



City of Clearwater Council Meeting Agenda
Tuesday October 28, 2025, at 6:30pm
129 E Ross Clearwater, KS 67026

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1. **Call to Order/ Invocation and Flag Salute**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. **Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [Previous Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
 - c. [Accept Resignation](#)
 - d. [Municipal Judge Agreement 2025](#)
 - e. [Municipal Prosecutor Agreement 2025](#)
 - f. [Mayoral Appointment - Fire](#)
6. **[Staff Reports](#)**
7. **Business**
 - a. **Action:** [Adopt Resolution Calling for Temp Notes – Indian Ridge PH 2](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1125

Resolution: 18-2025

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**
October 14, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

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

The following staff members were present:

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

Others present who spoke:

Larry Kleeman. Kendall Pierce was present via GoTo Meetings.

3. Approval of Agenda

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

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Mayoral Appointment – Fire Department

Accept Resignation – Fire Department

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council asked if the City would continue with the current insurance, Zollinger stated that the renewal for Blue Cross and Blue Shield have not been received yet but a decision will be made after it is received and reviewed. Zollinger noted that alternative packages may be considered if the renewal terms are not favorable for employees. Robben asked how the budgeting is done for health insurance, Zollinger stated that a 7% increase is usually worked into the budget but depends on employee and employer costs. Mayor Ussery reiterated that there would be no workshop following tonight's meeting as the ISO document has not been received.
- Fire Department – Courtney Zollinger – Council inquired the difference of wildland and structured PPE, Zollinger believes it to be gloves and head protection but needs clarification from Chief Dinwiddie. Warkins asked if it should be worked into the budget since one of the grants was denied, Zollinger confirmed that it's worked into the budget already, the department looks for grant opportunities for the older gear to get switched out earlier than maybe needed. Council asked if different gears were used for the wildland work, Zollinger stated that different gear is used, and different task forces are used for large fires vs. wildland. Council inquired about the fire district coming into the City, Zollinger mentioned that records on auto/mutual aid given and received will be gathered. Zollinger and Chief Dinwiddie listened in on a call today with the County Commissioners discussing this topic. Zollinger reported that Fire District 1 has formed a committee to evaluate its current operations and

the aid provided to Cheney, Clearwater, Mount Hope, Valley Center, and Colwich. Although these cities maintain their own fire districts and do not pay taxes into Fire District 1, they receive auto or mutual aid from them raising questions about equity in service and funding. The committee drafted a Resolution for Sedgwick County to consider. The County Commissioners discussed the resolution today but have not adopted it. During the discussion, they raised concerns about the lack of communication with the affected cities and expressed interest in organizing a joint meeting with the affected local leaders to explore potential collaboration. Preliminary financial estimates from the County indicate that if all relevant cities and townships were incorporated into Fire District 1 and paid into it, the mill levy could potentially be reduced from 17 to 14. Clearwater will evaluate the current mill levy to operate the Fire Department, the aid given outside of district and the training of the department. Clearwater's current ISO rating is a 4, while some nearby areas served by Sedgwick County have ratings as low as 2 due to hydrants. Although no formal request has been made yet, Zollinger anticipates a future invitation for the Mayor, herself, and Jared to participate in a discussion with County and affected community leaders. Any decision for Clearwater to join Fire District 1 would require formal action by the City; the County cannot legally impose a tax on townships or districts that is currently not within Fire District 1. For townships. The City would have to sign an agreement, and a township would have to petition. Clearwater has an agreement with Ninnescah Township that started in 1959 with no indication of interest in leaving that arrangement. Robben asked whether Clearwater's ISO rating would improve if the City paid into the County's fire district. Zollinger responded that it could have an impact, as Clearwater currently operates a hydrant-based system and has an ISO rating of 4, whereas Sedgwick County is rated at 2. However, Clearwater's fire district does not currently extend five miles beyond the fire station. If Sedgwick County were to take over, rural areas without hydrant access would still be rated at a 4. Zollinger further explained that if no station were established in Clearwater and service were provided solely from stations in Goddard or Haysville—both over seven miles away—then rural properties could be rated a 10 due to distance from a responding station. However, it was not discussed on the intention of putting in stations. Robben stated that he believes the intention is to seek funding for mutual aid and wondered if paying into that would help Clearwater's ISO. He also emphasized that Clearwater is a volunteer department and handles most of its own calls. Zollinger confirmed that Clearwater has responded to all but three calls so far this year. Mayor Ussery noted that if Sedgwick County were to assume responsibility for fire services in Clearwater, the estimated cost would be approximately \$800,000—equivalent to 16–17 mills. In comparison, the City currently levies about 7 mills for fire services, generating roughly \$90,000 annually. He emphasized that even with the increased cost, the ISO rating may not improve, as those ratings are primarily influenced by the location. If the county assumed responsibility, we could still maintain our own department with the support of our own mill levy. There would be an additional mill levy on top of that, that the taxpayers would pay, not the city, to support the county. Mayor Ussery stated decisions in the future will be driven by responsiveness first and money second. It was noted that Clearwater already partners with Sedgwick County for EMS services, which are provided 7 days a week, 12 hours a day and the City supports ourselves 50 percent of the time. Residents currently pay taxes to support this service. Zollinger will gather all information on mutual aid given, received and history to take to the discussion with the County.

- Police Department – Kirk Ives – None.
- Public Works/Parks – Cole Hollis – Palmer-Witt asked about the rebuilt post lamps at City Park, Hollis stated that it was normal wear and tear, they had to be rebuilt as the company who made them are no longer in business. Robben asked about the paint coming off on the West end of the pool, Hollis said it is due to the slides and the water flow/ turbulence there. It will be painted again this year. Mayor Ussery mentioned painting the hydrants to beautify the city, Zollinger stated that Chief Dinwiddie is not in favor of doing that again. The Chief prefers hydrants be painted according to their water pressure ratings to assist emergency personnel in quickly identifying available pressure at a scene. Council inquired about the bridge project, Hollis said it was to start on October 27th, but was unsure of the length.
- Senior Center – Amber Ives– None.

7. Business

a. Petition Amendment for Indian Ridge Phase 2 Paving

In March 2025 the Governing Body accepted the petitions for improvements for Indian Ridge phase 2. After the paving bids were received at the end of September, they were above the engineer's estimates. This required Lagaly Properties to submit a revised petition stating to cover the expenses. The original petition for paving was \$505,000 paid by improvement district. The new petition is for \$672,000 to cover the construction costs, engineering costs and all inspection costs. The council will need to approve this revised petition and adopt resolution 17-2025 so the amounts can legally be part of the final financing. Shore asked how this would affect the specials, Zollinger stated that it would increase them but she does not have the dollar amount yet.

Motion: *Robben* moved, *Warkins* seconded to accept the petition and adopt Resolution 17-2025 Authorizing and Proving for the making of the paving improvements. Voted and passed unanimously.

b. Award Paving Bid for Indian Ridge Phase 2

In February, Council approved Resolution 05-2025 authorizing paving for Indian Ridge Phase 2, now 17-2025 for the amendment. Paving bids were opened Thursday, September 25 at 11:30 am. Three responses were received with Pearson Construction being the lowest bid at \$506,496.30, the other two companies were APAC bidding at \$575,073.40 and Conspec bidding at \$575,235.40. These are part of the special assessment to be rolled into permanent financing. Council inquired about the engineer's estimate, Zollinger stated it was \$349,000. They asked if there was something missed in the estimate, Zollinger stated that CED and Garver reviewed the bids and could only think that the companies did not need the work which is not uncommon. Shore asked if the bids should be put out for longer and broaden the reach, Zollinger and Warkins do not believe it is necessary after both engineers had reviewed it. Council asked if the cost will include streetlights, Zollinger stated that Everygy gives a budget to the developer, so it is never included in the construction since they get the money back from electric bills.

Motion: *Warkins* moved, *Shore* seconded to approve the Notice of Award to Pearson Construction for paving improvements to Indian Ridge Phase 2 for \$506,496.30. Voted and passed unanimously.

Motion: *Warkins* moved, *Palmer-Witt* seconded to authorize the Mayor to sign the construction documents when ready. Voted and passed unanimously.

c. Certified Engineering Design, P.A. Indian Ridge Phase 2 Engineering Service Contract

Certified Engineering Design, P.A., CED, is City of Clearwater engineer. They review all infrastructure plans to ensure they are designed according to the City's code and in the best interest of the infrastructure. Garver has been hired as the engineer for Indian Ridge and CED, as the city's engineer, should review the plans and consult the engineer and contractors on the project and conduct onsite inspection during the construction phase. The city's engineer cost is part of the overall cost of the project and will be rolled into the special assessments of the properties. CED's portion of the paving project is not to exceed \$39,854.

Motion: *Shore* moved, *Robben* seconded to authorize the Mayor to execute the engineering services contract between City of Clearwater and Certified Engineering Design, P.A. for engineering services for Indian Ridge Phase 2 paving. Voted and passed unanimously.

d. Funding Options for Indian Ridge Phase 2 Paving

The engineers estimates were higher for Indian Ridge Phase 2 water and sewer with the bids being received a few months ago. The temp note process started with the bid amounts rather than engineers estimates. The construction services and paving petition were added to this process. Instead of taking the petition amounts, which were much higher, we took the bid amounts and one petition (Paving), this has left funding short about \$182,000. Zollinger looked at different options such as CD's or starting another temporary note process. The CD wouldn't work due to limitations and final financing timing and the terms the city has been using for CD's are 1 year or less. The temp note would provide the necessary funds by mid-December; however, the City may need to cover the initial one or two invoices from cash flow before reimbursement began. If Council chooses to move forward with the temporary note, that process would begin at the next meeting. The construction contract was awarded tonight. The contractor has 30 days to begin work, followed by a 40-working-day completion window. Work is expected to begin in mid-November, with funding by mid-December, which is when we typically start seeing invoices come in, they usually are sent every 30 days. Mayor Ussery asked if the

Contractor would be willing to pay for it, Zollinger said it is an option and will ask Bryan tomorrow. Shore asked if the sales tax could be utilized, Zollinger mentioned that our money would be tied up for the length of time until it goes to final financing which would be 3 years, and the road project bond comes due prior to that which is what the sales tax is for. Larry had mentioned the note being called sooner, which means the property owners would start paying specials sooner but would be less interest. Mr. Kleeman said there was 3 years' worth of interest built into the temp note that was just issued, so the extra could go to the project cost instead of interest. Mr. Kleeman mentioned that this kind of thing happens every once in a while and is not uncommon to issue a second temp note. Zollinger believes that the temp note is the safest way to avoid tying up cash overflow. Council consensus was to bring the temp note to the next meeting for approval.

e. Update: 130 N Grant

At the May 13th Meeting, Council held a nuisance hearing for 130 N Grant stating a fence could be put up but all other planting containers needed to be behind the fence and the property must still maintain compliance. A 60-day grace period was given at that time but then extended until October 14th due to circumstances. The fence was constructed as of Friday, but buckets and tall grass remained. As of today, the buckets have been removed and the grass on the exterior of the fence has been mowed but there are still tall weeds behind the fence. Mr. Pierce spoke with Mr. Mishler today who told him that he plans on clearing up the rest of the weeds when it dries out. Zollinger stated that since the weeds on the inside still need to be taken care of, an extension would need to be granted or the Resolution be adopted tonight. Mr. Pierce requested that Council grants an extension and he will be out to check the property early next week.

Motion: Warkins moved, **Robben** seconded to extend the nuisance hearing for 130 N. Grant for 2 weeks. Voted and passed unanimously.

9. Governing Body

Shore – Asked if information was given about the bridge project so notification can be sent out, Zollinger stated that information has not been received, but will get with Sedgwick County.

Warkins – Asked if any offers have been received for the property on 135th and 95th, Zollinger said no offers have been received. Warkins thought the Fall Festival went good this year minus the large gap of volunteers. The dates for next year will be later in October due to the carnival scheduling around Labor Day. Clearwater is fortunate enough to still have a carnival as many other communities have lost it which is why the festival is scheduled around the carnival. Warkins mentioned Officer Jacks doing a good job with the donut eating contest.

Palmer-Witt – Will be gone for the next meeting and also heard great things about the festival.

Robben - None

Ussery – Reiterated the positive feedback from the festival and mentioned the community events coming up downtown.

10. Executive Session

None.

11. Adjournment

Motion: Palmer-Witt moved; **Warkins** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:19 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 October 14th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 28th day of October 2025.

Jaye Poe, City Clerk

Check Register Report

Date: 10/21/2025

Time: 1:49 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
52074	10/22/25	Printed			AAA PORTA	AAA PORTABLE SERVICES, INC.	AYSO PORTA JOHN 10-17 - 11-3	241.50
52075	10/22/25	Printed			ADVG COMM	ADVANTAGE COMMUNICATIONS	New Speaker Mics	98.91
52076	10/22/25	Printed			AMAZON BUS	AMAZON BUSINESS	PUBLIC WORKS UNIFORMS	984.63
52077	10/22/25	Printed			AXON	AXON ENTERPRISE, INC	NEW AXON BODY CAMERA	833.00
52078	10/22/25	Printed			BB LUMBER	B & B LUMBER	STRAW FOR REC	33.75
52079	10/22/25	Printed			BECKER BRO	BECKER BROS.	LIBRARY CAPACITOR	142.41
52080	10/22/25	Printed			CONRAD FR	CONRAD FIRE EQUIPMENT, INC	NEW INTAKE VALVES FOR E 72	4,367.18
52081	10/22/25	Printed			CORE & MN	CORE & MAIN LP	METERS	2,680.00
52082	10/22/25	Printed			CREATIVE P	CREATIVE PRODUCT SOURCING, INC	DARE SUPPLIES	149.30
52083	10/22/25	Printed			FIRST WIRE	FIRST WIRELESS, INC.	800 RADIO INSTALL E 71	339.74
52084	10/22/25	Printed			GARRETSON	GARRETSON EQUIPMENT	FILL SAND AND ROCK	713.65
52085	10/22/25	Printed			GRAINGER	GRAINGER	WELL #2 REBUILD FITTINGS	1,416.38
52086	10/22/25	Printed			GT DIST	GT DISTRIBUTORS, INC	3 VESTS LT & BOTH SGTS	5,032.29
52087	10/22/25	Printed			HOME DEPOT	HOME DEPOT	FENCE SUPPLIES	146.23
52088	10/22/25	Printed			J & H STRG	J & H STORAGE	PD STORAGE UNIT RENT	65.00
52089	10/22/25	Printed			JACKS JUST	JUSTIN JACKS	PATROL BOOTS - Jacks	162.60
52090	10/22/25	Printed			KDHE2	KS DEPT OF HEALTH & ENVIRON.	TESTING WATER LAB	396.00
52091	10/22/25	Printed			LEAS FIN P	LEASE FINANCE PARTNERS	COPIER LEASE CITY AND PD	568.94
52092	10/22/25	Printed			LEE REED E	LEE REED ENGRAVING, INC.	ROBBEN COUNCIL PLAQUE 2025	72.30
52093	10/22/25	Printed			LIN	ASHLEY LINDAL	CINNAMON ROLLS FOR NOV MEAL	70.00
52094	10/22/25	Printed			MERIDIAN	MERIDIAN ANALYTICAL LABS, LLC	LAB TESTING	590.35
52095	10/22/25	Printed			MIES	MIES CONSTRUCTION	WATER & SEWER IMPROVE IR PH2	76,749.61
52096	10/22/25	Printed			MILLS RUSS	RUSSELL L. MILLS	COURT APPOINTED ATTY SERVICES	100.00
52097	10/22/25	Printed			MIZES	MIZE'S THRIFTWAY	EVENTS FALL FESTIVAL	80.37
52098	10/22/25	Printed			MULVANE CO	MULVANE COOP	FUEL STABILIZER	57.25
52099	10/22/25	Printed			ORKIN	ORKIN	PEST CONTROL CITY FD PD SR CTR	208.52
52100	10/22/25	Printed			PETTY CASH	PETTY CASH	PUBLIC WORKS CAR WASH	30.00
52101	10/22/25	Printed			RA01	PITNEY BOWES	POSTAGE	300.00
52102	10/22/25	Printed			PCC	PROFESSIONAL CODE COMPLIANCE	OCTOBER CODE COMPLIANCE	1,700.00
52103	10/22/25	Printed			PEC	PROFESSIONAL ENGINEERING CONS	SR CTR NEW ADDITION PROF SERV	5,247.03
52104	10/22/25	Printed			RANSON	RANSON FINANCIAL GROUP LLC	GO BOND TEIMP NOTE 2025	8,100.00
52105	10/22/25	Printed			ROASTER JO	ROASTER JOE'S	CITY HALL DRINKING WATER	46.98
52106	10/22/25	Printed			SG CO DOF	SEDGWICK COUNTY	SEPTEMBER PRISONER HOUSING	31.35
52107	10/22/25	Printed			SG CO ELEC	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,660.72
52108	10/22/25	Printed			ST KS ATTY	STATE OF KANSAS	GO TEMP 2025 IND RDG PHASE 2	270.00
52109	10/22/25	Printed			TIMES NWSP	TIMES-SENTINEL NEWSPAPERS	VARIANCE HEARING 240 S. THIRD	182.76
52110	10/22/25	Printed			TRUE2U	TRUE2U AUTOMOTIVE, LLP	BATTERY PARK GLEN GENERATOR	209.95
52111	10/22/25	Printed			TRUGREEN	TRUGREEN	ARMY WORM APPLICATION	2,951.98
52112	10/22/25	Printed			TYLER TECH	TYLER TECHNOLOGIES	MUNI JUST DATA/FIN MIG PRO 10	6,605.00
52113	10/22/25	Printed			UNIFIRST	UNIFIRST CORPORATION	MATS CITY AND PD	43.95
52114	10/22/25	Printed			USSERY BUR	BURT USSERY	HOTEL & MILEAGE LKM CONFERENCE	472.38
52115	10/22/25	Printed			WL01	WHITNEY LANDSCAPING	SP COMP OVERSEED/SR CTR MOW	6,623.00

Total Checks: 42

Checks Total (excluding void checks):

130,775.01

Total Payments: 42

Bank Total (excluding void checks):

130,775.01

Check Register Report

Date: 10/21/2025

Time: 1:49 pm

Page: 2

City of Clearwater

BANK: EMPRISE BANK - EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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EMPRISE BANK - EFT Checks

3869	10/22/25	Printed			VISA	CARDMEMBER SERVICES	DISPUTE REFUNDED	3,002.41
3871	10/22/25	Printed			SAMS CLUB	SAM'S CLUB	FALL FESTIVAL PARADE CANDY FD	1,490.12

Total Checks: 2

Checks Total (excluding void checks): 4,492.53

Total Payments: 2

Bank Total (excluding void checks): 4,492.53

Total Payments: 44

Grand Total (excluding void checks): 135,267.54

City of Clearwater
City Council Meeting
October 28, 2025

Resignation –Volunteer Fire

Context: Please accept the resignation of Abigail Sherbondy as Volunteer Firefighter. She is relocating and will no longer be able to serve on the department.

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Accept the resignations.

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of September, 2025, by and between THE CITY OF CLEARWATER, KANSAS, (the "City"); and The Honorable Becky Hurtig (the "Judge").

WHEREAS, the City desires a contractual relationship with the Judge upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS, the Judge desires to provide professional services for the City upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Duties:

1.1 The City shall contract with the Judge to perform the functions and duties as its Judge in municipal court for the City of Clearwater with all of the authority and powers provided therefore under the laws of the State of Kansas and the ordinances of the City.

1.2 The Judge shall also perform such other legally permissible and proper functions and duties as may be required by law or ordinance.

Section 2. Term.

2.1 The term of this agreement shall commence on its execution, and shall terminate May 31, 2027, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one-year terms, on the terms and conditions herein provided unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the date of automatic renewal and extension.

2.2 Nothing in this agreement shall be construed to prevent, limit or otherwise interfere with the right of the Governing Body of the City to terminate the services of the Judge at any time, or with the right of the Judge to resign from his position.

2.3 The Judge is not an employee of the City. She shall have the freedom to accept all other attorney work that is in compliance with the Kansas Supreme Court Rules for Professional Conduct governing attorneys. The Judge agrees not to accept any legal work that would create a conflict of interest as defined by those rules governing attorneys.

2.4 Both parties agree that the City is contracting for the personal services of the Judge. Both parties recognize that special circumstances may arise when Judge will be unable to

attend court for reasons of illness, travel conflicts, etc. In those instances, the Judge may provide a replacement attorney to act as municipal Judge at Judge's own expense. However, the parties agree that such instances will be unusual and rare.

Section 3. Payment and Services.

3.1 The City shall pay the Judge \$1,175 per month payable on a monthly basis. The City agrees to adjust such payment to the Judge as specified herein, in such amounts and to such extent as the Governing Body of the City may deem appropriate.

3.2 The Judge shall provide services to the City of Clearwater in its municipal court, which shall include, but not be limited to, presiding over the legal proceedings of the municipal court system with the City of Clearwater.

3.3 The Judge shall maintain her law license with the Supreme Court of the State of Kansas. If at any time, the Judge fails to remain in good standing, this contract and all obligations of the parties will immediately cease.

Section 4. General Provisions.

4.1 The text hereof shall constitute the entire agreement between the parties. All prior agreements between the parties are hereby made null and void.

4.2 Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.

4.3 Should any provision of this agreement, or any portion thereof, be held unconstitutional, invalid or unenforceable, the remainder of this agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.

The parties have caused this agreement to be executed the day and year written above.

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor



Honorable Becky Hurtig, Judge

CONTRACTOR AGREEMENT

THIS **AGREEMENT** is made and entered into this 28th day of October, 2025, by and between THE CITY OF **CLEARWATER, KANSAS**, (the "City"); and **J. Larry Linn** (the "Prosecutor").

WHEREAS, the City desires a contractual relationship with the Prosecutor upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS, the Prosecutor desires to provide professional services for the City upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Duties:

1.1 The City shall contract with the Prosecutor as its City Prosecutor, to perform the functions and duties as its Prosecutor in municipal court for the City of Clearwater with all of the authority and powers provided therefore under the laws of the State of Kansas and the ordinances of the City.

1.2 The City Prosecutor shall also perform such other legally permissible and proper functions and duties as may be required by law or ordinance and/or the Governing Body of the City may from time to time assign.

1.3 The Prosecutor may be asked to report to the Mayor or Governing Body from time to time. Such report shall be made without additional compensation.

Section 2. Term.

2.1 The term of this agreement shall commence on its execution, and shall terminate May 31, 2027, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one-year terms, on the terms and conditions herein provided unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the date of automatic renewal and extension.

2.2 Nothing in this agreement shall be construed to prevent, limit or otherwise interfere with the right of the Governing Body of the City to terminate the services of the Prosecutor at any time, or with the right of the Prosecutor to resign from his position.

2.3 The Prosecutor is not an employee of the City. He shall have the freedom to accept all other attorney work that is in compliance with the Kansas Supreme Court Rules for Professional Conduct governing attorneys. The Prosecutor agrees not to accept any legal work that would create a conflict of interest as defined by those rules governing attorneys.

2.4 Both parties agree that the City is contracting for the personal services of the Prosecutor. Both parties recognize that special circumstances may arise when Prosecutor will be unable to attend court for reasons of illness, travel conflicts, etc. In those instances, the Prosecutor may provide a replacement prosecuting attorney at prosecutor's own expense. However, the parties agree that such instances will be unusual and rare.

2.5 In the instance that a prosecuting attorney is hired because of a conflict of interest with the Prosecutor, the City agrees to pay the fees of the replacement prosecuting attorney.

Section 3. Payment and Services.

3.1 The City shall pay the Prosecutor \$1,050 per month payable on a monthly basis. The City agrees to adjust such payment to the Prosecutor as specified herein, in such amounts and to such extent as the Governing Body of the City may deem appropriate.

3.2 Prosecutor will receive, in addition to the flat fee, \$100 per billable hour for appeals from the Clearwater Municipal Court to the District or Appellate Court. Attorney will provide a detailed summary of the activities and time spent in regard to said appeal and will submit time sheet for payment to the City Administrator as directed.

3.3 The Prosecutor shall provide professional legal services to the City of Clearwater in its municipal court, which shall include, but not be limited to, consultation, advice, trial of cases before the Court, preparation of documents and briefs as required by the Court or deemed necessary by attorney; appeals to the District or Appellate Court; and, any other legal services commonly associated with the prosecution of criminal and traffic cases in Clearwater Municipal Court. These services may extend to any violation of a city ordinance which the governing body requests the Prosecutor's assistance.

3.4 The Prosecutor also shall:

- a. Prosecute all cases brought in Clearwater Municipal Court.
- b. Be present at court proceedings (twice per month on the first and third Wednesdays)
- c. Approve and enter into diversion and plea agreements.
- d. Work with the Clearwater Police Chief on various issues from determining

appropriate charges to coordinating matters between the police department and the prosecuting attorney's office.

3.5 The Prosecutor shall maintain his law license with the Supreme Court of the State of Kansas. If at any time, the Prosecutor fails to remain in good standing, this contract and all obligations of the parties will immediately cease.

Section 4. General Provisions.

4.1 The text hereof shall constitute the entire agreement between the parties. All prior agreements between the parties are hereby made null and void.

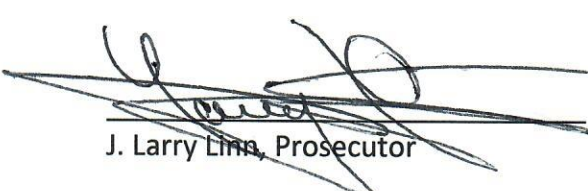
4.2 Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.

4.3 Should any provision of this agreement, or any portion thereof, be held unconstitutional, invalid or unenforceable, the remainder of this agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.

The parties have caused this agreement to be executed the day and year first above written.

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor



J. Larry Linn, Prosecutor

**City of Clearwater
City Council Meeting
October 28, 2025**

Mayoral Appointment

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

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

Gibson Kraft-FF

Gibson is transitioning from Cadet to Firefighter.

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: October 24, 2025
Re: Administration Report

- Bridgework on Diagonal and Tracy is to begin on Friday, October 27th. Diagonal Road and the railroad crossing on N Tracy Avenue will be closed to all traffic. Work is expected to be completed by Spring/Summer 2026. Notices have been published on the City Website and Facebook page.
- We are delaying the Grant Ave between Ross and Hellar because of the bridge work. We do not want to block residents in or out of that area.
- The city received a letter from ISO PPC Retrogression Team notifying us that our rural area of the fire district is in regression. They are giving us an opportunity to participate in a Retrogression Program which will allow us 1 year to correct the retrogression. Chief Dinwiddie responded that we would participate in the program. We have 60 days to create a written plan for implementation. Staff will work on a plan to present to council at a later meeting.
- Jaye and Jamie will be attending the CCMFOA conference next week. Jaye will be graduating from the City Clerk Institute on Tuesday and will not be attending the council meeting.
- The City is advertising a Christmas Tree Decoration Contest. Please spread the word.
- Downtown Trick or Treat will be on Friday, October 31st.
- Year to Date (October 2025): 1% Sales Tax Collected: **\$310,347.72**
- Total Sales Tax Collected since January 2024: **\$599,769.03**

Dates to Remember

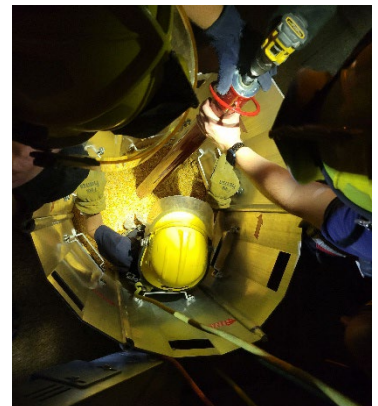
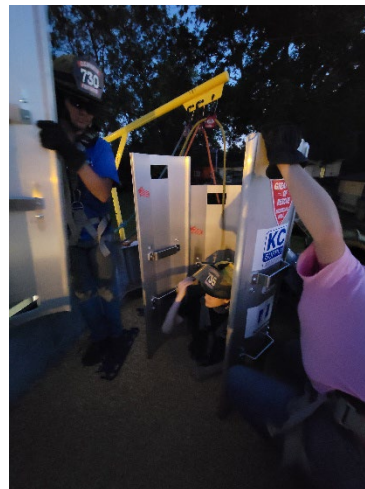
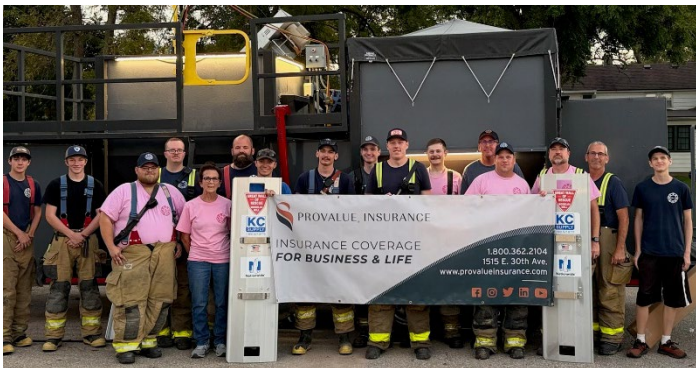
- October 27th – Bridge Work on Tracy to begin
- October 31st – Downtown Trick or Treat
- November 11th – City Offices Closed for Veterans Day
- November 24th – Final Day to submit Tree Contest Forms
- November 27th-28th City Offices Closed for Thanksgiving
- December 6th – Christmas Comes to Clearwater
- December 25th& 26th – City Hall Closed for Christmas
- January 1st – City Offices Closed for New Years

Active Nuisances/ Code Violations

317 E Ross	148 Lee	130 N Grant	205 Tracy	249 N Grant	116 S Gorin
239 S 3 rd	427 N 1 st Ct	628 E Park	330 Tracy	210 Lee	139 N Gorin
Duckhorn Prop	219 S Prospect				

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: October 23, 2025
Re: Fire Department Staff Report

- Clearwater Fire responded to **10** medical calls and **3** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** minutes.
Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **3** emergency calls.
- To Date: The CRV has been unstaffed **29** times.
- Members of the department were trained on grain bin engulfment on the 15th. A big thank you to Dan Neenan with the National Education Center for Agricultural Safety (NECAS) for providing us with the training, and John Ricker and David Klahr with ProValue Ins. for purchasing the rescue tube and grain auger.
- Fire personnel trained on search tactics in a smoke-filled environment at our burn trailers on the 21st.
- Chief Dinwiddie and CMO Patrick attended SUCO Chief's quarterly meeting on the 16th in Wellington. Main topics discussed were transition to the 800 system and 911 Center compliances.
- The department will have its annual flow testing of its SCBAs on the 28th.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: October 23, 2025

Re: Police Department Staff Report

Officers:

Halloween is coming up. Hot dogs will be served again this year by the police department.

Police Clerk:

SPV permits are at 107 for the year.

Building:

No Issues.

Vehicles:

Regular maintenance.

Matters of interest since the last meeting on Police Activity:

We have had 60 dispatched/reported calls with 11 arrests and 18 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: October 28, 2025

Subject: Public Works Summary

1. Rebuild well 2 with intent to put back in service
2. Fire Hydrant maintenance
3. Install manual transfer switch at park glen wet well
4. Repair generator motor at park glen wet well
5. Christmas boxes to city hall
6. Repair ac unit at senior center
7. Install booster bump at well 2
8. Mow 208 W Ross Ave
9. Rewire 2 light fixtures at fire station to LED.
10. Winterize pool and city park bathrooms/concession
11. Repair water leak from meter at 325 Kimberly Ct
12. Reworked the doghouse manhole downstream from the nursing home. (Jetter accessible)
13. Commodities picked up and delivered (10/22/25)
14. The 2001 F350 was involved in an auto accident in Wichita while bringing back commodities. The other vehicle was at fault. No one was injured in the accident. We were able to drive the truck back to town.



Clearwater Senior Center
Staff Report

October 22, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

We had a record number in attendance for our monthly lunch and learn this month. We had 64 people in attendance for lunch and chat on the upcoming open enrollment for insurance. I think it is safe to say that this just may be the new normal and we will need to find a way to make more space for tables until the addition is complete.

Everfull (formally API) held a bake sale for their annual fundraiser. From what Becky said, they brought in \$472.

We are thoroughly enjoying the collaboration with the schools this year. The Leadership Class from High School comes once a month and is working on technology and different games with our seniors. The Middle School choir will be here on the 28th for a short program and donut breakfast. We will continue to invite the schools to activities any change we get!

BISCUITS AND GRAVY IS COMING – NOVEMBER 1st!

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater
City Council Meeting
October 28, 2025**

Adopt Resolution Authorizing Sale of Temp Notes – Indian Ridge Phase 2

Context: The last City Council meeting, the Governing Body was informed that General Obligation Temporary Note 2025 would not cover the cost of all improvements in Indian Ridge since the paving bids came in higher than engineers estimate. At the meeting council accepted the revised petition for paving and adopted resolution 17-2025.

Financial: Because GO Temp Note 2025 will not cover the entire project council could elect to use cash funds which would be tied up for the length of the project (3 years) or take out another temporary note. There was consensus at the last meeting to proceed with a temporary note.

Legal Considerations: The Resolution and supporting documents will be crafted by Bond Counsel Kevin Cowan and Financial Advisor Ranson Financial.

Recommendations/Actions:

Adopt the resolution authorizing the sale of temporary notes.



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON OCTOBER 28, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

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

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

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

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

Aye: _____

Nay: _____

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

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. []

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Total Amount</u>
Paving improvements	17-2025	12-6a01 et seq.	\$672,000

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

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

WHEREAS, temporary notes have been previously issued to finance a portion of the costs of the Improvements, and the Issuer proposes to issue its temporary notes to pay remaining costs of the Improvements; and

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

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

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

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

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the temporary notes, the Governing Body desires to authorize the Mayor and Clerk to award the sale of the temporary notes, if necessary, prior to the next meeting of the Governing Body to adopt the necessary resolution providing for the issuance thereof.

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

Section 1. The Issuer is hereby authorized to offer at competitive public sale the Issuer's General Obligation Temporary Notes, Series 2025B (the "Notes") as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Note Sale"). All proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and shall be reviewed by the Mayor and Clerk, the Financial Advisor and Bond Counsel as soon after the submittal hour as possible. The Mayor and Clerk are hereby authorized to award the sale of the Notes to the submitter of the best proposal as determined pursuant to the provisions of the Notice of Note Sale or to reject all proposals; provided, however, that the principal amount of the Notes shall not exceed \$255,000 and the true interest cost of the Notes shall not exceed 5.00%. All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such proposals and ratify the award of the sale of the Notes or the rejection of all proposals.

Section 2. The Preliminary Official Statement for the Notes (the "Preliminary Official Statement") is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor and Clerk deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

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

Section 4. The Mayor and Clerk are each hereby authorized to approve the form of the Preliminary Official Statement and to execute the "Certificate Regarding Preliminary Official Statement" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof.

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

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

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

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

ADOPTED by the Governing Body on August 26, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE REGARDING
PRELIMINARY OFFICIAL STATEMENT**

To:

Re: \$255,000* City of Clearwater, Kansas, General Obligation Temporary Notes, Series
2025B

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

To the knowledge of the Issuer, the information contained in the Preliminary Official Statement, other than the sections entitled “The Depository Trust Company,” “Ratings,” “Legal Matters,” “Tax Matters,” and *Appendices B* and *C*, for which the Issuer expresses no opinion, and except for the omission of certain information such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters, is true in all material respects, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

CITY OF CLEARWATER, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF NOTE SALE

\$255,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

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

TUESDAY, NOVEMBER 18, 2025

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

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated December 11, 2025 (the “Dated Date”), and will become due on October 1, in the years as follows:

Stated Maturity	Principal
<u>(October 1)</u>	<u>Amount*</u>
2028	\$255,000*

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

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

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

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

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

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

Redemption of Notes Prior to Maturity.

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

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

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

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

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

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

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%. No bid shall be for less than **97.0%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered.

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

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

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

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

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

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

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

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant

to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **DECEMBER 11, 2025** (the “Closing Date”), to DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

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

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

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

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the

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

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

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated October 23, 2025, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. The Securities and Exchange Commission (the “SEC”) has promulgated amendments to its Rule 15c2-12 (the “Rule”) requiring continuous secondary market disclosure for certain issues. The Issuer is relying on a provision of the Rule that exempts issues of less than \$1,000,000 aggregate principal amount from the requirements of the Rule and therefore has **not** covenanted to provide continuous secondary market disclosure. However, the Issuer obtains an audit of its annual financial statements by independent auditors, and presently intends to supply its most recent audited financial statements to any Registered Owner upon written request and reimbursement to the Issuer of the costs of the photocopying and mailing. The absence of continuing disclosure of financial or other information pertaining to the Issuer may impair the development of a secondary market for the Notes and could impair the ability of a Registered Owner to sell the Notes in the secondary market.

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

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

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$13,190,000.

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

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

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

DATED: October 28, 2025.

CITY OF CLEARWATER, KANSAS

By: Jaye Poe, Clerk

Issuer Address:

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

Email: jpoe@clearwaterks.org

Financial Advisor – Facsimile and Email Bid Delivery Address:

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

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

TO: Jaye Poe, Clerk
City of Clearwater, Kansas

November 18, 2025

For \$255,000* principal amount of General Obligation Temporary Notes, Series 2025B, of the City of Clearwater, Kansas (the "Issuer"), to be dated December 11, 2025, as described in your Notice of Note Sale dated October 28, 2025 (the "Notice"), said Notes to bear interest as follows:

<u>Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Initial Offering</u> <u>Price</u>
2028	\$255,000*	_____ %	_____ %

* Subject to change, see the Notice

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

Principal Amount	\$255,000.00*
Less Discount (not to exceed 3.0%)	- _____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
 Total interest cost to maturity at the rate(s) specified	 \$ _____
Net interest cost	\$ _____
Average annual net interest rate	_____ %
True Interest Cost	_____ %

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

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on November 18, 2025.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Ranson Financial Group, LLC, Fax No. (316) 265-5403, email bids may be sent to Ranson Financial Group, LLC at bids@ransonfinancial.com and electronic bids may be submitted via **PARITY®**, at or prior to 11:00 a.m. applicable Central Time, on November 18, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.

