City of Clearwater Council Meeting Agenda
Tuesday September 23, 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. Aging Project Lease Agreement
    d. Mayoral Appointment
6. **Staff Reports**
7. **Business**
    a. **Action:** GO Temporary Note 2025 – Indian Ridge Phase 2
    b. **Action:** Zoning Ordinance Amendment
    c. **Action:** Berm in Alley Between 1st & Prospect – South 200 block
    d. **Action:** Special Event Permit – The River Church
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 25
Ordinance: 1124
Resolution: 16-2025

**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**
September 9, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

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## 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 Deputy City Clerk called the roll to confirm the presence of a quorum. The following members were present:
Mayor Burt Ussery, Councilmembers; Jason Gordon, Justin Shore, Samantha Warkins, Shirley Palmer-Witt and Tim Robben.
The following staff members were present:
City Administrator Zollinger, Deputy City Clerk Reitberger, Kirk Ives, Cole Hollis, Amber Ives, and City Attorney, Jennifer Hill.

## 3. Approval of Agenda

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

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

## 4. Public Forum

None.

## 5. Consent Agenda

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

Previous Council Meeting Minutes
Claims and Warrants
Designate Safety Zone – Downtown Trick or Treat

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

## 6. Staff Reports:

- Administration Office – Courtney Zollinger – Palmer-Witt asked if the road work has been delayed due to the weather, Zollinger stated yes but there was also a halt due to the gas company fixing some of their lines. The schedule for completion has been pushed back one month, which is now October 1st.
- Fire Department – Courtney Zollinger – None.
- Police Department – Kirk Ives – None.
- Public Works/Parks – Cole Hollis – Mayor Ussery asked if anything needed to be hauled off from the brush dump, Hollis stated no.
- Senior Center – Amber Ives – Ives stated that the lunch had a great turn out today with one hiccup.

## 7. Proclamation – National Senior Center Month

Mayor Ussery read the Proclamation recognizing September as National Senior Center Month: WHEREAS, National Senior Center Month originated as National Senior Center Week in May of 1979, was proclaimed by President Reagan 1985, and was extended to the full month of September in 2007: and WHEREAS, the concept of celebrating senior centers nationally, gained wide support through organizations like the National Council on Aging, the U.S. Conference of Mayors Aging Task Force, and the full Senate and House Select Committee on Aging; and WHEREAS, the 2025 theme of National Senior Center Month is Powering Possibilities: Flip the Script, because senior centers provide countless hours of support and encouragement to older adults: and WHEREAS, innovative programs hosted at senior centers can change the perception or aging and create community resources for aging expertise: and WHEREAS, The Clearwater Senior

Center offers 55+ programming to include education, exercise classes, book clubs, outings, parties, meals, and cooking classes to create an engaging and valuable culture of health for local seniors. NOW, THEREFORE I, Burt Ussery, Mayor of the City of Clearwater, Kansas do hereby proclaim the month of September as National Senior Center Month in Clearwater and encourage citizens to visit the Senior Center or take a step further by volunteering to help with the events they'll be throwing this month and beyond.

**Motion:** ***Shore*** moved, ***Palmer-Witt*** seconded to approve the proclamation. Voted and passed unanimously

**8. Business**

**a. 2025 Budget Amendment**

**Motion:** ***Palmer-Witt*** moved, ***Robben*** seconded to open the public hearing at 6:36. Voted and passed unanimously

Zollinger reported during the 2025 budget adoption, the city did not know if the Senior Center would qualify for the larger grant of $35,000. So, when adopting the budget, the Department on Aging Fund was at $18,000 expenditure. Since the larger grant has been received the council must amend the 2025 budget to allow for the added expenditure for that Fund. The General Fund and Department on aging are split 70/30. 70% paid by the General Fund and 30% by the Department on Aging Fund. The city is required to hold a public hearing to amend the 2025 budget. If there is no protest to increase the spending authority, then the Governing Body will approve the increase in spending authority for the Department on Aging fund. The increase in funding from the Department on Aging alleviates the general fund by $17,000. There were no comments or discussions from council or the public.

**Motion:** ***Robben*** moved, ***Shore*** seconded to close the public hearing at 6:37. Voted and passed unanimously.
**Motion:** ***Shore*** moved, ***Gordon*** seconded to approve the budget amendment to the Department on Aging Fund. Voted and passed unanimously

**9. Governing Body**

Gordon – None.
Shore – None.
Warkins – None
Palmer-Witt – None.
Robben – Appreciated Shirley checking on him.
Ussery – None.

**10. Executive Session**

None.

**11. Adjournment**

**Motion:** ***Palmer-Witt*** moved; ***Warkins*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 6:39 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 September 9th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 23rd day of September 2025.

______________________
Jaye Poe, City Clerk

# Check Register Report

City of Clearwater

BANK: EMPRISE BANK

Date: 09/09/2025
Time: 1:55 pm


| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|---|---|---|---|---|---|---|---|---|
| **EMPRISE BANK Checks** | | | | | | | | |
| 51965 | 09/10/25 | Printed | | | ALERT | ALERT-ALL CORPORATION | FIRE HATS/FIRE PREVENTION WEEK | 618.00 |
| 51966 | 09/10/25 | Printed | | | ALL SEASON | ALL SEASONS SPORTSWEAR, INC | UNIFORM EMBROIDERY FD | 30.00 |
| 51967 | 09/10/25 | Printed | | | AMAZON BUS | AMAZON BUSINESS | FALL FESPARADE/HALLOWEEN CANDY | 170.70 |
| 51968 | 09/10/25 | Printed | | | BB LUMBER | B & B LUMBER | SUPPLIES | 92.40 |
| 51969 | 09/10/25 | Printed | | | BOUND TREE | BOUND TREE MEDICAL | AED ADULT DEFIB PADS | 376.82 |
| 51970 | 09/10/25 | Printed | | | BRENTAG | BRENNTAG SOUTHWEST, INC. | CHLORINE AND FLOURIDE | 2,348.50 |
| 51971 | 09/10/25 | Printed | | | CED | CERTIFIED ENGINEERING DESIGN | Professional Services | 650.00 |
| 51972 | 09/10/25 | Printed | | | CW WELLNES | CLEARWATER WELLNESS CENTER | SEPTEMBER WELLNESS | 90.00 |
| 51973 | 09/10/25 | Printed | | | CORE & MN | CORE & MAIN LP | AMI SOFTWARE | 14,531.00 |
| 51974 | 09/10/25 | Printed | | | DECKER ELE | DECKER ELECTRIC | X PROTECT FOR COURTNEY COMP | 300.00 |
| 51975 | 09/10/25 | Printed | | | EMPAC | EMPAC, INC. | EMPAC OCT-DEC 2025 | 755.25 |
| 51976 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 129 E. ROSS SAL | 67.68 |
| 51977 | 09/10/25 | Printed | | | FULKERSON | ETHEL FULKERSON | RESTITUTION COURT CASE 24-234 | 600.00 |
| 51978 | 09/10/25 | Printed | | | GALLS | GALL'S INC. | PD COLLAR PINS | 18.13 |
| 51979 | 09/10/25 | Printed | | | GILMORE &B | GILMORE & BELL | GO BOND25 PROFESSIONAL SERVICE | 15,300.00 |
| 51980 | 09/10/25 | Printed | | | GOLD | GOLD SEAL PLUMBING | DRAIN CLEAN OUT | 310.00 |
| 51981 | 09/10/25 | Printed | | | GT DIST | GT DISTRIBUTORS, INC | VEST NAME BADGES | 24.00 |
| 51982 | 09/10/25 | Printed | | | HURTIG BEC | BECKY. C. HURTIG | Professional Services - Judge | 1,100.00 |
| 51983 | 09/10/25 | Printed | | | IVES AMBER | AMBER IVES | REIMBURSE MILEAGE | 191.80 |
| 51984 | 09/10/25 | Printed | | | KS ONE CAL | KANSAS ONE CALL SYSTEM, INC. | 61 LOCATES | 81.13 |
| 51985 | 09/10/25 | Printed | | | KS ST TRES | KANSAS STATE TREASURER | AUG 25 COURT TREASURER REPORT | 768.00 |
| 51986 | 09/10/25 | Printed | | | LINN LARRY | J. LARRY LINN | PROSECUTION SERVICES | 1,000.00 |
| 51987 | 09/10/25 | Printed | | | MEL HMB FD | MEL HAMBELTON FORD | OIL CHANGE LESS $20 REBATE | 53.47 |
| 51988 | 09/10/25 | Printed | | | MERIDIAN | MERIDIAN ANALYTICAL LABS, LLC | BACTERIA TESTING | 135.00 |
| 51989 | 09/10/25 | Printed | | | MABCD | METROPOLITAN AREA BUILD & CONS | B/E/M/P PERMITS AUG 2025 | 1,763.10 |
| 51990 | 09/10/25 | Printed | | | MDWST SNGI | MIDWEST SINGLE SOURCE | CARDS FOR CORBETT/LYDEN | 70.00 |
| 51991 | 09/10/25 | Printed | | | MIZES | MIZE'S THRIFTWAY | FREEZER BAGS | 120.28 |
| 51992 | 09/10/25 | Printed | | | MULVANE CO | MULVANE COOP | FERTILIZER | 853.43 |
| 51993 | 09/10/25 | Printed | | | NAVRATS | NAVRAT'S OFFICE PRODUCTS | PINK PAST DUE NOTICES & CPY PA | 133.10 |
| 51994 | 09/10/25 | Printed | | | OREILLY | O'REILLY AUTO PARTS | WIPER BLADES | 336.13 |
| 51995 | 09/10/25 | Printed | | | ONESOURCE | ONESOURCE TECHNOLOGY, INC | MICROSOFT 365 IT SERVICE | 4,097.00 |
| 51996 | 09/10/25 | Printed | | | PELZ DEB | DEBORAH PELZ | Senior Center Floor cleaning | 130.00 |
| 51997 | 09/10/25 | Printed | | | PCC | PROFESSIONAL CODE COMPLIANCE | CERTIFIED MAIL PROCESS | 1,748.36 |
| 51998 | 09/10/25 | Printed | | | ROASTER JO | ROASTER JOE'S | POLICE DEPT DRINKING WATER | 31.32 |
| 51999 | 09/10/25 | Printed | | | SALINA WHL | SALINA WHOLESALE SUPPLY CO | REPLACEMENT PARTS FOR SE DRIVE | 1,823.63 |
| 52000 | 09/10/25 | Printed | | | ST KS ATTY | STATE OF KANSAS | GO BOND 25 TRANSCRIP & APPROVE | 150.00 |
| 52001 | 09/10/25 | Printed | | | TIMES NWSP | TIMES-SENTINEL NEWSPAPERS | ORD 1123 GO BOND SERIES 2025 | 259.01 |
| 52002 | 09/10/25 | Printed | | | TRUGREEN | TRUGREEN | AUGUST TREATMENTS | 1,499.68 |
| 52003 | 09/10/25 | Printed | | | WASTE CONN | WASTE CONNECTIONS, INC. | AUGUST TRASH/RECYCLE | 18,207.52 |
| 52004 | 09/10/25 | Printed | | | WL01 | WHITNEY LANDSCAPING | SEPTEMBER MOWING | 4,123.00 |
| 52005 | 09/10/25 | Printed | | | WICHTA TRC | WICHITA TRACTOR CO. | MOWER BLADES DEWEZE MOWER | 426.42 |

**Total Checks: 41** **Checks Total (excluding void checks): 75,383.86**

**Total Payments: 41** **Bank Total (excluding void checks): 75,383.86**

# Check Register Report



| Check Number | Check Date | Status | Void/Stop Date | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|---|---|---|---|---|---|---|---|---|
| **EMPRISE BANK - EFT Checks** | | | | | | | | |
| 3773 | 09/10/25 | Printed | | | AFLAC | AFLAC | AUGUST AFLAC | 538.16 |
| 3776 | 09/10/25 | Printed | | | VISA | CARDMEMBER SERVICES | GRANT FINDER SUBSCRIPTION | 1,148.89 |
| 3777 | 09/10/25 | Printed | | | COLNL LIFE | COLONIAL LIFE | SEPTEMBER COLONIAL | 87.30 |
| 3778 | 09/10/25 | Printed | | | EMPRISE | EMPRISE BANK | Loan 13220608 land purchase | 30,933.95 |
| 3779 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 319 W. ROSS FIRE STATION | 645.93 |
| 3780 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 107 S. GRAIN OLD TWNSP BUILD | 44.02 |
| 3781 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 129 E. ROSS | 722.28 |
| 3782 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 400 W. ROSS PUBLIC WORKS | 298.43 |
| 3783 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | WELL HOUSE AT PARK | 221.12 |
| 3784 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 650 E. ROSS POOL HOUSE/PARK LT | 1,551.05 |
| 3785 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 1001 E. ROSS SPORTS COMPLEX | 309.29 |
| 3786 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 11159 S. 135TH W SEWER PONDS | 234.05 |
| 3787 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 149 N. FOURTH MUSEUM | 406.94 |
| 3788 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 901 CLEARCREEK PG LIFT STATION | 93.44 |
| 3789 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 401 W. ROSS OLD TWNSHP BUILD | 26.57 |
| 3790 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 1001 E. ROSS SPORTS COMPLEX 2 | 26.55 |
| 3791 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 1100 E. ROSS PUMP CR PONDS | 26.55 |
| 3792 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 602 E. ROSS CITY PARK | 47.95 |
| 3793 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 401 W. ROSS PW BUILDING #2 | 29.40 |
| 3794 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | STREET LIGHTS | 2,389.64 |
| 3795 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 100 E. ROSS EMPTY LOT | 42.25 |
| 3796 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 9731 S. 135TH ST W SIGN | 25.29 |
| 3797 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 1200 E. ROSS ST PUMP CR PONDS | 26.55 |
| 3798 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 9801 S. 135TH W PUMP | 64.61 |
| 3799 | 09/10/25 | Printed | | | EVERGY | EVERGY KANSAS CENTRAL | 921 E. JANET SR CENTER | 582.26 |
| 3800 | 09/10/25 | Printed | | | KDOR | KANSAS DEPARTMENT OF REVENUE | AUGUST WATER SALES TAX | 380.13 |
| 3801 | 09/10/25 | Printed | | | KDOR | KANSAS DEPARTMENT OF REVENUE | SALES TAX POOL CONCESSIONS | 90.78 |
| 3802 | 09/10/25 | Printed | | | KS GAS SVC | KANSAS GAS SERVICE | 901 CLEARCREEK LIFT STATION | 57.86 |
| 3803 | 09/10/25 | Printed | | | KS GAS SVC | KANSAS GAS SERVICE | 319 W. ROSS FIRE DEPT | 114.64 |
| 3804 | 09/10/25 | Printed | | | KS GAS SVC | KANSAS GAS SERVICE | 149 N. FOURTH | 42.82 |
| 3805 | 09/10/25 | Printed | | | KS GAS SVC | KANSAS GAS SERVICE | 129 E. ROSS CITY HALL | 48.41 |
| 3806 | 09/10/25 | Printed | | | KS GAS SVC | KANSAS GAS SERVICE | 401 W. ROSS PUMP HOUSE | 42.82 |
| 3807 | 09/10/25 | Printed | | | KS GAS SVC | KANSAS GAS SERVICE | 921 E. JANET SR CTR | 45.04 |
| 3808 | 09/10/25 | Printed | | | MERCHANT | MERCHANT SERVICES | AUGUST COMMERCE FEES | 831.92 |
| 3809 | 09/10/25 | Printed | | | SAMS CLUB | SAM'S CLUB | WATER/GATORADE FIRE DEPT | 284.24 |
| 3810 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | 149 N. FOURTH HIST MUSEUM | 100.72 |
| 3811 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | 129 E. ROSS CITY HALL | 260.44 |
| 3812 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | 400 W ROSS CITY SHOP | 110.77 |
| 3813 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | 921 E. JANET SENIOR CENTER | 62.90 |
| 3814 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | 109 S. LEE POLICE DEPT | 246.71 |
| 3815 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | PARK BROADBAND | 3.00 |
| 3816 | 09/10/25 | Printed | | | TWIN VALEY | TWIN VALLEY TELEPHONE | 319 W. ROSS FIRE DEPT | 478.05 |
| 3817 | 09/10/25 | Printed | | | VERIZON | VERIZON WIRELESS | FIRE DEPT BROADBAND | 40.01 |
| 3818 | 09/10/25 | Printed | | | VERIZON | VERIZON WIRELESS | STATEMENT | 518.35 |

| | | | |
|---|---|---|---|
| **Total Checks:** | **44** | **Checks Total (excluding void checks):** | **44,282.08** |
| **Total Payments:** | **44** | **Bank Total (excluding void checks):** | **44,282.08** |
| **Total Payments:** | **85** | **Grand Total (excluding void checks):** | **119,665.94** |

**City of Clearwater**
**City Council Meeting**
**September 23, 2025**

**Aging Projects, Inc Facility Agreement**

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**Context:** Aging Projects, Inc. Meals on Wheels (API) utilizes the Senior Center to distribute meals during the week. Each year we sign a facility agreement with them for use of our facility.

**Financial:** We have asked that the Aging Project pay $25 per month for the offset of expenses related to printing costs and other direct use of the Center's resources. This is an addition to the other agreements we have had with them because of the added costs hosting the API at the Center.

**Legal Considerations:** Review and comment as necessary.

**Recommendations/Actions:** Authorize the Mayor to sign the Facility Agreement with API.

FACILITY AGREEMENT
Between
AGING PROJECTS INC. d/b/a EVERFULL- MEALS ON WHEELS/FRIENDSHIP MEALS
And
CLEARWATER SENIOR CENTER

ADDRESS: 921 Janet Avenue
CITY: Clearwater STATE: Kansas ZIP: 67026
TELEPHONE: 620-584-2332

This agreement is made in order to provide TITLE III Nutrition Program to persons 60 years of age and older. It contains policies mutually agreed to by the above agencies and approved by the Central Plains Area Agency on Aging (CPAAA).

**EVERFULL agrees to:**

1. That the dining room is to be used by Everfull Meals on Wheels/Friendship Meals from 9:30 a.m. to 12:30 p.m. each Monday through Friday, October 1, 2025, through September 30, 2026. Excluded days shall be October 13, 2025; November 11, 2025; November 27 and 28, 2025; December 25 and 26, 2025; January 1, 2026; January 19, 2026; February 16, 2026; April 03, 2026; May 25, 2026; June 19, 2026; July 3, 2026; and September 7, 2026. Additional closing or open dates and/or times may be requested.

2. Employ and supervise a Center Manager to oversee the program and coordinate the work of the volunteers. The Center Manager will be an employee of Everfull and will be fully responsible for the operation of the site in compliance with program regulations, and under the sole supervision of the Everfull staff.

3. Everfull will provide appropriate coverage for its employees, volunteers and supervisors, including but not limited to workers compensation insurance, payroll tax payments and other liabilities related to its employment of individuals to carry out its mission.

4. Provide equipment and supplies necessary to deliver and serve the meals, and clean the equipment and tables used for the program before and after meals.

5. Provide services of the Area Supervisor to supervise the Site Supervisor in the operation of the site.

6. Pay all bills for meals, consumable supplies, staff training, and incidental expenses directly related to the meals.

7. Send to the Dining Center all communications from the central office that are sent to other centers, and at all times give the same consideration as the other centers receive. This information is to be provided to Everfull by the designated signer.

8. Handle registration, meal reservations and deposit of contributions according to the Everfull Policy. Participants will be informed of the suggested contribution for each meal and be encouraged to contribute according to their ability.

9. Acknowledge the cooperation of the Clearwater Senior Center in Nutrition Program publicity whenever possible.

10. Assist Clearwater Senior Center Senior Director in arranging occasional activities at time that would encourage participation in the meal program.

11. Pay $25 per month to the Clearwater Senior Center to offset expenses related to printing costs and other direct use of the center's resources. Everfull staff should first approach the central office for copies.

**THE CLEARWATER SENIOR CENTER agrees to:**

1. Provide in kind space, chairs and tables for serving customers between approximately 9:30 a.m. and 12:30 p.m. on days the program operates and provides secure storage for Everfull equipment and supplies related to the meals. (Everfull equipment and program supplies will not be used for any other reason/events without prior approval of the Everfull Executive Director and/or Area Supervisor).

2. Arrange for the opening and closing of the facility for food delivery, unless special arrangements are made with the Everfull Executive Director and/or Area Supervisor.

3. Provide use of refrigerator and stove, in good condition and repair as needed.

4. Assure that the program may be conducted in a safe, clean and sanitary manner by providing basic custodial service, including care of floors in the meeting room and regular cleaning of the bathrooms. Assure that the area designated for Everfull use will be in the same condition, at the start of each serving day, that it was left in after the end of each Everfull serving day and that the State of Kansas Department of Agriculture standards for kitchen and dining room cleanliness shall be enforced.

5. Provide space for two bulletin boards and a sign designating the Nutrition Program.

6. Arrange for timely inspection of fire extinguishers and smoke alarms and furnish copies of the inspections to Everfull central office to comply with CPAAA requirements.

7. Include Everfull in all publicity related to the program. This includes Clearwater Senior Center newsletters and calendars. Show the Everfull Meals on Wheels/Friendship Meals as a regular scheduled activity.

8. Assure that persons in the community who are under age 60, are informed that they are not eligible for the nutrition program unless they choose to volunteer the day that they eat. (Any person under 60 may participate by making a reservation and by paying the full non-participant price for the meal if under 60 years of age.) The Clearwater Senior Center further agrees that they will not keep and/ or use any leftover Everfull foods for any purpose due to health codes, CPAAA regulations and liability issues.

9. Allow use of the building office telephone.

10. To allow use of the building's internet services by Wi-Fi or hardwiring during the contracted time above.

11. Purchase a license for food service from the authority designated by the state to issue the license and provide a copy of the license to Everfull. The license must be clearly displayed to meet code requirements.

12. Schedule occasional activities at a time to encourage participation in the meal program and take into consideration the impact to the program Everfull customers when scheduling group activities at such a time that Everfull participants would need to choose between an Everfull meal or participating in another center activity.

13. That equipment shall be the responsibility of the owner of the equipment.

14. That all electrical, lighting, sewer and other building maintenance problems shall be the responsibility of the building owner.

15. That no one shall be discriminated against on the basis of race, religion, color, sex, disability, national origin, or ancestry.

**EVERFULL and CLEARWATER agree that:**

1. Any changes to this agreement will be negotiated by the signers of this agreement or their designee. Changes can be made only with the approval of parties listed below.
2. This agreement will remain in effect for the duration of Everfull's Friendship Meals/Meals on Wheels contract with Central Plains Area Agency on Aging October 1, 2025-September 30, 2026.

3. This agreement may be renewed or canceled by either party with 30 days' notice or on the effective date of renewal or termination of the Everfull/Central Plains Area Agency on Aging contract, whichever occurs first.

________________________________________ Date: ______________________

City of Clearwater
Mayor

________________________________________ Date: ______________________

Aging Projects Inc. d/b/a

**City of Clearwater**
**City Council Meeting**
**September 23, 2025**

**Mayoral Appointment**

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**Context:** Per City Code all Library Board members are to be appointed by the Mayor upon approval of the City Council.

Director Jessica Warren has submitted Julie Rhoads to be appointed to the Library Board

**Financial:** There is no financial obligation for the City.

**Legal Considerations:** Review and comment as necessary.

**Recommendations/Actions:** Approve the mayor's appointment.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: September 19, 2025
Re: Administration Report

- The property at 135th has been listed.
- With the assistance of Public Works, we were able to get the contents of the Rec Directors office at the Library moved to City Hall.
- Forever Lawns has been called out to do a repair on the turf at City Park. There is a blue area that has lifted.
- We will be upgrading our surveillance camera software to the newest version. We have been having issues with viewing at times.
- Backstop nets have been ordered for fields 1 & 2.
- The street sweeping has been scheduled for the 23rd-25th of September, weather permitting.
- Whitney has overseeded Fields 1, 2, 3 and commons area at the Sports Complex.
- Kirk Sponsel, Sedgwick County Counselor, contacted the City Clerk and ask for the contracts for fire responses and aid agreements between Ninnescah Township and the City of Clearwater. We were also notified by the City of Cheney they also received a similar request. We don’t have any information as to why they asked for this.
- Year to Date (August 2025): 1% Sales Tax Collected: **$243,296.14**
- Total Sales Tax Collected since January 2024: **$532,717.45**

***Dates to Remember***

- September 30 – City Council Workshop
- October 3rd 4th – Fall Festival
- October 31st – Downtown Trick or Treat

***Active Nuisances/ Code Violations***

| | | | | |
|---|---|---|---|---|
| 205 S Tracy | Lot 16 Block 3 CR | 148 Lee | 139 N Gorin | 249 N Grant |
| 130 N Grant | 250 S 1st | 420 S 2nd | 148 1St | 235 Lee |
| 427 N 1st St Ct | 210 Lee | 628 E Park | 230 S Gorin | 226 S Tracy |
| 208 W Ross | 117 S Gorin | 330 S Tracy | 300 S 1st | 222 S 3rd |
| 219 S Prospect | Grant St / Railroad | 200 Lee | 222 S 3rd | 150 N Lee |

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: September 18th, 2025

Re: Fire Department Staff Report

- Clearwater Fire responded to **12** medical calls and **2** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **15** 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 **23** times.
- Personnel practiced bunker gear drills at our last meeting on the 16th.
- Personnel needing new structural boots were fitted by Leighton from Banner Fire at our last meeting on the 16th.
- Ticket sales are going good for the gun raffle fund raiser. To date, the department has sold $2,876 in raffle tickets.
- The department has concluded testing and inspection of our fire hydrants. Of the 124 hydrants, 50 have failed for various reasons. A copy of the hydrant list, along with the issues, has been submitted to the City Administrator and Public Works Director.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: September 18, 2025

Re: Police Department Staff Report

**Officers:**

Staff have been using up their vacation and coming back refreshed and ready to work.

Officers are getting ready for Fall Fest and Halloween coming up next month. Hot dogs will be served again this year by the police department.

DARE is halfway done and is going well in our middle school.

**Police Clerk:**

SPV permits are at 97 for the year.

**Building:**

Roof was cleaned off by the city crew and is ready for winter.

**Vehicles:**

The 2020 Durango with 97000 miles is on Purple Wave and sold on September 16th2025 for $10,000.

**Matters of interest since the last meeting on Police Activity**:

We have had 46 dispatched/reported calls with 8 arrests and 17 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: September 23, 2025

Subject: Public Works Summary

1. Drained pool on the 29th of August and after all the rain
2. Milled Curb and gutter on West side of 100 block N Tracy Ave
3. Replaced setter at 115 S 2nd Ave
4. Blow out gutters at library and museum
5. Replaced a 50-amp and a 30-amp breaker at city park
6. Replaced motion sensor on light inside of shelter at city park
7. Poured 27.5 tons of polymer modified asphalt on 100 block of N Tracy Ave
8. Trimmed trees above streets along the parade route
9. Began trimming trees at city park (rained out did not finish)
10. Assisted the rec with moving office
11. Jason and Michael attended a class on Waste stabilization ponds in Haysville
12. Smoothed airport road and Sports complex parking lot with speed mover
13. Mortared in rocks around monument at Frisbee golf course
14. Replaced broken air separator in plasma cutter at shop
15. Repaired leak on fluoride feed pipe at well 8

Clearwater Senior Center

Staff Report

September 18, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

September, National Senior Center Month, has been a great month with many more exciting opportunities still to come. The seniors have loved the extra activities to celebrate their special month.

We continue to welcome new seniors who come in once to check it out, but find themselves coming back often.

A Matter of Balance classes started on Monday, September 15. Seven people have signed up for this class and this is the $4^{th}$ time we have offered this particular class for seniors. Wednesdays is when we have our Chronic Illness class. This class has 8 people enrolled. Chronic Illness is a favorite class among many seniors. Both of these classes are Evidence Based classes.

We are excited for Fall Fest and have been working on our booth items as well as our float.

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater**
**City Council Meeting**
**September 23, 2025**

**Indian Ridge Phase 2 GO Temp Note 2025**

---

**Context:** On August 26, 2025, the City Council adopted Resolution 15-2025 authorizing the sale of temporary notes for the Indian Ridge Phase 2 Improvements. The improvements consist of the following approved projects.

- Paving
- Sanitary Sewer
- Water

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

1. City Council will review the bids on September 23rd and **award the bid** and authorize the Mayor and City Clerk to execute the bid form.
2. **Adopt a Resolution** authorizing and directing the issuance, sale and delivery of general obligation temporary notes, series 2025, of the city of Clearwater, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other document and actions connected therewith.
3. **Authorize the Issuance** of General Obligation Temporary Notes Series 2025 and authorize the Mayor and Clerk to execute the closing documents**.**

**Financial:** The Temporary Note principal is $1,090,000. Maturity date for General Obligation Temporary Notes Series 2025 will be 10/01/2028.

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

**Recommendations/Actions:** Recommended Actions

1. Award Bid
2. Adopt Resolution
3. Authorize GO Temp Note 2025 Issuance

Gilmore & Bell, P.C.
09/16/2025

**EXCERPT OF MINUTES OF A MEETING**
**OF THE GOVERNING BODY OF**
**THE CITY OF CLEARWATER, KANSAS**
**HELD ON SEPTEMBER 23, 2025**

The governing body met in regular session at the usual meeting place in the City, at 6:30 P.M., the following members being present and participating, to-wit:

Absent:

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

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

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2025, dated October 9, 2025, of the City had been received. A tabulation of the bids is set forth as ***Exhibit A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of ROBERT W. BAIRD & CO., INC., MILWAUKEE, WISCONSIN, was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Councilmember ______________ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale. The motion was seconded by Councilmember ______________. The motion was carried by a vote of the governing body as follows:

Yea: ____________________________________________________.

Nay: ____________________________________________________.

There was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Councilmember ______________ moved that the Resolution be adopted. The motion was seconded by Councilmember ______________. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _________________________________________________________________.

Nay: _________________________________________________________________.

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

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

(Other Proceedings)

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

**CERTIFICATE**

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

(SEAL)

______________________________
Clerk

*EXHIBIT A*

**BID TABULATION**

**$1,090,000 CITY OF CLEARWATER, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES**

| | |
|---|---|
| Dated: October 9, 2025 | Sale Date: September 23, 2025 |
| Series 2025 | 11:00 A.M.., Central Time |
| | Max Interest Rate: 7.135% |

**BIDDERS**

## *EXHIBIT B*

## (BID OF PURCHASER)

Gilmore & Bell, P.C.
09/16/2025

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**RESOLUTION NO. 16-2025**

**OF**

**THE CITY OF CLEARWATER, KANSAS**

**ADOPTED**

**SEPTEMBER 23, 2025**

**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**

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**RESOLUTION**

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# RESOLUTION NO. 16-2025

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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

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

| Project Description | Res. No. | Authority (K.S.A.) | Estimated Amount |
|---|---|---|---|
| Paving | 05-2025 | 12-6a01 *et seq.* | $505,000 |
| Sanitary Sewer | 06-2025 | 12-6a01 *et seq.* | 485,000 |
| Water Distribution System | 07-2025 | 12-6a01 *et seq.* | 374,000 |
| ***Total*** | | | ***$1,364,000*** |

; and

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

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

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

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

**WHEREAS,** the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $1,090,000 to pay costs of the Improvements.

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

# ARTICLE I

## DEFINITIONS

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

**"Act"** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., and K.S.A. 12-6a01 *et seq*., all as amended and supplemented from time to time.

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

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

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

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

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

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

**"City"** means the City of Clearwater, Kansas.

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

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

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

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

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2025 created pursuant to ***Section 501*** hereof.

**“Dated Date”** means October 9, 2025.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2025 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

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

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

**“Defeasance Obligations”** means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

**“Event of Default”** means each of the following occurrences or events:

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

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

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

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

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

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

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

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

**“Improvement Fund”** means the Improvement Fund for General Obligation Temporary Notes, Series 2025 created pursuant to ***Section 501*** hereof.

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

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

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

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

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

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

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

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

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

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

**"Note Registrar"** means the State Treasurer and its successors and assigns.

**"Note Resolution"** means this resolution relating to the Notes.

**"Notes"** means the General Obligation Temporary Notes, Series 2025, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Robert W. Baird & Co., Inc.
777 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202
Fax: (414) 765-7346

(d) To the Rating Agency(ies):

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

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

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

**"Notice Representative"** means:

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

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

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

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

**"Official Statement"** means Issuer's Official Statement relating to the Notes.

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

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

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

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

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

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

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

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

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

**"Purchase Price"** means the principal amount of the Notes plus accrued interest to the date of delivery, plus a premium of $5,199.30, less an underwriting discount of $8,992.50.

**"Purchaser"** means Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, the original purchaser of the Notes, and any successors and assigns.

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

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

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

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

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

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

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

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

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

**“State”** means the state of Kansas.

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

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

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

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

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

## ARTICLE II

## AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2025, of the Issuer in the principal amount of $1,090,000, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay interest on the Notes; and (c) pay Costs of Issuance.

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

| **Stated Maturity October 1** | **Principal Amount** | **Annual Rate of Interest** |
|---|---|---|
| 2028 | $1,090,000 | 3.500% |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

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

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

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

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

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

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

## ARTICLE III

## REDEMPTION OF NOTES

**Section 301. Redemption by Issuer.**

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 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 thereon to the Redemption Date.

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

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

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

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

## SECURITY FOR NOTES

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

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

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

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

## ARTICLE V

## ESTABLISHMENT OF FUNDS AND ACCOUNTS
## DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

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

(b) Debt Service Account for General Obligation Temporary Notes, Series 2025.

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

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

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

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

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

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

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

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

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

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

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

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

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

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

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

**Section 507. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

## ARTICLE VI

## DEFAULT AND REMEDIES

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

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

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

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

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

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

## ARTICLE VII

## DEFEASANCE

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

## ARTICLE VIII

## TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with:

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

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

## ARTICLE IX

## CONTINUING DISCLOSURE REQUIREMENTS

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

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

## ARTICLE X

## MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**ADOPTED** by the governing body of the Issuer on September 23, 2025.

(SEAL)

________________________________________
Mayor

ATTEST:

________________________________________
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 23, 2025, as the same appears of record in my office.

DATED: September 23, 2025.

________________________________________
Clerk

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*EXHIBIT A*
**(FORM OF NOTES)**

| | |
|---|---|
| **REGISTERED** | **REGISTERED** |
| **NUMBER ____** | **$** |

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

**UNITED STATES OF AMERICA**
**STATE OF KANSAS**
**COUNTY OF SEDGWICK**
# CITY OF CLEARWATER
**GENERAL OBLIGATION TEMPORARY NOTE**
**SERIES 2025**

| | | | |
|---|---|---|---|
| **Interest Rate:** | **Maturity Date:** | **Dated Date: October 9, 2025** | **CUSIP:** |

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

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

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

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

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 2025," aggregating the principal amount of $1,090,000 (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-6a01 *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

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

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

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

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

**CITY OF CLEARWATER, KANSAS**

(Facsimile Seal)

By: (manual or facsimile)
Mayor

ATTEST:

By: (manual or facsimile)
Clerk

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

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

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

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

Registration Date: October 9, 2025

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

By: ______________________________

Registration Number: ______________________

---

**LEGAL OPINION**

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

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

(PRINTED LEGAL OPINION)

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**NOTE ASSIGNMENT**

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

______________________________________________
(Name and Address)

______________________________________________
(Social Security or Taxpayer Identification No.)

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

Dated ______________________

________________________________________
Name

________________________________________
Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By ______________________________________

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

The undersigned, Clerk of the City of Clearwater, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 9, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on October 9, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
09/16/2025

---

**TRANSCRIPT OF PROCEEDINGS**

**AUTHORIZING THE ISSUANCE**

**OF**

**$1,090,000**

**CITY OF CLEARWATER, KANSAS**

**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**

**DATED OCTOBER 9, 2025**

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**Legal Opinion**

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

**$1,090,000**
**CITY OF CLEARWATER, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**
**DATED OCTOBER 9, 2025**

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## CLOSING LIST

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

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

2. Ryan Peck, Esq., Wichita, Kansas ("Issuer's Counsel")

3. Attorney General of the State of Kansas

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

5. Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Original Purchaser")

6. Stifel, Nicolaus & Company, Inc., Wichita, Kansas (the "Financial Advisor")

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

Document
Number

### PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Indian Ridge at Clearwater Phase 2 - Paving Improvements**
   · Project Estimate
   · Map of Improvement District
   · Petition
   · Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 05-2025
   · Resolution No. 05-2025 authorizing paving improvements (recorded)
   · Affidavit of Publication of Resolution No. 05-2025

2. **Indian Ridge at Clearwater Phase 2 – Sanitary Sewer Improvements**
   · Project Estimate
   · Map of Improvement District
   · Petition
   · Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 06-2025
   · Resolution No. 06-2025 authorizing sanitary sewer improvements (recorded)
   · Affidavit of Publication of Resolution No. 06-2025

3. **Indian Ridge at Clearwater Phase 2 – Water Distribution System Improvements**
   ·Project Estimate
   ·Map of Improvement District
   ·Petition
   ·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 07-2025
   ·Resolution No. 07-2025 authorizing water distribution system improvements (recorded)
   ·Affidavit of Publication of Resolution No. 07-2025

## PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE NOTES

4. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 15-2025

5. Resolution No. 15-2025 authorizing the offering for sale of the Notes

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

7. Official Statement

8. Continuing Disclosure Undertaking

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

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

## CLOSING DOCUMENTS

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

12. Uniform Facsimile of Signature Certificates

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

14. Specimen Note and Printer's Certificate

15. Agreement Between Issuer and Agent

16. DTC Blanket Letter of Representations

17. Rating Letter
    ·Standard & Poor’s

18. Closing Certificate

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

## LEGAL OPINIONS

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

21. Approval letter of Attorney General

## MISCELLANEOUS DOCUMENTS

22. Closing Letter

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Gilmore & Bell, P.C.
09/16/2025

# TRANSCRIPT CERTIFICATE

**$1,090,000**
**CITY OF CLEARWATER, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**
**DATED OCTOBER 9, 2025**

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and do hereby certify as of September 23, 2025, as follows:

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

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

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

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

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

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

| Name | Title | Term of Office |
|---|---|---|
| Burt Ussery | Mayor | 04/2015 to 01/2028 |
| | Councilmember | 04/2013 to 04/2015 |
| Justin Shore | President/Councilmember | 01/2020 to 01/2028 |
| Crystal Walter | Councilmember | 01/2021 to 08/12/2025 |
| Jason Gordon | Councilmember | 08/12/2025 to 01/2026 |
| Tim Robben | Councilmember | 01/2022 to 01/2026 |
| Shirley Palmer-Witt | Councilmember | 01/2018 to 01/2028 |

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

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

**8. Authorization and Purpose of the Notes**. The Notes are being issued pursuant to Resolution No. [____] (the "Note Resolution") of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying costs of certain internal improvements (the "Improvements") authorized by the governing body of the Issuer pursuant to K.S.A. 12-6a01 *et seq*., all as amended, and all other applicable provisions of the laws of the State of Kansas.

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

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

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

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

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

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

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

Mayor

(SEAL)

Clerk



(Signature page to Transcript Certificate)

*EXHIBIT A*

**STATEMENT OF COST**

Re: General Obligation Temporary Notes, Series 2025, Dated October 9, 2025, of the City of Clearwater, Kansas

| | |
|---|---|
| **Sources of Funds:** | |
| Principal Amount of the Notes | $1,090,000.00 |
| Original Issue Premium | 5,199.30 |
| ***Total*** | ***$1,095,199.30*** |
| | |
| **Uses of Funds:** | |
| Deposit to Improvement Fund - Improvements | $972,853.50 |
| Deposit to Improvement Fund – Capitalized Interest | 94,527.22 |
| Deposit to Costs of Issuance Account | 18,826.08 |
| Underwriter's Discount | 8,992.50 |
| ***Total*** | ***$1,095,199.30*** |

*EXHIBIT B*

**CITY OF CLEARWATER, KANSAS**

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS**
**(as of October 9, 2025)**

**GENERAL OBLIGATION BONDS**

| Description of Indebtedness | Series | Dated Date | Maturity Date | Original Amount | Amount Outstanding | Amount Exempt From Debt Limit |
|---|---|---|---|---|---|---|
| General Obligation Bonds | 2013 | 03/29/2013 | 10/01/2028 | $440,000 | $105,000 | $51,167 (48.73%) |
| General Obligation Bonds | 2014 | 04/01/2014 | 10/01/2034 | 790,000 | 430,000 | 243,380 (56.60%) |
| General Obligation Bonds | 2015-A | 07/15/2015 | 10/01/2026 | 940,000 | 105,000 | 64,785 (61.70%) |
| General Obligation Bonds | 2017-A | 12/12/2017 | 12/01/2033 | 611,000 | 410,000 | 187,001 (45.61%) |
| General Obligation Bonds | 2021 | 09/27/2021 | 10/01/2042 | 400,000 | 355,000 | 28,364 (7.99%) |
| General Obligation Bonds | 2024 | 03/28/2024 | 10/01/2044 | 1,045,000 | 1,005,000 | 282,332 (27.68%) |
| General Obligation Bonds | 2025 | 08/28/2025 | 10/01/2045 | 1,525,000 | 1,525,000 | 1,093,578 (71.71%) |
| ***Totals*** | | | | | ***$3,935,000*** | ***$1,950,607*** |

**TEMPORARY NOTES**

| Description of Indebtedness | Series | Dated Date | Maturity Date | Original Amount | Amount Outstanding | Amount Exempt From Debt Limit |
|---|---|---|---|---|---|---|
| General Obligation Temporary Notes | 2023A | 04/13/2023 | 10/01/2026 | 1,015,000 | $545,000 | $545,000 (100%) |
| General Obligation Temporary Notes | 2023B | 12/14/2023 | 10/01/2026 | 1,700,000 | 1,700,000 | 1,113,160 (65.48%) |
| General Obligation Temporary Notes | 2024 | 09/17/2024 | 10/01/2027 | 5,705,000 | 5,705,000 | 5,705,000 (100%) |
| General Obligation Temporary Notes[1] | 2025 | 10/09/2025 | 10/01/2028 | 1,090,000 | 1,090,000 | 580,752 (53.28%) |
| ***Totals*** | | | | | ***$9,040,000*** | ***$7,943,912*** |

[1] This issue

601005.20094\CLOSEDOCS

**AGREEMENT BETWEEN ISSUER AND AGENT**

**$1,090,000**
**CITY OF CLEARWATER, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**
**DATED OCTOBER 9, 2025**

**THIS AGREEMENT**, dated as of October 9, 2025, between the City of Clearwater, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

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

Now, therefore, it is hereby agreed as follows:

## I. APPOINTMENT

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

## II. BASIC DUTIES

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

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

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

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

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

## III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, a registration fee of $30, plus a fee of $600.

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

## IV. STANDARD OF PERFORMANCE

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

### A. *STATEMENTS OF OWNERSHIP*

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

### B. *CERTIFICATED SECURITIES*

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

### C. *INTEREST CALCULATIONS*

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

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

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

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

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

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

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

G. ***REPLACEMENT OF SECURITIES***

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

H. ***REDEMPTIONS***

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

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

I. ***MISCELLANEOUS***

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

J. ***REPORTS***

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

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Note Resolution.

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**CITY OF CLEARWATER, KANSAS**

By _______________________________
Mayor

(SEAL)

ATTEST:

By _______________________________
Clerk

**OFFICE OF THE TREASURER OF THE STATE OF KANSAS**

(SEAL)

By _______________________________
Title ______________________________

***ATTACHMENT "A"***

SAMPLE

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

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

Gilmore & Bell, P.C.
09/16/2025

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

**$1,090,000**
**CITY OF CLEARWATER, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**
**DATED OCTOBER 9, 2025**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on October 9, 2025 (the "Closing Date"), the City of Clearwater, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, as the Underwriter (the "Underwriter") in distributing the Notes.

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

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

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**CITY OF CLEARWATER, KANSAS**

Dated: September 23, 2025

By: ______________________________
Clerk

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

Dated: ________________

By: ______________________________
Title: ____________________________

**DEPOSITORY TRUST COMPANY**

Dated: ________________

By: ______________________________
Title: ____________________________

# CLOSING CERTIFICATE

**$1,090,000
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025
DATED OCTOBER 9, 2025**

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of October 9, 2025 (the "Issue Date"), as follows:

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

**2. Transcript of Proceedings**. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated September 23, 2025 are true and correct as of this date and are incorporated in this Certificate by reference.

**3. Authorization and Purpose of the Notes.** The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.,* all as amended, and Resolution No. [____] of the Issuer duly adopted by the governing body of the Issuer on September 23, 2025 (the "Note Resolution") for the purpose of paying costs of issuance and paying costs of certain internal improvements (the "Improvements").

**4. Security for the Notes.** The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer and, if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer, with the balance payable, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

**5. Sale of Notes**. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated August 26, 2025 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

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

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

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

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**WITNESS** our signatures and the seal of the Issuer.

________________________________________
Mayor

(SEAL)

________________________________________
Clerk

[FORM OF BOND COUNSEL OPINION]

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

[October 9, 2025]

Governing Body
City of Clearwater, Kansas

Robert W. Baird & Co., Inc.
Milwaukee, Wisconsin

Re: $1,090,000 General Obligation Temporary Notes, Series 2025, of the City of Clearwater, Kansas, Dated October 9, 2025

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

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

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

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

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

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

The Notes are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

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

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

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

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

**GILMORE & BELL, P.C.**

**CONTINUING DISCLOSURE UNDERTAKING**

**DATED AS OF OCTOBER 9, 2025**

**BY**

**CITY OF CLEARWATER, KANSAS**

**$1,090,000**
**CITY OF CLEARWATER, KANSAS**
**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2025**
**DATED OCTOBER 9, 2025**

## CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of October 9, 2025 (the "Continuing Disclosure Undertaking"), is executed and delivered by **THE CITY OF CLEARWATER, KANSAS** (the "Issuer").

## RECITALS

**1.** This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Temporary Notes, Series 2025 (the "Notes"), pursuant to a Resolution adopted by the governing body of the Issuer (the "Note Resolution").

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

The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

**Section 2. Provision of Annual Reports.**

(a) The Issuer shall, not later than November 1 of each year, commencing with the year ending December 31, 2025, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

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

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

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

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

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

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

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

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

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

**Section 5.** **Dissemination Agents.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor

Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

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

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

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

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

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

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

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

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

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

**CITY OF CLEARWATER, KANSAS**

(SEAL)

______________________________
Mayor

______________________________
Clerk

*EXHIBIT A*

**FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT**

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

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

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

**City of Clearwater**
**City Council Meeting**
**September 23, 2025**

**Ordinance Amendment to Article 23-2 Fences**

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**Context:** The Planning Commission discussed Article 23-2 at the prior meeting and asked staff to prepare an amendment to the code to be reviewed during a public hearing.

The proper notice was sent for the hearing. The public hearing was posted in the Time Sentinel Newspaper on July 24, 2025 setting the hearing date for September 2, 2025 at 6:30pm. Since the amendment doesn't affect a specific property address, notices within 200' were not required.

The amendments to the code include the following added language:

- Fence permits are required prior to construction. All permit applications must be accompanied by a plot plan and an application for zoning compliance. The Zoning Administrator may require a photograph or sketch of the proposed fence.
- Fences are not permitted in the city right-of-way.
- Except as otherwise set forth in this Ordinance, permitted materials in residential districts for fences on all properties shall include:
  - new lumber and new wood boards;
  - split rail;
  - chain link;
  - wrought iron and decorative aluminum;
  - vinyl;
  - brick and masonry;
  - stone, rock and concrete block;
  - stucco;
- Prohibited materials in residential districts shall include but not be limited to:
  - sheet metal;
  - metal building siding and roofing materials;
  - corrugated metal or fiberglass;
  - barbed wire except as may be permitted for security requirements;
  - chicken wire;
  - plywood;
  - scrap wood;
  - scrap metal;
  - canvas, nylon or other non-rigid material or fabric;
  - cast-off, secondhand or other materials not originally intended to be used for constructing or maintaining a fence; and
  - stock fences.
- Conditional use for fences: The Board of Zoning Appeals may as a conditional use approve the construction of higher fences and/or permitted placement in the right-of-ay in any district if the Board finds that the public welfare is preserved.
- Any fence existing on the effective date of Ordinance No. ____ (September__, 2025) which has been previously approved by the City shall be allowed. However, if any such

fence is removed, then any new fence will need to comply with the then, existing city code.

- Repairment of a fence with the same material, size and location is not considered removed.

The Planning Commission is making a recommendation to council to approve the amended ordinance referring to fences within the Clearwater city limits.

**Financial:** None

**Legal Considerations:** City Attorney Scott Ufford has prepared the ordinance for council's consideration.

**Recommendations/ Action:** Accept the Planning Commissions recommendations and adopt the ordinance amending article 23-2.

**ORDINANCE NO. ______**

**AN ORDINANCE AMENDING ARTICLE 23-2 OF APPENDIX C – ZONING REGULATIONS OF THE CODE OF THE CITY OF CLEARWATER, KANSAS**

**WHEREAS,** the Planning Commission of the City of Clearwater, Kansas, has identified a need to modify the Zoning Regulations as they pertain to accessory structures; and

**WHEREAS,** pursuant to Article 23-2 of Appendix C of the Code of the City of Clearwater, Kansas, a hearing was held before the Planning Commission on September 2, 2025, to address the proposed modifications to the Zoning Regulations regarding fences; and

**WHEREAS,** the City of Clearwater, Kansas, wishes to amend its Article 23-2 of Appendix C to the Code of the City of Clearwater to modify its regulations regarding accessory structures

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER KANSAS:

**SECTION 1.**
Article 23-1 of Appendix C – Zoning Regulations of the Code of the City of Clearwater is hereby amended to read as follows:

**23-2. Fences.**

Except as otherwise specifically provided in other codes, ordinances, or resolutions, the following regulations shall apply to the construction of fences:

(1) Fence permits are required prior to construction. All permit applications must be accompanied by a plot plan and an application for zoning compliance. The Zoning Administrator may require a photograph or sketch of the proposed fence.

(2) Fences are not permitted in the city right-of-way.

(3) No fence shall be constructed closer to the street than the front setback line established for the district in which such fence is to be erected, except that fences installed upon public or parochial school grounds or in public parks and public playgrounds may be permitted by special use permit approved by the board of zoning appeals without any front yard setback limitation, providing the fence does not encroach on any required utility easements or cause any vision impairment for vehicles.

(4) No fence shall be constructed which will constitute a traffic hazard and no permit shall be granted for the construction of a fence unless the city building inspector has certified that the proposed fence will not constitute a traffic hazard.

(5) No fence shall be constructed in such a manner or be of such design as to be hazardous or dangerous to persons or animals.

(6) No person shall erect or maintain any fence which will materially damage the adjacent property by obstructing the view, shutting out the sunlight, or hindering ventilation, or any fence which shall adversely affect the public health, safety, and welfare.

(7) No fence, except fences erected upon public or parochial school grounds or in public parks and in public playgrounds, shall be constructed of a height greater than six feet; provided, however, that the board of zoning appeals may, by exception, authorize the construction of a fence higher than six feet if the board finds the public welfare is preserved.

(8) All fences shall conform to the construction standards of the building code and other applicable ordinances and resolutions.

(9) Except as otherwise set forth in this Ordinance, permitted materials in residential districts for fences on all properties shall include:
   a. new lumber and new wood boards;
   b. split rail;
   c. chain link;
   d. wrought iron and decorative aluminum;
   e. vinyl;
   f. brick and masonry;
   g. stone, rock and concrete block;
   h. stucco;

(10) Prohibited materials in residential districts shall include but not be limited to:
   a. sheet metal;
   b. metal building siding and roofing materials;
   c. corrugated metal or fiberglass;
   d. barbed wire except as may be permitted for security requirements;
   e. chicken wire;
   f. plywood;
   g. scrap wood;
   h. scrap metal;
   i. canvas, nylon or other non-rigid material or fabric;
   j. cast-off, secondhand or other materials not originally intended to be used for constructing or maintaining a fence; and
   k. stock fences.

(11) Fences shall be exempt from the provisions of section 23-3; however, the city retains the right to remove any fence for right-of-way purposes.

(12) Conditional use for fences: The Board of Zoning Appeals may as a conditional use approve the construction of higher fences and/or permitted placement in the right-of-way in any district if the Board finds that the public welfare is preserved.

(13) Any fence existing on the effective date of Ordinance No. ____ (September__, 2025) which has been previously approved by the City shall be allowed to remain as constructed so long as the fence complies with the city code or approved zoning variance applicable at the time of its construction. However, if any such fence is removed, then any new fence constructed shall comply with all current provisions of the city code.

a. Any fence that is repaired with the same material that is of the same size and at the same location is not considered removed for the purposes of this section.

**SECTION 2.**

This Ordinance shall take effect and be in force thirty (30) days from and after its publication in the official city newspaper.

PASSED AND APPROVED this 23rd day of September, 2025

______________________________

Burt Ussery, Mayor

ATTEST:

______________________________

Jaye Poe, City Clerk

**City of Clearwater**
**City Council Meeting**
**September 23, 2025**

**Berm in Alley between 1st and Prospect**

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**Context:** At the June 24th meeting Hank Pate, owner of 201 S 1st street, spoke during the public forum stating his front lawn is holding water since the curb and guttering was installed. He did state that the water was not going inside his house but with the heavy rains water was standing in his front yard during the June 2nd rain when 4" came down in a short period. Council asked staff and CED to review the property.

On July 3rd we met with Mr. Pate and his neighbor and can clearly see 201 S 1st is the lowest property on the block and all the water is designed to run behind. The grade was looked at again by CED and the curb is lower than the house and is in line with the entire street. 200 block of S 1st is supposed to drain to the north into the ditch along Kansas.

CED informed the owner that a flume can be installed. A flume would look similar to a sidewalk ramp, but it would stop several feet into the front yard. This would allow water to drain away; however, it would also allow water to run into the yard. Mr. Pate was given the option to have it installed or not and decided he did not want it installed.

When looking at the alley the owner to the south had installed a small berm behind their fence to help divert water from their fence. Mr. Pate had asked if the city could install a berm to help the flooding on his property.

*Considerations:*

- We are not sure if the berm will be effective in keeping water from the property.
- Building a berm may keep water in the alley and cause issues. The alley grade has a minimal slope and alleys are designed for water to run off the center onto the sides. If the berm is built it may cause the alley to hold water.
- The owner to the south installed their own berm and did not ask for the city's help.
- The pictures of water standing were on a day when a lot of rain came down in a short amount of time. The owner did say the water drained away. CED was monitoring the property since, and there doesn't appear to be a problem since.

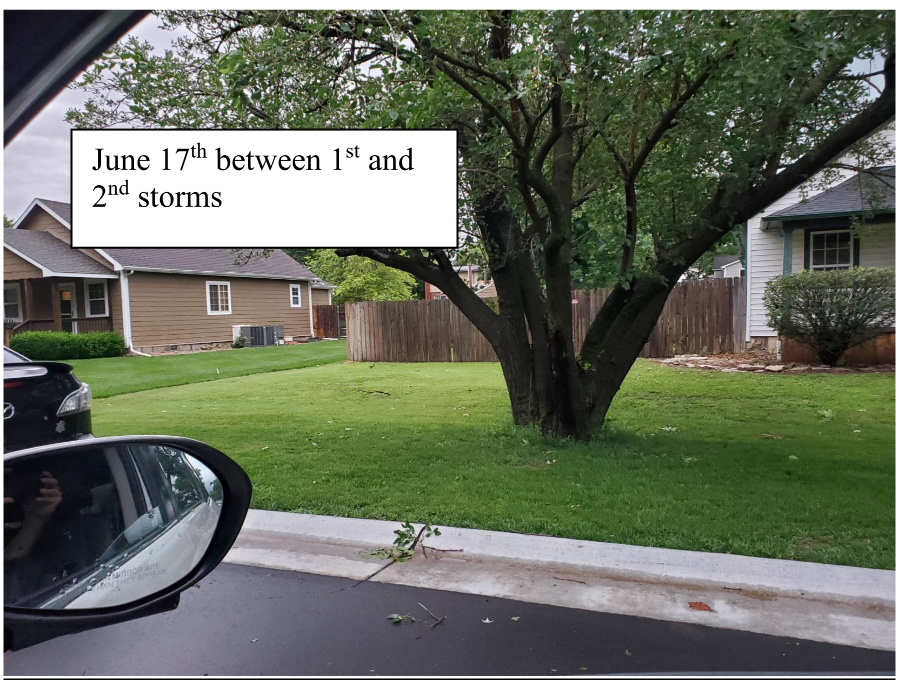
**Financial:** If the city were to install, the cost would be around $1,200. If approve this would be paid from General Fund Public Works contract labor line item.

**Legal Considerations:** Review and Comment as necessary.

**Recommendations/ Action:** Review the impacts of installing a berm in the north 200 block of the alley between 1st and Prospect.


June 3rd


June 14th


June 17th between 1st and 2nd storms

**City of Clearwater**
**City Council Meeting**
**September 23, 2025**

**The River Church Special Event Permit**

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**Context:** City Clerk Poe received a request to use City Park for The River Tailgate Party. Rusty Sizemore has submitted a Special Event Permit Request for use of City Park. They have already reserved the shelters for the event and would like permission to bring in a flatbed trailer for the day.

Rusty Sizemore's message:

> *Our church loves being part of Clearwater, and one of the ways we do that each year is by hosting our **Tailgate Party — and this year, it's happening at Clearwater Park.***
> *The event is on **Sunday, September 28 (the last Sunday in September)**, and here's the game plan:*

- ***Tailgate Service:** 11:00 am (outdoor worship service)*
- ***Tailgate Party:** 12:00 pm (picnic, inflatables, and plenty of food!)*

> *We're requesting permission to position a **flatbed trailer** on the grass to use as a stage for our band. The trailer is approximately **8.5 feet wide and 20–24 feet long** — nothing massive, just enough to get the band up where people can see and hear clearly. Our plan is to position the trailer near the south sidewalk on the grass.*
> *After the service, we'll roll straight into the **Tailgate Party**. Our folks are setting up multiple tailgate tents with food — and when I say food, I mean a lot of food. Think BBQ, burgers, pulled pork, hot dogs, wings, casseroles, desserts, and all kinds of sides. Nobody ever leaves hungry.*
> *If you come, **bring your own lawn chairs** and an appetite. We'll provide the drinks, the paper products, and the shade tents.*
> *We'd love for you and your families to come join us — not just to check out the event, but to hang out, eat, and enjoy the day with us. It's one of our favorite community traditions, and we'd be honored to have you there.*
> *Please let me know if there are any specific forms or guidelines we need to follow for using the trailer in the park.*
> *Thanks so much for your time — and for all you do to make Clearwater a great place to live.*
> *Sincerely,*
>
> *Rusty Sizemore*
> *Pastor, The River*

**Financial:** There is no financial consideration for the City.

**Legal Considerations:** Review and comment as necessary.

**Recommendations/Actions:** Approve The River's request for the special event at City Park.

# CITY OF CLEARWATER, KANSAS
## SPECIAL EVENT PERMIT
### ON PUBLIC PROPERTY WITHIN THE CLEARWATER CORPORATE LIMITS

Please return to the City building a minimum of **60 days** prior to the event.

**Permitee:** Rusty Sizemore

**Permitee Group or Organization** (if any)**:** The River

**Permitee Address:** 321 N. 4th St. Clearwater, KS 67026

**Permit Date(s):** Sunday, September 28th, 2025

**Permit Hours**: 9 a- 2 p

**Description of the Area to be Utilized Pursuant to this Permit:** Place an 8.5' wide by 24-30' flatbed railer on the grass. Our band will play from the trailer during the outdoor service. The trailer will be located close to the south sidewalk near the parking lot on the grass, running east to west.

**Description of Special Event Activities Permitted Pursuant to this Permit**: Outdoor service for our community wide picnic called the "Tailgate Party". Also need access to any outdoor electrical outlets nearby that might be locked or secured so we can run 120 power for our equipment.

**Permit Conditions:**

1. Hours of Operation: Pursuant to this permit, the above-described Area to be Utilized Pursuant to this Permit is permitted to be utilized for the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

2. Street Closure: The following street(s) are to be closed to non-emergency traffic on the Permit Date(s) during the Permit Hours: None

3. Parade: One parade spanning from None to ____________________ shall be permitted on one of the Permit Date(s) during the Permit Hours. In accordance with Section 8 below, Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for the removal of any trash or other debris generated during the course of such parade.

4. Posting: During the entire time this special event permit is in effect, it shall be conspicuously posted within the above-described Area to be Utilized Pursuant to this Permit.

5. Emergency Vehicle Access: A clear path for emergency vehicle access should be maintained across and through the above-described streets on the Permit Date(s) during the Permit Hours.

6. Setbacks: All carnival rides, amusements, midway games, concessionaire stands and equipment as well as all other temporary structures erected in the above-described Area to be Utilized Pursuant to this Permit shall be set back not less than forty (40) feet from all street rights-of-way not closed to non-emergency traffic as set forth above.

7. Adequate Sanitary Facilities: Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for assuring that the above-described Area to be Utilized Pursuant to this Permit contains adequate sanitation facilities. Adequate sanitation facilities shall be determined on the basis of one (1) temporary restroom facility per one hundred (100) estimated people in attendance per hour. In this regard, Permitee, in conjunction with the Permitee Group or Organization (if any), shall provide 0 (_) porta potties, properly secured by stakes to the ground, to be utilized in conjunction with the above-described Special Event Activities within the above-described Area to be Utilized Pursuant to this Permit. Additionally, the City of Clearwater will also open its public restroom facilities located within the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

8. Trash: Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for providing the appropriate number of trash containers to contain any trash or other debris generated during the above-described Special Event Activities within the Area to be Utilized Pursuant to this Permit, including the placement of containers by all concession areas. Permitee, in conjunction with the Permitee Group or Organization (if any), is also responsible for the removal of any trash or other debris generated during the course of the above-described Special Event Activities from the Area to be Utilized Pursuant to this Permit as well as its surrounding vicinity.

9. Indemnification: Permitee, in conjunction with the Permitee Group or Organization (if any), shall assure that the City of Clearwater is indemnified against any and all losses incurred in connection with the above-described Special Event Activities by procuring and attaching to this Permit the following insurance coverage which names and indemnifies the City from any and all liability in this regard on a primary and non-contributory basis and includes a waiver of subrogation in favor of the City of Clearwater:

- General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 per aggregate;
- Workers' compensation coverage for all event employees or volunteers; and
- Umbrella insurance with limits no less than $1,000,000.

10. Permits: A Special Event Permit fee of $25.00 is required to be paid to the City of Clearwater prior to Permit issuance. The Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for filing and obtaining all additional necessary and/or appropriate permits and licenses. All costs of such permits and licenses will be the responsibility of the Permitee, in conjunction with the Permitee Group or Organization (if any).

11. Compliance: Strict compliance with all applicable state and local statutes, codes, ordinances, resolutions, rules and regulations as well as the terms and conditions of this Special Event Permit is a condition precedent to the continued validity of this Permit. Any failure to comply immediately nullifies the validity of this Permit. Upon written notice of such nullification to the Permitee or any other member of the Permitee Group or Organization (if any) from the Mayor of the City of Clearwater, all of the above-described Special Event Activities shall immediately terminate. Any continuation of the above-described Special Event Activities in violation of such written notice of nullification may constitute violation(s) of applicable state and local statutes, codes, ordinances, resolutions, rules and regulations.

ISSUED this 23 rd day of September, 2025.

MAYOR, BURT USSERY

SEAL
ATTEST:

CITY CLERK, JAYE POE