that the property may present exposure to dangerous
242 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
243 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause
244 overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated
245 concentrations of radon gas in residential real property. The Kansas department of health and environment
246 recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of
247 residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated
248 radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to
249 <http://www.kansasradonprogram.org>.

250 **33. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC**

251 **SIGNATURES:** Signatures to this Contract may be transmitted by electronic mail (such as a PDF) and signed in
252 counterpart, on separate pages, which may then be assembled as the complete agreement of the parties. In
253 addition, Buyer and Seller agree this transaction may be conducted through electronic means in accordance with
254 the Kansas Uniform Electronic Transactions Act.

Buyer's Initials

SE

Seller's Initials

255 **34. AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes
 256 any previously executed contracts and representations, verbal or written. Neither this Contract, nor any interest
 257 herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.

258 Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be
 259 incurred. Buyer and Seller also acknowledge that they have read the entire Contract and that by signing page seven
 260 (7) of this seven (7) page Contract they agree to all terms contained herein.

261 **NOTE: "Effective Date,"** unless otherwise agreed in writing, is defined as the latest dated signature or initials which
 262 resulted in a final agreement between the parties. The following provisions apply in computing any time period
 263 provided in this Contract: (i) exclude the day of the event which triggers the time period, (ii) if the time period refers
 264 to "business days" then count only Monday through Friday excluding legal holidays, otherwise count every day,
 265 including weekends and legal holidays, and (iii) include the last day of the time period, but if the last day is a
 266 Saturday, Sunday or day Kansas state government offices are closed, then the period continues to run until the next
 267 day that is not a Saturday, Sunday or day Kansas state government offices are closed.

268 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**

269 **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. BROKER RECOMMENDS**
 270 **TO BUYER AND SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED**
 271 **IN ANY REAL ESTATE TRANSACTION.**

272 IN WITNESS WHEREOF, said parties hereunto subscribe their names.

273 Buyer  Seller _____

274 Print Name Alena Sellers Print Name _____

275 Date 06/17/2025 Date _____

276 Buyer _____ Seller _____

277 Print Name _____ Print Name _____

278 Date _____ Date _____

279 _____ FOR OFFICE USE ONLY _____

280 Agent Alena Sellers Agent Corey Sandy

281 Cell Phone 316-461-1787 RE License 00240087 Cell Phone 316-260-2674 RE License BR00230865

282 E-mail AlenaSellers@gmail.com E-mail corey@cosh.us

283 Firm Keller Williams Hometown Partners Firm COSH Real Estate Services

284 Phone 316-729-8500 Fax 316-722-6111 Phone 316-260-2674 Fax 316-260-9902

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