City of Clearwater Council Meeting Agenda
Tuesday August 12, 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
    c. Utility Bill Write Off
    d. Mayoral Appointment – Fire Department
6. **Staff Reports**
7. **Business**
    a. **Action:** Appoint Jason Gordon to City Council
    b. **Action:** GO Bond Series 2025
    c. **Action:** Bid Award Indian Ridge Phase 2 – Water/ Sanitary Sewer
    d. **Action:** Reflection Mobile Bar Permit – Fall Festival
    e. **Action:** Budget Amendment
    f. **Action:** Farmland Lease Agreement
    g. **Action:** Transfer Eq Reserve Balances to a CD
    h. **Action:** Purchase Policy Update
    i. **Action:** Consider offer on 95th/135th Land
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 25
Ordinance: 1123
Resolution: 13-2025

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**
July 22, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

Council President Shore called the meeting to order at 6:30 p.m. followed a moment of silence and flag salute.

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:
Councilmembers; Justin Shore, Samantha Warkins, Shirely Palmer-Witt and Tim Robben.
The following staff members were present:
City Administrator Zollinger, City Clerk Poe, Kirk Ives, Cole Hollis, Jared Dinwiddie Amber Ives, and City Attorney, Scott Ufford.
Others present who spoke:
Eric Shaffer and Kyle Berger

3. Approval of Agenda

Council President Shore asked if there were any modifications to the agenda, Zollinger stated the Fundraising Committee Request was added to the agenda.

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

4. Public Forum

Eric Shaffer at 138 E. Wood wanted to voice his concerns regarding the current street project. He stated there is a house on Prospect and Ross that appears only 1 out of the 2 driveways was pre-excavated before the approaches go. He believes it would be beneficial if it was caught ahead of time. He mentioned that it was marked on the original plans for the project and the revised plans with the sidewalk exhibit. He stated the address was 323 Ross, Zollinger mentioned there was no work being done on Ross, he stated that the drive was off Prospect and there is an alley that T's off Prospect near the property. Zollinger will review the plans and contact the crew if there are issues. He then stated his concern with the 6" crushed rock base for the road base. He stated this street seems to have a lot of reground concrete, asphalt, brick, wood and trash and brought a bag of the material. He read Logan Mills referencing the strength of the road with the 6" crushed rock mix and is concerned with the material being used not being approved by the City Engineer. He mentioned the South side of town not having this material when it was being worked on. Mr. Shaffer has seen community concerns on-line and just wants to be sure the project is in line with the specs that was approved by City Council. Council President Shore thanked him and will have staff look into the concerns. Palmer-Witt asked if there was originally 2 approaches off Prospect, Shaffer stated there were, at least as far back 11 years ago from Google Maps. Zollinger said there is an inspector from CED who is on sight every day and will contact him.

5. Consent Agenda

Council President Shore asked if there was any question on the consent agenda and if not asked for a motion to approve.
Previous Council Meeting Minutes
Claims and Warrants

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Zollinger mentioned the Council Workshop next Tuesday the 29th. Tim will be gone and Shore asked if it could be recorded as he may not be able to attend either. The topics being discussed are 95th and 135th marketing, Hammers park improvements, gravel street improvements, Senior Center design costs, Yvonne and Janet and Sports Complex planning. Shore asked how the AMI worked, Zollinger said it went great, there were small hiccups and can see high readings to help determine if there is a leak or just high usage and saved time from Public Works having to go out and get readings for us. Palmer-Witt asked about the specials that were paid, Zollinger stated that he does not owe anything else since he prepaid before interest were to kick in. This was the only payment made and there are still 2 days to pre-pay. Robben asked about cutting done at Hammers Park, Zollinger stated it was an impromptu plan with Bill Hammers since there were trees growing so it was recommended to get it baled up, there is no plan to do more baling at this time. The plan is to work with the Fire Department for a quarter burn in February or March. Shore asked if residents could pay down specials but not in full, Zollinger stated she believes that would be an option, but she has never had that question.
- Fire Department – Jared Dinwiddie – None.

- Police Department – Kirk Ives – Ives mentioned the donation fund that is utilized for bullet proof vests. There have been a few groups that have donated a substantial amount this year. Zollinger stated Charles Engineering, Southern Star and Plains Cotton Cooperative have all donated. Ives mentioned the cost of the vests are $1,500. They are sending out thank you letters as they receive donations. Warkins asked if they sent letters out for this request, Ives stated they did. Palmer-Witt asked if they got their car, Ives said they got it today and are finishing up paperwork.
- Public Works – Cole Hollis – Warkins asked for the bid date for the Tracy and Wood bridge project, Zollinger stated the pre-bid meeting was last Thursday, Hollis believes it is on the 28th. Zollinger stated that they went out to bid once already, those came back too high, so they changed some things and went out for another bid. Hollis stated there were only 2 contractors that showed up but did not recall the names.
- Senior Center – Amber Ives – Warkins asked if the 36 new participants is lower than last year, Ives stated she thinks it is lower, but they are busy all the time. Ives mentioned there were 28 who showed up to swim last night. Robben asked about the Maize buses at the pool, Zollinger stated Maize Fun Factory comes every Tuesday and schedules before the season starts so there is no overlapping with other large groups. Robben asked how long they have been coming, Zollinger said for about 6-7 years, Wichita rec and Benton Elementary used to come but no longer do. She stated that they pay full price to enter the pool. Shore asked where they park, Zollinger said they drop off in the pool parking lot and park the buses at the Museum.

7. Business

a. KORA Fee Resolution Update

There has been a KORA update starting July 1st, the City Fee Resolution needs to be updated. The statute basically says that we are required to charge the minimum amount of costs. The resolution that was in the packet has been changed to remove the additional items for copies, cost of flash drive and staff time plus photographs 50 cents a page, those have been removed and now has the lowest hourly rate for staff required to complete the request. Shore asked if a flash drive could be brought in for security reasons, Zollinger has never had that request before. Mr. Ufford mentioned that this can be revisited later as new guidance comes out if Council so chooses.

Motion: ***Warkins*** moved; ***Robben*** seconded to adopt Resolution 12-2025 KORA Updated fees. Voted and passed unanimously.

b. Zoning Ordinances Amend Art 8 Sec 4 & Art 23 Sec 1

The Planning Commission held a hearing to amend Article 8 Section 4 of the zoning ordinance on July 1st. The Planning Commission is recommending changing the Intensity of use and yard regulations for R-2 residential zones to better fit f the community needs as follows: Lots in this district shall be subject to the following minimum size requirements: Single-family dwellings - A lot on which there is erected a single-family dwelling shall contain an area of not less than 4,500 square feet with a minimum lot width of 50 feet, which is reduced from 6,000 feet. Two- and three-family dwellings - A lot on which there is erected a two or three-family dwelling shall contain an area of not less than 4,500 square feet which is reduced from 5,000 feet. This regulation shall be applicable to such structures being converted to individually owned units. Also see Article 23 in Additional Height. Zollinger pointed out that the lot sizes for duplexes are large. The Planning Commission had a hearing for a lot split on West Wood for a duplex where it would have dropped one side to 5,500 and the other to 4,800 which is below the 6,000 minimum. They wanted to keep the integrity of sizes, and lots compared to other communities and thought 4,500 was large enough compared to 3,000. The other change would be shared lots side setbacks, individual lots are 12 ½ and with twin homes you can't have 12 ½ feet. This is just correcting the particular side where it says a single family attached in two family dwelling where the common wall is also the common lot line shall have a setback of zero feet to eliminate the need for variances in this case. This is for R2 only.

Motion: ***Warkins*** moved; ***Robben*** seconded to adopt Ordinance 1121 Amending Article 8 Of Appendix C – Zoning Regulations Of The Code Of The City Of Clearwater, Kansas. Voted and passed unanimously.

The Planning Commission held a hearing regarding Article 23 Section 1 of the zoning ordinance recognizing accessory structures. They recognized that there are larger lots, specifically along the East side of 4th St. The current zoning ordinance says anything that's R1 or R2 cannot have any accessory structure exceeding 900 sq. ft. There was a particular instance where a resident wanted to add another shed to their large lot. The Planning Commission and Board of Zoning Appeals thought there was plenty of space to keep within the open space of Clearwater and reviewed larger lots such as ¾ acre and up to accommodate these properties. The recommendation is to add in the following language: Total area of all detached accessory structures in all residential districts with lots that are less than .75 acres shall not exceed 900 square feet which is the standard for all other city lots. Total area of all detached accessory structures and principal building with lot sizes .75 acres or more except for R-L shall not exceed 30% coverage of total lot area. And finally, the size of accessory structures may not exceed the lot coverage of the principal building size. They wanted to make sure somebody wouldn't build a tiny home with a large shed, still only taking up 30% and were thinking about the integrity of the community, the size of the lots, and are aware of the open lots north of Chisholm Ridge and future growth. Robben asked about neighborhoods with HOA's and how the restrictions would apply, Mr. Ufford believes that the HOA can become more restrictive but cannot lessen the restrictions of City code. Palmer-Witt asked how many variances requests have been applied for in the last 2-3 years, Zollinger replied there have been several but not all for accessory structures, those are probably 7. She then asked about accessory structures in front of the houses, Zollinger stated that they are not allowed in front of the house, this change is for the size.

Motion: ***Palmer-Witt*** moved; ***Robben*** seconded to adopt Ordinance 1122 Amending Article 23-1 Of Appendix C – Zoning Regulations Of The Code Of The City Of Clearwater, Kansas. Voted and passed unanimously.

c. Fundraising Committee Request

The fire department would like to raffle off a firearm again this year to raise money for the department radios. The rules for raffles in Kansas have not changed since last year and the proceeds cannot exceed $25,000 in a fiscal year. Last year they raised $3,070. The fundraising committee stated the winners would have to go through a background and are teaming up with KG Gunworks. If the winner doesn't want the firearm that is raffled the winner would then get a gift card for the same value as the firearm. The fundraising committee has picked out 3 guns; a Ruger gen 2 6.5 Creedmoor, Henry Golden Boy 22 Rifle and a Glock 43x 9mm. The winners will be drawn at the Fall Festival. Council discussed how successful it was last year, Berger reiterated $3,070 was raised and they spent $1,200.

Motion: ***Warkins*** moved; ***Palmer-Witt*** seconded to approve the request from the Clearwater Fire Department Fundraising Committee. Voted and passed unanimously.

9. Governing Body

Warkins – None.

Palmer-Witt – Asked about the Alleys, Poe stated Professional Code Compliance sent around 50 letters regarding limbs and tall grass in the alleyways. She then asked if 2nd and Park had been addressed, Zollinger stated they went out before the 4th of July. There was a flume in the original plans, but it was decided not to put one in since it wasn't guaranteed water deterring. A quote from CED and Pearson for a possible berm along the alley will be brought to Council. Zollinger stated there is a severe drop off to that corner lot where 1st St. and Prospect drain into that property. Public Works is currently working on cleaning out the ditches and Kansas is still on that list. Palmer-Witt asked about Grant, Zollinger said she followed up with them this week.

Robben – Robben asked if there has been requests or complaints regarding the limbs in town to leave the brush dump open, Zollinger stated there has not been but that the pass is $25 for a year and $8 for a single dump.

Shore – Shore mentioned the League's annual conference that is to take place in Overland Park on October 9th-11th. He recommended Council to consider going.

8. Executive Session

10. Adjournment

Motion: ***Palmer-Witt*** moved; ***Robben*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:42 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 July 22nd, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 12th day of August 2025.

_____
Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Workshop - **MINUTES**
July 29, 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 6:30 p.m.

2. Roll Call
Mayor Ussery, Justin Shore, Samantha Warkins and Shirley Palmer-Witt were present. City Administrator, Courtney Zollinger and Jaye Poe were also present.

3. 95th and 135th Marketing Discussion
Council discussed putting the 9.38 acres at 95th and 135th on MLS and was presented with an agreement from Corey Sandy. Mr. Sandy sold the lots in Chisholm Ridge for the City as well and would charge a 1% broker fee. It was suggested to market the lot at 12-17k an acre. Council would like to see the agreement brought to the next meeting and would like to let the other 2 parties who have expressed interest that the property will go on MLS. Council also discussed being open to possible zoning change and extending the sewer past the railroad tracks.

4. Yvonne and Janet Extension
Council is in favor of adding Janet and Yvonne to the City. It would more than likely be a City-at-large cost since it is a collector road. CED provided an estimate of $1,665,345 in 2023 for this project. The property North of Chisholm ridge was also considered, and infrastructure not being installed was discussed. Council would like to see the sidewalks widened from the 5' shown in the documents provided.

5. Sports Complex Master Plan
Zollinger specified the top priorities that the school and rec picked. The first would be pitching lanes with a 4' fence and turf for both varsity fields and is working on getting estimates since it wasn't included in the original plans. The second would be to add more batting cages. The Third would be to turf the infield of varsity softball, field #2. And the fourth priority would be the T-ball field.

6. Gravel Street Improvement
Zollinger put together estimated costs to pave the gravel streets in town since it has been mentioned in the past. Total estimate for all gravel roads to get paved would be around $878,658. Mayor Ussery would like to see the number of houses for each section that would get paved, it was discussed if it should be City-at-large or a benefit district created.

7. Hammers Park Improvement
CED has provided a preliminary estimate of adding a building at Hammers Park like the shelters at City Park. Water and Sewer would need to be extended and a room for electrical would be needed if cameras were installed. Mayor Ussery may be asking for funds from the City to support a small portion of this project.

8. Adjournment

Motion: ***Palmer-Witt*** moved; ***Warkins*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:36PM

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 July 29th, 2025, City Council Workshop.

Given under my hand and official seal of the City of Clearwater, Kansas, this 12th day of August 2025.

Jaye Poe, City Clerk

Check Register Report

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								
51853	07/30/25	Printed			AMAZON BUS	AMAZON BUSINESS	BOARD AND CALENDAR	173.99
51854	07/30/25	Printed			BB LUMBER	B & B LUMBER	ORGANIZING SHOP TOOLS	105.57
51855	07/30/25	Printed			BIGGS JASO	JASON BIGGS	TESTING IN LAWRENCE MEAL	19.67
51856	07/30/25	Printed			CW FALLFST	CLEARWATER FALL FESTIVAL	SOCIAL EVENT/FALL FESTIVAL	45.00
51857	07/30/25	Printed			COWHERD M	MICHAEL COWHERD	TESTING IN LAWRENCE MEAL	25.14
51858	07/30/25	Printed			EMPAC	EMPAC, INC.	EMPAC AUG & SEPT	503.50
51859	07/30/25	Printed			ENVIRO-LIN	ENVIRO-LINE CO INC	PARK GLEN PUMP	8,199.45
51860	07/30/25	Printed			GARVER LLC	GARVER, LLC	INDIAN RIDGE PH 2 IMPROVEMENTS	35,046.00
51861	07/30/25	Printed			HACH CO	HACH COMPANY	TESTING CHEMICAL	554.41
51862	07/30/25	Printed			IRRIGATION	IRRIGATION BY DESIGN	ROTOR REPLACEMENT @CTSC	123.00
51863	07/30/25	Printed			IVES AMBER	AMBER IVES	EVENT TRIPS AND MILEAGE	414.40
51864	07/30/25	Printed			J & H STRG	J & H STORAGE	AUGUST STORAGE UNIT RENT PD	65.00
51865	07/30/25	Printed			JACKS JUST	JUSTIN JACKS	TOLLS & MILEAGE FOR TRAINING	175.04
51866	07/30/25	Printed			KS REGISTE	KANSAS REGISTER	PUB NOTICE INTENT INDIAN RIDGE	22.61
51867	07/30/25	Printed			LKM	LEAGUE OF KS MUNICIPALITIES	2025 STO & UPOC BOOKS	298.63
51868	07/30/25	Printed			LEAS FIN P	LEASE FINANCE PARTNERS	COPIER LEASE CITY/POLICE	608.72
51869	07/30/25	Printed			LCS1	LOWE'S	REFUND FOR SALES TAX	1,646.89
51870	07/30/25	Printed			MCDONALD	MCDONALD TINKER PA	JUNE ATTORNEY FEES	2,776.61
51871	07/30/25	Printed			NAVRATS	NAVRAT'S OFFICE PRODUCTS	COPY PAPER	664.80
51872	07/30/25	Printed			ONESOURCE	ONESOURCE TECHNOLOGY, INC	MICROSOFT 365 IT SERVICE	4,097.00
51873	07/30/25	Printed			OPTIV	OPTIV SECURITY INC.	SECURITY FOB FOR CORBETT	65.94
51874	07/30/25	Printed			PEARSON	PEARSON CONSTRUCTION LLC	PAY REQUEST #10	325,502.33
51875	07/30/25	Printed			PETTY CASH	PETTY CASH	POLICE DEPT CAR WASH	20.00
51876	07/30/25	Printed			RA01	PITNEY BOWES	POSTAGE	300.00
51877	07/30/25	Printed			POSTLOCITY	POSTALOCITY	MAIL JULY WATER BILLS	1,050.00
51878	07/30/25	Printed			ROASTER JO	ROASTER JOE'S	POLICE DEPT DRINKING WATER	54.81
51879	07/30/25	Printed			SEC OF ST	SECRETARY OF STATE	NOTARY RENEWAL NICHOLS	25.00
51880	07/30/25	Printed			SG CO DOF	SEDGWICK COUNTY	JUNE 25 PRISONER HOUSING	37.05
51881	07/30/25	Printed			SOEKEN ETH	ETHAN SOEKEN	TESTING IN LAWRENCE MEAL	19.67
51882	07/30/25	Printed			TIMES NWSP	TIMES-SENTINEL NEWSPAPERS	NOTICE PRIVATE PLACE GO BONDS	435.40
51883	07/30/25	Printed			TRUE2U	TRUE2U AUTOMOTIVE, LLP	TIRE REPAIR VEHICLE #5	50.00
51884	07/30/25	Printed			UNIFIRST	UNIFIRST CORPORATION	SOAP MATS PAPER TOWELS TP	965.34
51885	07/30/25	Printed			WICHTA TRC	WICHITA TRACTOR CO.	BLUE TRACTOR BRAKE FLUID	55.08

Total Checks: 33 **Checks Total (excluding void checks): 384,146.05**

Total Payments: 33 **Bank Total (excluding void checks): 384,146.05**

Check Register Report

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								
3712	07/30/25	Printed			BEAM	BEAM	AUGUST BEAM	1,279.34
3713	07/30/25	Printed			BLUE CROSS	BLUE CROSS AND BLUE SHIELD	AUGUST BCBS PREMIUMS	17,774.18
3714	07/30/25	Printed			FARMERS	FARMERS BANK	AUGUST FCMI RESERVE PAYMENT	7,348.97
3715	07/30/25	Printed			LIBERTY NA	LIBERTY NATIONAL	AUGUST LIBERTY PREMIUMS	455.07
					Total Checks: 4		**Checks Total (excluding void checks):**	**26,857.56**
					Total Payments: 4		**Bank Total (excluding void checks):**	**26,857.56**
					Total Payments: 37		**Grand Total (excluding void checks):**	**411,003.61**

City of Clearwater
City Council Meeting
August 12, 2024

Utility Bill Write Off

Content: Katie Harrington passed away on March 21, 2025. A total of $228.16 is what Katie owed on her outstanding utility bill.

Financial: A total of $228.16 is what Katie owed on her outstanding utility bill.

Legal Considerations: Review and Comment as Necessary

Recommendations/Actions: It is recommended the City Council approve the write-off.

City of Clearwater
City Council Meeting
August 12, 2025

Mayoral Appointment

Context: Per City Code all volunteers are to be appointed by the Mayor upon approval of the City Council.

Chief Dinwiddie is requesting the following individuals to be appointed to the volunteer fire service:

Lucas Hinton-FF/EMT
Colten Coughlin-FF

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the mayor's appointment.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: August 07, 2025
Re: Administration Report

- The budget hearing notification has been sent to the newspaper.
- The pool had their staff party on August 5th. It was another successful year. We will have a special pool party when school starts on Friday August 15th for adults only. Since this is outside of the normal pool season there will be a charge to enjoy. The school has been gracious to allow some of the guards to take the time off of class to help cover the event.
- The StuCo pool party will also be held on August 15th in the evening.
- Once again, the high school gym class will be using the pool for the first two weeks of class. The last day will be August 28th. The pool will be drained on the 29th.
- Indian Ridge water and sewer bid opening was on July 29th. Mies Construction was the lowest bidder at $400,000 which was below engineers estimates. The road plans are currently being reviewed. The temporary notes bond will proceed starting at the next council meeting.
- Met with Emprise to adjust the checking accounts interest rates. The Federal Funds Rate is not 3.35% APY. The change was implemented for Clearwater on August 4, 2025.
- The Board of Zoning Appeals approved a reduction in side setbacks for a house being rebuilt at 114 S Byers. The reduction is from 12.5' to 7.5' on either side. The Planning Commission is working on an amendment to the Zoning Ordinance fence section to address fence placement in rights-of-way among other things.
- Fields 1,2 & 3 will be closed for fall/ winter maintenance from September 2nd to the last week in February.
- The Employee Assistance Program through EMPAC is active as of August 1st.
- Year to Date (July 2025): 1% Sales Tax Collected: **$214,203.10**
- Total Sales Tax Collected since January 2024: **$503,624.41**

Dates to Remember

- August 15th – "Mom's Day Out" Pool event – No kids.
- August 26th – Budget Hearing and Adoption

Active Nuisances/ Code Violations

205 S Tracy	317 E Ross	150 N Tracy	139 N Gorin	249 N Grant
130 N Grant	Grant/Hellar	131 S Prospect	310 E Wood	148 N Lee
427 N 1st St Ct	250 S 1st	450 S 3rd	146 S 3rd	200 N Prospect
150 S 3rd	414 E Park	130 S Grant	445 E Park	148 S 1st
129 N Lee	201 S Byers	114 S Byers	213 S 1st	143 S 2nd
115 S Lee	250 S Tracy	336 S Lee	331 S 4th	135 S 2nd
235 N Lee	151 N Lee	221 Salt Creek Ct	176/178 Indian Lakes	234 N Lee
Duckhorn Properties	300 S 1st	330 S Tracy	210 S Lee	222 S 3rd
Lot 16 Block 3 CR	421 S 3rd	230 S Grant	420 S 2nd	200 S Lee
208 W Ross	200 S Grant			

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: August 7th, 2025

Re: Fire Department Staff Report

- Clearwater Fire responded to **8** medical calls and **5** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **20** 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 **22** times.
- Personnel trained over hydrant inspections at our meeting on the 29th and trained on hose line advancement at Mimosa Arms apartments at our meeting on the 5th.
- Personnel trained on credentialing criteria and overall department procedures at our last medical training on the 7th.
- The department provided medical stand-by for the Chisholm Trail Saddle Club rodeo on the 8th and 9th.
- The department provided a truck to help spray down the kids at the Clearwater Recreation's Mighty Tykes Triathlon on the 7th.
- The department submitted a grant request with Twin Valley's Community Grant program. The department requested $5,000 to purchase a new smart TV for the training room, new laptop, iPad, and new training equipment.
- The radio shop is currently reprogramming the old PD portable radios so they can be utilized for FD operations. They should be completed within the next two weeks.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: Aug 7, 2025

Re: Police Department Staff Report

Officers:

The Officers are each using some of their vacation time. We have all been very busy this summer.

Police Clerk:

Trish received checks from of our donation fund.

$1500 from Charles Engineering

$1000 from Southern Star

$3000 from PCCA

Every 5 years a vest expires. We are so grateful for these amazing donation to help with the costs of our officer's bullet proof vest replacement.

Building:

Nothing to report.

Vehicles:

Our new vehicle should be complete and is out on patrol. We will be putting the 2020 Durango with 97000 miles on Purple Wave soon.

Matters of interest since the last meeting on Police Activity:

We have had 76 dispatched/reported calls with 13 arrests and 23 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: August 12, 2025

Subject: Public Works Summary

1. Cut and remove downed trees at cemetery
2. Replace setter at 218 N Gorin
3. Repair leak on service line at 426 N 1st
4. Replace lights at city hall (storage room)
5. Prepare sewer ponds for triannual inspection on the 13th
6. Paint North and South streets crosswalks and the one way on E Kansas
7. Fruit pick up for commodities
8. Install and connect 114 wired radios on badger meters to the AMI system
9. Asphalt water leak cuts on S Byers & W Kansas and SE Drive (5 tons)
10. Asphalt hydro vac holes and installation area for insert-a-valve at N Tracy& E Wood (5 tons)
11. Remove wasp nest from electrical outlet box at park shelters

Clearwater Senior Center

Staff Report

August 6, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

August has come in with a bang! We have 11 NEW participants at the Center for various activities. Six days and eleven new people. Some have come for a specific event, some have come in from seeing the Facebook posts and one is looking to move to the area and wanted to see what the Center was about.

Lunch & Learn is on Tuesday and we are excited to have Tara Sharon in to speak about an upcoming class we will be offering on Chronic Illnesses. This was an extremely popular class when offered before, so many are excited to have it back.

Common Ground Mobile Market will be starting their rotation back up and we are scheduled for Monday, August 18th at 11:00 AM. They will be bringing in produce for the community to shop. This has always been a big hit with seniors. The 10 Farmer's Market Vouchers we had have all been given out and we have started a waiting list if the state provides more coupons. This is a program for low-income seniors.

National Senior Citizen Day is August 21st, and I have several activities planned to include speakers, games and lunch. If you are able, stop in and say hi!

Respectfully,
Amber Ives
Senior Center Coordinator

City of Clearwater
City Council Meeting
August 12, 2025

GO Bond Series 2025

Context: On June 24, 2025, the Council adopted Resolution 11-2025 authorizing the sale of General Obligation bonds and on July 8, 2025, Council adopted ordinance 1118 levying special assessments for Indian Ridge Phase 1 improvement district. Property owners were notified by mail with options to pay in whole or part to the City by July 24, 2025, their portion of the improvements on their property. The City Clerk received one payment from the owners at 820 E Ross and notified Larry Kleeman, Ranson Financial, and Kevin Cowan, Gilmore and Bell. The owner will not need to pay any further special assessments.
The next step in the process is to

1. Award the General Obligation bid.
2. **Adopt Ordinance 1123** – *AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.*
3. **Adopt Resolution 13-2025** – *A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY OF CLEARWATER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [1123] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.*
4. **Authorize the Mayor and Clerk to execute the closing documents.**

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

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Recommended Actions

1. Adopt Ordinance 1123
2. Adopt Resolution 13-2025
3. Authorize the Mayor and City Clerk to execute the closing documents.

Gilmore & Bell, P.C.
08/04/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON AUGUST 12, 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 Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2025, dated August 28, 2025, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

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

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

Yea: _____.

Nay: _____.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and

upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

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

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____.

Nay: _____.

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

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

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

EXHIBIT A
BID TABULATION

CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS

Dated: August 28, 2025
Series 2025

Sale Date: August 12, 2025
10:00 A.M.., Central Time
Max Interest Rate: [____]%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
INTEREST RATES:				
2026	_____%	_____%	_____%	_____%
2027	_____%	_____%	_____%	_____%
2028	_____%	_____%	_____%	_____%
2029	_____%	_____%	_____%	_____%
2030	_____%	_____%	_____%	_____%
2031	_____%	_____%	_____%	_____%
2032	_____%	_____%	_____%	_____%
2033	_____%	_____%	_____%	_____%
2034	_____%	_____%	_____%	_____%
2035	_____%	_____%	_____%	_____%
2036	_____%	_____%	_____%	_____%
2037	_____%	_____%	_____%	_____%
2038	_____%	_____%	_____%	_____%
2039	_____%	_____%	_____%	_____%
2040	_____%	_____%	_____%	_____%
2041	_____%	_____%	_____%	_____%
2042	_____%	_____%	_____%	_____%
2043	_____%	_____%	_____%	_____%
2044	_____%	_____%	_____%	_____%
2045	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	$_____	$_____	$_____	$_____
PREMIUM:	$(_____)	$(_____)	$(_____)	$(_____)
DISCOUNT:	$_____	$_____	$_____	$_____
NET INTEREST COST:	$_____	$_____	$_____	$_____
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
08/04/2025

ORDINANCE NO. [____]

OF

THE CITY OF CLEARWATER, KANSAS

PASSED

AUGUST 12, 2025

_____

GENERAL OBLIGATION BONDS
SERIES 2025

(PUBLISHED IN THE ***TIMES-SENTINEL*** ON AUGUST 21, 2025)

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Clearwater, Kansas (the "City") is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

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

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

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

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least $1,589,450 with all of said cost to be paid by the owners of the property within the City benefited by the Improvements and with $19,450.00 of said cost to be paid by the City at large, and that the owners of the property benefited by the Improvements have paid $10,691.48 in cash into the City Treasury on account of the Improvements and there is $19,450 available in the City Treasury to pay part of said cost, leaving $1,555,000* to be paid for by the issuance of general obligation bonds; and

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

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $1,555,000* of its general obligation bonds, together with bid premium thereon, to pay costs of the Improvements; and

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

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*., all as amended and supplemented from time to time.

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

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

"Bonds" means the City's General Obligation Bonds, Series 2025, dated August 28, 2025, authorized by this Ordinance.

"City" means the City of Clearwater, Kansas.

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

"Governing Body" means the Governing Body of the City.

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

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Notes" means collectively: (a) the Series 2022A Notes maturing in the year 2025, in the aggregate principal amount of $1,060,000; (b) a $470,000 portion of the Series 2023A Notes maturing in the year 2026.

"Series 2022A Notes" means the City's General Obligation Temporary Notes, Series 2022A, dated July 27, 2022.

"Series 2023A Notes" means the City's General Obligation Temporary Notes, Series 2023A, dated April 13, 2023.

"State" means the State of Kansas.

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

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025, of the City in the principal amount of $1,555,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

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

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

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

PASSED by the Governing Body on August 12, 2025 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 12, 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 August [__], 2025.

DATED: August 12, 2025.

_____
Clerk

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(PUBLISHED IN THE ***TIMES-SENTINEL*** ON AUGUST [__], 2025)

SUMMARY OF ORDINANCE NO. [____]

On August 12, 2025, the governing body of the City of Clearwater, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2025 Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 129 E. Ross Ave., 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: August 12, 2025.

_____
City Attorney

Gilmore & Bell, P.C.
08/04/2025

RESOLUTION NO. [_____]

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

AUGUST 12, 2025

_____

GENERAL OBLIGATION BONDS
SERIES 2025

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EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. [_____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $1,555,000* to pay costs of the Improvements and refund the Refunded Notes.

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

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 et seq. and K.S.A. 12-6a01 *et seq*., all as amended and supplemented from time to time.

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

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

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

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

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

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

"Bond Registrar" means the State Treasurer and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Bonds, Series 2025, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Clearwater, Kansas.

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

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

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

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

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Bonds, Series 2025 created pursuant to ***Section 501*** hereof.

"Dated Date" means August 28, 2025.

"Debt Service Account" means the Debt Service Account for General Obligation Bonds, Series 2025 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the

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

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

"Defeasance Obligations" means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Governing Body" means the Governing Body of the Issuer.

"Improvement Fund" means the Improvement Fund for General Obligation Bonds, Series 2025 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

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

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing April 1, 2026.

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

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

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

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

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

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[_____]
[_____]
[_____]
Fax:

(d) To the Rating Agency(ies):

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

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

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

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

"Notice Representative" means:

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

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

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

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

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

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

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

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

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the

Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of $[_____][, less an underwriting discount of $[_____][, less an original issue discount of $[_____]]].

"Purchaser" means [_____ _____], the original purchaser of the Bonds, and any successor and assigns.

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

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

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

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

"Refunded Notes" means collectively: (a) the Series 2022A Notes maturing in the year 2025, in the aggregate principal amount of $1,060,000; (b) a $470,000 portion of the Series 2023A Notes maturing in the year 2026.

"Refunded Notes Paying Agent" means the respective paying agent for each series of the Refunded Notes as designated in the respective Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Notes.

"Refunded Notes Redemption Date" means August 29, 2025.

"Refunded Notes Resolution" means the resolution which authorized the Refunded Notes.

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

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

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2022A Notes" means the City's General Obligation Temporary Notes, Series 2022A, dated July 27, 2022.

"Series 2023A Notes" means the City's General Obligation Temporary Notes, Series 2023A, dated April 13, 2023.

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

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

"State" means the state of Kansas.

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

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

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

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"Term Bonds"** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 20__ Term Bonds.]

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

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations,

which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $1,555,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Annual Rate of Interest		Stated Maturity October 1	Principal Amount	Annual Rate of Interest
2026	$45,000	[ ]%		2036	$75,000	[ ]%
2027	55,000	[ ]%		2037	80,000	[ ]%
2028	55,000	[ ]%		2038	85,000	[ ]%
2029	60,000	[ ]%		2039	85,000	[ ]%
2030	60,000	[ ]%		2040	90,000	[ ]%
2031	60,000	[ ]%		2041	95,000	[ ]%
2032	65,000	[ ]%		2042	100,000	[ ]%
2033	65,000	[ ]%		2043	105,000	[ ]%
2034	70,000	[ ]%		2044	115,000	[ ]%
2035	70,000	[ ]%		2045	120,000	[ ]%

[TERM BONDS

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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first

class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the

sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be

imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with

respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved.

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

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to their Stated 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 Redemption Date.

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

Principal Amount	**Year**
$	
	*

*Final Maturity

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

Principal Amount	**Year**
$	
	[____]*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section

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

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said

written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

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

(a) Improvement Fund for General Obligation Bonds, Series 2025.

(b) Debt Service Account for General Obligation Bonds, Series 2025 (within the Bond and Interest Fund).

(c) Costs of Issuance Account for General Obligation Bonds, Series 2025.

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

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.

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

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

(d) In addition to proceeds of the Bonds, the Issuer will deposit into the Improvement Fund the amount of $10,691.48, representing special assessments paid in cash for the Improvements, and the amount of $19,450, representing available funds of the Issuer.

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

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

and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; and (c) retiring the Refunded Notes.

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

The Refunded Notes issued to temporarily finance the costs of the Improvements pending the issuance of the Bonds are hereby called for redemption and payment. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

(a) extend the maturity of any payment of principal or interest due upon any Bond;

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

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

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

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

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

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution

shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

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

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

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

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

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

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of

receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on August 12, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 12, 2025, as the same appears of record in my office.

DATED: August 12, 2025.

_____
Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED NUMBER __ **REGISTERED $**

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

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF CLEARWATER
GENERAL OBLIGATION BOND
SERIES 2025

Interest Rate:	Maturity Date:	Dated Date: August 28, 2025	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Clearwater, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2026 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

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

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2025," aggregating the principal amount of $1,555,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

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

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

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

CITY OF CLEARWATER, KANSAS

(Facsimile Seal)

By: (facsimile)
Mayor

ATTEST:

By: (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2025, of the City of Clearwater, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: August 28, 2025

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

By _____

Registration Number: _____

LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

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

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Clearwater, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of August 28, 2025.

WITNESS my hand and official seal.

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

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on August 28, 2025.

WITNESS my hand and official seal.

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

Gilmore & Bell, P.C.
08/06/2025

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$1,555,000*

CITY OF CLEARWATER, KANSAS

GENERAL OBLIGATION BONDS
SERIES 2025

DATED AUGUST 28, 2025

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

$1,555,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025
DATED AUGUST 28, 2025

_____

CLOSING LIST

_____

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

1. City of Clearwater, Kansas (the "Issuer")

2. Jennifer Hill, Wichita, Kansas ("Issuer's Counsel")

3. Attorney General of the State of Kansas

4. State Treasurer, Topeka, Kansas (the "Paying Agent")

5. [_____ _____] (the "Original Purchaser")

6. Ranson Financial Group, Wichita, Kansas (the "Financial Advisor")

7. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

SPECIAL ASSESSMENT PROCEEDINGS

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

2. Affidavit of Publication – Notice of Public Hearing

3. Certificate of Mailing – Notice of Public Hearing

4. Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 1118

5. Ordinance No. 1118 levying special assessments

6. Affidavit of Publication of Ordinance No. 1118

7. Certificate of Mailing – Notice of Assessment

8. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

9. **Indian Ridge at Clearwater - Paving Improvements**
   - Project estimate
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 10
   - Resolution No. 10 authorizing paving improvements (recorded)
   - Affidavit of Publication of Resolution No. 10

10. **Indian Ridge at Clearwater – Sanitary Sewer Improvements**
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 08-2023
   - Resolution No. 08-2023 authorizing sanitary sewer improvements (recorded)
   - Affidavit of Publication of Resolution No. 08-2023

11. **Indian Ridge at Clearwater – Water Distribution Improvements**
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 07-2023
   - Resolution No. 07-2023 authorizing water distribution improvements (recorded)
   - Affidavit of Publication of Resolution No. 07-2023

12. **Indian Ridge at Clearwater – Storm Water Drain Improvements**
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 06-2023
   - Resolution No. 06-2023 authorizing storm water drain improvements (recorded)
   - Affidavit of Publication of Resolution No. 06-2023

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

13. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 11-2025

14. Resolution No. 11-2025 authorizing the offering for sale of the Bonds

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

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

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

18. Official Statement

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

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

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

22. Resolution No. [_____] prescribing the form and details of the Bonds

23. Refunded Notes Redemption Documents
·Calls for Redemption
·Notices of Call for Redemption
·Paying Agent's Certifications
·Event Notices Pursuant to SEC Rule 15c2-12(b)(5)(C)

CLOSING DOCUMENTS

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

25. Uniform Facsimile of Signature Certificates

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

27. Specimen Bond and Printer's Certificate

28. Agreement Between Issuer and Agent

29. DTC Blanket Letter of Representations

30. Closing Certificate

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

LEGAL OPINIONS

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

33. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

34. Closing Letter

* * * * *

Gilmore & Bell, P.C.
08/06/2025

TRANSCRIPT CERTIFICATE

$1,555,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025
DATED AUGUST 28, 2025

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and do hereby certify as of August 12, 2025, as follows:

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

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

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

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

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

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

Series 2025		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2028
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2028
Crystal Walter	Councilmember	01/2021 to 01/2026
Tim Robben	Councilmember	01/2022 to 01/2026
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2028
Samantha Warkins	Councilmember	01/2024 to 01/2028

Jaye Poe	Clerk	N/A
Courtney Zollinger	City Administrator/City Treasurer	N/A

Series 2023A		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2024
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2024
Crystal Walter	Councilmember	01/2021 to 01/2026
Tim Robben	Councilmember	01/2022 to 01/2026
Chad Pike	Councilmember	01/2020 to 01/2024
William "Tex" Titterington	Councilmember	01/2022 to 01/2026
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2022
Chris Griffin	Councilmember	04/2013 to 01/2022
Jaye Poe	Clerk	2022 to present
Courtney Zollinger	Clerk	12/2014 to 09/07/2021

Series 2022A		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2024
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2024
Crystal Walter	Councilmember	01/2021 to 01/2026
Tim Robben	Councilmember	01/2022 to 01/2026
Chad Pike	Councilmember	01/2020 to 01/2024
William "Tex" Titterington	Councilmember	01/2022 to 01/2026
Jaye Poe	Clerk	N/A

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

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 et seq., as amended, Ordinance No. [____] and Resolution No. [_____] of the Issuer duly adopted by the Governing Body of the Issuer on August 12, 2025 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying costs of certain paving, sanitary sewer, water and storm water drain improvements (the "Improvements").

(b) retiring on August 29, 2025 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Outstanding Amount***	***Redemption Amount***
General Obligation Temporary Notes	2022A	10/13/2022	10/01/2025	$1,060,000	$1,060,000
General Obligation Temporary Notes	2023A	04/13/2023	10/01/2026	1,015,000	470,000

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

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

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

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2025 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	$27,198,148
Tangible Valuation of Motor Vehicles (2024)	3,425,039
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	$30,623,187

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

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

_____
Mayor

(SEAL)

_____
Clerk

EXHIBIT A

STATEMENT OF COST

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

Sources of Funds:	
Principal Amount of the Bonds	$1,555,000*.00
Unspent Refunded Note Proceeds	
Prepaid special assessments	
[Original Issue Premium]	
[Original Issue Discount]	-
Total	***$***
Uses of Funds:	
Deposit to Improvement Fund	$
[Capitalized Interest]	
Deposit to Costs of Issuance Account	
Underwriter's Discount	
Total	***$***

EXHIBIT B

CITY OF CLEARWATER, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of August 28, 2025)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Exempt From Debt Limit
General Obligation Bonds	2013	03/29/2013	10/01/2028	$440,000	$135,000	$65,786 (48.73%)
General Obligation Bonds	2014	04/01/2014	10/01/2034	790,000	470,000	266,020 (56.60%)
General Obligation Bonds	2015-A	07/15/2015	10/01/2026	940,000	205,000	126,485 (61.70%)
General Obligation Bonds	2017-A	12/12/2017	12/01/2033	611,000	410,000	187,001 (45.61%)
General Obligation Bonds	2021	09/27/2021	10/01/2042	400,000	370,000	29,563 (7.99%)
General Obligation Bonds	2024	03/28/2024	10/01/2044	1,045,000	1,045,000	293,570 (27.68%)
General Obligation Bonds[1]	2025	08/28/2025	10/01/2045	1,555,000*	1,555,000	1,115,901 (71.76%)
Totals					***$4,190,000***	***$2,083,514***

[1] This issue

TEMPORARY NOTES

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Exempt From Debt Limit
General Obligation Temporary Notes[2]	2022A	10/13/2022	10/01/2025	$1,060,000	$0	$0 (62.14%)
General Obligation Temporary Notes[2]	2023A	04/13/2023	10/01/2026	1,015,000	545,000	545,000 (100%)
General Obligation Temporary Notes	2023B	12/14/2023	10/01/2026	1,700,000	1,700,000	1,113,160 (65.48%)
General Obligation Temporary Notes	2024	09/17/2024	10/01/2027	5,705,000	5,705,000	5,705,000 (100%)
Totals					***$7,950,000***	***$7,363,160***

[2] Excludes Refunded Notes to be refunded from the proceeds of the Series 2025 Bonds.

Gilmore & Bell, P.C.
08/06/2025

AGREEMENT BETWEEN ISSUER AND AGENT

$1,555,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025
DATED AUGUST 28, 2025

THIS AGREEMENT, dated as of August 28, 2025, between the City of Clearwater, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

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

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

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

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

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

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $1,943.75, based on a percentage of the aggregate principal amount of the Securities as follows:

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

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

IV. STANDARD OF PERFORMANCE

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

A. *STATEMENTS OF OWNERSHIP*

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

B. *CERTIFICATED SECURITIES*

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

number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. ***INTEREST CALCULATIONS***

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

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

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

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

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

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

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

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall

perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. ***REDEMPTIONS***

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

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

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

I. ***MISCELLANEOUS***

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

J. ***REPORTS***

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

K. ***CONSTRUCTION***

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

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CITY OF CLEARWATER, KANSAS

By _____
Mayor

(SEAL)

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

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

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

[*APPENDIX I*

NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025, DATED AUGUST 28, 2025

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

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

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

CITY OF CLEARWATER, KANSAS

By _____
Treasurer of the State of Kansas,
Topeka, Kansas]

Gilmore & Bell, P.C.
08/06/2025

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

$1,555,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025
DATED AUGUST 28, 2025

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on August 28, 2025 (the "Closing Date"), the City of Clearwater, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [_____ _____], as the Underwriter (the "Underwriter") in distributing the Bonds.

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

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

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CITY OF CLEARWATER, KANSAS

Dated: August 12, 2025

By: _____
Clerk

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

Dated: _____

By: _____
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

Gilmore & Bell, P.C.
08/06/2025

CLOSING CERTIFICATE

$1,555,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025
DATED AUGUST 28, 2025

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above-described bonds (the "Bonds"); and certify as of August 28, 2025 (the "Issue Date"), as follows:

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

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated August 12, 2025 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq.,* as amended, Ordinance No. [____] and Resolution No. [_____] of the Issuer duly adopted by the Governing Body of the Issuer on August 12, 2025 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying costs of certain paving, sanitary sewer, water and storm water drain improvements (the "Improvements").

(b) retiring on August 29, 2025 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Outstanding Amount***	***Redemption Amount***
General Obligation Temporary Notes	2022A	10/13/2022	10/01/2025	$1,060,000	$1,060,000
General Obligation Temporary Notes	2023A	04/13/2023	10/01/2026	1,015,000	470,000

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

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated July 24, 2025 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

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

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

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WITNESS our signatures and the seal of the Issuer.

_____
Mayor

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/06/2025

[FORM OF BOND COUNSEL OPINION]

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

[August 28, 2025]

Governing Body
City of Clearwater, Kansas

[_____
_____]

Re: $1,555,000* General Obligation Bonds, Series 2025, of the City of Clearwater, Kansas, Dated August 28, 2025

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

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion that:

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

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

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross

income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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

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

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Bonds, or the tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

GILMORE & BELL, P.C.

Gilmore & Bell, P.C.
08/06/2025

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF AUGUST 28, 2025

BY

CITY OF CLEARWATER, KANSAS

$1,555,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2025
DATED AUGUST 28, 2025

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of August 28, 2025 (the "Continuing Disclosure Undertaking"), is executed and delivered by **THE CITY OF CLEARWATER, KANSAS** (the "Issuer").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2025 (the "Bonds"), pursuant to an Ordinance and Resolution adopted by the governing body of the Issuer (collectively the "Bond Resolution").

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

The Issuer covenants and agrees as follows:

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

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

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

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

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

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

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not

include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

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

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

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

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

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the November 1 immediately following the end of the Issuer's Fiscal Year, commencing with the year ending December 31, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CLEARWATER, KANSAS

(SEAL)

_____
Mayor

_____
Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT

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

FINANCIAL INFORMATION
- Assessed Valuation
- Property Tax Levies and Collections
  - -Tax Rates
  - -Aggregate Tax Levies
  - -Tax Collection Record
  - -Major Taxpayers

DEBT STRUCTURE
- Current Indebtedness of the City*
  - -General Obligation Bonds
  - -Temporary Notes
  - -Certificates of Participation
  - -Revenue Bonds
  - -Capital Lease Obligations
  - -Loan Obligations
  - -Public Building Commission Revenue Bonds Outstanding

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

City of Clearwater
City Council Meeting
August 12, 2025

Notice of Award for Water and Sanitary Sewer – Indian Ridge Phase 2

Context: At the February 11, 2025 City Council meeting the Governing Body Approved Resolution 06-2025 and 07-2025 authorizing water, and sanitary sewer for Indian Ridge Phase 2.

Water and Sanitary Sewer bids were opened Thursday, July 29, 2025 at 10:00 am. Three responses were received with Mies Construction being the low bid at $400,000 which is below the engineers estimates.

Mies Construction	$400,000
Nowak Construction	$408,608
Duling Construction	$441,931

Financial: The engineers estimate for the water and sewer improvements was $637,922. The improvements will be paid initially with a General Obligation Temporary Note and then by special assessments

Legal Considerations: Review and comment as necessary

Recommendations/Actions:

Motion 1: Approve the Notice of Award to Mies Construction for water and sanitary sewer improvements to Indian Ridge Phase 2.

Motion 2: Authorize the Mayor to sign the construction documents when ready.

Indian Ridge Addition Phase 2 Water and Sanitary Sewer

29-Jul-25

										Low bidder			
Water Distribution Project				Engineers Estimate		Contractor	Duling Construction	Contractor	Mies Construction	Contractor	Nowak Construction		
1	Site Clearing	LS	1	$ 15,239.00	$ 15,239.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 6,050.00	$ 6,050.00		
2	Site Restoration	LS	1	$ 3,000.00	$ 3,000.00	$ 8,000.00	$ 8,000.00	$ 25.00	$ 25.00	$ 1.00	$ 1.00		
3	Maintain Existing BMPs	LS	1	$ 500.00	$ 500.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 300.00	$ 300.00		
4	Connect to Existing Main	EA	3	$ 1,500.00	$ 4,500.00	$ 3,500.00	$ 10,500.00	$ 540.00	$ 1,620.00	$ 1,400.00	$ 4,200.00		
5	Pipe, WL 8"	LF	1479	$ 85.00	$ 125,715.00	$ 55.00	$ 81,345.00	$ 59.00	$ 87,261.00	$ 59.00	$ 87,261.00		
6	Pipe, WL 8" DICL	LF	4.58	$ 100.00	$ 458.00	$ 300.00	$ 1,374.00	$ 327.00	$ 1,497.66	$ 330.00	$ 1,511.40		
7	Fire Hydrant Assembly	EA	2	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ 16,000.00	$ 10,650.00	$ 21,300.00	$ 7,650.00	$ 15,300.00		
8	Valve Assembly, 8"	EA	2	$ 3,500.00	$ 7,000.00	$ 2,200.00	$ 4,400.00	$ 3,625.00	$ 7,250.00	$ 2,700.00	$ 5,400.00		
9	Short Water Service	EA	16	$ 5,000.00	$ 80,000.00	$ 1,800.00	$ 28,800.00	$ 2,180.00	$ 34,880.00	$ 1,900.00	$ 30,400.00		
10	Long Water Service	EA	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 3,070.00	$ 3,070.00	$ 2,600.00	$ 2,600.00		
11	2" Long Water Service	EA	4	$ 2,500.00	$ 10,000.00	$ 4,500.00	$ 18,000.00	$ 6,030.00	$ 24,120.00	$ 4,350.00	$ 17,400.00		
12	Sand Backfill, Jet & Vibrate	LF	72	$ 100.00	$ 7,200.00	$ 10.00	$ 720.00	$ 9.00	$ 648.00	$ 16.80	$ 1,209.60		
13	Seeding, Temporary	LS	1	$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00	$ 25.00	$ 25.00	$ 1,500.00	$ 1,500.00		
13A	Testing, Waterline	LS	1	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 1,104.00	$ 1,104.00	$ 400.00	$ 400.00		
				Total	$ 276,612.00	Total	$ 178,339.00	Total	$ 184,400.66	Total	$ 173,533.00		
Sanitary Sewer Project													
14	Site Clearing	LS	1	$ 18,035.00	$ 18,035.00	$ 4,000.00	$ 4,000.00	$ 13,314.34	$ 13,314.34	$ 8,050.00	$ 8,050.00		
15	Site Restoration	LS	1	$ 1,000.00	$ 1,000.00	$ 8,000.00	$ 8,000.00	$ 3,325.00	$ 3,325.00	$ 1.00	$ 1.00		
16	BMP, Construction Entrance	EA	1	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00		
17	BMP, Silt Fence	LF	1340	$ 5.00	$ 6,700.00	$ 2.00	$ 2,680.00	$ 1.80	$ 2,412.00	$ 1.80	$ 2,412.00		
18	Fill, Sand Jet & Vibrate	LF	176	$ 150.00	$ 26,400.00	$ 25.00	$ 4,400.00	$ 40.00	$ 7,040.00	$ 37.75	$ 6,644.00		
19	Testing, SS Pipe	LS	1	$ 2,500.00	$ 2,500.00	$ 3,200.00	$ 3,200.00	$ 3,650.00	$ 3,650.00	$ 2,800.00	$ 2,800.00		
20	Connect to Existing	EA	5	$ 2,000.00	$ 10,000.00	$ 3,500.00	$ 17,500.00	$ 1,550.00	$ 7,750.00	$ 1,400.00	$ 7,000.00		
21	Pipe, SS 8"	LF	1859	$ 75.00	$ 139,425.00	$ 68.00	$ 126,412.00	$ 37.00	$ 68,783.00	$ 52.00	$ 96,668.00		
22	Riser Assembly 4", Vertical	EA	28	$ 3,000.00	$ 84,000.00	$ 1,400.00	$ 39,200.00	$ 1,650.00	$ 46,200.00	$ 1,850.00	$ 51,800.00		
23	MH, Standard SS (4')	EA	8	$ 6,500.00	$ 52,000.00	$ 5,500.00	$ 44,000.00	$ 5,550.00	$ 44,400.00	$ 5,300.00	$ 42,400.00		
24	MH, Shallow SS (4')	EA	3	$ 6,500.00	$ 19,500.00	$ 4,200.00	$ 12,600.00	$ 5,400.00	$ 16,200.00	$ 4,250.00	$ 12,750.00		
25	Seeding	LS	1	$ 750.00	$ 750.00	$ 100.00	$ 100.00	$ 25.00	$ 25.00	$ 3,550.00	$ 3,550.00		
				Total	$ 361,310.00	Total	$ 263,592.00	Total	$ 215,599.34	Total	$ 235,075.00		
					Project Total $ 637,922.00		Project Total $ 441,931.00		Project Total $ 400,000.00		Project Total $ 408,608.00		

City of Clearwater
City Council Meeting
August 12, 2025

Reflection Mobile Bar - Clearwater Fall Festival Temporary Alcohol Permit

---

Context: Clearwater Fall Festival will be hosting their annual Fall Festival at City Park. They will be having a beer garden on Friday October 3rd from 5pm-10pm and October 4th from 11:00 AM to 10:00 PM.

They are requesting the Council to consider the temporary alcohol permit for Reflection Mobile Bar Service to cater for the event at the Aquatic Center Parking lot. It is close to the stage where live bands will be performing. The festival would put up a double-layer snow fence around the proposed area. They will provide parents of youth sports organization to check ID's and help keep the drinks restricted to inside the beer garden area.

Reflection Mobile Bar Service is licensed with ABC. Their privileges allow the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

The Clearwater City Code 3-104 states council can grant a temporary permit to allow alcoholic liquor on city property as long as an alcoholic liquor license has been obtained from the state.

Financial: The temporary alcohol permit will be $25.00 per day.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the temporary permit for the Clearwater Fall Festival.

CITY OF CLEARWATER, KANSAS
TEMPORARY PERMIT
FOR THE DRINKING OR CONSUMPTION OF ALCOHOLIC BEVERAGE ON CITY PROPERTY

Requester:	Scot & Valeen Palmer
Requester Group or Organization (if any):	Reflection Mobile Bar Service
Requester or Group Address:	220 N. Salt Creek Ct. Clearwater, KS 67026
Permit Date(s) and Hours:	Oct. 3 5-10pm, Oct. 4 11AM-10PM

Type of Beverage (check all that apply):	■ Beer	■ Spirits	■ Wine

Service:	☐ Self Service	■ Sales	☐ Other:

Description and Address of the Exact Area of the Clearwater City Property exempted by this Permit (Include a map with the area outlined):
We will be set up on the west end of the pool parking lot. 145 N. Fourth Clearwater, KS 67026

Additional Services Required (City Code 4-119(c)(5)):		
☐ Police	☐ Fire	■ Other
Description: We will have parents of a local youth sports organization at the gates to check IDs and help keep drinks restricted to the beer garden.		

ISSUED this _____ day of _____, 20__.

SEAL

_____
Burt Ussery, Mayor

ATTEST:

_____
Jaye Poe, City Clerk

Track
No Alcohol Beyond This Point
No Alcohol Beyond This Point
Entrance/ Exit
N 4th St
S 135th St
N 4th St
S 135th St W
Ross Ave
Ross Ave
Ross Ave

Kansas Alcoholic Beverage Control Division
Liquor License
Caterer

OWNER NAME: **SVP Inc**
DBA: **Reflection Mobile Bar Service**
ADDRESS: **220 N Salt Creek Court**
Clearwater, KS 67026

LICENSE NO: 16512

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:
Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on unlicensed premises for limited durations at catered events and other activities as authorized by K.S.A. 41-2643.

AGREEMENT:
By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 10/27/2023 EXPIRES: 10/26/2025

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:
- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at http://www.ksrevenue.gov/abccontact.html

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:
- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at https://www.ksrevenue.gov/pdf/abc824.pdf

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2025

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

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

PRODUCER	CONTACT NAME: Justin Wolf	
Wolf Financial Inc. 10100 W. Maple St Wichita KS 67209	PHONE (A/C, No, Ext): (316) 804-9585	FAX (A/C, No): (316) 854-5100
	E-MAIL ADDRESS: justin@wolffinancial.org	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SPINNAKER REINS CO LTD	051049
INSURED Svp Inc 220 N Salt Creek Ct Clearwater KS 67026	INSURER B : UNITED FNCL CAS CO	11770
	INSURER C : MOUNT VERNON FIRE INS CO	26522
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			974451478	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Liquor Liability			LQ 2012271	03/08/2025	03/08/2026		1,000,000

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

CERTIFICATE HOLDER

Clearwater Fall Festival
129 E Ross
Clearwater KS 67026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Wolf

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City of Clearwater
City Council Meeting
August 12, 2025

Budget Amendment

Context: During the 2025 budget adopted the city did not know if the Senior Center would qualify for the larger grant of $35,000. So, when adopting the budget, the Department on Aging Fund was at $18,000 expenditure. Since the larger grant has been received the council must amend the 2025 budget to allow for the added expenditure for that Fund. The General Fund and Department on aging are split 70/30. 70% paid by the General Fund and 30% by the Department on Aging Fund.

The city is required to hold a public hearing to amend the 2025 budget. If there is no protest to increase the spending authority, then the Governing Body will approve the increase in spending authority for the Department on Aging fund.

Financial: The increase in funding from the Department on Aging alleviates the general fund by $17,000. The decrease in expenditures out of the General Fund will help offset the contract with ProCode compliance since they were hired after the budget was adopted.

Legal Considerations: Review and Comment as Necessary.

Recommendations/Actions: It is recommended the City Council approve the budget amendment and set the hearing for September 9, 2025.

Notice of Budget Hearing for Amending the
2025 Budget
The governing body of
City of Clearwater
will meet on the day of 09/09/2025 at 6:30PM at City Hall for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2025 Adopted Budget			2025 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Dept on Aging			18,000	35,000
			0	0
			0	0
			0	0
			0	0
			0	0

City of Clearwater
Official Title: Treasurer

City of Clearwater
City Council Meeting
August 12, 2025

Farm Lease

Context: In 2024 the Clearwater Cemetery District, Hammer's LLC, and the City of Clearwater entered into a farm lease agreement with Max Tjaden. Max Tjaden informed all parties that he was not going to continue to farm the land and canceled his lease agreement.

There are two parties interested in farming the property, Jake Johson, and Wes Struthers. Since the City and the Cemetery owned property at 95th and 135th, the Cemetery has arranged the lease agreement, and the City has followed suite. Since Hammer's LLC came on as a party to the land, they have also followed the Cemetery Districts recommendations.

The Cemetery District will meet on August 14th and review the two offers for leasing the property. Wes Struthers has offered $48/acre and Jake Johnson has offered $0 rent for 3 years and then $50/acre after that. Jake stated he spoke with the previous tenant, Max Tjaden, and Max informed Jake there is a water problem on the land and that is why Max no longer wants to farm it. Jake is offering to fix the water issues in exchange for $0 rent for 3 years. Trevor Smith, Hammers LLC farm manager, stated he might have a 3rd option for the cemetery district to consider. We do not have that information yet for the city.

Financial: Once agreed upon the rent will either be $48/acre ($432) immediately or $50/acre ($450) after 3 years.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: It is the recommendation to follow the Cemetery Districts recommendation for who to sign a lease with. ACTION: Authorize the mayor to sign the Farmland Lease Agreement with the designated farmer of the Clearwater Cemetery Districts choosing.

CASH FARMLAND RENTAL AGREEMENT

This lease is entered into this _____, 2025

Between Hammers LLC, landlord of 21 acres more or less, Clearwater Cemetery District, landlord of 18 acres more or less, and the City of Clearwater, landlord of 9 acres more or less (Landlords) And Jake Johnson, (Tenant) for farming purposes only.

1. The landlords hereby lease to the tenant, to use for agricultural purposes, to following described property, located South of 95th Street South and West of 135th Street West. Located in Sedgwick County, in the State of Kansas. Land consists of 48 acres, more or less, all rights thereto except as specified below;
    a. The landlords reserve the right to enter the land if needed.
    b. The landlords do not convey to the tenant the right to lease, or sublet any part of the land, or to assign the lease to any person or persons.
2. Possession of the said property will be given to the Tenant on the day after the last day of harvesting of the 2024 wheat crop or August 1, 2024, whichever comes first.
3. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlords and tenants in a like manner.
4. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows;
    a. The tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the tenants control excepted.
    b. The tenant will operate the land in an efficient and husband like manner.
    c. The tenant will not, without oral consent of the landlord, cut live trees for sale, or personal use.
    d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
    e. The tenant will use fertilization practices which prevent depletion of the essential plant food elements in the soil.
5. The tenant agrees to pay the landlords as cash rental the amount of $2,304 ($50 per acer) per annual rent payment after three (3) years. The first three year the tenant will fix the water issues that stretch across the properties in lieu of paying rent for three years.
6. Rent shall be due September 1st starting 2028 of each year and such payments will be made as follows:
    a. Hammers LLC (21 ac x $50 = $1050)
    b. Clearwater Cemetery District (18 ac x $50 = $900)
    c. City of Clearwater, KS (9 ac x $50 = $450)
7. The term of this lease shall be four years from September 1, 2025, to August 31, 2029, and this shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least three months before expiration of the lease, or any renewal.
8. The tenant agrees that he or his agents will possess the land continuously during the term of the lease.

EXAMPLE

9. The tenant agrees to surrender the land peaceably at the termination of the lease.
10. Each party agrees that the other part shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.
11. If and of the landlords develop any portion of their respective land holdings covered by this lease they will be responsible to reimburse the tenant for any losses of crop value.
12. Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement, after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third selected by the two thus selected, and the committee's decision shall be accepted as final by both parties.

IN WITNESS WHEREOF, the parties have signed this lease on the _____ day of _____, 2025

_____

Landlord - Hammers LLC

_____

Landlord – Clearwater Cemetery District Trustee

_____

Landlord – City of Clearwater, Mayor

_____

Tenant, Jake Johnson

EXAMPLE

CASH FARMLAND RENTAL AGREEMENT

This lease is entered into this _____, 2025

Between Hammers LLC, landlord of 21 acres more or less, Clearwater Cemetery District, landlord of 18 acres more or less, and the City of Clearwater, landlord of 9 acres more or less (Landlords) And Wes Struthers, (Tenant) for farming purposes only.

1. The landlords hereby lease to the tenant, to use for agricultural purposes, to following described property, located South of 95th Street South and West of 135th Street West. Located in Sedgwick County, in the State of Kansas. Land consists of 48 acres, more or less, all rights thereto except as specified below;
    a. The landlords reserve the right to enter the land if needed.
    b. The landlords do not convey to the tenant the right to lease, or sublet any part of the land, or to assign the lease to any person or persons.
2. Possession of the said property will be given to the Tenant on the day after the last day of harvesting of the 2024 wheat crop or August 1, 2024, whichever comes first.
3. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlords and tenants in a like manner.
4. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows;
    a. The tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the tenants control excepted.
    b. The tenant will operate the land in an efficient and husband like manner.
    c. The tenant will not, without oral consent of the landlord, cut live trees for sale, or personal use.
    d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
    e. The tenant will use fertilization practices which prevent depletion of the essential plant food elements in the soil.
5. The tenant agrees to pay the landlords as cash rental the amount of $2,304 ($48 per acer) per annual rent payment (Rent shall be due November 1st of each) and such payments will be made as follows:
    a. Hammers LLC (21 ac x $48 = $1008)
    b. Clearwater Cemetery District (18 ac x $48 = $864)
    c. City of Clearwater, KS (9 ac x $48 = $432)
6. The term of this lease shall be one year from November 1, 2025 to October 31, 2025, and this shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least three months before expiration of the lease, or any renewal.
7. The tenant agrees that he or his agents will possess the land continuously during the term of the lease.
8. The tenant agrees to surrender the land peaceably at the termination of the lease.

EXAMPLE

9. Each party agrees that the other part shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.
10. If and of the landlords develop any portion of their respective land holdings covered by this lease they will be responsible to reimburse the tenant for any losses of crop value.
11. Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement, after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third selected by the two thus selected, and the committee's decision shall be accepted as final by both parties.

IN WITNESS WHEREOF, the parties have signed this lease on the _____ day of _____, 2025

_____

Landlord - Hammers LLC

_____

Landlord – Clearwater Cemetery District Trustee

_____

Landlord – City of Clearwater, Mayor

_____

Tenant, Wes Struthers

EXAMPLE

City of Clearwater
City Council Meeting
August 12, 2025

Certificate of Deposit – Equipment Reserve Funds

Context: The city has been setting aside funds in equipment reserve for future improvements. Currently there is $309,458.77 in equipment reserve for the streets, not including year-to-date sales tax received ($214,203.10) or budgeted transfer to equipment reserve ($202,728).

The current certificate of deposit for a 7-month term is 3.85% APY.

In the Sewer Equipment Reserve Fund there is $456,594 set aside for sewer upgrade, relining pipes, and a Jetter.

It is predicted that the funds will not be needed within 7 months, and staff feel comfortable placing them in a certificate of deposit for that time.

Financial: $309,458 @ 3.85% APY will bring in around $6,800 in interest. If $726,389 was put in. It would gain around $16,000. The sewer department would gain approximately $10,000 in interest

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize the City Clerk to transfer funds into a Certificate of Deposit with Emprise Bank for a term of 7 months.

City of Clearwater
City Council Meeting
August 11, 2025

Purchasing Policy

Context: The purchasing policy hasn't been reviewed since 2016. The current purchasing policy states the city should go through the form bid solicitation with anything $10,000 or over. The formal bid process is a sealed bid or proposal process that is excess for that amount of funds.

In reviewing other municipalities purchasing policies the general guidelines were no formal solicitation until the price was over $25,000. There are still exceptions for solicitations that are called out in the policy such as cooperative purchases, sole source purchases, and purchases form State, Federal, and other governments.

There haven't been any changes to the policy except for the authority and amount of purchase table.

Amount of Purchase	Authority for Purchase	Vendor Selection	Approve
$0 - $500	Employees w/ Department Head Authority	Lowest cost through cost comparisons, avoiding nepotism	Department Head
$0 - $2,500	Department Heads or Designee	Lowest cost through cost comparisons, avoiding nepotism	Department Head
$2,501 - $5,000	Department Heads	Email, fax, or informal written quotes	Department Head
$5,001 - $15,000	Department heads w/ City Administrator approval	Email, fax, or informal written quotes	City Administrator
$15,001 - $25,000	Must be approved by Governing Body	Email, fax, or informal written quotes	Governing Body
$25,001 +	Must be approved by Governing Body	Formal Written Solicitation	Governing Body

Financial: This would set the purchasing guidelines for city employees with council consent.

Legal Considerations: The city attorney has reviewed the document and recommended to add a section as it relates to public works/ construction contracts based on K.S.A. 75-6901.

Recommendations/Actions: Approve the recommended changes to the purchasing policy and adopt the resolution.

City of Clearwater Purchasing Policy

1. **Policy.** To create a responsible system for purchasing goods and services needed by the City of Clearwater, the following policy was developed, submitted to the Governing Body to review, and approved. This policy is intended to create a system that protects taxpayers and provides adequate oversight for the Governing Body, while at the same time enables efficient operation of City government. If federal grant programs require specific procedures that govern the City's work on purchasing or competitive bidding, those program requirements will override the City's policy as needed to comply with grant requirements.

2. **Responsibilities and Authorities.**
   - **(a)** The City Council has ultimate authority for purchases.
   - **(b)** City Administrator shall establish rules and regulations governing the purchasing of goods and services.
   - **(c)** City Administrator has the authority to invoke disciplinary action if purchasing policies are not followed by employees.
   - **(d)** The Administrator is responsible for administering the purchasing system.
   - **(e)** The City Clerk is responsible for Accounts Payable.
   - **(f)** Department heads responsible for purchasing within departments must operate within the scope of these purchasing policies.
   - **(g)** Department heads are responsible for assuring employees in department are aware of the purchasing policies of the City.
   - **(h)** Employees who violate the purchasing policies may be subject to disciplinary action.

3. **Rules and Regulations.**
   - **(a)** All expenditures must meet purchasing policy rules.
   - **(b)** Department heads are authorized to spend within budget limits and within the parameters of these purchasing policies.
   - **(c)** When purchases involve federal grants, procurement shall follow applicable requirements.

4. **Purchasing Authority.**

Amount of Purchase	Authority for Purchase	Vendor Selection	Approve
$0 - $500	Employees w/ Department Head Authority	Lowest cost through cost comparisons, avoiding nepotism	Department Head
$0 - $2,500	Department Heads or Designee	Lowest cost through cost comparisons, avoiding nepotism	Department Head
$2,501 - $5,000	Department Heads	Email, fax, or informal written quotes	Department Head
$5,001 - $15,000	Department heads w/ City Administrator approval	Email, fax, or informal written quotes	City Administrator
$15,001 - $25,000	Must be approved by Governing Body	Email, fax, or informal written quotes	Governing Body
$25,001 +	Must be approved by Governing Body	Formal Written Solicitation	Governing Body

5. **Formal Solicitation (usually $25,001 or more).**
   - **(a)** The City Council may utilize competitive sealed bids (RFB) for purchases of $25,001 or more unless specifically authorized otherwise under these policies.
   - **(b)** Competitive sealed proposals may be utilized where exact specifications are unavailable to the City.

6. **Request for Bid (RFB) and Request for Proposal (RFP)**
   - **(a)** For both RFB's and RFP's, formal written solicitations will be sent to a minimum of 3 vendors.
     - **(i)** In the event there are not at least 3 viable vendors, solicitations will be to at least 2 vendors
     - **(ii)** If only one viable vendor is available, Sole source Determination is to be followed.
     - **(iii)** Viable vendors are determined as one who meets the parameters of the bid/ proposal in terms of time, distance and finances.
   - **(b)** If the City is requesting a budget number to use only for planning purposes to develop a budget, one vendor will be selected to provide the cost.
     - **(i)** Vendor will be informed that the request is for a budget number and not binding
     - **(ii)** The budget number will not be used as a final cost to award bid to the vendor
     - **(iii)** The vendor will be included in the solicitation of bids/ proposals
   - **(c)** Requests for bids will be awarded to the vendor with the lowest total price not including optional item if applicable. The only time the lowest bid will not be awarded is if it is not in the best interest of the city. This includes prior negative experiences with vendor over costs, timeliness or quality of work.
   - **(d)** In cases where exact specifications are not available, the City may request proposals in lieu of formal bids.

(e) Requests for proposals will be awarded to the best overall solution for the city based on the criteria provided. Solutions include cost, efficiency, timing and scope of project.

(f) As part of the RFB/ RFP process, vendors may be asked to provide information about their company. Failure to provide the company information if asked will be considered an incomplete bid and not considered for award.

(g) RFPs should include a statement of objectives the City wishes to accomplish with the proposal, submittal instructions, and deadline.

7. Exceptions to Competitive Solicitation.

(a) Exceptions to the Competitive solicitation process would include:

(i) Supplies, et. al. less than $500.00.

(ii) Cooperative purchases that are made in conjunction with other governmental units.

(iii) Purchases from State, Federal, and other governments.

(iv) Magazines, books, etc.

(v) Sole source purchases, such as: (See Paragraph 11)

(1) Items to match what other products the City is using.

(2) Sole source items.

(3) OEM (Original Equipment Manufacturer) repair parts.

(4) Utility purchases such as electricity, natural gas, etc.

(5) Mail service such as USPS, UPS, and Federal Express.

8. Rejection of Bids. All bids which exceed the anticipated budget amount or engineer's estimate for the purchase of goods or services may be rejected.

(a) Bids may be rejected when there are no responsible bidders.

(b) When the Council deems that the project is abandoned, then all bids may be rejected.

(c) When specifications, scope and/or terms and conditions relating to the project are determined by the Council to need revision, all bids must be rejected.

(d) An individual bid may be rejected if it is demonstrated that the bidder is not qualified to deliver the product or service in question.

(e) Bids that are non-responsive to the specifications may be rejected.

(f) Whenever the City Council deems it appropriate, all bids may be rejected prior to acceptance.

~~**(f)**~~

9. Correction of Bids.

(a) Any bidder submitting bids upon any contract for the construction, reconstruction, alteration, repair, dismantling or demolition of buildings, streets, roads, highways, bridges, water and sewer and gas mains, plants and facilities, airports, dams and levies and every other type of structure or improvement may correct any mistakes in its bid before the time and date set by the awarding authority for bid opening by withdrawing or correcting its bid.

(b) A bid mistake based upon an error in judgment may not be withdrawn after the time and date set by the awarding authority for bid opening.

(c) If the City has reason to believe that nonjudgmental mistakes have been made, the representative of the City may request from the bidder a verification of the bid calling

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attention to the suspected nonjudgmental mistake. A bidder may either verify the bid as submitted or withdraw it if a request for verification has been made. If the bidder does not respond within two business days after the bidder receives a request for verification it shall be considered verified. Once a bid has been verified it shall be considered submitted as verified.

(d) The bidder must notify the City within two business days after the bids have been opened that there is a nonjudgmental mistake in its bid. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if:

(i) A nonjudgmental mistake is evident on the face of the bid; or

(ii) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

(e) If a bidder withdraws a bid, as authorized in K.S.A. 75-6905, the City may require that such bidder shall not be allowed to perform any work on the project through subcontract agreements or by any other means including rebids.

~~9.~~10. **Protested Award of Bid.** A protest by an unsuccessful bidder must be formally submitted in writing to the City Administrator within 72 hours of the bid award.

(a) Reasons for the protest must be set forth in their entirety in the protest filed with the City Administrator.

(b) If the protest cannot be resolved by the City Administrator, then the protest shall be forwarded to City Council for resolution.

~~10.~~11. **Professional Services Procurement.**

(a) The City Administrator may enter contracts for professional services up to an amount of $15,000.

(b) Contracts of $15,001 or more shall require authorization by the City Council.

(c) In either case, the Administrator is responsible for contacting a minimum of three firms to discuss the project unless there are no known competitors to provide services. The exception to this would be when a professional has already been selected to assist the City for a previous project and the City wishes to use the same professional for another project or study. In that case, the City Administrator may negotiate directly with the chosen professional firm.

~~11.~~12. **Sole Source Purchase Determination.** In some cases, there is only one source available to provide a good or service. In such cases, the City Administrator may purchase such service in an amount up to $15,000.

(a) Any such sole source purchases by department heads must be within that same limit and require approval by the City Administrator.

(b) Any sole source purchases of $15,001 or more must be authorized by the City Council.

~~12.~~13. **Emergency Purchase Definition.** To make an emergency purchase under this policy, the City Administrator may suspend all provisions for competitive bidding for the purchase.

(a) An emergency purchase is authorized when a lack of purchase would threaten:

(i) Viable functioning of city government;

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(ii) Preservation and protection of property, equipment, or machinery;
(iii) Health or safety of any person.

(b) The City Administrator shall make a full report of any emergency purchases to the City Council at the earliest opportunity.

~~13.~~14. **Contract Administration.** Contracts shall be administered by the City Administrator or his/her designee.

(a) Duties of contract administration may include:
(i) Inspecting, accepting, and recording contractor performance.
(ii) Communicating to and with contractors about City's requirements.
(iii) Notifying supervisor promptly if problems arise.
(iv) Documentation and assuring copies of important documents are retained and forwarded to City Clerk.

(b) Responsibilities are as follows:
(i) The City Clerk shall maintain the City's record file of the contract.
(ii) The City Administrator or his designee shall review and approve all requests for changes in delivery, price, and specifications *before* action is taken.
(iii) The City Administrator shall be responsible for resolution of disputes with a contractor.
(iv) The City Administrator or his designee shall issue any cure notices, demand letters, or contract default/termination notices to contractors

~~14.~~15. **Contract Change Orders.** The City Administrator or his designee shall have the authority to approve change orders up to $15,000 which do not alter the nature or purpose of the purchase.

(a) Any change orders of $15,001 or more are subject to the approval of the City Council.

~~15.~~16. **Normal Expenditure Process.** The department head or City Administrator purchases a good or service within the appropriate limits of this policy.

(a) The purchaser codes the purchase to the appropriate account and delivers a receipt to the account clerk.
(b) The receipt is matched to an invoice and approved by the department head.
(c) The account clerk enters the transaction into the accounts payable system.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY OF CLEARWATER PURCHASING POLICY

WHEREAS, the city has created a purchasing policy that provides guidelines governing the purchase, or lease of goods and services made on the city's behalf; and

WHEREAS, the city staff have proposed an amended purchasing policy, attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF CLEARWATER, KANSAS:

SECTION ONE: that the governing body hereby approves the Purchasing policy, attached hereto as Exhibit A, and incorporated herein by reference as if fully Set out.

SECTION TWO: this resolution shall become effective upon passage.

ADOPTED by the City Council this 12th day of August, 2025.

APPROVE by the Mayor this 12th day of August, 2025.

(Seal)

Attest: _____

Mayor

_____

Clerk