CITY OF CLEARWATER

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[Please note that the meeting agenda is subject to change during the meeting.]

City of Clearwater Council Meeting Agenda
Tuesday November 25, 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. Approve the 2026 CMB Licenses
    d. Department on Aging 2026 Agreement
    e. Court Write Offs
6. **Staff Reports**
7. **Business**
    a. **Action:** GO Temporary Note 2025B – Indian Ridge Phase 2
    b. **Action:** FCMI 2026 Renewal Contract
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 25
Ordinance: 1125
Resolution: 22-2025

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**
November 11, 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 City Clerk called the roll to confirm the presence of a quorum. The following members were present:
Mayor Burt Ussery, Councilmembers; Samantha Warkins, Justin Shore, Jason Gordon, Shirley Palmer-Witt and Tim Robben.
The following staff members were present:
City Administrator Zollinger, City Clerk Poe, Justin Patrick and City Attorney, Scott Ufford.
Others present who spoke:
Kendall Pierce.

3. Approval of Agenda
Mayor Ussery asked if there were any modifications to the agenda, there were none.

Motion: *Warkins* moved; ***Gordon*** 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, Shore had questions about the Christmas road closures, Mayor Ussery moved that item to the first business item.

Previous Council Meeting Minutes
Claims and Warrants

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

6. Staff Reports:
- Administration Office – Courtney Zollinger – Zollinger mentioned staff is off for Veterans Day so they will not be here except Fire.
- Fire Department – Justin Patrick – None.
- Police Department – Courtney Zollinger – None.
- Public Works/Parks – Courtney Zollinger – None.
- Senior Center – Courtney Zollinger –Mayor Ussery stated that the Veterans breakfast hosted by the FFA went very well this morning.

7. Business
a. Christmas Comes to Clearwater Road Closure
Shore asked whether the road closure needed to extend one more block to the east to accommodate the Baptist Church. Zollinger explained that everyone typically goes down that way for the live nativity and didn't believe the additional closure was necessary. In previous years, the road had been closed that far because there were multiple events from 1–4 p.m. at the church., but it was not closed last year and not recommended to close it this year.

Motion: *Shore* moved, ***Palmer-Witt*** seconded to approve the Christmas event road closures. Voted and passed unanimously.

b. Request for 2nd Command Vehicle

Norwich City Council has offered Clearwater Fire their old 2007 Chevy Trailblazer for free. A value of about $3,600. The department would like to add it to the fleet as an additional Command Vehicle. The current Forestry Owned 1999 Tahoe is used by Justin Patrick so he can respond to the calls quicker. This would be used by Chief Dinwiddie to respond to calls for instant command and be used to go to training or meetings instead of a personal vehicle or rental car. The Trailblazer has about 145,000 miles on it. Dinwiddie says there is room at the station to house the vehicle. The cost for full coverage insurance is $730 and liability is $634. Council asked how insurance would be paid, Zollinger stated it would come out of the general fund, but the decals, paint and maintenance needed done would come from equipment reserve estimated to be $2,500 - $3,500. Shore suggested using a rental vehicle for long-distance training. Zollinger noted that most trainings and meetings are held nearby. Mayor Ussery inquired about mileage reimbursement for training. Zollinger and Patrick explained that reimbursement is not provided when a city vehicle is used, and that this vehicle would primarily be used for Chiefs meetings and continuing education attended by Dinwiddie and Patrick. Mayor Ussery stated if Norwich can give the City a vehicle, that is good. However, he does object to adding the vehicle to the City's fleet with the intent of replacing it at the end of its service life. He emphasized that the vehicle should not become part of the regular fleet rotation and recommended that it not be replaced once it is no longer operable. Palmer-Witt agreed with Mayor Ussery and asked why the Chief wouldn't just keep the vehicle at his house, Patrick stated Chief lives in town. Zollinger mentioned that Chief doesn't have a covered area for the vehicle to be stored when not in use. Robben believes that the vehicle will last a while like the current command vehicle that Patrick uses.

Motion: ***Palmer-Witt*** moved, ***Warkins*** seconded to accept the 2007 Tahoe as a gift from the City of Norwich and designate that the vehicle not be included in the City's replacement rotation. Voted and passed unanimously.

c. Nuisance Violation – 139 N Gorin

Kendall Piece handed out packets for the violations being discussed. Council reviewed the pictures and confirmed they were taken from the alley with Mr. Pierce. Mr. Pierce stated that they are more than willing to work with residents if they are communicating, but there has been no communication from this property owner. There has been little to no improvement on this property, especially under the carport. He mentioned that the original issue was in front of the house and it seems they moved the items out of the line of sight to the back. Mayor Ussery asked if the City had any control over contents in the car port, Mr. Pierce stated that the standard for visual inspection is the same for everyone. Warkins asked if the car was tagged, he has not checked that yet as they try to stay off the property out of respect to the owner. Council asked if it had to be tagged since it's on private property, Mr. Pierce and Zollinger stated that it does. Zollinger mentioned according to City code, 30 days on the property of being inoperable is the limit and inoperable means not legal and or cannot move with its own power. Mr. Ufford stated that if it is untagged, it creates a presumption that it is not operable. Robben asked how this was different than the trailers that do not have to be tagged, Zollinger stated that the trailers are typically a parking violation, not a nuisance. She stated that a car can be parked in the back yard, but all other nuisance violations cannot exist such as high grass. Council asked about the lack of communication from the owners, Mr. Pierce stated that they have tried and left notices on the door. He mentioned that other property owners have been proactive and reach out once a notice has been left, Zollinger stated calls come to City Hall as well. There was a certified letter sent on July 14th and signed for on July 16th. Mayor Ussery asked how many days the owner would have to get the nuisance taken care of, Zollinger stated they would have 10 days and that the debris and inoperable vehicle would need to be removed or fixed. Palmer-Witt mentioned there being a mattress on the roof of this property. Mr. Pierce was unaware of this. Shore questioned being inoperable just because it's not tagged, Zollinger stated that City code calls out a vehicle is inoperable if not currently tagged. Mr. Ufford mentioned that you cannot drive the vehicle on a road if it is not properly tagged. Shore stated he doesn't believe that would win if taken to court. Mayor Ussery stated that would be an Ordinance change, Mr. Pierce stated that many of the cities they work for have similar language in their code. It was mentioned that if the front of the carport was covered where the debris was not in the open, then it wouldn't be visible and therefore not an issue. Gordon asked if Kansas had any non-op options for vehicles, this would need to be looked into. Warkins asked what the next steps were if the nuisance isn't resolved. Zollinger stated a claim would be filed with the municipal court and the Judge would hear the case and issue judgement. The fine is up to $500 per day and each day would be considered a separate offense. Mr. Ufford recommended that the date on the Resolution needs to be changed to reflect the letter sent date of July 14th.

Motion: ***Palmer-Witt*** moved, ***Gordon*** seconded to adopt Resolution 19-2025 A Resolution determining that a Nuisance exists within the corporate limits of the City of Clearwater, Kansas and ordering the removal and abatement of said Nuisance at 139 N. Gorin Ave, Clearwater, Kansas. Voted and passed unanimously.

d. Nuisance Violation – 148 N Lee

Mr. Ufford suggested to change the date on the Resolution for the letter being sent to July 21, 2025, to reflect the date on the letter in the packet. Palmer-Witt mentioned that the letter in the packet was not signed for, Mr. Pierce confirmed that it was returned to them, but they then posted it on the door on September 9th. Zollinger stated according to statute, that is what should have happened, being certified or hand delivered. Council then discussed each violation being case by case and mentioned the property on North Grant having communication with extensions being granted. Palmer-Witt notated the letter was sent to the landlord, Ufford confirmed that was fine it could be both. Zollinger brought up when the City mows due to failure to comply with a notice, it is just billed and can be added to the property but with a case going before the Municipal Judge it will go with the individual unless the City were to go in and clean up the issue and then bill the property. Mr. Pierce said this property is always on the watch list as it improves at times and then gets messy again.

Motion: ***Warkins*** moved, ***Robben*** seconded to adopt Resolution 20-2025 determining that a Nuisance exists within the corporate limits of the City of Clearwater, Kansas and ordering the removal and abatement of said Nuisance at 148 N. Lee Ave, Clearwater, Kansas. Voted and passed unanimously.

e. Action: Nuisance Violation – 730 E Hellar

Mr. Ufford suggested to change the date on the Resolution for the letter being sent to July 14, 2025, to reflect the date on the letter in the packet. Mr. Pierce has attempted to contact the owner with the certified letter coming back as undeliverable, which is when the mail is just not picked up. They posted the letter to the door on September 9th noting the violations needing addressed. Mr. Pierce stated that the brush and fence are the remaining violations on this property. Council questioned the truck not being inoperable, Mr. Pierce stated that it had updated tags as of November 6th. He said there has been progress made but these issues are still outstanding. Mayor Ussery asked if they ever knock on the doors, Mr. Pierce stated they do from time to time but the hanger is always left on the door. Mayor Ussery wondered if the owner was able to physically remove the debris, Mr. Pierce stated that is where communication is helpful. He has contacted Courtney and Chief before when people communicated that they were unable to remove the nuisance to see if there are groups or individuals needing community service hours or willing to help. The picture of the door was to show the letter had been removed.

Motion: ***Shore*** moved, ***Warkins*** seconded to adopt Resolution 21-2025 A Resolution determining that a Nuisance exists within the corporate limits of the City of Clearwater, Kansas and ordering the removal and abatement of said Nuisance at 730 E. Hellar, Clearwater, Kansas. Voted and passed unanimously.

Mayor Ussery asked if the mattress on the roof at 139 N. Gorin be checked, Mr. Pierce will look into it. Palmer-Witt mentioned several cats laying on it a few nights ago.

9. Governing Body

Warkins – None.
Shore – The Western coalition meeting went well.
Gordon – None.
Palmer-Witt – Asked about the paving at the Senior Center for the parking lot, Zollinger said that was approved for the 2026 budget. Warkins asked if Pearson was done with the streets, Zollinger answered not yet, North Grant has been postponed due to the bridge project on Tracy. There are culverts that will be installed on Kansas at 1st and 2nd. Pearson will be back in town for the Indian Ridge paving. Mayor Ussery inquired about the development East of town on 103rd, Zollinger was informed during the staff meeting on Monday but does not have any information about it. Someone who owns or plans to move there was talking to a staff member and stated that they were informed it was in the City limits and was told that it is not within the City limits and does not have City water out there so there may be petitions coming forth. There is currently one resident out there who is on City water and the water line does run on 103rd, but there is no sewer that way. Council briefly discussed Prairie Meadows. Zollinger informed Council that it is not a requirement to be annexed into the City to connect to City water and used Garvey as an example and have a higher water rate. There is one house on Park that is on City sewer as well and not within the City limits. Shore mentioned Belle Plaine not annexing or getting waivers and are now not able to tax for the upgrade needed to water. Palmer-Witt asked if any permits had been pulled for the Chisholm Ridge lots, Zollinger said no permits yet but correspondence on zoning, setbacks and plans with

the engineer. Warkins asked if any offers for the property North of town, Zollinger said no, there was one inquiry regarding the zoning and taxation though.
Robben – Walking at Hammer's Prairie Park with the wife and dogs and noticed with all the rain that the path was unusable at a certain point and suggested to Clint placing a bridge out there.
Ussery – Explained that Hammer's Prairie Park is a City owned park that is not ran by the Hammer's Foundation. If the City would like to go to the board and ask for funding help on this, they can. The Foundation offers some indirect guidance but is helpful with funding. They currently have some funds set aside for a structure like the park shelters to be put out there and have discussed services such as electricity, water and sewer being extended there. Ultimately the City will make the decision as the maintenance would fall on Public Works, which have done a good job so far. It was noted that there is not a Park board that is meeting anymore. Mayor Ussery will bring this up at the end of year meeting with the Foundation, but action needs to be taken by the City. He would like Council to bring their schedules to see if the December 23rd meeting should be cancelled. Zollinger mentioned a workshop to discuss the ISO still needs to be scheduled and was thinking the 23rd could be that instead of the 30th.

10. Executive Session
None.

11. Adjournment

Motion: ***Palmer-Witt*** moved; ***Warkins*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:38 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 November 11th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 25th day of November 2025.

____
Jaye Poe, City Clerk

Check Register Report

		Date: 11/18/2025
		Time: 3:19 pm
City of Clearwater	BANK: EMPRISE BANK	Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
52151	11/19/25	Printed			1ST	1ST DUE DIVISION, BANNER FIRE	New Helmets	1,299.40
52152	11/19/25	Printed			AMAZON BUS	AMAZON BUSINESS	DRIP CAP DOOR BOTTOM	785.19
52153	11/19/25	Printed			CHISM ELEC	CHISHOLM TRAIL ELECTRIC LLC	MAIN ST LIGHT FOR CH REPAIR	285.00
52154	11/19/25	Printed			CORE & MN	CORE & MAIN LP	FLEX NET YEAR 1	7,550.80
52155	11/19/25	Printed			EMPRISE	EMPRISE BANK	SAFETY DEPOSIT BOX RENT	50.00
52156	11/19/25	Printed			GALLS	GALL'S INC.	UNIFORMS & BOOTS PICKENS	410.77
52157	11/19/25	Printed			GBN PA	GBN, P.A.	2024 Audit	14,274.48
52158	11/19/25	Printed			HACH CO	HACH COMPANY	WATER TESTING	554.41
52159	11/19/25	Printed			IRRIGATION	IRRIGATION BY DESIGN	Snr Cntr Sprinkler winterizati	90.00
52160	11/19/25	Printed			MCDONALD	MCDONALD TINKER PA	OCTOBER ATTY FEES	2,011.40
52161	11/19/25	Printed			MEL HMB FD	MEL HAMBELTON FORD	VEH #3 OIL CHANGE PD	366.22
52162	11/19/25	Printed			MERIDIAN	MERIDIAN ANALYTICAL LABS, LLC	SEWER SAMPLE	590.35
52163	11/19/25	Printed			MABCD	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS 0CT 25	195.63
52165	11/19/25	Printed			MIZES	MIZE'S THRIFTWAY	FALL FESTIVAL MEALS PD	807.01
52166	11/19/25	Printed			MULVANE CO	MULVANE COOP	DYED DIESEL	581.14
52167	11/19/25	Printed			OPTIV	OPTIV SECURITY INC.	SECURITY TOKEN GEAHARDT	65.94
52168	11/19/25	Printed			PETTY CASH	PETTY CASH	POLICE CAR WASH	20.00
52169	11/19/25	Printed			RA01	PITNEY BOWES	POSTAGE	300.00
52170	11/19/25	Printed			PEC	PROFESSIONAL ENGINEERING CONS	SR CTR NEW ADD PROF SERV	5,115.47
52171	11/19/25	Printed			ROASTER JO	ROASTER JOE'S	PD Drinking water	41.50
52172	11/19/25	Printed			SALINA WHL	SALINA WHOLESALE SUPPLY CO	COUPLERS	600.50
52173	11/19/25	Printed			SG CO DOF	SEDGWICK COUNTY	Oct 2025 Prisoner Housing Almire, Goff, Johnson, Myers,.	48.75
52174	11/19/25	Printed			SG CO ELEC	SEDGWICK COUNTY ELECTRIC COOP	WELL # 7	1,572.57
52175	11/19/25	Printed			STELLAR	STELLAR STEAM CARPET CLEANING	CITY HALL CARPET CLEANING	725.00
52176	11/19/25	Printed			TRUGREEN	TRUGREEN	ROUND #6	641.69
52177	11/19/25	Printed			TYLER TECH	TYLER TECHNOLOGIES	FINANC MIGRATION ERP PRO 10	3,955.33
52178	11/19/25	Printed			UNIFIRST	UNIFIRST CORPORATION	CITY & POLICE MATS	43.95
52179	11/19/25	Printed			WASTE CONN	WASTE CONNECTIONS, INC.	TRASH/RECYCLE NOVEMBER 25	18,022.78
52180	11/19/25	Printed			WL01	WHITNEY LANDSCAPING	OCTOBER MOWING	275.00
52181	11/19/25	Printed			STELLAR	STELLAR STEAM CARPET CLEANING	CARPET CLEANING PD	350.00
					Total Checks: 30		**Checks Total (excluding void checks):**	**61,630.28**
					Total Payments: 30		**Bank Total (excluding void checks):**	**61,630.28**

Check Register Report

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK - EFT Checks								
3893	11/19/25	Printed			AFLAC	AFLAC	OCTOBER AFLAC PREMIUM	538.16
3894	11/19/25	Printed			BEAM	BEAM	DECEMBER VISION & DENTAL	1,332.27
3895	11/19/25	Printed			BLUE CROSS	BLUE CROSS AND BLUE SHIELD	December BCBS Premiums	17,045.88
3899	11/19/25	Printed			VISA	CARDMEMBER SERVICES	REWARDS CREDIT	4,399.28
3900	11/19/25	Printed			COLNL LIFE	COLONIAL LIFE	NOVEMBER COLONIAL PREMIUM	87.30
3901	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	319 W. ROSS FIRE STATION	458.53
3902	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	107 S. GRAIN OLD TWNSHP BUILD	47.88
3903	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS CITY HALL	437.90
3904	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	400 W. ROSS PUBLIC WORKS	196.36
3905	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	604 E. ROSS WELL HOUSE AT PARK	184.32
3906	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	650 E. ROSS POOL & PARK LIGHTS	294.48
3907	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX	236.52
3908	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	11159 S. 135TH W SEWER PONDS	281.94
3909	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	149 N. FOURTH MUSEUM	229.68
3910	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	901 CLEARCREEK LIFT STATION	94.98
3911	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W ROSS PUMP OLD TWNSP BU	28.74
3912	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX 2	27.06
3913	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1100 E. ROSS PUMP CR PONDS	28.64
3914	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	602 E ROSS CITY PARK	72.96
3915	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS PUBLIC WORKS #2	30.16
3916	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	STREET LIGHTS	2,396.99
3917	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	100 E. ROSS EMPTY LOT	46.39
3918	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9731 S. 135TH ST W SIGN	27.28
3919	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1200 E. ROSS CR PONDS	28.64
3920	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9801 S. 135TH PUMP	72.22
3921	11/19/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	921 E JANET SENIOR CENTER	481.89
3922	11/19/25	Printed			FARMERS	FARMERS BANK	DECEMBER FCMI RESERVE PAY	7,707.24
3923	11/19/25	Printed			KS ST TRES	KANSAS STATE TREASURER	GO BOND SERIES 2017	45,820.00
3924	11/19/25	Printed			KS TRNPIKE	KANSAS TURNPIKE AUTHORITY	TOLL POLICE	0.14
3925	11/19/25	Printed			MERCHANT	MERCHANT SERVICES	OCTOBER E COMM FEES	734.49
3927	11/19/25	Printed			SAMS CLUB	SAM'S CLUB	HALLOWEEN HOT DOG FEED PD	1,047.73
3928	11/19/25	Printed			VERIZON	VERIZON WIRELESS	STATEMENT	518.53

Total Checks: 32 **Checks Total (excluding void checks): 84,934.58**

Total Payments: 32 **Bank Total (excluding void checks): 84,934.58**

Total Payments: 62 **Grand Total (excluding void checks): 146,564.86**

City of Clearwater
City Council Meeting
November 21, 2025

Consider 2026 CMB License Renewals

Context: Annually, businesses that sell Cereal Malt Beverages either for consumption on premises or in original packaging are required to pay an annual license fee to the City. Kansas Statute K.S.A. 41-2701(a) states: "After examination of an application for a retailer's license, the board of county commissioners or the director shall, if they approve the same, issue a license to the applicant. The governing body of the city shall, if the applicant is qualified as provided by law, issue a license to such applicant.".

The following locations have applied for CMB Licenses for 2026:

Retail Sales (CMB):

1) Casey's General Store (152 N 4th)
2) Mize's Food Store (449 N 4th)
3) JumpStart Store (900 E. Ross)

Financial: The cost of the license for sale in original packaging is $50.00 per year + background checks.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the CMB licenses for the above businesses for 2026.

AGREEMENT FOR SENIOR CENTERS

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF CLEARWATER
Clearwater Senior Center

This Agreement made and entered into this ____ day of _____________, 2025, by and between Sedgwick County, Kansas ("County") and City of Clearwater ("Contractor").

WITNESSETH:

WHEREAS, County wishes to make available certain senior center services to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior center services to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor's performance of this Agreement.

1.2 Term. This Agreement shall be for a period commencing January 1, 2026 and ending December 15, 2026. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2026, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2027 and (b) funds are available for the 2027 program year.

SECTION 2: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.

b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.

c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.

e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein.

f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.

g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.

h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.

i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.

j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.

k. An eligible participant in this program is:

    i. a resident of Sedgwick County, Kansas; and
    ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries/Benefits	$18,800.00
Training	$ 300.00
Office Supplies	$ 1,680.00
Telephone	$ 240.00
Utilities	$ 1,950.00
Building Maintenance	$ 3,290.00
Insurance	$ 1,100.00
Other – Programming educational & fitness	$ 7,640.00
TOTAL	**$35,000.00**

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-FIVE THOUSAND DOLLARS ($35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

Provider may go over a line-item amount with permission of the Mill Levy program manager, but may not exceed the total.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line-item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 18, 2026. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at the time this Agreement is executed;

b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement; or

c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;

b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and

c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.

d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the Program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10^{th}) day of July 2026 and January 2027:

a. an unduplicated count of program customers served; and
b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

a. assisting in litigation or pending litigation; or
b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6 : SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7: MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's workers' compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County:

Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor:

City of Clearwater
Attn: Contract Notification
129 Ross
Clearwater, Kansas 67026

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Workers' Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	 $500,000.00 $500,000.00
Property Damage: Each occurrence Aggregate	 $500,000.00 $500,000.00
Personal Injury: Each person aggregate General aggregate	 $500,000.00 $500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 $500,000.00 $500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

a. Sedgwick County Mandatory Contractual Provisions Attachment
b. Sedgwick County Mandatory Independent Contractor Addendum
c. Written modifications and addenda to the executed Agreement
d. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of Originality or Source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

____

Ryan Baty, Chairman
Commissioner, Fourth District

CITY OF CLEARWATER

____

Burt Ussery
Mayor

APPROVED AS TO FORM ONLY:

____

Adrienn F. Clark
Assistant County Counselor

ATTESTED TO:

____

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.

2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

4. **Disclaimer of Liability**: County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.).

5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract**: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal, State, and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance**: County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest**: Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality**: County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws**: The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause**: Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total $5,000 or less during the County's fiscal year.

14. **Suspension/Debarment**: Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance**: Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law**: Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off**: If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors**: The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.

19. **Safety Recall Notices**: Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

20. **Generative AI**: Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.

21. **Breach of System**: To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

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EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.

2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.

4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.

5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.

9. Contractor will not receive benefits of any type from County.

10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.

11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.

13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

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EXHIBIT C
PROGRAM GOALS AND OBJECTIVES

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, senior center programs take place within and emanate from a facility. The senior center will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

1) The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.

2) The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
   - a) Adult Day Services
   - b) Case Management
   - c) Chore/Minor Home Repair
   - d) Commodities
   - e) Employment
   - f) Forms Assistance - Entitlement/Social Security/Medicaid
   - g) Housing Assistance/Referrals/Matches
   - h) In-Home Services - Respite/Homemaker/Attendant Care including:
     1. Program literature
     2. Resources from the Center Director
   - i) Legal Assistance
   - j) Nutrition - Congregate/Homebound
   - k) Shopping and Errand Assistance
   - l) Support Groups
   - m) Translation/Interpretation
   - n) Transportation
   - o) Wellness Screenings

3) The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.

4) The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other older adults within the community.

5) The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.

B. OBJECTIVES.

A senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

1. *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
   a) Crafts
   b) Exercise
   c) Games
   d) Potluck/Meals (not including congregate meals)
   e) Social/Support Groups

2. *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
   a) Community Charities
   b) Fundraising
   c) Intergenerational Programs
   d) Dinner Events with Programs
   e) Musical Events

3. *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
   a) Community Education
   b) Education Services
   c) Health Presentations/Workshops
   d) Advocacy Opportunities
   e) Retirement Planning
   f) Volunteer Services and Opportunities
   g) Educational Tours and Cultural Enrichment

4. The senior center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the senior center director is expected to:
   a) Create/Provide an entry point for aging services.
   b) Be informed on aging services available within the community.
   c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
      * Advocacy
      * Counseling
      * Information and Assistance on services, (also includes program literature and resources).
      * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
   d) Provide the specified number of activities for each category.
   e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
   f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this, volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
   g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
   h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
   i) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
   j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed

5. The senior center will have adequate space for the following:
   a) Social and companionship activities; and
   b) Separate privacy area for the purpose of counseling or meetings.

6. A senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior center "Goals and Objectives" which expand senior center programs and roles in the community.

7. A senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES.

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

Specific Senior Center Goals, Objectives & Outcomes

GOAL

Promote health and wellness among seniors.

Foster social engagement and reduce isolation.

OBJECTIVES

Offer regular fitness and wellness programs (e.g., yoga, chair aerobics, walking groups) at least three times a week. Provide access to preventive health screenings (e.g., blood pressure checks) on a weekly basis. Host monthly health education workshops on topics like nutrition, chronic disease management and mental health.

Organize weekly social events (e.g., bingo, movie nights, potlucks). Develop a senior buddy system to pair newcomers with regular attendees. Offer intergenerational programs with local schools or youth groups at least once a quarter.

OUTCOMES

Increased participation in physical activities by 30% within six months. Seventy-five percent (75%) of participants report improved physical or mental health in annual surveys.

Increased average attendance at social events by 40% over the year. Eighty percent (80%) of seniors report feeling less isolated in post-program evaluations. Positive feedback from at least ninety percent (90%) of participants in intergenerational programs.

The Clearwater Municipal Court is requesting the Councils approval to write-off the following as uncollectible accounts for 2025:

Melina Smith, Case No. 24-124 – Domestic Battery
Date of death 11/14/2024.
Balance $296.46

Billy Hall, Case No. 19-123 – Transport Open Container, Drive Under the Influence
Date of death 08/17/2024.
Balance $701.00

Billy Hall, Case No. 19-123 – Drive While Suspended
Date of death 08/17/2024.
Balance $243.00

Daniel Zimmerman, Case No. 21-80 - Drive While Suspended
Cace balance was $590.00, brother made a lump payment of $570.00. Judge waives the remaining $20 balance and orders release from jail.

Joe Jacobs, Case No. 16-27 – D/L Not in Possession
Case balance $40.00. Defendant has been incarcerated since 2023 and is on parole. Filed motion to reduce fines and costs. Judge orders motion sustained
Balance $40.00 – already waived in software to finalize DL reinstatement

TOTAL AMOUNT WAIVED: $1,300.46

Jamie Burley

Jamie Burley
Municipal Court Clerk

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: November 21, 2025
Re: Administration Report

- Open enrollment for medical insurance and supplemental insurance was held at City Hall on November 18th. All eligible employees met with all the providers.
- On December 2nd, the Sports Complex Master Plan committee will meet to review a proposal for batting cage and pitching lane upgrades. We hope to bring further information to the council at the first December meeting.
- The Rec Commission is also trying to set up a meeting will all of school board and city council. Dates were sent out to you. If you haven't responded yet, please check your email and get back with me as soon as possible.
- Christmas Comes to Clearwater is December 6th. Downtown events will begin at 1PM.
- I have completed the Certified Public Management course through KUPMC as of November 20th. I will not receive my certificate until late December.
- 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

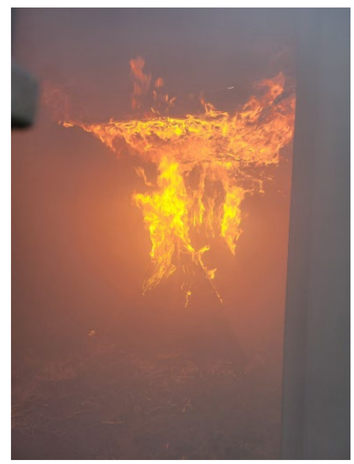
- November 24th – Final Day to submit Tree Contest Forms
- November 27th-28th City Offices Closed for Thanksgiving
- December 6th – Christmas Comes to Clearwater
- December 25th& 26th – City Hall Closed for Christmas
- January 1st – City Offices Closed for New Years

Active Nuisances/ Code Violations

139 N Gorin	131 S Prospect	116 S Gorin	219 S Prospect	317 E Ross	730 E Hellar
427 N 1st Ave Ct	249 N Grant	600 E. Tracy	130 Tracy	100 Wrangler Ct.	1140 Red River Cir
168 Longhorn Ct	150 N Tracy	241 Prospect	**212 Grant**	205 Tracy	148 Lee
143 S 2nd					

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

- Clearwater Fire responded to **9** medical calls and **0** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **19** 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 **30** times.
- The Department trained on hose line advancement at our last fire training on the 18th.
- The Department held live burn exercises on the 15th.
- Capt. Carl Fry has officially retired from the Clearwater Fire Department. Capt. Fry has completed 35 years of service with the Clearwater Fire Department. We thank and congratulate Carl for his years of service in the Department and wish him the very best in his retirement. A recognition service will be held at a later date, and he will stay as an "honorary member of the department" and continue to manage the Department's KSFFA accounts/insurance until other personnel are trained to take over this process.



- Recently, the department has had issues with our MAS SCBAs. During their annual inspection, 3 packs had their motherboards go out and needed replaced. Then, a week later, 2 more packs had the same issue. Currently all SCBAs have been fixed and are back in service, but it draws concern with the department since this is happening prior to the expected lifespan of the air packs.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: November 20, 2025

Re: Police Department Staff Report

Officers:

Officers have been working on patrol and end-of-the-year reports.

DARE is complete in the classroom. DARE graduation will be before Spring break.

Police Clerk:

SPV permits are at 108 for the year. A new year starts Jan 1st 2026

Building:

Getting ready for winter. Rear door seal was replaced.

Vehicles:

Regular maintenance.

Matters of interest since the last meeting on Police Activity:

We have had 47 dispatched/reported calls with 17 arrests and 13 citations issued since my last report. (Does not always include self-initiated calls).

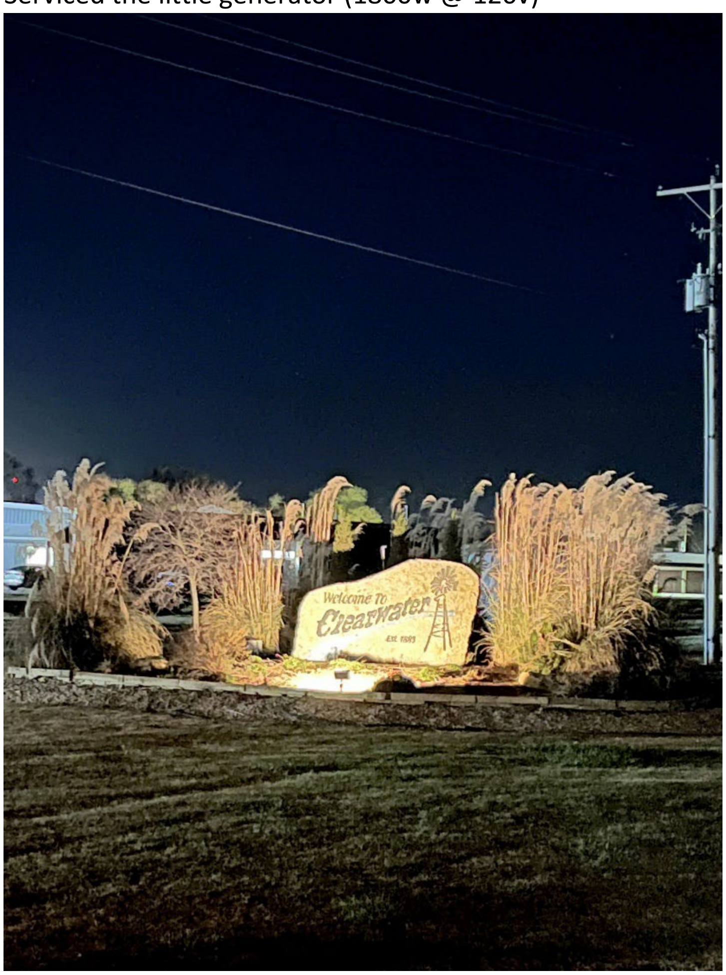
To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: November 25, 2025

Subject: Public Works Summary

1. Began sampling Well 2
2. Mayer finished cleaning this years' scheduled area
3. Rewired the light fixture at the Welcome rock on N 4th to led
4. Repaired tears in the batting cage nets
5. Moved and tightened crossmember on batting cage nets
6. Replaced door seal on back door of PD
7. Replaced lights at Senior Center
8. Install insulation in Wells 6, 7, 8, & 2
9. Installed lug tires on blue tractor
10. Replaced old parking lot lights at library with new led light fixture
11. Picked up leaves in the city park
12. Replaced broken seat belt on skid steer
13. Serviced the little generator (1800w @ 120v)



CITY OF CLEARWATER

Clearwater Senior Center

Staff Report

November 19, 2025

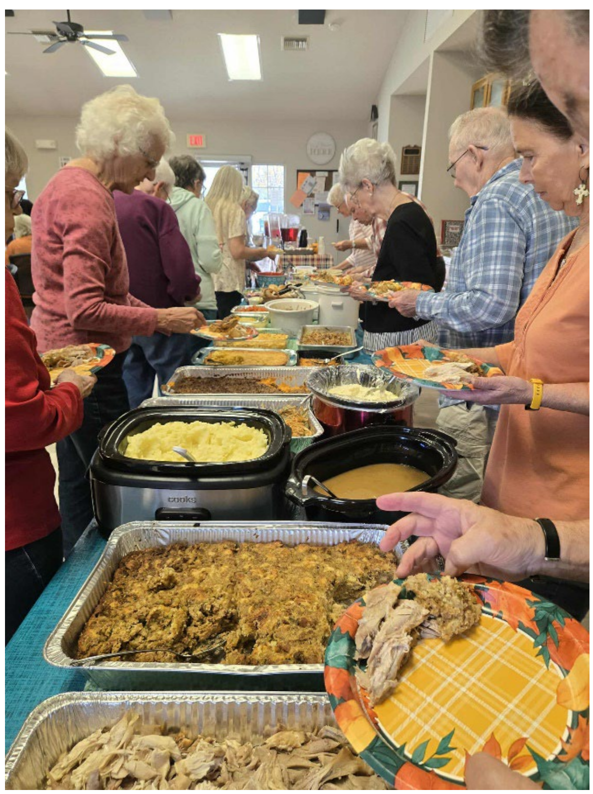
To: Mayor & City Council

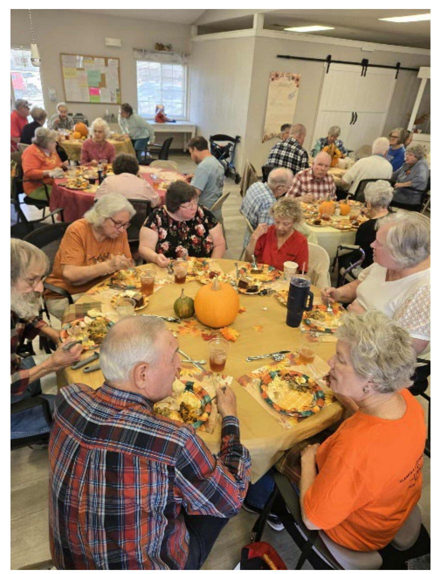
From: Amber Ives, Coordinator

Friendsgiving was great with a huge turnout of 67 seniors coming for a delicious meal together. The space was very tight, but everyone really enjoyed themselves and NO ONE left hungry.

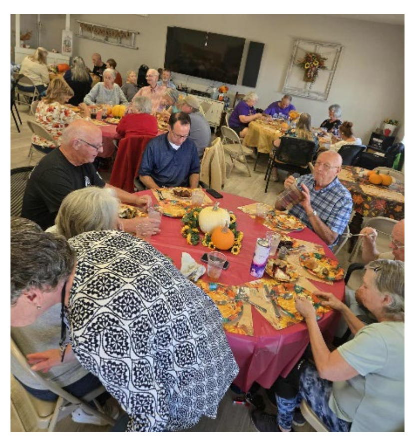
Silver Stockings 2025 has begun! City Hall has cards that will be hung on a tree in the foyer of the building. Seniors from the nursing home, assisted living and those who come to the senior center have cards hung. Please consider grabbing a senior this year as this is one thing they talk highly about all year long. If you know of a senior who could use a little extra fun this Christmas season, please ask if they have completed a form – we would love to spread more joy this year to all seniors of Clearwater!

I will be out of the state starting Friday, November 21 – November 30, but will be available if needed. The senior center will be covered by some amazing volunteers while I am out.





Respectfully,
Amber Ives
Senior Center Coordinator



City of Clearwater
City Council Meeting
November 25, 2025

Indian Ridge Phase 2 Paving GO Temp Note 2025B

Context: On October 28, 2025, the City Council adopted Resolution 18-2025 authorizing the sale of temporary notes for the Indian Ridge Phase 2 Paving Improvements.

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

1. City Council will review the bids received on November 18th 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 2025B, 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 2025B and authorize the Mayor and Clerk to execute the closing documents**.**

Financial: The Temporary Note principal is $255,000. Maturity date for General Obligation Temporary Notes Series 2025B will be 10/01/2028.
Two bids were received with the low bid going to Northland Securities with a true interest cost of 3.9264%.

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 – to Northland Securities @ 3.9264% true interest costs
2. Adopt Resolution – 22-2025 Authorizing and directing the issuance sale and delivery of general obligation temporary notes, series 2025B
3. Authorize GO Temp Note 2025B Issuance to be executed by the Mayor and Clerk.

SUMMARY OF BIDS RECEIVED

ISSUE: City of Clearwater, Kansas
General Obligation Temporary Notes, Series 2025B

SALE DATE: 18-Nov-25
SALE TIME: 11:00 AM

DATED: 11-Dec-25

	Bidders:	Central States Capital Markets	Northland Securities, Inc.								
Maturity Date	$255,000 Principal	Bid 1 Interest Rate	Bid 2 Interest Rate	Bid 3 Interest Rate	Bid 4 Interest Rate	Bid 5 Interest Rate	Bid 6 Interest Rate	Bid 7 Interest Rate	Bid 8 Interest Rate	Bid 9 Interest Rate	Bid 10 Interest Rate
1-Oct-28	255,000.00	3.750%	**3.000%**								
Total Interest Cost:		26,828.13	**21,462.50**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less Premium:		0.00	**0.00**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Plus Discount:		7,267.50	**6,209.25**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Interest Cost:		34,095.63	**27,671.75**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Net Interest Rate:		4.7658%	**3.8679%**								
True Interest Cost		4.8508%	**3.9264%**								

Gilmore & Bell, P.C.
11/11/2025

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON NOVEMBER 25, 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 2025B, dated December 11, 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 NORTHLAND SECURITIES, INC., MINNEAPOLIS, MINNESOTA, 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 2025B, 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

$250,000 CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: December 11, 2025	Sale Date: November 25, 2025
Series 2025B	11:00 A.M., Central Time
	Max Interest Rate: 7.151%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
11/11/2025

RESOLUTION NO. [____]

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

NOVEMBER 25, 2025

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B

RESOLUTION

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ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES

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ARTICLE IV SECURITY FOR NOTES

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

ARTICLE VI DEFAULT AND REMEDIES

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RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025B, 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.

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 (collectively the “Improvements”) to be made in the City, to-wit:

Project Description	Res. No.	Authority (K.S.A.)	Amount
Paving improvements	17-2025	12-6a01 et seq.	$672,000
Sanitary Sewer	06-2025	12-6a01 *et seq.*	485,000
Water Distribution System	07-2025	12-6a01 *et seq.*	374,000
Total			***$1,531,000***

; and

*Increased to include an increase in the construction and engineering estimate for the paving Improvements, as provided in the applicable authorizing resolution, but does not include interest and costs of issuance, which are described below

WHEREAS, in addition to the estimated costs in the foregoing table, the estimated interest and costs of issuance for the Notes are $34,687.20, which estimate is hereby approved by the governing body of the Issuer; 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, the Issuer has previously issued its General Obligation Temporary Notes, Series 2025, to finance a portion of the costs of the Improvements, in the amount of $1,095,199.30, including note sale premium, which financed a $974,029.58 deposit to an improvement fund, and $121,169.72 of interest costs and costs of issuance, leaving $556,970.42 of estimated Improvement costs, including interest and costs of issuance, eligible to be financed from the Notes; and

WHEREAS, other than the Series 2025 Notes described above, none of such general obligation bonds or temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the governing body of the Issuer 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 $250,000 to pay a portion of the 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 2025B created pursuant to ***Section 501*** hereof.

"Dated Date" means December 11, 2025.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 2025B (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.

"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 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 2025B 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 2025B, 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, 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:

Northland Securities
2675 N. Mayfair Rd., Suite 550
Milwaukee, Wisconsin 53226
Fax: (414) 755-1831

(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, less an underwriting discount of $4,415.00, less an original issue discount of $1,672.50.

"Purchaser" means Northland Securities, 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.

"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 2025B, of the Issuer in the principal amount of $250,000, for the purpose of providing funds to: (a) pay a portion of the 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	$250,000	3.000%

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., 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 Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. 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, 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 2025B.

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

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

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 during construction of the Improvements.

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

MISCELLANEOUS PROVISIONS

Section 901. 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 902. 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 903. 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 904. 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 905. 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 906. 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 907. 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 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. 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 November 25, 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 November 25, 2025, as the same appears of record in my office.

DATED: November 25, 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 2025B

Interest Rate:	**Maturity Date:**	**Dated Date: December 11, 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., 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 2025B," aggregating the principal amount of $250,000 (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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Registration Date: December 11, 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)

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 December 11, 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 December 11, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$250,000

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B**

DATED DECEMBER 11, 2025

Legal Opinion

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

$250,000
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED DECEMBER 11, 2025

CLOSING LIST

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. Jennifer Hill, Esq., Wichita, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. Northland Securities, Inc., Milwaukee, Wisconsin (the “Original Purchaser”)
6. Ranson Financial Group, LLC, 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**
   · Map of Improvement District
   · Petition
   · Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 17-2025
   · Resolution No. 17-2025 authorizing paving improvements (recorded)
   · Affidavit of Publication of Resolution No. 17-2025

2. **Indian Ridge at Clearwater Phase 2 – Sanitary Sewer Improvements**
   · Bid Award Amount
   · 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**
   - ·Bid Award Amount
   - ·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. 18-2025

5. Resolution No. 18-2025 authorizing the offering for sale of the Notes

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

7. Official Statement

8. 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. [____]

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

CLOSING DOCUMENTS

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

11. Uniform Facsimile of Signature Certificates

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

13. Specimen Note and Printer's Certificate

14. Agreement Between Issuer and Agent

15. DTC Blanket Letter of Representations

16. Closing Certificate

LEGAL OPINIONS

MISCELLANEOUS DOCUMENTS

* * * * *

Gilmore & Bell, P.C.
11/12/2025

TRANSCRIPT CERTIFICATE

$250,000
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED DECEMBER 11, 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 November 25, 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 third class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the 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 a portion of the costs of certain paving, sanitary sewer and water distribution system 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 portion of 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

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2025B, Dated December 11, 2025, of the City of Clearwater, Kansas

Sources of Funds:	
Principal Amount of the Notes	$250,000.00
Original Issue Discount	-1,672.50
Total	***$248,327.50***
Uses of Funds:	
Deposit to Improvement Fund - Improvements	$215,312.80
Deposit to Improvement Fund - Capitalized Interest	17,291.67
Deposit to Costs of Issuance Account	11,308.03
Underwriter's Discount	4,415.00
Total	***$248,327.50***

EXHIBIT B

CITY OF CLEARWATER, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of December 11, 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	370,000	168,757 (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					***$3,895,000***	***$1,932,363***

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	2025	10/09/2025	10/01/2028	1,090,000	1,090,000	580,752 (53.28%)
General Obligation Temporary Notes[1]	2025B	12/11/2025	10/01/2028	250,000	250,000	42,050 (16.82%)
Totals					***$9,290,000***	***$7,985,962***

[1] This issue

AGREEMENT BETWEEN ISSUER AND AGENT

$250,000
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED DECEMBER 11, 2025

THIS AGREEMENT, dated as of December 11, 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, an initial setup fee of $300, a registration fee of $30, plus a fee of $312.50, based on a percentage of the aggregate principal amount of the Securities as follows:

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

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the 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.
11/12/2025

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

**$250,000
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED DECEMBER 11, 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 December 11, 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 Northland Securities, 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: November 25, 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

$250,000
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025B
DATED DECEMBER 11, 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 December 11, 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 November 25, 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, 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 November 25, 2025 (the "Note Resolution") for the purpose of paying costs of issuance and paying a portion of the costs of certain paving, sanitary sewer and water distribution system 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 October 28, 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*** and ***C***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best or our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the 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

[December 11, 2025]

Governing Body
City of Clearwater, Kansas

Northland Securities, Inc.
Milwaukee, Wisconsin

Re: $250,000 General Obligation Temporary Notes, Series 2025B, of the City of Clearwater, Kansas, Dated December 11, 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 (including any original issue discount properly allocable to an owner of a Note) 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.

City of Clearwater
City Council
November 25, 2025

FCMI Contract 2026

<u>Context:</u> In 2024 the City of Clearwater cancelled partnership with the State Employee Health Plan (SEHP) and moved to offering insurance with broker. For the 2025 calendar year the city partnered with Freedom Claims Management Inc (FCMI), to manage the City's employee health insurance plan.

There was growing pains at the beginning of the year for staff but now pharmacies and doctor's offices are able to process claims easier for the benefit of the employee.

The contract will be to renew with FCMI for 2026.

<u>Financial:</u> Year to date the city has put $68,682 in reserves to pay the city's portion of claims. The current fund balance is $37,735.

When reviewing the SEHP plan the city would have paid all of that to the State plus an increase of around 8% each year.

The FCMI fee per employee per month is $45.00. FCMI will also receive a percentage of savings recovered by the Company as a "Risk Based" MERP fee. The percentage of savings to be charged will be 15%.

The renewal fee is $550.00

On the proposed reserve funding it is recommended to go with option 1 because staffs point of view that it is easier to budget flat funding rates. The flat rate will be around 4% less funding for 2026 than 2025 but all parties feel that is still very reasonable.

<u>Legal Considerations:</u> review and comment as necessary.

<u>Recommendations/Actions:</u> Authorize the mayor to sign the FCMI contract with Rate Option 1 reserve funding for 2026.

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1st day of January, 2026, by and between **Freedom Claims Management, Inc.,** hereinafter referred to as "FCMI," and City of Clearwater, hereinafter referred to as the "Company."

WHEREAS, the Company has adopted a program of hospital, health care, and prescription benefits (the Company's "Group Medical Plan") for certain of its employees and their dependents;

WHEREAS, the Company has established another medical expense reimbursement program ("MERP") designed to reimburse eligible employees (i.e., those who are participating in the Group Medical Plan) for a portion of the health claims that they and their covered dependents incur and that count toward the deductible under the Company's Group Medical Plan;

AND WHEREAS, the Company desires to establish a business relationship whereby FCMI will undertake to act as a limited agent for the Company in (1) receiving and processing claims for benefits under the MERP, (2) disbursing claim payments under the MERP, and (3) performing such additional duties as are set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, it is agreed by FCMI and the Company as follows:

Section One
Claims Administration

1. Upon receipt of a claim for benefits, FCMI shall review the claim and determine whether it has been properly filed and the amount, if any, due and payable under the terms of the MERP.

2. On behalf of the Company, FCMI will disburse claim payments determined by FCMI to be due in accordance with the provisions of the MERP to the person or assignee entitled thereto.

3. FCMI shall take all reasonable steps necessary to process claims and disburse payments accurately and expeditiously, in accordance with the terms and conditions of the MERP and applicable laws.

Section Two
Payment of Claims

1. The Company authorizes FCMI to pay benefits under the MERP by checks drawn on an account at Farmers State Bank & Trust, Great Bend, Kansas, over which FCMI, as agent for the Company, has been given checkwriting authority by the Company. The account shall be established and maintained in the name of the Company for the payment of claims. FCMI will notify the Company of the amount needed to pay approved benefit claims, and the Company shall remit the funds necessary for payment of the claims. FCMI shall have authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such funds to or on behalf of participants in payment of approved claims.

2. In the event it is determined by FCMI that a claim previously paid by FCMI has been underpaid, FCMI will promptly adjust the claim and make any additional payment due under the MERP. In the event FCMI determines that a claim previously paid has been overpaid, or has made payment of benefits otherwise not properly payable under the MERP, FCMI will endeavor to recover the payment. FCMI's procedure to recover such payments shall include a formal request for a refund from the party improperly receiving the payments and, if such party fails to make a refund, FCMI may offset the amount refundable against any future benefits payments that may

become due to such party. FCMI shall promptly notify the Company if it is unsuccessful in recovering any overpayment. FCMI shall not be required to initiate court proceedings to recover any overpayment, but may do so if it chooses to after being authorized by the Company. FCMI shall not be liable to the Company for any overpayments unless FCMI has made such overpayment due to the negligence of FCMI.

3. The determination of any claims payable under the MERP shall initially be made by FCMI. However, in the event the Company determines that FCMI has misinterpreted the MERP and so informs FCMI in writing, all claims reported after delivery of such written instructions to FCMI shall be processed and paid in accordance with the Company's interpretation as set forth in such writing.

4. The Company recognizes that clerical errors and normal variations in claim processing made without intent to defraud and absent negligence or willful misconduct are possible. When any errors or variations are made and discovered, FCMI shall promptly commence reasonable efforts to correct, adjust and/or otherwise remedy the same to the extent such is possible. The cost of errors which cannot be corrected through the reasonable efforts of FCMI shall be treated as a benefit expense, provided that such error was not attributable to FCMI's negligent acts or omissions. FCMI will be liable for the cost of errors only if the same are attributable to FCMI's negligent acts or omissions.

Section Three
Agency Agreement

1. The Company recognizes that FCMI, in performing its obligations under this Administrative Agreement, is acting as a limited agent of the Company and has not been and shall

not be designated the plan administrator with respect to the MERP for purposes of the Employee Retirement Income Security Act of 1974 (ERISA) or any other applicable state or federal law.

2. The Company shall hold FCMI, its officers, directors and employees harmless from any all claims, expenses, damages, losses, costs, liabilities (including tax assessments and related interest and/or penalties), settlements, fines, judgments, damages, penalties, or court awards that are incurred in connection with any act or omission arising in whole or in part out of its performance under this Administrative Agreement; provided, however, the Company shall not have liability for a claim, expense, loss, cost, liability, settlement, fine, judgment, damage, penalty, or court award that is attributable to FCMI's negligence, misconduct or fraud in performing its obligations in accordance with this Agreement. The defense of any legal action instituted on a claim for benefits filed in accordance with the MERP shall not be an obligation of FCMI; however, FCMI agrees to cooperate with the Company in defense of any such action by providing any required records or evidence it has concerning the claim. To the extent FCMI, its officers, directors and employees are subject to liability under this Agreement, the maximum amount of liability of FCMI or such person shall be equal to one (1) year of fees assessed by FCMI to the Company under this Agreement.

Section Four
Duties of the Company/Plan Administrator

1. The Company shall deliver to FCMI completed enrollment cards for each covered person eligible for benefits under the MERP as of the effective date of this Administrative Agreement. Thereafter, the Company shall notify FCMI on or before the 5th day of each month of all changes in participation in the MERP, whether by reason of termination, change in classification, or any other reason.

2. The Company shall collect all monies payable into the MERP by the Company or the MERP participants in such manner as the Company deems appropriate and shall deliver all such monies so collected to the MERP or the claims account established under the MERP on not less than a monthly basis or whenever requested by FCMI for the required payment of claims.

3. The Company shall assist FCMI in the enrollment of MERP participants and cooperate with FCMI with regard to the proper settlement of benefits and shall transmit any inquiries pertaining to the MERP to the plan administrator. The Company shall maintain a supply of forms, enrollment cards, and other documents necessary for the administration of the MERP and shall distribute the same or make them available to persons eligible to participate.

4. The Company shall perform the duties and functions required by the plan administrator under ERISA and regulations promulgated thereunder, including ERISA's reporting and disclosure requirements. These duties include preparation of the Plan Document and Summary Plan Description (SPD), distributing the SPD to employees, advising employees of changes in the provisions of the MERP, filing an annual Form 5500, and preparing and distributing a summary annual report to employees. The Company may contract with FCMI to assist it in performing these duties, but only as specifically stated herein or in a separate written agreement.

Section Five
Standard of Care

FCMI shall perform its duties and obligations under this Agreement in a timely fashion and with the care, skill, prudence and diligence under the circumstances then prevailing that a reasonable and prudent third-party administrator, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character with like aims.

Section Six
Notification of Eligibility

1. The Company acknowledges that the effective performance of this Agreement by FCMI requires that FCMI be advised by the Company periodically but not less frequently than once per month of the identity of all individuals eligible for benefits under the MERP, their effective eligibility date or termination of eligibility date, and the benefits to which each such individual is entitled. The Company shall furnish such other information which may be reasonably required by FCMI to properly perform its duties under this Agreement. In determining any person's rights to benefits under the MERP, FCMI shall rely on eligibility information furnished by the Company prior to the submission of such person's claim. FCMI shall not be responsible for any non-performance or delays in performance of this Agreement caused in whole or in part by the failure of the Company to furnish any information requested by FCMI in the performance of its duties under this Administrative Agreement.

Section Seven
Modification of Plan Document

1. Any modification or amendment to the MERP shall be immediately communicated in detail and in writing by the Company to FCMI. After receipt by FCMI of such modification or amendment to the MERP, the term "MERP," as used in this Administrative Agreement, shall include such modification or amendment as of the effective date thereof or the date FCMI receives such written modification or amendment, whichever is the later date.

2. Any revision in the administrative charge which may be reasonably deemed necessary by FCMI as the result of any material modification or amendment to the MERP shall be communicated to the Company within thirty (30) days after receipt of notice of said modification or

amendment. Any such revision is subject to the prior written approval of the Company; provided, however that if such approval is withheld, then FCMI may terminate this Agreement by providing the Company with at least forty-five (45) days prior written notice thereof.

Section Eight
Financial Responsibility

The Company hereby assumes responsibility and all liability resulting from eligible claims made in accordance with the MERP. FCMI shall not be responsible for any enrollee's medical or other debts arising out of any medical care or confinement.

Section Nine
Confidential and Proprietary Information

The Company and FCMI agree to use any confidential or proprietary information only in accordance with this Agreement and the Business Associate Agreement attached hereto as Exhibit C and incorporated herein by reference. The Company will cooperate in providing FCMI with access to medical or other records that may be required by FCMI to perform services under this Agreement. FCMI will protect the confidentiality of the enrollee's medical information in accordance with the terms and conditions of the Business Associate Agreement and all applicable state and federal laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any regulations promulgated pursuant thereto, including the HIPAA Security and Privacy rule (45 CFR Parts 160 and 164), and any amendments thereto, including through the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) and the regulations promulgated pursuant thereto.

Section Ten
Records Retention and Review

FCMI will maintain records of claims submitted under the MERP as well as any payments disbursed by FCMI under the MERP for a period of eight (8) years, measured from the first day of the Plan Year to which the records relate. The plan administrator, or duly authorized representatives of the Company, shall have the right to examine and audit such records during the regular business hours of FCMI upon five (5) business days' advance written notice to FCMI. At the request of the Company upon or following termination of this Agreement, FCMI shall promptly deliver all such records to the Company, or its designee, in either electronic or hard copy format.

Section Eleven
Additional Duties of FCMI as Claims Supervisor

FCMI will perform the duties set forth in Exhibits "A" and "B" attached hereto and by this reference incorporated into this Agreement. The duties set forth in Exhibit "A" may, from time to time, be modified in writing by the mutual agreement of the Company and FCMI. Revised administration fees, if any, resulting from modification of the duties set forth in Exhibit "A" are subject to the prior approval of the Company and must be acknowledged in writing by the Company. The parties acknowledge and agree that the administrative fees payable hereunder shall not be increased during the initial term of the Agreement.

Section Twelve
Term of Agreement

The term of this Agreement shall commence on the day and year first above written and continue for a period of one (1) year, ending at 12:00 midnight. This Agreement shall automatically renew for like one-year terms unless written notice of non-renewal is given by either party to the other at least sixty (60) days prior to the end of any one-year term of this Agreement in which event this Agreement will terminate at midnight on the last day of the then current contract year.

Section Thirteen
Early Termination of Agreement

This Agreement may be terminated prior to the end of its initial term or any renewal term as follows:

1. On any date mutually agreeable to the Company and FCMI, or
2. Sixty (60) days after FCMI receives written notice of termination by the Company, or
3. Sixty (60) days after the Company has received written notice of termination by FCMI.

Section Fourteen
Liabilities Prior to Termination

Upon expiration or earlier termination of this Agreement, the Company and FCMI will be relieved of any further liability or obligation hereunder, except for any obligations or liabilities which may arise from performance under the terms of this Agreement prior to termination thereof, and except as provided in Section Thirteen above and below in this Section Fifteen. Upon termination of this Agreement, FCMI and the Company shall return to one another any and all information of a proprietary nature belonging to the other (claims information will be returned to the Company COD). Administration services required to process and adjudicate claims incurred prior to the termination of this Agreement arising after termination of this Agreement (i.e. "run-out claims") will be provided by FCMI for a period of three (3) months following termination of this Agreement. In consideration for such services, the Company will pay FCMI the full amount of the applicable administration fees set forth on Exhibit B attached hereto during such three (3)-month period. Thereafter, FCMI may continue to process run-out claims on a month-to-month basis, subject to the mutual agreement of the parties, for a "per claim" fee to be negotiated and agreed to by the parties in writing.

Section Fifteen
Broker/Agent

The Company acknowledges that the relationship between the Company and any broker/agent/consultant involved in providing insurance services to the Company is direct between the Company and said broker/agent/consultant and without involvement of FCMI.

Section Sixteen
Notice Between Parties

Any notice to be given under the terms of this Agreement shall be effective if given in writing and sent by United States mail, postage prepaid, and addressed as follows:

If to the Company:

City of Clearwater
Attention: Plan Administrator
PO Box 453
Clearwater, KS 67026

If to FCMI:

Freedom Claims Management, Inc.
Attention: Julie Yarmer, President
52 NW 30th Rd
P.O. Box 1365
Great Bend, KS 67530

Notices sent by U. S. mail shall be deemed to have been received three (3) business days after the postmark date.

Section Seventeen
Modification of Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification or amendment shall be valid unless in writing, signed by each of the parties hereto.

Section Eighteen
Force Majeure

Should the performance of services required under this Agreement on the part of either FCMI or the Company be prevented or delayed by an act of God, governmental authority, or any other cause beyond either party's control, the time period for the performance of services will be extended for a period of time equal to the delay, and delayed performance will be excused. In such event, however, both parties agree to use reasonable efforts with respect to performance of their obligations under this Agreement.

Section Nineteen
Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas. The Company hereby submits to jurisdiction of the state court of the State of Kansas, with venue proper only in Barton County, Kansas, and agrees that said court shall have exclusive jurisdiction of this Agreement and that any litigation regarding this Agreement shall be submitted to said court and no other court.

Section Twenty
Miscellaneous

1. This Agreement, with its Exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior

written or oral communications or agreements between the parties relating to the subject matter of this Agreement.

2. The headings and titles within this Agreement are for convenience only and not part of the Agreement.

3. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

4. This Agreement is for the benefit of the Company and FCMI and not for any other person. It shall not create any legal relationship between FCMI and any employee, beneficiary, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the MERP.

5. FCMI is an independent contractor under this Agreement. Nothing in this Agreement shall be interpreted as authorizing FCMI or its agents and/or employees to act as an agent or representative for or on behalf of the Company, or to incur any obligation of any kind on the behalf of the Company except as expressly provided otherwise in this Agreement.

6. Nothing in this Agreement is intended to constitute legal or tax advice from FCMI to the Company or any other party which may be relied upon. Under no circumstance will FCMI provide legal or tax advice to the Company, the MERP, or a covered individual. The Company may review with its legal counsel all legal documents and forms provided or prepared by FCMI, and is encouraged to consult its legal counsel with respect to any questions concerning its

responsibilities under this Agreement, the MERP, and/or the legal sufficiency of any documents provided to the Company by FCMI.

7. This Agreement may be executed by the parties hereto in one or more separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

By________________________________	**By___________________________________**
(Title)_____________________________	**(Title)__________________________________**
Freedom Claims Management, Inc.	**City of Clearwater**
Date______________________________	**Date__________________________________**

EXHIBIT A

1. Evaluation and payment or declination of the amount of claims presented, based on the provisions of the Plan Document/Summary Plan Description.
2. Application of claims control procedures necessary to effectively implement the basic principles of the MERP.
3. Advising and offering aid to claimants in effort to help them meet the requirements for additional information.
4. Claim investigation, including discussion, when applicable, with physicians and other providers of service, for claim in question.
5. Obtaining, as necessary, information regarding nonduplication and/or coordination of benefits.
6. Investigation of claims whose charges appear to be excessive and applying reasonable and customary guidelines to payment activities.
7. Performing periodic audits, on a simple basis, of claim payments.
8. Notifying, in writing, claimants of rejected claims and the reason for such rejection.
9. Proper storage of all claim payment records for a period of eight (8) years, measured from the first day of the MERP Year to which the record relates.
10. Preparation of monthly, quarterly, and/or annual claim reports for The Company on a timely basis.
11. Periodic review of claims experience to assist in procurement of underwriting advice.
12. Preparing information pertaining to claim payments to providers of health care related services for companies requested pursuant to Section 6041, IRC for the preparation of 1099 form.
13. Contract for the printing of Plan Document/Summary Plan Description.
14. Designing of plan booklets describing all benefits of the MERP for issuance to all eligible employees and their dependents eligible under the MERP during the terms of the Administration Agreement or review of plan booklets if prepared by the Company.
15. Return of all claim files and related information to the Company in the event of termination of the Agreement.

____________ Initial

____________ Date

EXHIBIT B

January 1, 2026

1. The charge to the Company for service by FCMI will be $32.00 per employee per month for administration of medical, prescriptions, standard reports, and routine consulting on the MERP design. COBRA administration is included.

2. HIC, Health Insurance Cooperative Agency, Inc., will receive $13.00 per employee per month for consulting services.

3. No less than thirty (30) days prior to the termination of the contract, FCMI will provide a revised Exhibit B and at that time may propose in writing a revision of the administration fee for the upcoming contract year.

4. FCMI and HIC will receive a percentage of savings recovered by the Company as a “Risk Based” MERP fee. The % of savings to be charged will be 15% of savings.

5. FCMI will charge a renewal fee in the amount of $550.

_____________ Initial

_____________ Date

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into on this 1ST day of January, 2026, by and between Freedom Claims Management, Inc. ("Business Associate") and City of Clearwater on behalf of the City of Clearwater Medical Expense Reimbursement Plan (the "Plan").

WHEREAS, the Plan is a "covered entity" as that term is defined in the Privacy Rule (as defined below), and, by virtue of the services that Business Associate performs for the Plan, Business Associate is a "business associate" as that term is defined in the Privacy Rule;

WHEREAS, under the Privacy Rule, Plan may not transfer Protected Health Information to Business Associate or permit Business Associate to receive Protected Health Information on behalf of Plan without satisfactory assurances from Business Associate that it will appropriately safeguard the information;

WHEREAS, Business Associate desires to provide the satisfactory assurances required by the Privacy Rule and further define the party's rights and responsibilities under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for the exchange of Protected Health Information;

WHEREAS, as required pursuant to the final regulations promulgated under HIPAA, Business Associate agrees to undertake certain responsibilities as required by those regulations and this Agreement;

WHEREAS, as a result of the assurances provided in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Plan as specified in Freedom Claims Management, Inc. Service Agreement, provided that such use or disclosure is not otherwise limited by this Agreement and would not violate the Privacy Rule if done by Plan or the minimum necessary policies and procedures of the Plan.

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) **"Breach"** shall have the same meaning as the term "breach" in 45 CFR 164.402, limited with respect to Protected Health Information.

   (b) **"Breach Notification Rule"** shall mean the Standards and Implementation Specifications for Notifications of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.

   (c) **"Business Associate"** shall have the same meaning as the term "business associate" in 45 CFR 160.103 and shall include all successors and assigns, agents, affiliates, subsidiaries (as applicable), and related companies of the Business Associate identified in the opening paragraph of this Agreement.

(d) **"Discovery"** shall mean the first day on which such specified fact or condition (e.g., a Breach) is known to the applicable person, or, by exercising reasonable diligence would have been known to the applicable person. A person shall be deemed to have knowledge of a specified fact or condition (e.g., a Breach) if such fact or condition is known, or by exercising reasonable diligence would have been known, to any person, other than the person causing or committing the fact or condition, who is an agent of the applicable person (determined in accordance with the federal common law of agency).

(e) **"EDI Rule"** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(f) **"Electronic Protected Health Information"** or **"EPHI"** shall have the same meaning as the terms "Electronic Protected Health Information" or "E-PHI" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

(g) **"Enforcement Rule"** shall mean the Enforcement Provisions set forth in 45 CFR Part 160.

(h) **"Genetic Information"** shall have the same meaning as the term "genetic information" in 45 CFR 160.103.

(i) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

(j) **"HIPAA Rules"** mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

(k) **"HITECH Act"** shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

(l) **"Individual"** shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(m) **"Privacy Rule"** shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 CFR Part 160 and 164 Subparts A and E.

(n) **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of the Plan.

(o) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(p) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(q) **"Security Incident"** shall have the same meaning as the term "security incident" in 45 CFR 164.304.

(r) **"Security Rule"** shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(s) **"Subcontractor"** shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.

(t) **"Transaction"** shall have the same meaning as the term "transaction" in 45 CFR 160.103.

(u) **"Unsecured Protected Health Information"** means Protected Health Information that is not secured through the use of technology or methodology specified by the Secretary of Health and Human Services through guidance issued by the Secretary.

Terms used, but not defined, in this Agreement shall have the same meaning as those terms in 45 CFR 164.103 and 164.501.

2. **Obligations and Activities of Business Associate Regarding Protected Health Information.**

(a) **Limited Use of PHI.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

(b) **Appropriate Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Rule.

(c) **Agents and Subcontractors.** Business Associate agrees to enter into a contractual arrangement with any agent and/or Subcontractor to whom it provides Protected Health Information received from the Plan (or created or received by Business Associate on behalf of the Plan), and agrees that such contractual arrangement shall incorporate the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information. Business Associate agrees that such contractual arrangement shall provide that any such agent and/or Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Plan's Protected Health Information. Business Associate agrees that such contractual arrangement shall provide that, in the event that a possible breach occurs with respect to the Plan's Protected Health Information, the agent and/or Subcontractor shall immediately and directly notify the Plan of such possible breach. Business Associate agrees, to the extent permitted by law, to accept full legal responsibility for any such breach that occurs as a result of its own actions or inactions and/or the actions or inactions of its agents and/or Subcontractors.

(d) **Access to PHI.** Business Associate agrees to provide access at the request of the Plan, and in the time and manner designed by the Plan, or as directed by the Plan, to an Individual in order for the Plan to meet the requirements under 45 CFR 164.524.

(e) **Amendments to PHI in Designated Record Set.** Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 CFR 164.526 at the request of the Plan or an Individual, and in the time and manner designated by the Plan. If the Plan requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that will enable the Plan to meet its electronic access obligations under 45 CFR 164.524.

(f) **Availability of Business Associate's Internal Documents Relating to Handling of PHI.** Business Associate agrees to make internal practices books and records, including policies and procedures relating to the use and disclosure of Protected Health Information available to the Plan, or at the request of the Plan to the Secretary, in a time and manner designated by the Plan or Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Rule. Business Associate shall immediately notify the Plan upon receipt or notice of any request by the Secretary to conduct an investigation with respect to Protected Health Information received from the Plan and to provide to the Plan copies of any and all information provided by Business Associate to the Secretary in connection with any such investigation.

(g) **Documentation of PHI Disclosures.** Business Associate agrees to document any disclosures of Protected Health Information and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to maintain the disclosure information for at least six years following the date of the accountable disclosure.

(h) **Information Regarding PHI Disclosures.** Business Associate agrees to provide to the Plan or an Individual, in a time and manner designated by the Plan, information collected in accordance with paragraph (g) above of the Agreement, and to permit the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(i) **Use of PHI Consistent with Plan's Intent.** Business Associate agrees to use or disclose Protected Health Information pursuant to the request of the Plan; provided, however, that the Plan shall not request Business Associate to use or disclose

Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan.

(j) **Limited Disclosures of PHI Involving Fully-Paid Out of Pocket Expenses.** Business Associate agrees to restrict the disclosure of PHI of a Plan participant (unless the disclosure is otherwise required by law) if the participant so requests, where the disclosure is for purposes of carrying out payment or health care operations (and not treatment) and the PHI for which the participant requests a restriction on its disclosure pertains to a health care item or service for which the health care provider has been paid out-of–pocket, in full.

(k) **Prohibition on Sale of PHI.** Business Associate shall not engage in any sale (as defined in the HIPAA Rules) of Protected Health Information.

(l) **Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

(m) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

(n) **Not an Agent.** Business Associate agrees that it is an independent contractor and not an agent of the Plan.

3. **<u>Permitted Uses and Disclosures of Protected Health Information by Business Associate.</u>**

(a) **Functions and Activities on Behalf of the Plan.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services for, or on behalf of, the Plan as previously agreed to by the parties in the Freedom Claims Management, Inc. Service Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan. This includes receiving and using Protected Health Information obtained from Plan, particularly patient medical records and associated billing and payment information, and related documents.

(b) **Business Associate's Operations.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate and to carry out the legal responsibilities of the Business Associate. Business Associate also may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosure is either (i) Required by Law or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached.

(c) **Minimally Necessary Use of Protected Health Information.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Plan is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

(d) **Data Aggregation**. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to the Plan as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) **No Transfer of Protected Health Information Outside the United States.** Business Associate shall not transfer Protected Health Information outside the United States without the prior written consent of the Plan. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

(f) **Reporting Violations of Law.** Business Associate may use Protected Health Information to report violations of law to federal and state authorities consistent with 45 CFR 164.502(j)(1).

4. **<u>Breaches and Security Incidents.</u>**

(a) **Reporting.**

(i) *Impermissible Use or Disclosure*. Business Associate agrees to report to the Plan any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware, and to mitigate, to the extent practicable, any harmful effects of such use or disclosure that are known to Business Associate. Such notice shall be made promptly, but not later than fourteen (14) days after Discovery, and thereafter upon request of the Plan.

(ii) *Notice of Breach to the Plan*. In addition to its obligations under 45 C.F.R. Part 164, Subpart D, subject to any conditions requiring a delay of a notice under 45 C.F.R. 164.412, Business Associate shall notify the Plan in writing of the Discovery of any Breach of Unsecured PHI. Such notice shall be made promptly, but not later than fourteen (14) business days after Discovery, and thereafter upon request of the Plan. Such notice shall include (1) such information then-known or then-available to Business Associate that Plan would be required to include in a notification to an individual under 45 C.F.R. 164.404(c), including, without limitation, the date of Discovery of such Breach, and (2) such information to allow the Plan to determine whether Business Associate constitutes Plan's agent (determined in accordance with the federal common law of agency) with respect to such Breach. Business Associate will comply with all of its notification requirements under 45 C.F.R. Part 164, Subpart D within fourteen (14) business days after notice from Plan of its determination that Business Associate constituted its agent with respect to such Breach.

(iii) *Notice of Breach to Affected Individual(s) and Media*. Business Associate agrees to assist with the notification obligations of the Plan to affected individuals, the Secretary, and, if applicable, the media in accordance with 45 C.F.R. 164.404, 164.408, and 164.406, respectively, of any Breach by Business Associate of Unsecured PHI.

(b) **Mitigation of Harmful Effects.** Business Associate agrees to immediately mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (i) a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement, or (ii) a Security Incident with respect to E-PHI while in the possession or control of Business Associate.

5. **Obligations of the Plan Regarding Protected Health Information.**

(a) The Plan shall provide Business Associate with a copy of the Plan's notice of privacy practices as well as any changes to such notice.

(c) The Plan shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) The Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522.

(d) The Plan and its representatives shall be entitled, within ten (5) business days' prior written notice to Business Associate, to audit Business Associate from time to time to verify Business Associate's compliance with the terms of this Agreement. The Plan shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. The Plan shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with such entity's normal operations.

6. **Compliance with EDI Rule and other Aspects of Administration Simplification Regulations.**

Business Associate agrees that, on behalf of the Plan, it will perform any transaction for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of the Plan.

Business Associate agrees that it will comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to Business Associate. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to Business Associate.

7. **Amendment.**

The parties agree to take any action necessary to amend the Agreement from time to time as is necessary for them to comply with the requirements of the Administrative Simplification Subtitle of HIPAA. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the Plan and Business Associate.

8. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the date set forth on page 1 of this Agreement, and shall terminate when the Services Agreement terminates.

(b) **Termination for Cause.** Upon the Plan's knowledge of a material breach by Business Associate, the Plan shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days of the date that the Plan provides notice of such breach to Business Associate, the Plan shall have the right to terminate this Agreement and the Services Agreement by providing 30 days advance written notice of such termination to Business Associate. A material breach of this Agreement which is not addressed within thirty (30) days of written notice by the Plan is grounds for termination by the Business Associate.

(c) **Effect of Termination.**

(1) Except as provided in subparagraph (2) immediately below, upon termination of this Agreement for any reason, Business Associate shall return all Protected Health Information to the Plan. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event Business Associate determines that returning the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make the return infeasible. Upon mutual agreement of the parties that return of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) The respective rights and obligations of Business Associate under this paragraph (c) shall survive the termination of this Agreement.

9. **Indemnification.**

Business Associate shall indemnify and hold harmless the Plan from and against any and all costs, expenses, claims, demands, causes of action, damages and judgments (including reasonable attorneys' fees) that arise out of or that may be imposed upon, incurred by, or brought against the Plan as a result of a breach of this Agreement or any violation of the Administrative Simplification Subtitle of HIPAA by Business Associate.

The Plan shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages and judgments (including reasonable attorneys' fees) that arise out of or that may be imposed upon, incurred by, or brought against Business Associate as a result of a breach of this Agreement or any violation of the Administrative Simplification Subtitle of HIPAA by the Plan.

The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and shall survive its termination.

10. **Notices.**

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Plan Sponsor, on behalf of the Plan, via mail, hand-delivery or courier:	Attn: Administrator City of Clearwater PO Box 452 Clearwater, KS 67026
If to the Business Associate:	Attn: Julie Yarmer, President Freedom Claims Management, Inc. 52 NW 30th Rd P.O. Box 1365 Great Bend, KS 67530 (620) 792 - 9151

11. **Miscellaneous.**

(a) **Severability.** All parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Plan and the Business Associate agree that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

(b) **Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify, or affect the meaning or construction of, any of the terms or provisions hereof.

(c) **No Waiver of Rights, Powers and Remedies.** No failure or delay by any party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(d) **Regulatory References.** A reference in this Agreement to a section in the EDI Rule or the Privacy Rule means the referenced section or its successor, and for which compliance is required.

(e) **Governing Law.** This Agreement will be governed by and construed in accordance with federal laws and, to the extent applicable, the laws of the State of Kansas.

(f) **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

(g) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the Administrative Simplification Subtitle of HIPAA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified in the opening paragraph of this Agreement.

Freedom Claims Management, Inc.
("Business Associate")

By: ______________________________

Title: President

Print Name: Julie Yarmer

Date: ______________________________

Exhibit C

City of Clearwater, on behalf of
City of Clearwater Medical Expense Reimbursement Plan

By: ______________________________

Title: ______________________________

Print Name: Courtney Zollinger

Date: ______________________________

By: ______________________________

Title: Jaye Poe

Print Name: ______________________________

Date: ______________________________

Broker Request Form

The undersigned entity as the Plan Sponsor for the designated Health Plan does hereby request that Freedom Claims Management, Inc. provide the identified "Broker" access to Protected Health Information for the purpose of enabling the "Broker" to perform certain functions and duties on behalf of the Health Plan. City of Clearwater acknowledges that the relationship between them and any broker/agent/consultant involved in providing insurance services to City of Clearwater is direct between them and said broker/agent/consultant and without involvement of Freedom Claims Management, Inc.

City of Clearwater

By: ______________________________

Title: _____________________________

Date: _____________________________

Name of Broker: HIC Agency, Inc

FreedomChoice - *PROPOSED RESERVE FUNDING*

for City of Clearwater - Plan A

10/31/25 BCBS jh

Medical	FUND PROPOSED										
	SET RESERVE AMOUNT										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$45.50	$250.00	$715.29	**$1,010.79**		$336.67	$21.95	**$1,119.41**	4	$12,000.00	$20,200.00
E/S	$45.50	$500.00	$1,430.58	**$1,976.08**		$673.33	$42.99	**$2,192.40**	0	$0.00	$0.00
E/C	$45.50	$500.00	$1,251.76	**$1,797.26**		$673.33	$39.41	**$2,010.01**	0	$0.00	$0.00
Family	$45.50	$500.00	$1,788.23	**$2,333.73**		$673.33	$50.14	**$2,557.20**	1	$6,000.00	$10,100.00
										$18,000.00	$30,300.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$3,528.58	47.76%
	15% of Savings										
	Claims				*Subject to change pending final enrollment*						

Rate Option 1 Signature ______________________________ Date ________________

Medical	FUND PROPOSED										
	SAME PREMIUM AS 2025										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$45.50	$276.21	$715.29	**$1,037.00**		$336.67	$21.95	**$1,119.41**	4	$13,258.08	$20,200.00
E/S	$45.50	$614.25	$1,430.58	**$2,090.33**		$673.33	$42.99	**$2,192.40**	0	$0.00	$0.00
E/C	$45.50	$693.19	$1,251.76	**$1,990.45**		$673.33	$39.41	**$2,010.01**	0	$0.00	$0.00
Family	$45.50	$425.69	$1,788.23	**$2,259.42**		$673.33	$50.14	**$2,557.20**	1	$5,108.28	$10,100.00
										$18,366.36	$30,300.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$3,528.58	48.97%
	15% of Savings										
	Claims				*Subject to change pending final enrollment*						

Rate Option 2 Signature ______________________________ Date ________________

Medical	FUND CURRENT/RENEWAL										
	TO COMPARABLE										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$45.50	$291.09	$715.29	**$1,051.88**		$336.67	$21.95	**$1,119.41**	4	$13,972.32	$20,200.00
E/S	$45.50	$537.67	$1,430.58	**$2,013.75**		$673.33	$42.99	**$2,192.40**	0	$0.00	$0.00
E/C	$45.50	$543.52	$1,251.76	**$1,840.78**		$673.33	$39.41	**$2,010.01**	0	$0.00	$0.00
Family	$45.50	$795.96	$1,788.23	**$2,629.69**		$673.33	$50.14	**$2,557.20**	1	$9,551.52	$10,100.00
										$23,523.84	$30,300.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$3,528.58	65.99%
	15% of Savings										
	Claims				*Subject to change pending final enrollment*						

Rate Option 3 Signature ______________________________ Date ________________

FreedomChoice - PROPOSED RESERVE FUNDING

for City of Clearwater - Plan C

10/31/25 BCBS jh

Medical	FUND PROPOSED										
	SET RESERVE AMOUNT										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$45.50	$250.00	$729.12	$1,024.62		$261.67	$20.73	$1,057.01	2	$6,000.00	$7,850.00
E/S	$45.50	$500.00	$1,458.23	$2,003.73		$523.33	$40.54	$2,067.60	3	$18,000.00	$23,550.00
E/C	$45.50	$500.00	$1,275.96	$1,821.46		$523.33	$36.90	$1,881.69	1	$6,000.00	$7,850.00
Family	$45.50	$500.00	$1,822.79	$2,368.29		$523.33	$47.83	$2,439.46	4	$24,000.00	$31,400.00
										$54,000.00	$70,650.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$5,794.45	68.23%
	15% of Savings										
	Claims				*Subject to change pending final enrollment*						

Rate Option 1 Signature ______________________ Date ______________

Medical	FUND PROPOSED										
	SAME PREMIUM AS 2025										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$45.50	$257.20	$729.12	$1,031.82		$261.67	$20.73	$1,057.01	2	$6,172.80	$7,850.00
E/S	$45.50	$489.70	$1,458.23	$1,993.43		$523.33	$40.54	$2,067.60	3	$17,629.20	$23,550.00
E/C	$45.50	$615.05	$1,275.96	$1,936.51		$523.33	$36.90	$1,881.69	1	$7,380.60	$7,850.00
Family	$45.50	$209.89	$1,822.79	$2,078.18		$523.33	$47.83	$2,439.46	4	$10,074.72	$31,400.00
										$41,257.32	$70,650.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$5,794.45	50.20%
	15% of Savings										
	Claims				*Subject to change pending final enrollment*						

Rate Option 2 Signature ______________________ Date ______________

Medical	FUND CURRENT/RENEWAL										
	TO COMPARABLE										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$45.50	$140.53	$729.12	$915.15		$261.67	$20.73	$1,057.01	2	$3,372.72	$7,850.00
E/S	$45.50	$326.57	$1,458.23	$1,830.30		$523.33	$40.54	$2,067.60	3	$11,756.52	$23,550.00
E/C	$45.50	$280.05	$1,275.96	$1,601.51		$523.33	$36.90	$1,881.69	1	$3,360.60	$7,850.00
Family	$45.50	$419.58	$1,822.79	$2,287.87		$523.33	$47.83	$2,439.46	4	$20,139.84	$31,400.00
										$38,629.68	$70,650.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$5,794.45	46.48%
	15% of Savings										
	Claims				*Subject to change pending final enrollment*						

Rate Option 3 Signature ______________________ Date ______________