



City of Clearwater Council Meeting Agenda
Tuesday August 26, 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. [Accept Resignations](#)
 - d. [Utility Bill Write Off](#)
6. **Staff Reports**
7. **Business**
 - a. **Hearing:** 2026 Budget Hearing
 - b. **Action:** Adopt 2026 Budget
 - c. **Action:** Adopt Resolution Calling for Temp Notes – Indian Ridge PH 2
 - d. **Action:** Listing Agreement – Property at 95th and 135th
 - e. **Action:** Reflection Mobile Bar Request
 - f. **Action:** CED – Indian Ridge Construction Inspection
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1124

Resolution: 15-2025

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**
August 12, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Councilmembers; Justin Shore, Samantha Warkins and Shirely Palmer-Witt.

The following staff members were present:

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

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, Zollinger stated that City Council appointment needed to be moved to before Staff Reports.

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

4. Public Forum

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Utility Bill Write Off

Mayoral Appointment – Fire Department

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

6. Appoint Jason Gordon to City Council

Mayor Ussery stated that Mr. Gordon was born and raised in San Diego, California and moved to Kansas in 2003. He then moved to Clearwater in 2012. His wife is JoAnn, and they have 7 adult kids with 7 grandchildren. He is the owner of Gordon Designed Homes. The Clerk swore in Mr. Gordon as a new council member replacing Crystal Walter.

7. Staff Reports:

- Administration Office – Courtney Zollinger – Council questioned the increase in active nuisances/code violations. Zollinger stated many of them are for tall grass. Warkins asked if the alleys were also monitored, Zollinger said they are, if there is a property of concern, report it to staff and it will get addressed. Mayor Ussery stated that the property behind Jump Start has tall grass and needs addressed. Palmer-Witt inquired about the health insurance, Zollinger stated there were some growing pains, but believes it has been sorted out and the City will reevaluate what is being put into reserves at the end of the year most likely. Palmer-Witt asked about zoning with fences and if the current ones would be grandfathered in, Zollinger stated they most likely would, but the Planning Commission hasn't gotten that far in the process yet but will hold a hearing the first part of September about changing the fence Ordinance.
- Fire Department – Jared Dinwiddie – Council asked how many volunteers there were, Dinwiddie stated there are 27 with 3 of them being Cadets. Mayor Ussery asked if Dinwiddie could provide a quarterly report to keep Council updated on the percentage of training and response to calls.

- Police Department – Kirk Ives – Council asked about J turns on Ross, Ives stated that the Officers are more aware of the situation and thought they were not supposed to write citations. Zollinger stated that the Standard Traffic Ordinance addresses this, so it is Statewide. There was discussion on delineators being put in the middle of the road, but it was suggested not to since there are tractors and the parades that come down Ross. Council congratulated the department on the received donations. Chief Ives informed Council that one of the Part-Time officers put in their resignation today.
- Public Works/Parks – Cole Hollis – Warkins stated that Glenda has expressed the need to get the weeds under the merry go round, Hollis has seen it and will get it taken care of.
- Senior Center – Amber Ives – Shore asked about the 21st was still planned, Ives stated yes. There will be pulled pork and beans and will be at 11:30 or 12. Ives updated Council that there have been 5 new participants since her last report.

8. Business

b. GO Bond Series 2025

On June 24, 2025, the Council adopted Resolution 11-2025 authorizing the sale of General Obligation bonds and on July 8th Council adopted ordinance 1118 levying special assessments for Indian Ridge. One property owner paid the specials in full. Property owners were notified of the option. The City Clerk notified Ranson Financial of the payment. Ranson Financial and Gilmore and Bell put together the documentation as today was the closing of the bid for the bonds. The lowest bid came in from Robert W. Baird and Company with an average net interest of 4.2368%. and Country Club bank was 4.2559%.

Motion: *Warkins* moved; *Palmer-Witt* seconded to award the bid to Robert W. Baird & Co. with average interest rate of 4.2368% . Voted and passed unanimously.

Motion: *Warkins* moved; *Shore* seconded to 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. Voted and passed unanimously.

Motion: *Shore* moved; *Palmer-Witt* seconded to adopt Resolution 13-2025 A Resolution prescribing the form and details of 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. Voted and passed unanimously.

Motion: *Warkins* moved; *Palmer-Witt* seconded to authorize the Mayor and Clerk to execute the closing documents. Voted and passed unanimously.

c. Bid Award Indian Ridge Phase 2 – Water/ Sanitary Sewer

At the February 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 29th at 10 am. Three responses were received, with Mies Construction being the lowest bid at \$400,000. 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 with special assessments. Shore questioned the difference from the engineer's estimate to the actual cost. Zollinger stated the estimates were low for Phase 1, so they could have been trying to account for that since a second petition was needed for Phase 1. Warkins mentioned if the engineers estimate comes in too low and bidders come in higher, a rebid is needed then all bidders see all the number's.

Motion: *Warkins* moved; *Shore* seconded to award the bid to Mies Construction for water and sanitary sewer improvements to Indian Ridge Phase 2 Voted and passed unanimously.

d. Reflection Mobile Bar Permit – Fall Festival

The Fall Festival has contracted with Reflection Mobile Bar Service to run the beer garden for the Festival. The days and times will be Friday October 3rd from 5pm-10pm and October 4th from 11:00 AM to 10:00 PM. They will put a double-layer fence around the area. They will provide parents of youth sports organizations to check ID's and help keep the drinks restricted to inside the beer garden area like in the past. The Fall Festival has identified the pool parking lot as the ideal location and will be near the main stage. Per city code the City Council must grant permission to service alcohol on

city property with a Special Event Permit. They 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. This would be a 2-day permit for them to serve alcohol on city property during the festival. Shore asked if Chief was okay with the layout, Ives said he was.

Motion: *Shore* moved; *Warkins* seconded to approve the temporary permit for the Clearwater Fall Festival. Voted and passed with *Palmer-Witt* abstaining.

e. Budget Amendment

During the 2025 budget adopted the City did not know the Senior Center would be granted \$35,000. When adopting the budget, the Department on Aging Fund was at \$18,000 for expenditures. Since the larger grant has been received, 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 for this fund. A budget amendment has not been done since 2016, but with the grant increase we need to authorize to be able to spend up to the \$35,000 or it would be a budget violation. It does not affect taxpayers. This would be setting the hearing for September 9th, 2025. Council asked if the grant had to be spent by a certain time, Zollinger stated that it needed to be spent in the calendar year in which it was received since it is a reimbursement grant. Council asked if there were restrictions on what can be purchased Zollinger stated no, if it is supporting the Senior Center and there has not been a request rejected yet.

Motion: *Palmer-Witt* moved; *Warkins* seconded to approve the budget amendment and set the hearing for September 9, 2025. Voted and passed unanimously.

f. Farmland Lease Agreement

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 will not be renewing his contract to farm the land as of this year, which expired July 31st. 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 Thursday to review two offers for leasing the property with the possibility of a third from the Hammers farm manager. Wes Struthers has offered \$48/acre to start in November and Jake Johnson has offered \$0 rent for 3 years and then \$50/acre after that. Jake stated he spoke with Max Tjaden and was informed of a water problem on the land which 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. Once agreed upon the rent will either be \$48/acre (\$432) immediately or \$50/acre (\$450) after 3 years for the City. This would be to authorize the Mayor to execute whichever agreement the cemetery district does agree to so the mayor can sign the chosen agreement on Thursday after the cemetery makes their decision. Council discussed the length of the leases, since the goal is to sell the property, Zollinger stated that all the information will be shared with the other two entities. The City's property is around 9 acres where the other 39 acres are the Cemetery's and Hammers LLC. Mayor Ussey believes the drainage issue is causing lack of access to farm equipment. He also stated if the property is sold, the language would allow the notification to the buyer that it is under lease and would allow time to farm the crops unless the buyer says no, then an estimate of how much the property would potentially yield would be calculated and would have to be paid. Currently the City takes the payment from the farmer and distributes it based on the contract to Hammers and the Cemetery.

Motion: *Palmer-Witt* moved; *Warkins* seconded to authorize the mayor to sign the Farmland Lease Agreement with the designated farmer of the Clearwater Cemetery Districts choosing. Voted and passed unanimously.

g. Transfer Eq Reserve Balances to a CD

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. \$309,458 @ 3.85% APY will bring in around \$6,800 in interest, \$726,389 would gain around \$16,000. The sewer department would gain approximately \$10,000 in interest. Zollinger mentioned that transfers are usually done at the end of the year but is

comfortable to move it now as the budget looks good. Palmer-Witt asked when the payment for the street project is due, Zollinger said it will be due in 2027. Shore asked about the rates of the 12-month CD's, Zollinger stated that the 7-month CD's have the best rate. She also mentioned that the bank runs special rates for government agencies. Council asked if the funds could be withdrawn early and if there would be a penalty, Zollinger said it is possible but there is the \$800,000 identified as emergency funds that are not in CDs. The consensus of the Council is to put the Sewer Equipment Reserve funds into their own CD and the Street Funds into it's own CD.

Motion: *Warkins* moved; *Shore* seconded to authorize the City Clerk to transfer the balance of Equipment Reserve for streets, Year to date sales tax and the 2025 budgeted transfer funds into a Certificate of Deposit with Emprise Bank for a term of 7 months and transfer the Equipment Reserve for sewer upgrade, relining pipes and jetter into a Certificate of Deposit with Emprise bank for a term of 7 months . Voted and passed unanimously.

h. Purchase Policy Update

The purchasing policy hasn't been reviewed since 2016. The current purchasing policy states the City should go through the formal bid solicitation with anything \$10,000 or over. There are still exceptions such as cooperative purchases, sole source purchases, and purchases from State, Federal, and other governments. The formal bid process at \$10,000 for sealed bids does seem in excess of the amount of those funds. In reviewing other municipality purchasing policies, general guidelines were no formal solicitations under the price of \$25,000. There was one update after the City attorney reviewed the policy, a new State Statute put in K.S.A. 75-6905 that had a correction of bids for that process was added into the purchasing policy when it relates to Public Works and construction contracts. Mayor Ussery mentioned a minor repair that Courtney received a bid for was just over the \$10,000 threshold which is what prompted the review of the purchasing policy. Palmer-Witt asked Mrs. Hill to explain the language for the correction of bids. Hill explained this language allows contractors to fix a bid if there was a mistake made before closing, before it goes open and everyone looks at it. There are nuances in the Statute that is must be a non-judgmental change, such as not doing the math correctly or forgetting an item before submitting a bid. Hill stated it is ten Statutes long so she attempted to take those and consolidate it to a policy that can be applied. She explained that the bidder must notify the City within two business days after the bids have been open that there is a non-judgmental mistake on the bid the City shall permit a bidder to withdraw its bid without penalty or full picture of the bid security.

Motion: *Warkins* moved; *Palmer-Witt* seconded to adopt Resolution 14-2025 updating the Purchasing Policy. Voted and passed unanimously.

i. Consider offer on 95th/135th Land

The City received an offer on the 95th and 135th Street property that is currently not on the MLS. Zollinger wanted to bring the offer from Shackelford Machine to Council since it was received before it was decided to put it on the MLS with an agent. They are offering \$95,000 which is about \$10,157/acre, first right of refusal at purchase price. They would not be able to honor the stipulation of improvements within 2 years, but if they do not improve on it and want to unload the property, it can come back to the City for the purchase price. If agreed upon, they would like the property to be zoned light industrial before the sale and the land be platted to which Zollinger explained it would be at their cost. As far as the front building facade, they agreed that no loading or bay doors would be facing 135th Street but would be facing the backside which would be the west side. Zollinger informed Council that the purchasing price for the property was right at \$10,000/acre. Palmer-Witt asked if they considered a different time for the improvements, Zollinger said that they didn't want to commit any time for improvements as they are not certain if they would need to build soon or not. Warkins identified the property as being the previous discussed property to farm. Shore expressed his desire to have improvements relatively soon. Mayor Ussery mentioned minimum structure sizes, Zollinger stated minimum lot size is 10,000 sq. ft with side yard setback at 30' rear yard 25' or 20 % whichever is smaller and for new building the front yard is set at 30'. Shore has concerns with truck traffic if there may be residential development behind the building. Ussery has made the Cemetery aware of this offer. Mayor Ussery believes finding someone to farm smaller pieces of land will be difficult to find when speaking of the City's 9 acres and mentioned there will be a cost to maintain the property if not farmed. Council discussed the future growth of the City, supporting local businesses, getting debt off the books and property taxes. Zollinger stated if Council does not accept the offer, she will bring a contract for marketing this property on the MLS and when she spoke with the agent it was hard to get a comp but was suggested to list it for \$12,000 - \$17,000/acre. Mayor Ussery stated the reasoning for the time to improve is to prevent the property from never being built on. The City makes annual payments of \$40,000 between the North of Chisholm Ridge property (40 acres) and this 9-acre property, if the property sells then the proceeds must go toward the debt with the total amount

being around \$300,000. Gordon was concerned with residential being next to a cemetery, Mayor Ussery mentioned that portion would not be used as a cemetery and that the future growth will be to the North of the current cemetery and eventually that property will be sold for funds to improve the new cemetery. Council reviewed the floodplain map. Zollinger stated that the property North of Chisholm Ridge used to be the Cemetery's and was swapped with the City's portion closer to the old cemetery for future residential growth, then a swap with Hammer's was done after Bill Hammer's reached out to the Cemetery. Zollinger did mention the person who farms the property North of Chisholm Ridge has reached out and intends to plan for residential growth to the East. Water already travels along 103rd Street which would make the growth easier to the East. Mayor Ussery mentioned the study for water, sewer and growth of the City. Palmer-Witt mentioned having septic if the property were to be sold Residential, Zollinger stated new districts would need to be created and the zoning districts would need amended, there is sewer at the Church which could be extended. It was mentioned that Cosh Real Estate would have a 1% fee to list this property on the MLS, Palmer-Witt would like to see more advertising on this property than what was done on the Chisholm Ridge properties. Council would like to see multi-listing for the possibility of residential, light industrial, commercial, all except heavy industrial. Palmer-Witt suggested not listing all the stipulations on the MLS but discussing them when inquiries are made. Council consensus was to list it for \$15,000/acre, first right of refusal at purchase price and must be improved within 2 years. Zollinger mentioned that money would be tied up to possibly purchasing the land back for the time limit given, Hill mentioned the cash basis law if committing to buying something. Mayor Ussery wants to let Shackelford know what decision is made on how the lot will be listed and what the provisions will be so if they would like to send a counteroffer, it could be considered by Council. Palmer-Witt mentioned being in contact with conjoining properties when she is listing properties, Mayor Ussery will let the agent know that if the City portion is too small for an interested buyer, that the other entities may be interested in selling their property and he would speak with them. Council would like the plat to be laid out and infrastructure planned as proof of development within the time limit.

Motion: Palmer-Witt moved; **Warkins** seconded to authorize staff to let Shackelford know their offer was not accepted. Voted and passed unanimously.

Motion: Shore moved; **Warkins** seconded to authorize staff to put together an agreement with an agent to list the 135th and 95th property on the MLS at \$15,000/acre, having provisions of first right of refusal, proof of development within two years and if commercial, an attractive front building façade with entry to the back. Voted and passed unanimously.

9. Governing Body

Gordon – None.

Shore – Welcomed Jason to Council and suggested that he attend the next League of Kansas Municipalities event.

Warkins – There is a Fall Festival meeting on Monday and believes most items are ironed out.

Palmer-Witt – She has a recreation meeting tomorrow. There are two pending sales in Park Glen Estates with a lot sold and believe they are going to break ground on another one. Zollinger stated that the name is staying Park Glen Estates, if they wanted to change it, they would have to go through the whole platting process again so they will just create an HOA under the name Stoney Creek since there will be two HOA's.

Ussery – Welcomed Jason once more and was glad to have this type of meeting for him to sit in on for his first time.

10. Executive Session

Motion: Shore moved; **Warkins** seconded to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include Chief Ives, City Administrator and City Attorney. The City Council will reconvene the open meeting in the City Council Chamber at 8:30 p.m.

Council reconvened at 8:30 p.m. with no action taken.

11. Adjournment

Motion: Shore moved; **Palmer-Witt** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:30 PM

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the August 12th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 26th day of July 2025.

Jaye Poe, City Clerk

Check Register Report

Date: 08/12/2025

Time: 2:15 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
51886	08/13/25	Printed			AMAZON BUS	AMAZON BUSINESS	TONER FOR PRINTER FD	166.07
51887	08/13/25	Printed			BB LUMBER	B & B LUMBER	REPAIR PLAYGROUND EQUIPMENT	36.73
51888	08/13/25	Printed			BOUND TREE	BOUND TREE MEDICAL	MEDICAL SUPPLIES	382.85
51889	08/13/25	Printed			CED	CERTIFIED ENGINEERING DESIGN	Professional Services	650.00
51890	08/13/25	Printed			CW WELLNES	CLEARWATER WELLNESS CENTER	AUGUST WELLNESS	85.00
51891	08/13/25	Printed			CORE & MN	CORE & MAIN LP	AMI BADGER WIRED METERS	23,800.00
51892	08/13/25	Printed			COWHERD M	MICHAEL COWHERD	WORK BOOTS REIMBURSE	279.99
51893	08/13/25	Printed			CRAFCO	CRAFCO, INC	WHITE PAINT TRAFFIC	800.00
51894	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS SAL	68.31
51895	08/13/25	Printed			GALLS	GALL'S INC.	UNIFORMS LYDEN CORBETT	187.79
51896	08/13/25	Printed			GT DIST	GT DISTRIBUTORS, INC	AMMUNITION PD	844.90
51897	08/13/25	Printed			HOME DEPOT	HOME DEPOT	DEWALT/ VELCRO STRAPS	121.62
51898	08/13/25	Printed			HURTIG BEC	BECKY. C. HURTIG	Professional Services - Judge	1,100.00
51899	08/13/25	Printed			KS ONE CAL	KANSAS ONE CALL SYSTEM, INC.	58 LOCATES	77.14
51900	08/13/25	Printed			KS ST TRES	KANSAS STATE TREASURER	JULY 25 TREASURERS REPORT CRT	733.50
51901	08/13/25	Printed			LKM	LEAGUE OF KS MUNICIPALITIES	SHORE LKM FALL CONFERENCE	250.00
51902	08/13/25	Printed			LINN LARRY	J. LARRY LINN	PROSECUTION SERVICES	1,000.00
51903	08/13/25	Printed			MABCD	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS JULY 2025	972.62
51904	08/13/25	Printed			MIZES	MIZE'S THRIFTWAY	EVENTS AFTERNOON BREAK	199.01
51905	08/13/25	Printed			MORES ENTF	MORE'S ENTERPRISES	DRY RED LANDSCAPING SHALE CITY BALL FIELD	192.00
51906	08/13/25	Printed			MULVANE CO	MULVANE COOP	SALES TAX REFUND	94.00
51907	08/13/25	Printed			NAT SIGN	NATIONAL SIGN COMPANY INC	STOP & ROAD MAY FLOOD SIGNS	379.06
51908	08/13/25	Printed			NAVRATS	NAVRAT'S OFFICE PRODUCTS	2026 SPV STICKERS	547.18
51909	08/13/25	Printed			ONESOURCE	ONESOURCE TECHNOLOGY, INC	MICROSOFT 365 IT SERVICE	4,097.00
51910	08/13/25	Printed			PELZ DEB	DEBORAH PELZ	Senior Center Floor cleaning	130.00
51911	08/13/25	Printed			PFAFF	PFAFF SIGNS, LLC	REMOVAL OF GRAPHICS PD VEH 2	311.25
51912	08/13/25	Printed			PCC	PROFESSIONAL CODE COMPLIANCE	AUGUST CODE COMPLIANCE	1,769.32
51913	08/13/25	Printed			RTBRGR CHU	CHARLES REITBERGER	MILEAGE/END OF SEASON PARTY	264.40
51914	08/13/25	Printed			ROASTER JO	ROASTER JOE'S	POL DEPT DRINKING WATER	54.81
51915	08/13/25	Printed			SALINA WHL	SALINA WHOLESALE SUPPLY CO	FITTINGS	620.69
51916	08/13/25	Printed			SG CO ELEC	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,551.63
51917	08/13/25	Printed			TIMES NWSP	TIMES-SENTINEL NEWSPAPERS	ORDINANCE 1121 ZONING	215.00
51918	08/13/25	Printed			TRUGREEN	TRUGREEN	ARMY WORM TREAT COMMONS AREA	3,140.47
51919	08/13/25	Printed			WASTE CONN	WASTE CONNECTIONS, INC.	JULY TRASH/RECYCLE	17,848.93
51920	08/13/25	Printed			WL01	WHITNEY LANDSCAPING	JULY TURF MANAGEMENT	4,158.00
51921	08/13/25	Printed			WSU	WICHITA STATE UNIVERSITY	POE YR 4 INST/BURLEY CCMFOA	915.00

Total Checks: 36

Checks Total (excluding void checks):

68,044.27

Total Payments: 36

Bank Total (excluding void checks):

68,044.27

Check Register Report

Date: 08/12/2025

Time: 2:15 pm

Page: 2

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								
3716	08/13/25	Printed			AFLAC	AFLAC	JULY AFLAC	538.16
3718	08/13/25	Printed			VISA	CARDMEMBER SERVICES	FITNESS YOGA CLASS	3,628.66
3719	08/13/25	Printed			CASEYS	CASEY'S	CREDIT CARD STATEMENT	3,142.78
3720	08/13/25	Printed			COLNL LIFE	COLONIAL LIFE	AUGUST COLONIAL LIFE	87.30
3721	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	319 W. ROSS FIRE STATION	714.06
3722	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	107 S. GRAIN OLD TOWNSHIP BUILD	46.33
3723	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS CITY HALL	770.02
3724	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	400 W. ROSS PUBLIC WORKS	311.34
3725	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	604 E. ROSS WELL HOUSE AT PARK	272.73
3726	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	650 E ROSS POOL HOUSE/PRK LTS	1,813.95
3727	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX	349.99
3728	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	11159 S. 135TH W SEWER PONDS	287.68
3729	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	149 N. FOURTH MUSEUM	421.25
3730	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	901 CLEARCREEK	103.03
3731	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	100 W. ROSS OLD TOWNSHIP BUILD	26.57
3732	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX 2	164.34
3733	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1100 E. ROSS CR PONDS	26.55
3734	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	602 E. ROSS CITY PARK	48.03
3735	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS PW BUILD #2	29.79
3736	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	STREET LIGHTS	2,400.18
3737	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	100 E. ROSS EMPTY LOT	43.93
3738	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9731 S. 135TH ST DIAG SIGN	25.29
3739	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1200 E. ROSS ST CR PONDS	26.55
3740	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9801 S. 135TH W PUMP	74.57
3741	08/13/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	921 E. JANET SR CENTER	643.08
3742	08/13/25	Printed			KDOR	KANSAS DEPARTMENT OF REVENUE	JULY 25 WATER SALES TAX	381.90
3743	08/13/25	Printed			KDOR	KANSAS DEPARTMENT OF REVENUE	JULY 25 POOL CONCESSION TAX	473.05
3744	08/13/25	Printed			KS GAS SVC	KANSAS GAS SERVICE	901 CLEARCREEK LIFT STATION	58.50
3745	08/13/25	Printed			KS GAS SVC	KANSAS GAS SERVICE	319 W. ROSS FIRE STATION	113.43
3746	08/13/25	Printed			KS GAS SVC	KANSAS GAS SERVICE	129 E. ROSS CITY HALL	48.80
3747	08/13/25	Printed			KS GAS SVC	KANSAS GAS SERVICE	149 N. FOURTH MUSEUM	43.32
3748	08/13/25	Printed			KS GAS SVC	KANSAS GAS SERVICE	401 W. ROSS PUMP HOUSE	44.42
3749	08/13/25	Printed			KS GAS SVC	KANSAS GAS SERVICE	921 E. JANET SENIOR CENTER	46.60
3750	08/13/25	Printed			KS TRNPIKE	KANSAS TURNPIKE AUTHORITY	LAWRENCE TRAINING TURNPIKE PW	31.32
3751	08/13/25	Printed			KPERS	KPERS	AUGUST PAY DIFFERENCE	0.01
3752	08/13/25	Printed			MERCHANT	MERCHANT SERVICES	JULY E COMMERCE CK FEES	785.51
3753	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	400 W. ROSS CITY SHOP	109.89
3754	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	129 E. ROSS CITY AND POOL	262.54
3755	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	PARK BROADBAND	3.00
3756	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	149 N. FOURTH MUSEUM	100.72
3757	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	921 JANET SENIOR CENTER	62.80
3758	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	109 S. LEE POLICE DEPT	246.39
3759	08/13/25	Printed			TWIN VALEY	TWIN VALLEY TELEPHONE	319 W. ROSS FIRE DEPT	477.83
3760	08/13/25	Printed			VERIZON	VERIZON WIRELESS	FIRE DEPT BROADBAND	40.01
3761	08/13/25	Printed			VERIZON	VERIZON WIRELESS	STATEMENT	518.35

Total Checks: 45

Checks Total (excluding void checks):

19,844.55

Total Payments: 45

Bank Total (excluding void checks):

19,844.55

Total Payments: 81

Grand Total (excluding void checks):

87,888.82

**City of Clearwater
City Council Meeting
August 26, 2025**

Resignation – Police and Volunteer Fire

Context: Please accept the resignation of Kailey Powell and Christopher Johnson as Volunteer Firefighters and Jared Lyden as a part-time police officer.

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Accept the resignations.

**City of Clearwater
City Council Meeting
August 26, 2025**

Utility Bill Write Off

Content:

Betty Wellman passed away on February 19, 2025. A total of \$274.12 is what Katie owed on her outstanding utility bill.

F. Ben Medley passed away on April 4, 2006. A total of \$334.85 is what F. Ben owed on his outstanding utility bill.

Alfred Iannone Passed away on September 5, 2022. A total of \$469.97 is what Alfred owed on his outstanding utility bill.

Financial: A total of \$1,078.94 is what Betty, F. Ben and Alfred owed on their outstanding utility bills with collection fees.

Legal Considerations: Review and Comment as Necessary

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

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: August 22, 2025
Re: Administration Report

- There were 22 people who attended the Adult Day Swim on August 15th. Everyone was very appreciative for the time.
- City Staff continues to work on the utility billing and court migration.
- There are still approximately 160 meters to convert to the AMI system. We have done two billing cycles so far with it and are still working out some reporting issues. The new process is quicker.
- The pre-construction meeting for Indian Ridge Phase 2 with Mies Construction was held on August 21st at 2pm. Mies Construction is slated to begin work on the water and sewer starting September 15th. They will have 40 working days to complete the project. The construction entrance will be the Janet and Indian Lakes Dr.
- Met with Kendall Pierce, PCC, about moving more aggressively on mowing. He will give one door knocker notice, if the grass is not cut or there is reason for another notice, a certified letter will go out stating they have 10 days to comply, if they don't the city will have it mowed and the owner will be charged. There will only be one certified letter per resident each year for mowing. As for properties that are stagnant on nuisances, he needs to bring forth those to the council so they can be moved on.
- The Cemetery District made a decision on the Farmland Agreement and went with a 3rd offer they received from David Dejmal who offered to pay \$65/acre. The mayor and the Cemetery District have signed the agreement. We are waiting on Dejmal and Hammers.
- I'm still working on collecting pricing for the Sports Complex projects that have been identified. I will be meeting with Jason Martin to discuss some options.
- 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

- September 1 – City Office Closed for Labor Day

Active Nuisances/ Code Violations

205 S Tracy	317 E Ross	150 N Tracy	139 N Gorin	249 N Grant
130 N Grant	250 S 1 st	114 S Byers	310 E Wood	445 E Park
427 N 1 st St Ct	200 S Grant	131 S Prospect	146 S 3 rd	200 N Prospect
150 S 3 rd	151 N Lee	330 S Tracy	210 S Lee	222 S 3 rd
129 N Lee	251 S 2 nd	628 E Park	230 S Gorin	226 S Tracy
115 S Lee	217 S Lee	148 N Lee	331 S 4 th	135 S 2 nd
Duckhorn Properties	Lot 16 Block 3 CR	420 S 2 nd	217 S Lee	234 N Lee
208 W Ross	235 S 1 st	219 S Prospect	148 N Lee	

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: August 21, 2025

Re: Fire Department Staff Report

- Clearwater Fire responded to **12** medical calls and **1** fire call since our last report.
- Average response time for SGC0 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 on hose line advancement at our meeting on the 19th.
- Firefighter Chistopher Johnson and EMT Kailey Powell have resigned from the service, effective on August 8th.
- Chief Dinwiddie and CMO will attend the SGC0 Chief's quarterly meeting on the 26th.
- The State Fire Reporting system is transitioning from KFIRS to NERIS. This transition should take place here soon and the department shouldn't have any conflicts with the transition.
- The department received the fall schedule for HS athletic sports medical stand-by and personnel are signing up for the dates needed.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: Aug 21, 2025

Re: Police Department Staff Report

Officers:

The Officers are doing well with shift coverage.

Sgt. Jacks is back in the schools and all is going well.

Police Clerk:

Trish has been getting ready for DARE with Sgt. Jacks and getting supplies ordered for the year.

Building:

Nothing to report at this time.

Vehicles:

The 2020 Durango with 97000 miles is scheduled to be on Purple Wave.

Matters of interest since the last meeting on Police Activity:

We have had 58 dispatched/reported calls with 8 arrests and 19 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 26, 2025

Subject: Public Works Summary

1. Replace hydraulic hose on Deweze
2. Mow and weed eat ponds for inspection
3. Clean both wet well areas for inspection
4. Repair part of the fence around the big wet well
5. Well 7 communications repaired by Comtronics
6. Measured nets at both varsity ball fields to quote replacement cost
7. Pond Inspection on August 13th We passed-No changes required at this time
8. Repair water leak on main at Garvey
9. Commodities picked up and delivered on the 20th
10. Replace a bad section of water main at the intersection of 2nd & SE Drive
11. Change Badger meter programming from 4 to 7 dial to work better with new AMI system
12. Graded dirt roads
13. Repair Cylinder Head on Badboy mower
14. Spray for weeds at multiple locations





Clearwater Senior Center
Staff Report

August 20, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

Yesterday, I completed my 4th year of SHICK Training. I will be able to assist seniors during the upcoming open enrollment period for insurance. I personally help with finding the best prescription plans for those who come in for assistance.

We had a record for attendance for Lunch & Learn with 57 people attending. August has also been a record-breaking month with 20 NEW attendees. We have also had an increase in those who are already members but coming in for the first time in a while. January to the current date, we have had 214 unduplicated seniors in for an activity. We are also serving more and more community families with commodity boxes. Thanks to the Public Works Department, commodities are delivered every other month, and today, we made 52 boxes with only 9 remaining. We held out some of the food for a box to be handed out in September instead of skipping a month.

Thursday, August 21, is National Senior Citizen Day where we will have a celebration all day long!

Still to come this month – Trip to Walmart, Guys (and gals) Day Out, Passport Meal to Japan along with all of our other daily activities.

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater
City Council Meeting
August 26, 2025**

Budget Hearing

Context: The City of Clearwater's Revenue Neutral Rate (RNR) for the 2026 Budget is 52.730 Mills (\$1,434,158). The current 2025 Mill Levy Rate is 58.516, but with increased assessed valuations 1 mill has more of a value in 2026 than 2025 therefore by staying RNR the mill levy will drop to 52.730 (lower by 5.786 mills). The notice was published in the Times Sentinel Newspaper on August 7, 2025, setting the hearing date for August 26, 2025 at 6:30pm.

2025 Budget

2024 Assessed Valuation: \$24,508

2025 Proposed Mill Levy: 58.516

2025 Taxes Budgeted \$1,434,158

Proposed 2026 Budget

2024 Assessed Valuation: \$27,198

2025 Proposed Mill Levy: 52.730

2025 Taxes Budgeted \$1,434,158

Items considered during the budget but NOT included – Totaling \$52,000

- Replacing stone trash cans at the 200 block of Ross Ave
- A new fire truck
- New gear racks for the fire department

Reductions in the Budget that were made – Savings \$100,000

- 7th unfilled position for the police department
- Reduction in costs to a Planning Consultant

Additions – Totaling \$91,857 (does not include added equipment reserve increases)

- Senior Center – Parking Lot Maintenance
- Senior Center – Commitment to pay for maintenance and insurance if a van is acquired
- Court – Increase in pay the Municipal Judge and Prosecutor
- Fire – New building generator
- Fire – Floor Replacement in building
- Fire – New mannequins for EMS training
- Fire – Nomex, gloves, boots, helmets, and fire-resistant flashlights
- Pool – Parking lot maintenance
- Public Works – Pedestrian symbols for Kansas Ave
- All other wages – budgeted 3% increase

Continued Equipment Reserve contributions for future large purchases – total \$589,653

- Administration – Servers, computers, maintenance
- Senior Center – Computers, appliances, maintenance
- Police – Computers, servers, guns, radios, vehicles, cameras
- Court – Computer
- Public Works – Computers, mowers, heavy equipment, vehicles

- Fire – Radios, gear, maintenance, apparatuses
- Parks – playground fall protection, mowers, equipment
- Pool – surface maintenance, shade structures, diving board, pumps, slides
- Museum/ Library building – maintenance
- Special Projects – Sidewalks, road reconstruction, streetlights

**100% of the 1% sales tax has been identified to be applied to the road reconstruction project and is added into the equipment reserve total number. **

Financial: No financial commitment will be made at the hearing.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Hold a hearing to answer questions to the public, if no modifications, adopt the 2026 budget.

CERTIFICATE

To the Clerk of Sedgwick, State of Kansas

We, the undersigned, officers of

City of Clearwater

- certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2026; and
(3) the Amount(s) of 2025 Ad Valorem Tax are within statutory limitations.

		Page No.	2026 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:					
Allocation of MVT, RVT, and 16/20M Vehicle Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Computation to Determine State Library Grant		7			
Fund K.S.A.					
General	12-101a	7	4,269,063	1,196,859	
Debt Service	10-113	8	580,721	84,757	
Library	12-1220	8	168,160	152,542	
Library Emp Ben (202)	12-16,102	9	2		
Emp Ben (203)	12-16,102	9	15		
Sp Build (212)	12-1736	10	12		
Sp Liability (205)	76-6110	10	2		
Special Highway (206)		11	175,000		
Special Parks (209)		11	5,000		
Dept on Aging (207)		12	36,383		
Ambulance (215)		12	200		
Water (501)		13	469,482		
Sewer (550)		13	511,482		
Non-Budgeted Funds-A		14			
Totals		xxxxxx	6,215,522	1,434,158	
Budget Hearing Notice		15			County Clerk's Use Only
Combined Rate and Budget Hearing Notice					
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2025 Total Assessed Valuation

Revenue Neutral Rate	52.730
Does budget require a resolution to exceed the Revenue Neutral Rate?	NO

Assisted by: _____

Address: _____

Email: _____

Attest: _____, 2025

County Clerk

Governing Body

CPA Summary

Adopt Resolution Authorizing Sale of Temp Notes - Park Glen Estates 2nd

Financial: The petitions for the project totaled \$1,364,000. All improvements will be paid for through special assessments. Water and Sewer bids have been accepted and awarded to Mies Construction. Paving bids are predicted to be let next month. The city will be adopting a resolution authorizing the sale of general obligation temporary notes to complete the project.

Recommendations/Actions:

The map shows a residential subdivision with the following features:

- Streets:** TOMAHAWK ST, INDIAN LAKES DR, ARROW HEAD S, and SILVER.
- Red Outline:** A large area is outlined in red, encompassing several lots and a portion of the street layout.
- Lot Numbers:** Various lot numbers are visible, including 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797,

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON AUGUST 26, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

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

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

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

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. [_____].

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. [____]

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Total Amount</u>
Paving improvements	05-2025	12-6a01 et seq.	\$505,000
Sanitary sewer improvements	06-2025	12-6a01 et seq.	485,000
Water distribution system improvements	07-2025	12-6a01 et seq.	374,000
<i>Total:</i>			<i>\$1,364,000</i>

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

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

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

WHEREAS, the Governing Body of the Issuer (the “Governing Body”) has selected the firm of Ranson Financial Group, LLC, Wichita, Kansas (the “Financial Advisor”), as financial advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of the temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

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

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

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

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

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and awarded or rejected in the manner set forth in the Notice of Note Sale.

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

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

Section 6. The Mayor, Clerk, and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

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

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

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ADOPTED by the Governing Body on August 26, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

To:

Re: \$1,110,000* City of Clearwater, Kansas, General Obligation Temporary Notes, Series 2025

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

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

CITY OF CLEARWATER, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF NOTE SALE

\$1,110,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

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

TUESDAY, SEPTEMBER 23, 2025

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

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated October 9, 2025 (the “Dated Date”), and will become due on October 1, in the years as follows:

Stated Maturity	Principal
<u>(October 1)</u>	<u>Amount*</u>
2028	\$1,110,000*

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

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

shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

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

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

Book-Entry-Only System. The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption of Notes Prior to Maturity.

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

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2026, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 45 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Notes are being issued pursuant to K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.*, as amended, and a resolution adopted by the Governing Body (the “Note Resolution”) for the purpose of paying costs of certain sewer, water and paving improvements (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of said Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

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

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

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%. No bid shall be for less than **98.0%** of the

principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption "Establishment of Issue Price" in this Notice.

Good Faith Deposit. A good faith deposit is not required to bid on the Notes.

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

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

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

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

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by the Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form, and shall specify all terms and conditions to which the Issuer will be required to agree in connection with the issuance of such insurance policy. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the Issuer.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute

cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **OCTOBER 9, 2025** (the “Closing Date”), to DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Notes and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for the Notes: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

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

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

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be***

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

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

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated September [9], 2025, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

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

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

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

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$12,955,000.

Legal Opinion. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid

for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

DATED: August 26, 2025.

CITY OF CLEARWATER, KANSAS

By: Jaye Poe, Clerk

Issuer Address:

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

Email: jpoe@clearwaterks.org

Financial Advisor – Facsimile and Email Bid Delivery Address:

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

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

TO: Jaye Poe, Clerk
City of Clearwater, Kansas

September 23, 2025

For \$1,110,000* principal amount of General Obligation Temporary Notes, Series 2025, of the City of Clearwater, Kansas (the "Issuer"), to be dated October 9, 2025, as described in your Notice of Note Sale dated August 26, 2025 (the "Notice"), said Notes to bear interest as follows:

<u>Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Initial Offering</u> <u>Price</u>
2028	\$1,110,000*	_____ %	_____ %

* Subject to change, see the Notice

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

Principal Amount	\$1,110,000*
Less Discount (not to exceed 2.0%)	- _____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
 Total interest cost to maturity at the rate(s) specified	 \$ _____
Net interest cost	\$ _____
Average annual net interest rate	_____ %
True Interest Cost	_____ %

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

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on September 23, 2025.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Ranson Financial Group, LLC, Fax No. (316) 265-5403, email bids may be sent to Ranson Financial Group, LLC at bids@ransonfinancial.com and electronic bids may be submitted via **PARITY®**, at or prior to 11:00 a.m. applicable Central Time, on September 23, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.

**City of Clearwater
City Council Meeting
August 22, 2025**

Listing Agreement - 95th and 135th Listing

Context: The council has been discussing the property on 95th and 135th (approximately 9 acres) and has declined an offer of \$95,000 for the property. For the best interest of the residents the council agreed it would be best to list the property on the MLS to see if there were other interested parties. The property will be listed for \$15,000 per acre. The city council has stated they want first right of refusal if the property is not developed and they would like improvements on the property within 2 years, and the building should be attractive since it will be the first building when entering the city. After the council meeting, I had discussions with a real estate agent and an engineer to try and determine what could be reasonable improvements expected within two years. Based on my conversations, I came up with the land that should be platted and a conceptual drawing presented within two years. It was also suggested to file deed restrictions to help the city's involvement with improvements on that lot for any future owner of the property.

Compensation for Corey Sandy for the broker fee will be 1%. If Sandy is both the transaction broker for both parties his fee will be 3%.

Financial: The brokerage fee if the lot sells for \$15,000 an acre will be \$1,400.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Authorize the mayor to sign a contract with Cosh Real Estate to market the land at 95th and 135th.



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - RESIDENTIAL
SELLER AGENCY

1 This Exclusive Right to Sell Listing Agreement – Residential (“Agreement”) is between Seller and Brokerage Firm
2 (Brokerage Firm, its brokers, agents, and employees are referred to collectively as “Broker”) for the Property commonly
3 known as TBD
4 _____ (the “Property”).

5 This Agreement is exclusive and irrevocable for the period beginning _____ and ending _____ (the “Term”).
6 LEGAL DESCRIPTION E 417.38 FT E 1/2 NE 1/4 LY N MISSOURI PACIFIC RAILROAD
7 ROW & EXC RDS ON E & N SEC 23-29-2W

8 The Property is offered for sale for (\$_____) _____ dollars (the
9 “Purchase Price”) on the following terms:

10 A. ☒ Cash B. Loan: ☒ Conventional _____ Assumption _____ FHA _____ VA C. _____ Seller Carry

11 Sale of the Property shall include all improvements located on the Property and the following items, if any: Keys,
12 drapes, curtains, drapery rods, curtain rods, valances, blinds, window and porch shades, screens, shutters, awnings,
13 storm windows & doors, wall-to-wall carpeting, mirrors fixed in place, including bathroom mirrors, ceiling fans, mail
14 boxes, television antennas, permanently installed heating and air conditioning units and equipment, built-in kitchen
15 appliances, built-in security and fire detection equipment, lighting fixtures, plumbing fixtures, water softeners (if owned
16 by Seller), all automatic garage door opener equipment including transmitters, attic fans, attached gas grills, attached
17 shelves, water well pumps, shrubbery and all other property owned by Seller and attached to the Property, as well as
18 the following items (including the items listed in the Seller’s Property Disclosure): _____
19 _____

20 Sale of the Property shall exclude the following: _____
21 _____

22 **1. BROKER AGREES TO:** Perform the terms of this Agreement, promote the interests of the Seller with the utmost good
23 faith, loyalty, and fidelity, including presenting all offers, counteroffers and back-up offers in a timely manner. Upon
24 Seller’s execution of a Contract for Purchase, Broker will not be obligated to continue marketing the Property but will
25 submit to Seller any offers received and update the status of the Property per the Multiple Listing Service (“MLS”)
26 guidelines. **Broker will:**

- 27 A. Market the Property at Broker’s expense, unless otherwise agreed to in writing.
28 B. Disclose to the Seller all adverse material facts actually known by the Broker about the Buyer and advise the
29 Seller to obtain expert advice as to material matters known by the Broker but the specifics of which are beyond
30 the Broker’s expertise. When the Seller has been so advised, no cause of action for any person shall arise against
31 the Broker pertaining to such material matters.
32 C. Disclose to any customer and Seller any facts actually known by Broker related to the physical condition of the
33 Property that were omitted from or which contradict any information included in a written report that has been
34 prepared by a qualified third party and provided to a customer or Seller. Broker owes no duty to conduct an
35 independent inspection of the Property for the benefit of a customer or to independently verify the accuracy
36 or completeness of any statements made by the Seller or any qualified third party.
37 D. Account in a timely manner for all money and property received.
38 E. Comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas (the
39 “Act”) and rules and regulations adopted under the Act, comply with any applicable federal, state, and local
40 laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
41 F. Not to disclose any confidential information about the Seller unless disclosure is required by statute, rule, or
42 regulation, or unless failure to disclose would constitute fraudulent misrepresentation. No cause of action for
43 any person shall arise against the Broker for making any required or permitted disclosure.

Seller’s Initials _____

G. Disclose to any customer all adverse material facts actually known by the Broker, including but not limited to: environmental hazards affecting the Property which are required by law to be disclosed, the physical condition of the Property, any material defects in the Property or title thereto, or any material limitations on the Seller's ability to perform under the terms of the contract.

2. BROKER IS NOT RESPONSIBLE for vandalism, theft, or damage or loss of any kind to the Property.

3. SELLER AGREES TO AND WILL:

- A. Refer all inquiries and offers received during the Term of this Agreement to the Broker.
- B. Furnish the Broker a key to the Property and permit the Broker to place a lock box on the Property during the Term of this Agreement or until final settlement of a sales transaction, whichever is later.
- C. Provide evidence of clear title to the Property and inspection reports, including, but not limited to, water well, septic tank, lagoon and environmental inspections, when required in a sales contract or by a code or ordinance of a governmental agency. Seller agrees to indemnify, defend and hold harmless Broker from any liability, cost or expense related to the title to the Property, any inspections or any inspection reports.
- D. Unless otherwise agreed to in writing, leave utilities on up until the first of the following to occur: (a) through the expiration of the Term of this Agreement; or (b) until Buyer's possession of the Property.
- E. Thoroughly review the listing information prepared by the Broker and advise the Broker immediately of any errors or omissions. Seller represents and warrants that to the best of Seller's knowledge the listing information is accurate.

4. COMPENSATION: Seller agrees to pay Broker 1 % of the Purchase Price or \$ 0 (the "Fee"). Seller authorizes the deduction of the Fee from the Seller's proceeds at closing. For the avoidance of doubt and notwithstanding anything contrary contained herein, if a sale of the Property fails to close due to Seller's default or with Seller's consent, Seller shall remain obligated to pay Broker the Fee.

Seller agrees to pay Broker an additional fee of 3 % of the Purchase Price OR \$ 0 (the "Fee") if the Selling Broker assumes the role of Transaction Broker for both parties OR if a Buyer is not represented by a broker, ("Buyer Broker"). Broker assumes additional liability and paperwork responsibilities. Broker will not represent the Buyer, but will facilitate the completion of necessary forms and ensure fair treatment of all parties.

Seller has been advised that Contract for Purchase may include requests for Seller to pay Buyer Brokerage Fee.

Brokerage fees are not set by law and are fully negotiable. Broker does not share compensation with Buyer Broker.

In addition, Seller shall pay Broker the Fee if the Property is sold, leased, exchanged, conveyed, or otherwise transferred to an Identified Buyer within 30 days (End of day is defined as 11:59 pm.) after the termination or expiration of this Agreement (the "Protection Period"). An "Identified Buyer" is any person or entity with whom Broker has provided information, shown, exchanged correspondence, negotiated, or exposed the Property and whose name is listed in a written notice provided to Seller by Broker prior to the expiration or termination of this Agreement. Notwithstanding the foregoing, Seller shall not be obligated to pay the Fee if Seller and another licensed real estate broker execute a valid exclusive listing agreement during the Protection Period and the sale, lease, exchange, conveyance, or transfer of the Property is made during the Protection Period.

Seller directs Broker to cooperate with and disclose to cooperative brokers as specified below. The Seller agrees that Broker shall: **(please initial)**

Offer Cooperation to:

Buyer's Broker Yes _____ No _____ Transaction Broker Yes _____ No _____

Seller's Initials _____

84 **5. LISTING SERVICES:**

85 Seller authorizes Broker to:

- 86 A. Place a For Sale sign on the Property and remove all other signs during the Term of this Agreement.
87 B. Enter the Property at reasonable times to show it to prospective Buyers or provide access for inspections and
88 appraisals.
89 C. Contact any and all lien holders to obtain any and all relevant information.

90 **6. EARNEST MONEY:** Seller understands and agrees that Broker may accept a deposit ("Earnest Money"), which will
91 be applied against the Purchase Price and deposited into an escrow account maintained by the Broker or other escrow
92 agent until the closing of the sale of the Property. If the Earnest Money is forfeited by the Buyer, Seller shall be entitled
93 to ½ of the Earnest Money and shall direct the escrow agent to pay ½ of the Earnest Money to Broker or authorize
94 Broker to retain ½ of the Earnest Money if the Earnest Money is in an escrow account maintained by Broker.
95 Notwithstanding the foregoing, Broker's ½ of the Earnest Money shall not exceed the Fee which would be paid to Broker
96 if the sale closed.

97 **7. BROKERAGE RELATIONSHIP DISCLOSURE:** Seller acknowledges receiving the "Real Estate Brokerage Relationships"
98 disclosure. Seller understands and agrees that as part of the marketing of the Property, Broker may be showing
99 prospective buyers properties other than the Property and providing prospective Buyers with information on selling
100 prices in the area. Seller understands that Broker may show alternative properties not owned by Seller to prospective
101 Buyers and may list competing properties for sale without breaching any duty or obligation to Seller.

102 **8. TRANSACTION BROKER:** Seller acknowledges that Broker may have clients who have retained Broker to represent
103 them as a Buyer in the acquisition of property. If a prospective Buyer becomes interested in making an offer on the
104 Property, then the Broker would be in a position to represent both prospective Buyer and Seller in that transaction
105 unless Designated Agents have been appointed pursuant to paragraph 9. Such representation would constitute
106 impermissible dual agency, which is illegal in Kansas. With the informed written consent of both Buyer and Seller,
107 Broker may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent
108 or advocate for the interests of either party.

109 **Seller consents** to Transaction Brokerage, subject to both Buyer and Seller signing a Transaction Broker Addendum to
110 their agency agreement with Broker, which must be signed by the Buyer prior to writing an offer to purchase the
111 Property and by Seller prior to signing the purchase contract.

112 (please initial one) Yes _____ No _____

113 **9. DESIGNATED AGENCY:** A Designated Agent is a real estate licensee affiliated with a Broker who has been designated
114 by the Broker, or the Broker's duly authorized representative, to act as the agent of a Broker's Buyer or seller to the
115 exclusion of all other affiliated licensees.

116 A. **If a Designated Agent is not appointed to represent Seller,** Seller understands that although a Designated
117 Agent is not appointed to represent Seller, another licensee with Broker's firm may act as a Designated Agent
118 for a prospective Buyer who may be interested in Seller's Property. If another licensee with Broker's firm acts
119 as a Designated Agent for a Buyer in the sale of Seller's Property, Seller agrees and understands:

- 120 1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate
121 for the interests of either party, and will not, without prior consent of both parties, disclose any information
122 or personal confidences about a party, which might place the other party at an advantage. The supervising
123 Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a
124 Transaction Broker.
125 2. The Designated Agent for the Buyer will perform all of the duties of a Buyer's Agent and will be the Buyer's
126 legal agent to the exclusion of all other licensees in the Broker's firm.
127 3. All other licensees affiliated with the firm will represent Seller in the sale of Seller's property and will perform
128 all of the duties of a Seller's Agent. Seller consents to a Designated Agent from the Broker's firm
129 representing a Buyer in the sale of Seller's property.

130 (please initial one) Yes _____ No _____ N/A _____

Seller's Initials _____

B. If a Designated Agent is appointed to represent Seller, Seller understands:

1. The Designated Agent will perform all of the duties of a Seller's Agent and will be Seller's legal agent to the exclusion of all other licensees in the Broker's firm.
2. Another licensee with the Broker's firm may act as a Designated Agent for the Buyer in the sale of Seller's Property.
3. The supervising Broker (or branch Broker, if applicable), will act as a Transaction Broker, and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party, which might place the other party at an advantage. The supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for the Seller is also the Designated Agent of a Buyer who is interested in Seller's Property, the Designated Agent cannot represent both Seller and Buyer. With the informed consent of both Buyer and Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
5. If a Buyer client of a Designated Agent wants to see a property which was personally listed by the supervising Broker, the supervising Broker, with the written consent of Seller, may specifically designate an affiliated licensee who will act as a Designated Agent for Seller. Seller consents to a Designated Agent relationship.

(please initial one) Yes _____ No _____ N/A _____

If applicable, Broker, or Broker's authorized representative, hereby designates _____ n/a _____
to act as Designated Agent on
Seller's behalf.

Pursuant to paragraph 8, **Seller consents** to the above-named Designated Agent acting as a Transaction Broker in the event the Designated Agent is also the Designated Agent for a Buyer, subject to both Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by the Buyer prior to writing an offer to purchase the Property, and by Seller prior to signing the purchase contract.

(please initial one) Yes _____ No _____ N/A _____

10. HOME BUYER PROTECTION PLANS: Seller acknowledges the availability of Home Buyer Protection Plans:

(please initial one)

Yes _____ Seller chooses to provide such coverage and acknowledges receipt of a home protection policy application from _____. Seller acknowledges that Broker may be paid an administrative fee.

No _____ Seller does not choose to provide such coverage at this time.

11. CONCESSIONS: Seller has been advised and understands that **BUYER MAY REQUEST SELLER PAID ASSISTANCE (CONCESSIONS) INCLUDING, BUT NOT LIMITED TO: CLOSING COSTS, LOAN COSTS, DISCOUNT POINTS, PREPAIDS, BUYER BROKERAGE FEE, AND HOME WARRANTY.**

12. Seller has been advised and understands that THE LAW REQUIRES DISCLOSURE OF ANY KNOWN MATERIAL DEFECTS IN THE PROPERTY TO PROSPECTIVE BUYERS AND THAT FAILURE TO DO SO MAY RESULT IN CIVIL LIABILITY FOR DAMAGES. Seller represents and warrants that the information provided to the Broker as well as the information provided in this Agreement is true and correct according to the Seller's knowledge and agrees to indemnify, defend, and hold Broker and any cooperating brokers and agents harmless from any claims, liabilities, and damages, including but not limited to reasonable attorney fees and costs, arising due to (i) Seller's failure to disclose information regarding the Property, (ii) Seller providing any incorrect information regarding the Property, or (iii) Seller's breach of any terms or conditions of this Agreement.

Seller's Initials _____

175 **13. NOTICE TO SELLERS WHO ARE FOREIGN PERSONS.** Any Seller, who is a foreign person, should consult an attorney
176 or accountant familiar with the Foreign Investment in Real Property Tax Act (FIRPTA) before entering into negotiations
177 or contracts for the sale of property. **(please initial one)**

178 _____ Seller **is not** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in
179 the Internal Revenue Code and Income Tax Regulations).
180 _____ Seller **is** a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the
181 Internal Revenue Code and Income Tax Regulations).

182 **14. Multiple Listing Service ("MLS") SUBMISSION:** It is understood and agreed that the Broker will submit information
183 concerning the Property to the MLS in accordance with its rules and regulations. Seller acknowledges and understands
184 that the sales data and/or expiration data can and may be distributed at the discretion of MLS to its authorized
185 members and authorizes Broker to release all data on the Property. It is further understood that the Broker will timely
186 notify the MLS if information regarding the Property changes. Seller authorizes the Broker to notify the MLS of a signed
187 sales contract on the Property and authorizes the dissemination to others, including the County Appraiser, of sales
188 information (including the sales price of the Property) after the closing of the sale, to be used in establishing the market
189 value for other properties.

190 **15. DISTRIBUTION OF INFORMATION:** Seller authorizes Broker to disseminate data about the Property and other
191 information relating to the Property supplied by, or on behalf of the Seller, including creative works depicting the
192 Property, such as virtual tours, images, and any textual descriptions of the Property (collectively referred to as
193 "Content"), to the MLS's members, participants, subscribers and other licensees or users of the MLS database
194 compilation (collectively referred to as "MLS Users"), and to further disseminate, or permit the MLS or the MLS Users
195 to disseminate such Content to prospective purchasers through websites on the internet that are owned, operated or
196 controlled by the MLS, other entities with whom the MLS may enter into license agreements authorizing the
197 dissemination or use of such Content, or MLS Users.

198 **Seller acknowledges** that distributing information in this manner is intended to increase public awareness of the
199 Property.

200 **(please initial one)** Yes _____ No _____

201 **Seller desires to RESTRICT** the marketing of the Property as follows: **(INITIAL ONLY IF APPLICABLE)**

- 202 A. _____ Seller does NOT authorize the Broker to submit and market the Property on any internet
203 websites.
204 B. _____ Seller does NOT authorize the display of the Property address on any internet website.
205 C. _____ Seller does NOT authorize the display of unedited comments or reviews of the Property (or
206 the display of a hyperlink to such comments or reviews) on any MLS User's internet
207 website.
208 D. _____ Seller does NOT authorize the display of an automated estimate of the market value of the
209 Property (or a hyperlink to such estimate) on any MLS User's internet website.

210 **16. THE PROPERTY WILL BE OFFERED, SHOWN AND MADE AVAILABLE FOR INSPECTION AND SALE TO ALL PERSONS**
211 **WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, DISABILITY, AGE, FAMILIAL STATUS OR NATIONAL ORIGIN.**

212 **17. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants they are the legal owner of the
213 Property and have the authority to enter into this Agreement and are able to convey merchantable title to the Property.
214 Seller further represents and warrants that the execution and performance of this Agreement do not conflict with any
215 other agreements or legal obligations to which they are a party.

Seller's Initials _____

216 18. MISCELLANEOUS:
217
218
219
220
221
222
223

224 19. SIGNATURE BY ELECTRONIC MAIL AND COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES:
225 Signatures to this Agreement may be transmitted by electronic mail (such as a PDF), through electronic means in
226 accordance with the Kansas Uniform Electronic Transactions Act and signed in counterpart, on separate pages, which
227 may then be assembled as the complete agreement of the parties.

228 20. GOVERNING LAW: This Agreement shall be governed by and construed exclusively in accordance with the laws of
229 the state of Kansas.

230 21. AMENDMENT: This Agreement may not be amended, nor any obligation waived, except by writing and signed by
231 the parties.

232 22. ASSIGNMENT: Neither party may assign this Agreement without the written consent of the other.

233 23. BINDING EFFECT: This Agreement shall inure to the benefit of Seller and Broker, and be fully binding upon their
234 respective heirs, executors, personal representatives, administrators, successors, and assigns.

235 24. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any
236 previously executed contracts and representations, verbal or written.

237 Seller acknowledges receipt of a copy of this Agreement.

238 THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.
239 BROKER RECOMMENDS SELLER RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED
240 IN ANY REAL ESTATE TRANSACTION.

241			COSH Real Estate Services	
242	Seller	Date	Brokerage Firm	
243			By:	
244	Seller	Date	(Agent Signature) Corey Sandy Date	
245			1620 N Perry St Wichita KS 67203	
246	Seller's Address		Brokerage Firm's Address	
247			316-260-2674 316-260-9902	
248	Work Phone	Home/Cell Phone	Brokerage Firm's Phone Agent's Fax	
249			corey@cosh.us 316-670-2769	
250	Seller's e-mail		Agent's e-mail Agent's Cell	

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**City of Clearwater
City Council Meeting
August 22, 2025**

Certified Engineering Design, P.A. - Engineering Services for Indian Ridge PH 2

Context: Certified Engineering Design, P.A., CED, is City of Clearwater engineer. They review all infrastructure plans to ensure they are designed according to the City's code and in the best interest of the infrastructure.

Garver has been hired as the engineer for Indian Ridge and CED, as the city's engineer, should review the plans and consult the engineer and contractors on the project and also conduct onsite inspection during the construction phase.

Financial: The city's engineer cost is part of the overall cost of the project and will be rolled into the special assessments of the properties. CED's portion of the project is not to exceed \$60,945.

Legal Considerations: Review and comment as necessary.

Recommendation: Authorize the mayor to execute the engineering services contract between City of Clearwater and Certified Engineering Design, P.A.

CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF CLEARWATER, KANSAS
AND
CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213

**WATERLINE & SANITARY SEWER IMPROVEMENTS FOR INDIAN RIDGE AT
CLEARWATER ADDITION PHASE 2**

THIS CONTRACT, made this ____ day of _____, 2025, by and between THE CITY OF CLEARWATER, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to construct waterline and sanitary sewer improvements for Indian Ridge at Clearwater Addition, in Clearwater, Sedgwick County, Kansas.

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

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the construction engineering and inspection for the PROJECT ; and

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for construction engineering and inspection for the PROJECT.

A. CONSTRUCTION PHASE SERVICES

1. Transmit directions to the Contractor and provide guidance in the proper interpretation of the Contract Documents through consultation with the CITY.
2. Perform measurements and surveys that are required for documentation of work performed and for determination of Contractor's final pay quantities.
3. Provide adequate on-site inspection of the work, such services to be provided by experienced and qualified personnel who shall be responsible for observing the progress and quality of the executed work and determining that the work is proceeding in accordance with the Contract Documents.
4. Take field samples and/or test materials to be incorporated in the work, and reject or advise rejection of those not meeting the provisions of the Contract Documents.
5. Receive and review all test report records or certificates of compliance for materials tested off the Project site prior to the incorporation in the work.
6. Keep and maintain such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.
7. Measure and compute all materials identified in the bid items incorporated in the work and applicable pay items of work completed, and maintain an item account record.
8. Provide and submit CITY such periodic, intermediate and final reports and records as may be required by the CITY and as are applicable to the PROJECT.

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

II. IN ADDITION, THE CONSULTANT AGREES:

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

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

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

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

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

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

Workers' Compensation - Statutory

Employer's Liability - \$2, 000,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained

by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$2,000,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

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

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

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

IV. PAYMENT PROVISIONS

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

Indian Ridge at Clearwater Addition – Water & Sanitary Sewer Improvements (Not-to Exceed)

Construction Admin and Inspection Waterline Improvements	\$ 26,344
Construction Admin and Inspection Sanitary Sewer Improvements	\$ 34,601
TOTAL	\$ 60,945

B. Reimburse the CONSULTANT for Construction Material Testing services for the project as ordered by the CONSULTANT'S inspector.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

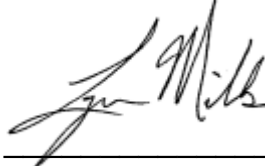
B. That the services, except for surveying, to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

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

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

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

CERTIFIED ENGINEERING DESIGN, P.A.

A handwritten signature in black ink, appearing to read "Logan J. Mills", written over a horizontal line.

Logan J. Mills, PE, PS

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor

ATTEST:

Jaye Poe, City Clerk