

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

City of Clearwater Council Meeting Agenda
Tuesday May 12, 2026, at **6:00pm**
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. [Wholesale Fireworks Stand Permit](#)
 - d. [Hire Seasonal Staff](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [GO Temporary Note 2026A – Senior Center](#)
 - b. **Action:** [Annual May Appointment](#)
 - c. **Action:** [Mayer Specialty Contract](#)
 - d. **Discussion:** [Solar Farm](#)
 - e. **Discussion:** [Sedwick County Fire District Mutual/Auto Aid](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1129

Resolution: 6-2026

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 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**
April 28, 2026
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

Mayor Burt Ussery called the meeting to order at 6:00 p.m. followed the invocation and flag salute.

2. Roll Call

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

Mayor Burt Ussery, Councilmembers; Justin Shore, Samantha Warkins and Dalton Chambers.

The following staff members were present:

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

3. Approval of Agenda

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

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Updated Council that Larry Lynn will be set for appointment as Municipal Judge in May. The Municipal Judge sets the time for court and the time for court will be changing from 6pm to 3:30pm starting July 1st.
- Fire Department – Courtney Zollinger – No questions from Council.
- Police Department – Kirk Ives – Shore asked if Ives was please with the amount received from the sale of the Durango, Ives said he was and they received more than he expected. Ives also updated the Council that Sergeant Jacks will be recognized as a “Hometown Hero” by KAKE News next week.
- Public Works/Parks – Cole Hollis – Council inquired about the speed limit signs on Diagonal, Zollinger stated that the County will get them taken care of, Ives mentioned if they do not then Police and Public Works will work together and get it taken care of. Chambers inquired about the placement of the Stop Sign on Wood and Tracy, Public Works will review the location.
- Senior Center – Amber Ives – Warkins inquired about the date for Biscuits and Gravy, Ives replied it will be this coming Saturday.

7. National Police Week Proclamation

Mayor Ussery read the proclamation. WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers’ Memorial Day, and the week in which May 15th falls as National Police Week; and WHEREAS, the members of the law enforcement agency of the City of Clearwater, Kansas play an essential role in safeguarding the rights and freedoms of City of Clearwater, Kansas; and WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law

enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and WHEREAS, the men and women of the law enforcement agency of City of Clearwater, Kansas, unceasingly provide a vital public service; NOW, THEREFORE, Burt Ussery, Mayor of the City of Clearwater, Kansas, call upon all citizens of the City of Clearwater, Kansas, and upon all patriotic, civic and educational organizations to observe the week of May 10–16, 2026, as Police Week with appropriate ceremonies and observances in which all of the people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens. Mayor Ussery further calls upon all citizens of the City of Clearwater, Kansas to observe Friday, May 15, 2026, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

8. Business

a. Professional Code Compliance Service Agreement

The City of Clearwater has contracted with Professional Code Compliance (PCC) for code compliance services since September 2024. Staff have been very pleased with their performance over the past year and a half. The contract renews annually on May 1. PCC has provided proper notice of proposed changes effective May 2026. The updated agreement maintains the existing scope of services, duties, and terms. The primary changes include an adjustment to the monthly service rate and the addition of an insurance section outlining coverage requirements and reimbursement provisions. If the new agreement is not approved, code compliance responsibilities would revert to the City Administrator. The monthly service fee will increase from \$1,700 to \$1,800 due to higher fuel, labor, insurance, and technology expenses. This represents a \$100 per month increase, impacting the Administration Fund. In addition, the agreement includes a new provision to reimburse PCC for required insurance costs up to \$15 per month, which may result in up to \$180 annually in additional expense. The City Attorney has reviewed and requested that Section 4 paragraph 3 *The City shall reimburse the CCO for any attorneys' fees and costs incurred by the CCO in connection with such claims or suits involving the CCO in his or her professional capacity for acts undertaken on behalf of the respective City* be removed from the agreement in which PCC agreed to. Shore noted the insurance provisions outlined in the agreement. Hill explained that under Article 6-2, if injury or damage occurs while services are being performed for the City, the matter would be handled through the provider's insurance, including legal representation. Hill emphasized that the City is listed as an additional insured under the policy, which is a significant benefit.

Motion: *Warkins* moved; *Chambers* seconded to approve the updated agreement with Professional Code Compliance for code compliance services effective May 1, 2026. Voted and passed unanimously.

8. Governing Body

Shore – Mentioned the Governor vetoing HB2043 and thought it was a positive.

Warkins – None.

Chambers – Attended the Leadership Academy in Salina where he learned a lot and met a lot of people.

Ussery – Mayor Ussery mentioned that there were people at the last meeting concerned about the Solar Farms. He has sent comments to Commissioner Blubaugh. MAPD will be holding a meeting to discuss the Galena Project tomorrow at 9am. He noted that the TED project is closer to Clearwater and the meeting for that will be May 19th with MAPD. He intends to put this topic back on the agenda so that the governing body will have the opportunity to voice their opinions regarding how they feel about it and how they might move as a community. He intends to go to the meeting tomorrow and encourage the governing body to as well. He noted that the TED project touches 135th and that the process is like Clearwater's, the project heads will have to present it to the planning commission to approve or deny, if approved then it will go to the County Commission for consideration. Shore had asked about the previous discussions on the UGA, Mayor Ussery commented that a packet was put together and is being reviewed.

9. Executive Session

None.

10. Adjournment

Motion: *Shore* moved; *Warkins* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 6:21 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 April 28th, 2026, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 12th day of May 2026.

Jaye Poe, City Clerk



Clearwater, KS

Check Register

Packet: APPKT00109 - 2026 05 06

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0006	AAA PORTABLE SERVICES, INC. AAA I	05/06/2026	Regular	0.00	241.50	52581
0028	ALL SEASONS SPORTSWEAR, INC	05/06/2026	Regular	0.00	351.68	52582
0036	AMAZON BUSINESS	05/06/2026	Regular	0.00	202.15	52583
0070	AXON ENTERPRISE, INC	05/06/2026	Regular	0.00	103.50	52584
0072	B & B LUMBER	05/06/2026	Regular	0.00	256.11	52585
0089	BECKY. C. HURTIG ATTORNEY AT LAV	05/06/2026	Regular	0.00	1,175.00	52586
0112	BREE REEVES	05/06/2026	Regular	0.00	100.00	52587
0152	CERTIFIED ENGINEERING DESIGN	05/06/2026	Regular	0.00	650.00	52588
0194	CLEARWATER WELLNESS CENTER	05/06/2026	Regular	0.00	105.00	52589
0255	DEBORAH PELZ	05/06/2026	Regular	0.00	130.00	52590
0256	DECKER ELECTRIC	05/06/2026	Regular	0.00	500.00	52591
0267	DIGITAL OFFICE SYSTEMS	05/06/2026	Regular	0.00	10.48	52592
0319	EVERGY KANSAS CENTRAL	05/06/2026	Regular	0.00	5,793.97	52593
	Void	05/06/2026	Regular	0.00	0.00	52594
0364	GALL'S INC.	05/06/2026	Regular	0.00	547.84	52595
0369	GARVER, LLC	05/06/2026	Regular	0.00	514.00	52596
0398	HACH COMPANY	05/06/2026	Regular	0.00	574.30	52597
0437	IRRIGATION BY DESIGN	05/06/2026	Regular	0.00	1,508.67	52598
0444	J. LARRY LINN	05/06/2026	Regular	0.00	1,050.00	52599
0445	J. MARTIN CO.	05/06/2026	Regular	0.00	1,475.00	52600
0451	JAMIE BURLEY	05/06/2026	Regular	0.00	228.89	52601
0518	KANSAS GAS SERVICE	05/06/2026	Regular	0.00	401.34	52602
0529	KANSAS ONE CALL SYSTEM, INC.	05/06/2026	Regular	0.00	117.04	52603
0535	KANSAS STATE TREASURER	05/06/2026	Regular	0.00	1,938.08	52604
0553	KIEFER AQUATICS	05/06/2026	Regular	0.00	536.50	52605
0562	KS DEPT HEALTH & ENVIRONMENT E	05/06/2026	Regular	0.00	60.00	52606
0585	LEE REED ENGRAVING, INC.	05/06/2026	Regular	0.00	72.30	52607
0588	LEWIS STREET GLASS CO, INC.	05/06/2026	Regular	0.00	239.04	52608
0674	NICK ALDERETE	05/06/2026	Regular	0.00	45.00	52609
0691	ONESOURCE TECHNOLOGY, INC	05/06/2026	Regular	0.00	4,127.00	52610
0687	O'REILLY AUTO PARTS	05/06/2026	Regular	0.00	70.48	52611
0715	PETTY CASH	05/06/2026	Regular	0.00	20.00	52612
0725	POSTALOCITY	05/06/2026	Regular	0.00	1,000.00	52613
0743	PYE-BARKER FIRE & SAFETY LLC	05/06/2026	Regular	0.00	228.00	52614
0769	ROASTER JOE'S	05/06/2026	Regular	0.00	16.60	52615
0816	SG CO REG FORENSIC SCIENCE CTR	05/06/2026	Regular	0.00	41.15	52616
0822	SHERWIN WILLIAMS CO.	05/06/2026	Regular	0.00	6,716.87	52617
0839	SOUTH CENTRAL SEALING	05/06/2026	Regular	0.00	87,443.98	52618
0843	SPECIALTY MECHANICAL INC	05/06/2026	Regular	0.00	1,897.52	52619
0868	SUPERIOR RUBBER STAMP	05/06/2026	Regular	0.00	37.25	52620
0870	SURENCY LIFE & HEALTH INS CO	05/06/2026	Regular	0.00	239.08	52621
0896	TIMES-SENTINEL NEWSPAPERS	05/06/2026	Regular	0.00	236.25	52622
0911	TURN-KEY MOBILE, INC	05/06/2026	Regular	0.00	8,752.00	52623
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	243.09	52624
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	63.58	52625
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	91.97	52626
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	3.00	52627
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	481.98	52628
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	135.02	52629
0912	TWIN VALLEY TELEPHONE	05/06/2026	Regular	0.00	194.72	52630
0917	UNIFIRST CORPORATION	05/06/2026	Regular	0.00	183.05	52631
0968	WICHITA TRACTOR CO.	05/06/2026	Regular	0.00	455.98	52632
0988	ZORO TOOLS, INC	05/06/2026	Regular	0.00	79.03	52633
0018	AFLAC	05/06/2026	Bank Draft	0.00	672.64	DFT0000258

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0134	CARDMEMBER SERVICES	05/06/2026	Bank Draft	0.00	1,820.49	DFT0000259
0205	COLONIAL LIFE INSURANCE CO.	05/06/2026	Bank Draft	0.00	87.30	DFT0000260
0322	FARMERS BANK	05/06/2026	Bank Draft	0.00	7,197.27	DFT0000261
0509	KANSAS DEPARTMENT OF REVENUE	05/06/2026	Bank Draft	0.00	367.91	DFT0000262
0931	VERIZON WIRELESS	05/06/2026	Bank Draft	0.00	40.01	DFT0000263

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	52	0.00	131,684.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	6	6	0.00	10,185.62
EFT's	0	0	0.00	0.00
	96	59	0.00	141,870.61

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2026	141,870.61
			<hr/>
			141,870.61



Clearwater, KS

Payroll Check Register

Employee Pay Summary

Pay Period: 4/18/2026-5/1/2026

Packet: PYPKT00138 - 2026 05 1st City Payroll

Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Baumann, Austin J	51065	05/08/2026	450	45.00	0.00	3.44	41.56
Berger, Kyle W	51018	05/08/2026	443	60.00	0.00	4.59	55.41
Biggs, Jason B	50016	05/08/2026	419	2,003.10	335.76	367.96	1,299.38
Burley, Jamie L	50019	05/08/2026	422	1,758.30	139.00	371.13	1,248.17
Chambers, Dalton C	50116	05/08/2026	436	44.31	0.00	3.39	40.92
Churchman, Landon J	51119	05/08/2026	153	15.00	0.00	1.15	13.85
Coughlin, Colten G	51052	05/08/2026	449	15.00	0.00	1.15	13.85
Cowherd, Michael D	51036	05/08/2026	445	2,660.76	224.87	544.83	1,891.06
Dinwiddie, Jared K	51015	05/08/2026	441	827.69	0.00	229.15	598.54
Gearhardt, Jason M	50060	05/08/2026	151	4,540.24	641.62	1,160.61	2,738.01
Gordon, Jason E	50104	05/08/2026	433	44.31	0.00	3.39	40.92
Grizzle, Richard E	51084	05/08/2026	452	90.00	0.00	6.89	83.11
Hagy, Victor L	51120	05/08/2026	457	96.40	0.00	7.38	89.02
Harp, Lee B	50063	05/08/2026	427	600.49	0.00	101.16	499.33
Hollis, Cole F	50015	05/08/2026	418	3,005.46	257.09	578.92	2,169.45
Ives, Amber E	50090	05/08/2026	431	1,848.03	242.99	352.11	1,252.93
Ives, Kirk D	50056	05/08/2026	423	3,412.47	407.26	811.19	2,194.02
Jacks, Justin T	50066	05/08/2026	428	3,215.66	360.61	363.26	2,491.79
Kenney, William Vincent	51127	05/08/2026	460	45.00	0.00	3.44	41.56
Kite, Kristopher Glen	PD00003	05/08/2026	461	135.96	0.00	10.40	125.56
Lambert, Patricia L	50017	05/08/2026	420	250.00	0.00	19.13	230.87
McCorkill, Steve R	50069	05/08/2026	429	226.60	0.00	17.34	209.26
Mishler, Johnny L	50025	05/08/2026	150	103.30	0.00	7.90	95.40
Nichols, Patricia L	50062	05/08/2026	426	1,382.55	149.93	247.57	985.05
Ostgren, Courtney L	50227	05/08/2026	438	3,715.13	456.02	924.31	2,334.80
Palmer-Witt, Shirley K	50111	05/08/2026	435	44.31	0.00	3.39	40.92
Pate, Henry A	51017	05/08/2026	442	90.00	0.00	6.89	83.11
Patrick, Justin R	51033	05/08/2026	444	565.00	0.00	93.04	471.96
Pickens, Michael A	50061	05/08/2026	425	3,180.64	191.74	713.96	2,274.94
Poe, Jaye D	50018	05/08/2026	421	2,496.73	224.80	505.19	1,766.74
Posch, Chadd A	50211	05/08/2026	437	2,142.40	327.05	204.44	1,610.91
Rakes, Andrew M	51045	05/08/2026	446	90.00	0.00	6.89	83.11
Reitberger, Carol L	50002	05/08/2026	417	2,221.60	882.56	475.22	863.82
Riggs, Roy R	50080	05/08/2026	430	158.62	0.00	12.13	146.49
Roberson, Austin C	51121	05/08/2026	458	105.00	0.00	8.03	96.97
Ross, Cooper H	51086	05/08/2026	453	2,886.06	389.63	524.29	1,972.14
Schauf, Donald J	50058	05/08/2026	424	245.00	0.00	38.74	206.26
Schauf, Nicholas J	51047	05/08/2026	447	30.00	0.00	2.30	27.70
Schroeder, Robert J	51101	05/08/2026	454	30.00	0.00	2.30	27.70
Seiler, Patricia L	50215	05/08/2026	152	413.20	0.00	45.89	367.31
Shore, Justin L	50101	05/08/2026	432	44.31	0.00	3.39	40.92
Soeken, Ethan E	51083	05/08/2026	451	2,206.22	302.97	409.90	1,493.35
Ussery, Burt L	50107	05/08/2026	434	88.62	0.00	56.77	31.85
Vaughn, Timothy N	51103	05/08/2026	456	90.00	0.00	6.89	83.11
Warkins, Samantha A	51102	05/08/2026	455	44.31	0.00	3.39	40.92
Wood, Brian A	51124	05/08/2026	459	15.00	0.00	1.15	13.85
Worman, Jacob A	51048	05/08/2026	448	15.00	0.00	1.15	13.85
Yates, Kyle S	51002	05/08/2026	439	30.00	0.00	2.30	27.70
Zimmerman, Trent A	51009	05/08/2026	440	75.00	0.00	5.74	69.26
Totals:				47,447.78	5,533.90	9,275.17	32,638.71

**City of Clearwater
City Council Meeting
May 8, 2026**

Wholesale Fireworks Tent Permit

Context: Wholesale Fireworks has submitted their application and fees for a 2026 Fireworks Sales Permit. The proposed firework tent location will be 226 E. Ross.

Financial: The permit fee that was set by the fee resolution for firework tent sales is \$6,000 that was budgeted to be incorporated into the general fund revenue to offset property taxes.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Authorize the clerk to issue the firework tent permit to Wholesale Fireworks.



To Whom It Concern:

Enclosed is an application, applicable fees and required documentation to apply for a permit to sell/distribute fireworks for 2026.

Please feel free to contact me via email at lynette@wholesalefireworks.com if you need additional information or you may call 316-733-7900.

If possible, please email the permit information to the above email address. Paper correspondence should be sent to:

Regular Mail

WFE
Attn: Lynette
PO Box 780604
Wichita, KS 67278

Certified Mail

(should BE necessary to send)

WFE
Attn: Lynette
1611 W Ledgerwood Road
Andover, KS 67002

Your assistance with this matter is appreciated.

Respectfully,

Lynette White
Retail Project Manager
Wholesale Fireworks

Fireworks Sales Permit Application
Each application shall be made on or before June 1 for each year.
CITY OF CLEARWATER
SEDGWICK COUNTY, KANSAS



Name: Wholesale Fireworks Enterprises LLC
Address: PO Box 780604
City: Wichita State: KS Zip Code: 67207
Phone #: 316-733-7900 Application Date: 4-27-26
D.B.A.: Wholesale Fireworks
Insurance Company: Briton Gallagher
Insurance Policy #: 26-00047 Policy Valid From: 2-15-2026 To: 2-15-2027
(Policy Must Be Attached)

Fireworks Stand Location: 226 E Ross

Storage Location of Fireworks: 1162 SW Hunter Road Towanda KS

Date Fireworks to be Sold: June 27th - July 4th

Applicant's Signature: *Synetta White*

CITY OFFICIAL REVIEW AND APPROVAL SECTION

APPROVED BY THE CITY COUNCIL AT THE _____ MEETING.

Fire Chief

Date

City Clerk

Date

Permit Number: _____ Date Permit Fee Paid: 4-29-2026 Permit Fee \$ 6,000

Fireworks sales are authorized by the Kansas State Fire Marshall, in accordance with applicable Kansas Statutes and Kansas Administrative Regulations, through July 2nd between the hours of 10:00 a.m. and 10:00 p.m., and on the days of July 3rd and July 4th between the hours of 10:00 a.m. and midnight.

WHOLESALE FIREWORKS ENTERPRISES LLC

PO Box 780604 Wichita KS 67278
316-733-7900

To Whom It May Concern:

As the current owner/representative, I do hereby give my permission to Wholesale Fireworks Enterprises, LLC or a representative agent, to use the below-mentioned property for the retail temporary sales and storage of fireworks. The term of this agreement will be from June 10th – July 8th, 2026. Wholesale Fireworks Enterprises, LLC will include the property owner as an additional insured on liability insurance.

Address: 226 E Ross
City, State, Zip: Clearwater, KS 67026 **County/Parish:** Sedgwick

SMW

Signature of Landowner/Agent

04/24/2026

Date



Division of Taxation
915 SW Harrison St
Topeka KS 66625-2007

Nick Jordan, Secretary of Revenue
Steve Stotts, Director of Taxation



Department of Revenue

WFE Kansas State Sales Tax

Phone: 785-368-8222
FAX: 785-296-2073
www.ksrevenue.org

Sam Brownback, Governor

May 7, 2014

WHOLESALE FIREWORKS ENTERPRISES LLC
PO BOX 780604
WICHITA, KS 67278-0604

Attached is your Kansas retailers' sales tax registration certificate. Refer to the next page to see how to use your certificate. If you close or sell your business, please return this certificate along with a Discontinuation of Business form, which can be found on our web site.

You are required by Kansas law to file returns electronically. To do so or make payments electronically, visit our web site at <http://www.ksrevenue.org/eservices.htm> or www.webtax.org. See the next page for more details.

KANSAS DEPARTMENT OF REVENUE <i>Division of Taxation</i>	www.ksrevenue.org
RETAILERS' SALES TAX REGISTRATION CERTIFICATE	
Wholesale Fireworks Enterprises LLC 1611 W Ledgerwood Rd Andover, KS 67002-7821	Tax Account Number: 004-204183606F-01 Inception Date: 01/19/2006 Filing Frequency: Monthly
This Registration Certificate is valid until canceled and is not transferable.	

**OFFICE OF THE STATE FIRE MARSHAL,
STATE OF KANSAS**

**Permit #: BUFDA001
WHOLESALE FIREWORKS ENTERPRISES
P O BOX 780604
WICHITA KS 67278**

Is Granted This Permit As: **Fireworks Distributor Unlimited**

To perform duties as a Fireworks Distributor as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1124, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until 4/1/2027 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5.

Issued: 4/1/2026

Expires: 4/1/2027



Wally Roberts
Chief of Investigations



CERTIFICATE OF LIABILITY INSURANCE

2020 Clearwater

DATE (MM/DD/YYYY)

4/26/2026

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

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

PRODUCER Acisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101	
	E-MAIL ADDRESS:		
INSURED Wholesale Fireworks Enterprises LLC 1611 Ledgerwood Drive Andover KS 67002	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Palomar Excess and Surplus Insurance Company		16754
	INSURER B : Allianz Global Corporate & Specialty SE		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER: 109046456** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			AESPLMR-GL-26-00047	2/15/2026	2/15/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			25ABEX0323	2/15/2026	2/15/2027	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Sales Location: 2020 Clearwater Ross & Gorin: 226 E Ross Clearwater, KS
 Additional Insureds: Weaver Ventures, LLC; Shaun Weaver; City of Clearwater

CERTIFICATE HOLDER**CANCELLATION**

2020 WFE Clearwater Ross & Gorin
 Wholesale Fireworks Enterprises LLC
 PO Box 780604
 Wichita KS 67278

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

AUTHORIZED REPRESENTATIVE

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**City of Clearwater
City Council Meeting
May 12, 2026**

Hire of Seasonal Workers

Context: The 2026 seasonal employees.

Public Works Director, Cole Hollis, would like to hire Jacob McDanel as the seasonal mower at \$15.00 per hour.

The Seasonal pool employees will be as follows:

AQUATIC CENTER		\$9,100 season
Chuck Reitberger	Pool Manager – Returning	
Stephanie Mendenhall	Asst Pool Manager – Returning	\$18/hr
Casey Stucky	Asst Pool Manager – Returning	\$17.50/hr
Justine Berlin	Lifeguard – Returning	\$14/hr
		\$13/hr guard
Taryne Fisher	Lifeguard – Returning - Water Safety Instructor	\$14.50/hr WSI
Livia Miller	Lifeguard – Returning	\$13/hr
		\$13/hr guard
Sadie Straub	Lifeguard – Returning - Water Safety Instructor	\$14.50/hr WSI
Hadley Walcher	Lifeguard – Returning	\$12/hr
Chloe Tracy	Lifeguard – Returning	\$12/hr
Phenmore Canup	Lifeguard – Returning	\$12/hr
Regan Gillespie	Lifeguard	\$11/hr
Kylee Wulf	Lifeguard	\$11/hr
Cannon Schwerdtfeger	Lifeguard	\$11/hr
Layne King	Lifeguard	\$11/hr
Kyla Childers	Lifeguard	\$11/hr
Emmitt Ohlde	Lifeguard	\$11/hr
Grant Mellen	Lifeguard	\$11/hr
Brylie Christiansen	Basket Room Attendant - Returning	\$11/hr
Alaina Smith	Basket Room Attendant - Returning	\$10.50/hr
Millie Allred	Basket Room Attendant - Returning	\$9.50/hr
Kylee King	Basket Room Attendant - Returning	\$9.50/hr
Graysea Gardenhire	Basket Room Attendant	\$9/hr

Financial: The wages for the seasonal employees are the budgeted amounts for each position.

Recommendations/Actions: Hire the 2026 seasonal staff.

To: Mayor and City Council
 From: Courtney Zollinger, City Administrator
 Date: May 8, 2026
 Re: Administration Report

- Sedgwick County met on Wednesday May 6th to discuss removing automatic aid.
- Whitney Landscaping has recommended installing signage at the Sports Complex to prohibit sunflower seeds and metal cleats on turf areas. Sunflower seed debris does not clear easily from the surface, and restricting cleats would help extend the long-term life of the turf.
- Staff has been working on configuring the Utility Billing system, which is scheduled to go live on May 18th. This will be the final module to implement.
- Pearson is paving Grant Ave and will be replacing the culverts at 1st and 2nd on Kansas next week. This is the final part of the reconstruction project.
- Year to Date (April 2026): 1% Sales Tax Collected: **\$125,059.41**
- Total Sales Tax Collected since January 2024: **\$853,536.03**

Dates to Remember

- May 18th – Fall Festival Meeting
- May 23rd – Aquatic Center Open
- May 25th – City Offices Closed
- June 15th – Fall Festival Meeting
- **June 30th – Council Workshop**
- July 20th – Fall Festival Meeting
- August 9th – Aquatic Center Closes
- September 29th – Council Workshop
- October 16th-18th – Fall Festival
- October 31st – Downtown Trick or Treat

Active Nuisances/ Code Violations

205 S Tracy	130 N Tracy	148 N Lee	115 N Gorin	116 S Gorin	427 N 1 st St Ct
211 S Lee	132 N Lee	140 S 2 nd	317 E Ross	200 S Lee	200 N Prospect
143 S. 2 nd	721 SE Drive	208 W Ross			



Clearwater, KS

My Budget Report - Revenue - Expenditure Group Summary

For Fiscal: 2026 Period Ending: 03/31/2026

AcctClas...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	1,815,595.04	1,815,595.04	123,520.53	855,999.00	-959,596.04	52.85%
3050 - INTERGOVERNMENTAL	827,000.00	827,000.00	130,484.20	216,894.35	-610,105.65	73.77%
3100 - LICENSES & PERMITS	56,100.00	56,100.00	12,750.82	18,683.11	-37,416.89	66.70%
3200 - CHARGES FOR SERVICES	327,900.00	327,900.00	24,531.78	71,144.11	-256,755.89	78.30%
3250 - FINES & FORFEITURES	80,000.00	80,000.00	10,024.12	26,404.19	-53,595.81	66.99%
3300 - USE OF MONEY & PROPERTY	42,300.00	42,300.00	12,796.08	23,003.48	-19,296.52	45.62%
3350 - MISCELLANEOUS	325,105.00	325,105.00	-16,369.89	-15,129.76	-340,234.76	104.65%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	3,474,000.04	3,474,000.04	297,737.64	1,196,998.48	-2,277,001.56	65.54%
Dept: 401000 - ADMINISTRATION						
4001 - PERSONNEL SERVICES	370,310.00	370,310.00	26,184.23	94,316.69	275,993.31	74.53%
4020 - SUPPLIES & MATERIALS	36,150.00	36,150.00	1,775.49	7,822.76	28,327.24	78.36%
4100 - CONTRACTUAL	208,600.00	208,600.00	9,359.37	33,745.20	174,854.80	83.82%
4101 - CONTRACTUAL CITY WIDE	245,000.00	245,000.00	24,931.68	66,178.50	178,821.50	72.99%
4200 - TRANSFERS OUT	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%
Dept: 401000 - ADMINISTRATION Total:	864,560.00	864,560.00	62,250.77	202,063.15	662,496.85	76.63%
Dept: 401100 - SENIOR CENTER						
4001 - PERSONNEL SERVICES	43,660.00	43,660.00	5,165.19	12,364.59	31,295.41	71.68%
4020 - SUPPLIES & MATERIALS	2,698.00	2,698.00	30.00	31.60	2,666.40	98.83%
4100 - CONTRACTUAL	12,580.00	12,580.00	1,395.03	3,032.04	9,547.96	75.90%
4150 - CAPITAL OUTLAY	17,400.00	9,569.38	7,985.50	7,985.50	1,583.88	16.55%
4200 - TRANSFERS OUT	1,470.00	1,470.00	0.00	0.00	1,470.00	100.00%
Dept: 401100 - SENIOR CENTER Total:	77,808.00	69,977.38	14,575.72	23,413.73	46,563.65	66.54%
Dept: 402000 - POLICE						
4001 - PERSONNEL SERVICES	825,070.00	825,070.00	56,253.25	212,926.26	612,143.74	74.19%
4020 - SUPPLIES & MATERIALS	46,675.00	46,675.00	1,558.63	5,802.99	40,872.01	87.57%
4100 - CONTRACTUAL	75,620.00	75,620.00	3,517.97	9,035.19	66,584.81	88.05%
4150 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%
4200 - TRANSFERS OUT	28,400.00	28,400.00	0.00	0.00	28,400.00	100.00%
Dept: 402000 - POLICE Total:	979,765.00	979,765.00	61,329.85	227,764.44	752,000.56	76.75%
Dept: 402100 - COURT						
4001 - PERSONNEL SERVICES	34,100.00	34,100.00	2,494.89	8,567.19	25,532.81	74.88%
4020 - SUPPLIES & MATERIALS	1,845.00	1,845.00	18.63	378.71	1,466.29	79.47%
4100 - CONTRACTUAL	50,127.00	50,127.00	5,225.43	12,619.21	37,507.79	74.83%
4200 - TRANSFERS OUT	450.00	450.00	0.00	0.00	450.00	100.00%
Dept: 402100 - COURT Total:	86,522.00	86,522.00	7,738.95	21,565.11	64,956.89	75.08%
Dept: 403000 - PUBLIC WORKS						
4001 - PERSONNEL SERVICES	114,505.00	114,505.00	8,723.32	32,712.84	81,792.16	71.43%
4020 - SUPPLIES & MATERIALS	22,970.00	22,970.00	536.03	5,221.82	17,748.18	77.27%
4100 - CONTRACTUAL	30,525.00	31,825.00	1,590.66	4,221.32	27,603.68	86.74%
4150 - CAPITAL OUTLAY	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%
4200 - TRANSFERS OUT	24,740.00	24,740.00	0.00	0.00	24,740.00	100.00%
Dept: 403000 - PUBLIC WORKS Total:	195,040.00	196,340.00	10,850.01	42,155.98	154,184.02	78.53%
Dept: 404200 - FIRE						
4001 - PERSONNEL SERVICES	81,250.00	81,250.00	5,647.45	21,045.17	60,204.83	74.10%
4020 - SUPPLIES & MATERIALS	20,550.00	20,550.00	928.33	3,496.32	17,053.68	82.99%
4100 - CONTRACTUAL	60,135.74	60,135.74	2,153.82	7,989.15	52,146.59	86.71%
4150 - CAPITAL OUTLAY	89,800.00	89,800.00	0.00	41,611.37	48,188.63	53.66%

My Budget Report - Revenue - Expenditure

For Fiscal: 2026 Period Ending: 03/31/2026

AcctClas...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
4200 - TRANSFERS OUT	91,300.00	91,300.00	0.00	0.00	91,300.00	100.00%
Dept: 404200 - FIRE Total:	343,035.74	343,035.74	8,729.60	74,142.01	268,893.73	78.39%
Dept: 405100 - PARK						
4001 - PERSONNEL SERVICES	130,105.00	130,105.00	9,207.71	32,754.03	97,350.97	74.82%
4020 - SUPPLIES & MATERIALS	15,975.00	15,975.00	532.19	1,587.54	14,387.46	90.06%
4100 - CONTRACTUAL	102,811.00	101,511.00	21,843.19	24,422.41	77,088.59	75.94%
4150 - CAPITAL OUTLAY	500.00	4,695.00	4,195.00	4,195.00	500.00	10.65%
4200 - TRANSFERS OUT	6,740.00	6,740.00	0.00	0.00	6,740.00	100.00%
Dept: 405100 - PARK Total:	256,131.00	259,026.00	35,778.09	62,958.98	196,067.02	75.69%
Dept: 405200 - POOL						
4001 - PERSONNEL SERVICES	71,800.00	71,800.00	0.00	1,771.65	70,028.35	97.53%
4020 - SUPPLIES & MATERIALS	15,500.00	15,500.00	0.00	220.00	15,280.00	98.58%
4100 - CONTRACTUAL	13,450.00	13,450.00	0.00	1,427.90	12,022.10	89.38%
4150 - CAPITAL OUTLAY	13,000.00	8,310.12	8,310.12	8,310.12	0.00	0.00%
4200 - TRANSFERS OUT	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%
Dept: 405200 - POOL Total:	119,750.00	115,060.12	8,310.12	11,729.67	103,330.45	89.81%
Dept: 405300 - MUSEUM BUILDING						
4020 - SUPPLIES & MATERIALS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
4100 - CONTRACTUAL	10,050.00	10,050.00	645.31	1,826.37	8,223.63	81.83%
4150 - CAPITAL OUTLAY	0.00	8,325.50	8,325.50	8,325.50	0.00	0.00%
4200 - TRANSFERS OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
Dept: 405300 - MUSEUM BUILDING Total:	13,050.00	21,375.50	8,970.81	10,151.87	11,223.63	52.51%
Dept: 408000 - LIBRARY						
4020 - SUPPLIES & MATERIALS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
4100 - CONTRACTUAL	3,850.00	3,850.00	0.00	0.00	3,850.00	100.00%
4200 - TRANSFERS OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
Dept: 408000 - LIBRARY Total:	6,850.00	6,850.00	0.00	0.00	6,850.00	100.00%
Dept: 409000 - SPECIAL PROJECT						
4150 - CAPITAL OUTLAY	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%
4200 - TRANSFERS OUT	416,553.00	416,553.00	0.00	0.00	416,553.00	100.00%
Dept: 409000 - SPECIAL PROJECT Total:	476,553.00	476,553.00	0.00	0.00	476,553.00	100.00%
Fund: 100 - GENERAL Surplus (Deficit):	54,935.30	54,935.30	79,203.72	521,053.54	466,118.24	-848.49%
Fund: 204 - LIBRARY						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	167,789.00	167,789.00	4,581.61	89,064.35	-78,724.65	46.92%
4200 - TRANSFERS OUT	168,160.00	168,160.00	4,581.61	89,064.35	79,095.65	47.04%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-371.00	-371.00	0.00	0.00	371.00	100.00%
Fund: 204 - LIBRARY Surplus (Deficit):	-371.00	-371.00	0.00	0.00	371.00	100.00%
Fund: 206 - SPECIAL HIGHWAY						
Dept: 000000 - NON-DEPARTMENTALIZED						
3050 - INTERGOVERNMENTAL	99,880.00	99,880.00	8,034.07	26,290.83	-73,589.17	73.68%
3300 - USE OF MONEY & PROPERTY	200.00	200.00	0.00	0.00	-200.00	100.00%
4150 - CAPITAL OUTLAY	175,000.00	175,000.00	19,212.50	19,212.50	155,787.50	89.02%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-74,920.00	-74,920.00	-11,178.43	7,078.33	81,998.33	109.45%
Fund: 206 - SPECIAL HIGHWAY Surplus (Deficit):	-74,920.00	-74,920.00	-11,178.43	7,078.33	81,998.33	109.45%
Fund: 207 - DEPT ON AGING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3050 - INTERGOVERNMENTAL	35,000.00	35,000.00	0.00	4,660.31	-30,339.69	86.68%
4001 - PERSONNEL SERVICES	18,800.00	18,800.00	1,481.38	4,975.46	13,824.54	73.53%
4020 - SUPPLIES & MATERIALS	8,200.00	8,200.00	1,268.66	2,569.18	5,630.82	68.67%
4100 - CONTRACTUAL	7,412.00	7,412.00	452.14	1,050.91	6,361.09	85.82%
4150 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	100.00%

My Budget Report - Revenue - Expenditure

For Fiscal: 2026 Period Ending: 03/31/2026

AcctClas...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
4200 - TRANSFERS OUT	630.00	630.00	0.00	0.00	630.00	100.00%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-642.00	-642.00	-3,202.18	-3,935.24	-3,293.24	-512.97%
Fund: 207 - DEPT ON AGING Surplus (Deficit):	-642.00	-642.00	-3,202.18	-3,935.24	-3,293.24	-512.97%
Fund: 209 - SPECIAL PARKS						
Dept: 000000 - NON-DEPARTMENTALIZED						
3300 - USE OF MONEY & PROPERTY	0.00	0.00	12.44	61.28	61.28	0.00%
4150 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-5,000.00	-5,000.00	12.44	61.28	5,061.28	101.23%
Fund: 209 - SPECIAL PARKS Surplus (Deficit):	-5,000.00	-5,000.00	12.44	61.28	5,061.28	101.23%
Fund: 401 - DEBT SERVICE						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	90,434.00	90,434.00	2,320.67	49,073.75	-41,360.25	45.74%
3020 - SPECIAL ASSESSMENT TAXES	306,864.04	306,864.04	35,570.10	131,894.17	-174,969.87	57.02%
3300 - USE OF MONEY & PROPERTY	800.00	800.00	512.09	1,686.65	886.65	110.83%
3350 - MISCELLANEOUS	86,000.00	86,000.00	-7,166.67	-7,166.67	-93,166.67	108.33%
4150 - CAPITAL OUTLAY	480,721.47	480,721.47	71,693.84	71,693.84	409,027.63	85.09%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	3,376.57	3,376.57	-40,457.65	103,794.06	100,417.49	-2,973.95%
Fund: 401 - DEBT SERVICE Surplus (Deficit):	3,376.57	3,376.57	-40,457.65	103,794.06	100,417.49	-2,973.95%
Fund: 501 - WATER OPERATING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3200 - CHARGES FOR SERVICES	477,000.00	477,000.00	63,419.61	141,688.58	-335,311.42	70.30%
3250 - FINES & FORFEITURES	100.00	100.00	0.00	0.00	-100.00	100.00%
3300 - USE OF MONEY & PROPERTY	500.00	500.00	595.45	1,445.01	945.01	189.00%
3350 - MISCELLANEOUS	0.00	0.00	0.00	93.30	93.30	0.00%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	477,600.00	477,600.00	64,015.06	143,226.89	-334,373.11	70.01%
Dept: 423000 - WATER - GEN. & ADM						
4001 - PERSONNEL SERVICES	117,755.00	117,755.00	9,410.41	32,563.56	85,191.44	72.35%
4020 - SUPPLIES & MATERIALS	51,950.00	51,950.00	2,004.50	20,446.25	31,503.75	60.64%
4100 - CONTRACTUAL	74,000.00	74,000.00	2,824.85	11,009.44	62,990.56	85.12%
4150 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	146.00	854.00	85.40%
4200 - TRANSFERS OUT	224,777.00	224,777.00	-13,036.41	-13,036.41	237,813.41	105.80%
Dept: 423000 - WATER - GEN. & ADM Total:	469,482.00	469,482.00	1,203.35	51,128.84	418,353.16	89.11%
Fund: 501 - WATER OPERATING Surplus (Deficit):	8,118.00	8,118.00	62,811.71	92,098.05	83,980.05	-1,034.49%
Fund: 550 - SEWER OPERATING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3200 - CHARGES FOR SERVICES	518,200.00	518,200.00	50,624.04	139,915.27	-378,284.73	73.00%
3300 - USE OF MONEY & PROPERTY	1,000.00	1,000.00	934.81	2,428.98	1,428.98	142.90%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	519,200.00	519,200.00	51,558.85	142,344.25	-376,855.75	72.58%
Dept: 433000 - SEWER - COMMERCIAL & ADM.						
4001 - PERSONNEL SERVICES	116,855.00	116,855.00	9,381.71	32,169.55	84,685.45	72.47%
4020 - SUPPLIES & MATERIALS	9,950.00	9,950.00	258.26	1,935.81	8,014.19	80.54%
4100 - CONTRACTUAL	55,300.00	55,300.00	1,327.83	3,612.78	51,687.22	93.47%
4150 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	100.00%
4200 - TRANSFERS OUT	328,777.00	328,777.00	-20,203.08	-20,203.08	348,980.08	106.14%
Dept: 433000 - SEWER - COMMERCIAL & ADM. Total:	511,482.00	511,482.00	-9,235.28	17,515.06	493,966.94	96.58%
Fund: 550 - SEWER OPERATING Surplus (Deficit):	7,718.00	7,718.00	60,794.13	124,829.19	117,111.19	-1,517.38%
Report Surplus (Deficit):	-6,785.13	-6,785.13	147,983.74	844,979.21	851,764.34	12,553.40%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL	54,935.30	54,935.30	79,203.72	521,053.54	466,118.24
204 - LIBRARY	-371.00	-371.00	0.00	0.00	371.00
206 - SPECIAL HIGHWAY	-74,920.00	-74,920.00	-11,178.43	7,078.33	81,998.33
207 - DEPT ON AGING	-642.00	-642.00	-3,202.18	-3,935.24	-3,293.24
209 - SPECIAL PARKS	-5,000.00	-5,000.00	12.44	61.28	5,061.28
401 - DEBT SERVICE	3,376.57	3,376.57	-40,457.65	103,794.06	100,417.49
501 - WATER OPERATING	8,118.00	8,118.00	62,811.71	92,098.05	83,980.05
550 - SEWER OPERATING	7,718.00	7,718.00	60,794.13	124,829.19	117,111.19
Report Surplus (Deficit):	-6,785.13	-6,785.13	147,983.74	844,979.21	851,764.34

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: May 7th, 2026

Re: Fire Department Staff Report

- Clearwater Fire responded to **11** medical calls and **6** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **2** emergency calls.
- To Date: The CRV has been unstaffed **2** times.
- The department trained over forceable entry operations at our last meeting on the 5th.
- Medical personnel trained on various medical scenarios at our last medical training on the 7th.
- The department provided medical standby for the high school electro-rally on April 25th.
- Chief Dinwiddie attended the SUCO Chief's meeting on April 23rd. Main discussion was over the 800 radios and how Sumner County has started encrypting some of their channels.
- CASCO will come next week to repair the SCBAs that have recently gone down.
- SGCO BOCC unanimously voted on Wednesday, 5/6/26, to end all auto/mutual aid agreements with rural departments within Sedgwick County. SGCO FD#1 will be submitting their 90-day notices to respective departments.
- Chief Dinwiddie and CMO Partick will be attending the SGCO Fire Chief's quarterly meeting on the 14th.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: May 07, 2026

Re: Police Department Staff Report

Officers:

We have an opening in the Police Department for a full-time officer and a 1 part-time Officers. We have interviewed a few candidates, we believe we have located two candidates to fill the two spots.

Police Clerk:

SPV permits are going well. The count is now 79.

Building:

All Is good with the building.

Vehicles:

Regular maintenance.

Matters of interest since the last meeting on Police Activity:

We have had 71 dispatched/reported calls with 11 arrests and 19 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: May 12, 2026

Subject: Public Works Summary

1. Pool caulked and painted
2. Pool power washed
3. Safety base pins installed at city ball field
4. Brush pushed up and burned
5. Water tower inspected
6. Well 2 now runs daily along with the new Scada-lite system
7. Spring banners hung up
8. Spray weeds
9. Chemicals to pool and chemical pumps installed
10. Replaced front deck wheels on Deweze
11. Replaced rear drive tire on Deweze
12. Michael attended basic electrical class
13. Speed moved dirt roads
14. Fixed leaky toilets and hose bibs in both restrooms at pool
15. Replaced cracked toilet at pool
16. Power washed pool deck around concession stand and inside basket room



Clearwater Senior Center

Staff Report

May 7, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

We continue to see new people here at the Center. With 6 Senior Housing apartments being filled, we have had an increase in attendance at many of our activities.

We had a great time celebrating Cinco de Mayo on May 5th. We had a record number of people joining us for lunch that day and I look forward to having that many or more join us at Lunch & Learn on Tuesday. CPAAA will be coming to talk about the services they provide.

I attend the AmeriCorps – Seniors Council Meeting on Wednesday as I have been asked to serve on this Council for 3 years and I will be completing the yearly Farmers Market training Wednesday, May 13. I have also signed up for a September refresh for insurance assistance, which I complete yearly as well. I love being able to offer all these options to our seniors.

I will be out of the office on Friday, May 15.

Respectfully,

Amber Ives

Senior Center Coordinator

**City of Clearwater
City Council Meeting
May 12, 2026**

Senior Center GO Temp Note 2026A

Context: On April 10, 2026, the City Council adopted Resolution 5-2026 authorizing the sale of temporary notes for the Senior Center Improvements.

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

1. City Council will review the bids received on May 12th and **award the bid** and authorize the Mayor and City Clerk to execute the bid form.
2. **Adopt a Resolution** A Resolution Authorizing And Directing The Issuance, Sale And Delivery Of General Obligation Temporary Notes, Series 2026a, 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.
3. **Authorize the Issuance** of General Obligation Temporary Notes Series 2026A and authorize the Mayor and Clerk to execute the closing documents.

Financial: The Temporary Note principal is \$600,000. Maturity date for General Obligation Temporary Notes Series 2026A will be 10/01/2029.

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

Recommendations/Actions: Recommended Actions

1. Award Bid.
2. Adopt Resolution – 6-2026 Authorizing and directing the issuance sale and delivery of general obligation temporary notes, series 2026A
3. Authorize GO Temp Note 2026A Issuance to be executed by the Mayor and Clerk.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MAY 12, 2026**

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 2026A, dated May 28, 2026, 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 [____], [____], 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 2026A, 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**

**\$600,000* CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES**

Dated: May 28, 2026
Series 2026A

Sale Date: May 12, 2026
11:00 A.M., Central Time
Max Interest Rate: [_____]%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
INTEREST RATES: 2029	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$(_____)	\$(_____)	\$(_____)	\$(_____)
DISCOUNT:	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

EXHIBIT B
(BID OF PURCHASER)

RESOLUTION NO. []

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

MAY 12, 2026

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A**

RESOLUTION

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EXHIBIT A – FORM OF NOTES A-1

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RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026A, 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 (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Public Building – Senior Center ; and	4-2026	12-1736 <i>et seq.</i>	\$600,000

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

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

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the 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 \$600,000* to pay 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.*, K.S.A. 12-1736 *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 2026A created pursuant to **Section 501** hereof.

“**Dated Date**” means May 28, 2026.

“**Debt Service Account**” means the Debt Service Account for General Obligation Temporary Notes, Series 2026A (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.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“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 2026A 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 October 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 2026A, 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:

[_____]
[_____]
Fax: [_____]

(d) To the Rating Agency(ies):

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

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

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Manager of the Corporate Trust Department.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

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

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

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

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

“Paying Agent” means the State Treasurer, and any successors and assigns.

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

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

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

“Purchaser” means [_____], [_____], 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 2026A, of the Issuer in the principal amount of \$600,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) 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 <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2029	\$600,000*	[]%

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. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least

45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

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

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

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

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

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

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the

Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

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

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

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

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

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

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

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

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may

find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

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

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2027, 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 2026A.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2026A.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2026A.

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 depositories 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, teletypes, 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 May 12, 2026.

(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 May 12, 2026, as the same appears of record in my office.

DATED: May 12, 2026.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF CLEARWATER
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2026A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: May 28, 2026**

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 October 1, 2026 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s)

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

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2026A,” aggregating the principal amount of \$600,000* (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. 12-1736 *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

(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 2026A, of the City of Clearwater, Kansas, described in the within-mentioned Note Resolution.

Registration Date: May 28, 2026

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 May 28, 2026.

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 May 28, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$600,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A**

DATED MAY 28, 2026

Legal Opinion

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

\$600,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A
DATED MAY 28, 2026

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. [_____] , [_____] (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. **Public Building Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 4-2026
 - Resolution No. 4-2026 authorizing public building improvements

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES**

2. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 5-2026
3. Resolution No. 5-2026 authorizing the offering for sale of the Notes
4. Notice of Note Sale
5. Preliminary Official Statement and Certificate Regarding Preliminary Official Statement
6. Official Statement

7. 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. [_____]
8. Resolution No. [_____] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

9. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
10. Uniform Facsimile of Signature Certificates
11. Authorization of State Treasurer to use facsimile signature and seal
12. Specimen Note and Printer's Certificate
13. Agreement Between Issuer and Agent
14. DTC Blanket Letter of Representations
15. Closing Certificate
16. Federal Tax Certificate
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - [*Exhibit C-1* – Certificate of Financial Advisor]
 - Exhibit D* – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
 - Exhibit E* – Sample Annual Compliance Checklist
 - Exhibit F* – Sample Final Written Allocation
 - Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

17. Approving legal opinion of Gilmore & Bell, P.C.
18. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

19. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$600,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A
DATED MAY 28, 2026

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 May 12, 2026, 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:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Burt Ussery	Mayor	04/2015 to 01/2028
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2028
Jason Gordon	Councilmember	08/12/2025 to 01/2030
Dalton Chambers	Councilmember	01/2026 to 01/2030
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 the costs of certain public building improvements (the “Improvements”) authorized by the governing body of the Issuer pursuant to K.S.A. 12-1736 *et seq.*, all as amended, and all other applicable provisions of the laws of the State of Kansas.

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

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

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

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

Equalized Assessed Valuation of	
Taxable Tangible Property	\$27,216,093
Tangible Valuation of Motor Vehicles.....	<u>3,473,906</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$30,689,999

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 2026A, Dated May 28, 2026, of the City of Clearwater, Kansas

Sources of Funds:	
Principal Amount of the Notes	\$600,000*.00
[Original Issue Premium]	
[Original Issue Discount]	-
Total	\$
Uses of Funds:	
Deposit to Improvement Fund	\$
[Capitalized Interest]	
Deposit to Costs of Issuance Account	
Underwriter's Discount	
Total	\$

EXHIBIT B

CITY OF CLEARWATER, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of May 28, 2026)**

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					<u>\$3,895,000</u>	<u>\$1,932,363</u>

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	580,771 (53.28%)
General Obligation Temporary Notes	2025B	12/11/2025	10/01/2028	250,000	250,000	42,060 (16.82%)
General Obligation Temporary Notes ¹	2026A	05/28/2026	10/01/2029	600,000*	600,000*	0 (0%)
Totals					<u>\$9,890,000</u>	<u>\$7,985,991</u>

¹This issue

AGREEMENT BETWEEN ISSUER AND AGENT

\$600,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A
DATED MAY 28, 2026

THIS AGREEMENT, dated as of May 28, 2026, between the City of Clearwater, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 et seq., except as specifically provided in this Agreement.

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

III. COMPENSATION

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

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

IV. STANDARD OF PERFORMANCE

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

A. STATEMENTS OF OWNERSHIP

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

B. CERTIFICATED SECURITIES

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

C. INTEREST CALCULATIONS

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final

per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. SURRENDER

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

E. TRANSFERS AND EXCHANGES

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

F. REGISTRATION DATES AND FUNDS FOR PAYMENTS

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

G. REPLACEMENT OF SECURITIES

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

H. **REDEMPTIONS**

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

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

I. **MISCELLANEOUS**

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

J. **REPORTS**

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

K. **CONSTRUCTION**

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

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CITY OF CLEARWATER, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

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

(SEAL)

By _____
Title Chief Financial Officer

ATTACHMENT "A"

SAMPLE

$$\begin{array}{r} \$5,000.00000 \dots\dots\dots \text{Bond Unit} \\ \times \quad \underline{.06875 \dots\dots\dots \text{Interest Rate}} \\ = \quad 343.750000 \quad \text{Rounded to six decimal places} \\ \\ / \quad \underline{360 \dots\dots\dots \text{Days per year}} \\ = \quad .954861 \quad \text{Rounded to six decimal places} \\ \\ \times \quad \underline{180 \dots\dots\dots \text{Day in interest period}} \\ = \quad 171.874980 \quad (\text{Rounded to second decimal} = \$171.87) \end{array}$$

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

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

**\$600,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A
DATED MAY 28, 2026**

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 May 28, 2026 (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 [____], [____], 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: May 12, 2026

By: _____
Clerk

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

Dated: _____

By: _____
Title: Chief Financial Officer

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

CLOSING CERTIFICATE

\$600,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026A
DATED MAY 28, 2026

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 May 28, 2026 (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 May 12, 2026 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. 12-1736 *et seq.*, all as amended, and Resolution No. [] of the Issuer duly adopted by the governing body of the Issuer on May 12, 2026 (the “Note Resolution”) for the purpose of paying costs of issuance and paying the costs of certain public building 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 April 14, 2026 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 of 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.

(SEAL)

Mayor

Clerk

[FORM OF BOND COUNSEL OPINION]

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

[May 28, 2026]

Governing Body []
City of Clearwater, Kansas []

Re: \$600,000* General Obligation Temporary Notes, Series 2026A, of the City of Clearwater, Kansas, Dated May 28, 2026

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 Meeting
May 12, 2026**

Approve Annual Mayoral Appointments

Context: Per State Statute and Clearwater Municipal Code, the Mayor is required at the first meeting in May to appoint the following city officers for the City:

State Statute 15-204 requires the Mayor to appoint a City Clerk, Treasurer, Freedom of Information Officer, Court Clerk and Municipal Judge.

Courtney Zollinger	Treasurer
Jaye Poe	City Clerk/Freedom of Information Officer
Jamie Burley	Court Clerk
Becky L Hurtig	Municipal Judge

City Code requires the Mayor appoint a Fire Chief (7-101), Chief Medical Officer and Chief of Police (10-102).

Jared Dinwiddie	Fire Chief
Justin Patrick	Chief Medical Officer
Kirk Ives	Chief of Police

City Code, requires the Mayor appoint members of committees and board established by the Governing Body of Clearwater to staff each entity or fill vacancies. Appointments are also made to fill vacancies as they occur throughout the year.

CHISHOLM TRAIL RECREATION COMMISSION (May – May) 4 yr term

Sean Phipps	2026 – 2030
-------------	-------------

PLANNING COMMISSION (May to May) 3 yr Term

Lyle Berntsen	2026 - 2029 City
Jerod Ledington	2026 - 2029 City
Vacant	2026 - 2029 County

HISTORICAL SOCIETY BOARD 4 yr Term

Karen Randa	2026 - 2030
Vacant	2026 – 2030
Vacant	2026 – 2030

The Mayor also will reappoint all volunteer members of the Fire Department at the first meeting in May. Volunteers are also appointed throughout the year as they join the service.

FIRE DEPARTMENT

FIREFIGHTER/ MEDICAL

Jared Dinwiddie	Fire Chief/ EMT
Justin Patrick	Chief Med Of. / Paramedic/ FF/ Training Of.
Kyle Berger	Lieutenant/ EMT/ FF
Michael Cowherd	Lieutenant/ EMT/ FF
Andy Rakes	EMT/ FF

Donald Schauf	Paramedic/ FF
Lisa Corr	AEMT
Kyle Yates	EMT/ FF
Austin Roberson	EMT/ FF
Richard Grizzle	EMT/ FF
Tim Vaughn	EMT/ FF
Timothy Robben	Paramedic
Trent Zimmerman	EMT/ FF

FIREFIGHTER ONLY

Jason Templin	Captain/ FF
Austin Baumann	FF
Colton Coughlin	FF
Tyler Roberson	FF
Hank Pate	FF
Nick Schauf	FF
Robert Schoeder	FF
Zach Schauf	FF
Jacob Worman	FF
Bill Kenney	FF
Landon Churchman	FF
Brian Wood	FF
Tyler Pankratz	FF
Gibson Craft	FF
Chance Keesling	Cadet
Sylas Kraft	Cadet
Keaton Grizzle	Cadet
Jaidyn Baxter	Cadet

Financial: No financial considerations

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the 2026 Mayoral appointments.

City of Clearwater

STAFF AND BOARDS FULL LIST

2026-2027

ADMINISTRATIVE

Courtney Zollinger	City Administrator/ Treasurer
Jaye Poe	City Clerk/ FIO
Carol Reitberger	Deputy Clerk
Jennifer Hill	City Attorney
Jamie Burley	Court/Office Clerk
Amber Ives	Senior Center Coordinator

PUBLIC WORKS DEPARTMENT

Cole Hollis	Director
Chadd Posch	Operator II
Jason Biggs	Operator I
Ethan Soeken	Operator I
Michael Cowherd	Operator I
Victor Hagy	Dump Coordinator (PT)
John Mishler	Dump Coordinator (PT)

PARKS/ FACILITY MAINTENANCE

Patricia Seiler	Maintenance (PT)
Kade Matthews	Seasonal Mower

FIRE DEPARTMENT

FIREFIGHTER/ MEDICAL

Jared Dinwiddie	Fire Chief/ EMT
Justin Patrick	Chief Med Of. / Paramedic/ FF/ Training Of.
Kyle Berger	Lieutenant/ EMT/ FF
Michael Cowherd	Lieutenant/ EMT/ FF
Andy Rakes	EMT/ FF
Donald Schauf	Paramedic/ FF
Lisa Corr	AEMT
Kyle Yates	EMT/ FF
Austin Roberson	EMT/ FF
Richard Grizzle	EMT/ FF
Tim Vaughn	EMT/ FF
Timothy Robben	Paramedic
Trent Zimmerman	EMT/ FF

FIREFIGHTER ONLY

Jason Templin	Captain/ FF
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Austin Baumann	FF
Colton Coughlin	FF
Tyler Roberson	FF
Hank Pate	FF
Nick Schauf	FF
Robert Schoeder	FF
Zach Schauf	FF
Jacob Worman	FF
Bill Kenney	FF
Landon Churchman	FF
Brian Wood	FF
Tyler Pankratz	FF
Gibson Craft	FF
Chance Keesling	Cadet
Sylas Kraft	Cadet
Keaton Grizzle	Cadet
Jaidyn Baxter	Cadet

POLICE DEPARTMENT

Kirk Ives	Chief of Police
Jason Gearhardt	Lieutenant
Michael Pickens	Seargent
Justin Jacks	Seargent
Cooper Ross	Officer
Lee Harp	Officer (PT)
Steve McCorkill	Officer (PT)
Roy Riggs	Officer (PT)
Justin Patrick	Officer (PT)
Kristopher Kite	Officer (PT)
Patricia Nichols	Police Records Clerk
Becky L Hurtig	Municipal Judge
Larry Linn	City Prosecutor
Pat Lambert	Animal Control

AQUATIC CENTER

Chuck Reitberger	Pool Manager – Returning
Stephanie Mendenhall	Asst Pool Manager – Returning
Casey Stucky	Asst Pool Manager - Returning
Justine Berlin	Lifeguard – Returning
Taryne Fisher	Lifeguard – Returning - Water Safety Instructor
Livia Miller	Lifeguard – Returning
Sadie Straub	Lifeguard – Returning - Water Safety Instructor
Hadley Walcher	Lifeguard – Returning

Chloe Tracy	Lifeguard – Returning
Phenmore Canup	Lifeguard – Returning
Regan Gillespie	Lifeguard
Kylee Wulf	Lifeguard
Cannon Schwerdtfeger	Lifeguard
Layne King	Lifeguard
Kyla Childers	Lifeguard
Emmitt Ohlde	Lifeguard
Grant Mellen	Lifeguard
Brylie Christiansen	Basket Room Attendant - Returning
Alaina Smith	Basket Room Attendant - Returning
Millie Allred	Basket Room Attendant - Returning
Kylee King	Basket Room Attendant - Returning
Graysea Gardenhire	Basket Room Attendant

PUBLIC BUILDING COMMISSION (City Council)

Jason Gordon
Justin Shore
Samantha Warkins
Shirley Palmer-Witt
Dalton Chambers

CHISHOLM TRAIL RECREATION COMMISSION (May – May) 4 yr term

CITY

Shirley Palmer-Witt	2025 – 2029
Sean Phipps	2026 – 2030

USD 264

Layne Pike
Amanda Germann

AT LARGE (appointed by Rec Commission)

Landon Doll

PARK ADISORY BOARD (May to May) 4 yr Term

Vacant	2023 – 2027
Vacant	2024 - 2028
Vacant	2026 – 2030
Vacant	2021 – 2025
Vacant	2021 – 2025

PLANNING COMMISSION (May to May) 3 yr Term

Kenny Watson	2025 - 2028 City
Lyle Berntsen	2026 - 2029 City

Vacant	2026 - 2029 County
Jerod Ledington	2026 – 2029 City
John Hurley	2025 - 2028 County
Ron Witt	2025 - 2028 City
J. Duane Schneider	2025 - 2028 City

HISTORICAL SOCIETY BOARD	4 yr Term
Karen Randa	2026 – 2030
Samantha Warkins	2024 – 2028
Vacant	2026 – 2030
Vacant	2026 – 2030
Sue Smith	2023 – 2027
Jennifer McMillan	2025 – 2029
Randy Joslin	2025 – 2029
Greta Colbert	2025 – 2029
Pam Roberts	2023 – 2027

LIBRARY BOARD	4 Yr Term
Jessica Phipps	2025 – 2029 (appointed 07/08/2025)
Casey Blokzyl – Vice President	2023 – 2027
Mallory Minor - Secretary	2023 – 2027
Julie Rhoads	2023 – 2027 (appointed 09/23/2025 in place of Wendy Bullard)
Doris Schulze – President	2024 – 2028
Jenna Roskilly - Treasurer	2025 – 2029
Pam Roberts	2024 – 2028

**City of Clearwater
City Council Meeting
May 12, 2026**

Mayer Specialty Services Agreement – Sewer Line Cleaning and Televised Inspection

Context: Since 2006, Mayer Specialty Services (MSS) has performed sewer line cleaning services and televised inspection for Clearwater. As with the last two contracts, the contract up for approval is a 3-year contract for 2027, 2028, 2029.

This contract sees a \$.03 increase each successive year. The contract includes televised inspection of 10% of the cleaned sewer line. This video will be uploaded to the GIS mapping system for access in the field.

Public Works has been very happy with the work and convenience of Mayer over the last 20 years and would like to continue doing business with them.

Financial:

<i>Year</i>	<i>Linear Feet Televised</i>	<i>Linear Feet Cleaned</i>	<i>Cost</i>	<i>Extended Cost</i>
2027	2,918	29,176	\$0.79	\$23,049.04
2028	3,380	33,280	\$0.82	\$27,289.60
2029	1,960	15,595	\$0.85	\$16,655.75

Legal Considerations: The City Attorney requested the removal of the mandatory arbitration. Mediation is acceptable but not arbitration, one is binding, and one is not. Mayer prepared the agreement with the mediation change.

Recommendations/Actions: Approve the 3-year agreement with Mayer Specialty Services for sewer line cleaning and televised inspection if the modification to the proposal is met.



Sanitary Sewer Collection System
Maintenance Program Proposal/Agreement

Prepared for:
City of Clearwater

2027-29

May 8, 2026

Cole Hollis
Clearwater, City of
401 W Ross Ave
Clearwater, KS 67026

Dear Cole,

December 31, 2026 marks the end of your current agreement with us. Many cities request their agreements mid-year to assist with budgeting; at this time we would like to offer the opportunity to renew your agreement to continue with your perpetual sewer maintenance program. The new agreement will not be effective until January 1, 2027.

We have tried to prevent a rate increase for as long as possible because we want to provide our services at a competitive price however the drastic increase in the price of fuel, equipment and repairs/maintenance to equipment is now too great for us to absorb, and we regrettably have no choice other than to implement an increase for our services.

Enclosed is a renewal agreement for the years 2027-29, if this meets with your approval please sign and return a copy of the agreement to our offices. You may keep the original in the booklet for future reference. We truly appreciate your business in the past, your continued interest in our products and services, and look forward to maintaining our status as one of your preferred providers.

Sincerely,



Melinda Lambert

Who We Are

As a leader in the sewer utilities service trade since 2001 and a combined 325+ years industry-specific experience, our commitment to our customers is unmatched. We believe our service-oriented business approach is the reason for our continued success. Our team consists of skilled professionals who are focused on delivering quality and value. We are proud of our work and our upfront approach will leave you worry-free.

Sanitary & Storm Systems

Sewer Maintenance

Customized programs, experienced operators and a fleet of equipment to get the job done. Deliverables to assist in staying in compliance.

High-pressure Water Jet Cleaning

Removal of root intrusions, grease, solids and heavy debris with specialized equipment and trained operators.

Vacuum Services

Non-mechanical, non-destructive vacuum / hydro-excavation processes that use pressurized water and industrial strength vacuum to simultaneously excavate and evacuate soil.

CCTV Inspection

NASSCO PACP Certified closed circuit television inspection (CCTV) using CTSpec software to find defects in lines and assist in planning rehabilitation needs before the likelihood of failure. Data can be imported into many common GIS programs.

Acceptance Testing

Ensure the integrity of newly installed sewer lines by providing a fast, effective method of checking workmanship prior to acceptance of a newly installed system.

MACP Manhole Inspections

NASSCO MACP Certified manhole inspections including RinnoVision™ high resolution 360° virtual reality scans of the interior of manholes/structures.

Cross-bore Inspections

Pre- and post-CCTV inspections in designated areas of underground pipe segments where new boring activities are to take place.

Grouting

Chemical grout injection for sealing active water leaks in cracks or joints in new & existing structures.

Structural PVC Lining

Consistent, durable and cost-efficient Thermoform™ PVC manhole-to-manhole liner for sewer and culvert rehabilitation installed using steam, the only jobsite discharge is water. 4" - 30" diameter pipe.

Trenchless Point Repairs

Internal point repairs using Cured-In-Place-Pipe (CIPP) process eliminating the need to dig by creating a pipe within a pipe. This trenchless technology cures infiltration and improves the performance of the storm or sewer system. 8" - 48" diameter pipe, 24", 48" & 84" lengths

Storm Sewer Lining

Strong-Seal® Storm Seal® Mix provides a cost-effective, no dig solution for structural lining of culverts. Stops leaks and restores structural integrity to concrete, masonry and galvanized metal structures.

Manhole Rehabilitation

Strong-Seal fiber-reinforced, spray-applied cementitious mortars formulated to stop infiltration and restore structural integrity. High early strengths and added corrosion protection in mild sulfide environments.

Protective Polyurethane Coating

100% solids non-solvent polyurethane Zebron cures without shrinkage to form a tough yet flexible membrane with exceptional protection from severe corrosion and abrasion.

Epoxy Coating

100% solids epoxy structural coating offering high strength properties, high moisture tolerance, H₂S resistance and sealed I&I barrier protection for sewer structures.

Water Systems

Pigging

Progressive pigging is effective in all piping materials and improves water quality by removing deposits and contaminants which restore flow characteristics and capacity and reduce pumping demands and costs.

Water Main Tapping

Live taps allow for connection to the existing system under pressure. Host pipes can be PVC, steel, ductile iron, asbestos/cement, cast iron, sand cast and polyethylene potable, raw or chilled water, steam, glycol and wastewater lines. 3/4" to 12" taps, any size host pipe.

Methods & Procedures

GENERAL:

All normal sanitary sewer maintenance cleaning is performed with a combination jet/vacuum removal truck. These trucks are equipped with high pressure/volume water pumps producing 2,000 psi water pressure and flow a volume of 65 gpm. The cleaning is performed through a 1" hose and various nozzles. The trucks are also equipped with a vacuum generating device that allows us to vacuum debris from the manhole with an 8" diameter vacuum tube. Although not included in the base maintenance cleaning structure, root saws, bucket machines and various other equipment and machinery are available and designed for heavy cleaning.

SETUP & CLEANING:

- The combination truck is setup over the downstream manhole and the sewer cleaning hose, nozzle attached, is inserted into the upstream line where it enters the manhole. The nozzle/sewer cleaning hose is then jetted upstream to the next manhole.
- A debris catcher is placed in the downstream invert of each set-up manhole and left in place as the cleaning is being performed. If debris is so significant it cannot be caught in the debris catcher it will either be vacuumed from each set-up manhole (access permitting) or at a downstream manhole in the system.
- The proper water pressure is attained and the retraction of the nozzle/hose begins.
- The hose nozzle is retracted at a safe cleaning speed; if necessary, the vacuum generator is activated and debris is vacuumed into the debris tank.
- If a particular line section contains a more-than-normal amount of debris, step-cleaning may be required.

NOTE: Normal maintenance cleaning is the cleaning of the flow line of the main in order to maintain flow throughout the collection system. By definition maintenance is to maintain or "keep something in working order." Although normal maintenance cleaning will remove some roots and grease build-up, it does not include the removal of massive root intrusions, excessive grease build-up or foreign objects introduced into the line. If these conditions exist additional charge heavy cleaning or root removal may be required and will be performed at the direction of the city. Please note that large diameter pipe with excessive debris will often require additional heavy cleaning.

TELEVISION INSPECTION:

Our sanitary sewer collection system maintenance programs include television inspection of 10% of the footage cleaned each year at no charge. Only lines cleaned in the current district are eligible for this free television inspection; the inspection must be used at the time of scheduled maintenance cleaning and will not be carried over for future use. While on site, cleaning & TV inspection outside the current cleaning district is available at the rates listed on the agreement page.

This free television inspection offers proof that we cleaned the lines as we said we would and more importantly it provides a visual picture of inherent defects in the system that may require immediate attention.

City Responsibilities

1. Notify the community and affected homeowners of scheduled sewer cleaning.
 - a. MSS will provide bright yellow door hanger notices to the city, at no charge, for distribution in the cleaning area. It is the city's responsibility for the distribution of the door hangers. Please include a phone number (i.e. city hall) that residents can call if they have questions. Time and manpower permitting, we may be able to help with distribution for an additional \$.05 per lineal foot of the contract footage.
 - b. Upon request, we can provide a flyer with helpful information you may distribute.
 - c. Let us know if there is a particular area in the district that may require additional notification (school, nursing home, etc.)
2. Provide clean water for the jetting process and cleanup with access to nearest fire hydrants or water source of clean potable water @ 200 gpm minimum. Water usage for the project will be tracked and reported on the final invoice; city shall supply a water meter at no charge should metering be required.
3. Provide a dumpsite, within reasonable distance, for debris removed from the system.
4. Locate, uncover and exercise all manhole lids within the area to be cleaned, prior to our arrival. This includes removal of any trees, pavement or other obstacles that prohibit access to the manholes.
5. Any excavation, opening, back filling, and/or repair of sewers, and/or streets, required to remove MSS's equipment caught in the sewer pipe due to sewer defects.
6. Notify us AT THE TIME OF SCHEDULING of any additional work, i.e. lift station cleaning, additional cleaning outside of the scheduled district, television inspection beyond the 10%, heavy cleaning, etc. so we can schedule accordingly.
7. Be available via telephone and/or in person at the jobsite to answer questions/issues that a homeowner may have during the contract cleaning.
8. Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

It is our goal to provide you with the best service available at a reasonable cost.

We are only able to do this with the cooperation of the city.

Blow-ups and Dry Traps

Mayer Specialty Services, LLC uses industry standard practices and procedures when cleaning sanitary sewers. With the use of industry standard practices and procedures and providing all lateral lines connected to the municipal sewer are properly vented, no “blow-ups” or “dry traps” will occur as the cleaning takes place.

“Blow-Ups”

When air or sewage enters a residence or place of business through the sanitary sewer system during the sewer cleaning process, it is typically termed a “Blow-Up.” As the cleaning is in progress, air pressure is created in the line behind the cleaning nozzle. This air pressure seeks the path of least resistance and normally not only follows the municipal sewer line but also enters the lateral connections tied to the municipal line. *If these lateral connections are vented properly, the air escapes through the vents.*

- “Blow-Ups” that contain no sewage are an indication that the structure is not vented properly and the air pressure has blown the water out of the P-traps or the bowl of a stool.
- “Blow-Ups” that contain raw sewage are an indication that not only is the structure improperly vented but the lateral service line connecting the structure with the municipal sewer has a problem causing it to hold or pool raw sewage (usually a sag in the line) and the air pressure has pushed that raw sewage into the structure.

“Dry Traps”

When a residence or place of business experiences an unpleasant odor during or after the sewer cleaning process, the typical cause is a “Dry Trap.” As the cleaning is in progress, along with the pressure created behind the cleaning nozzle, there is a partial vacuum created in front of the nozzle as it passes through the line. If a structure experiences an unpleasant odor during or after the sewer cleaning process, it is an indication that the structure is improperly vented and the partial vacuum has sucked the water out of the drain traps located within that structure. The odor can be eliminated by simply running or pouring water into each drain in the structure and thereby refilling the traps with a water-stop that blocks the odors from entering the structure.

The individual notices that are distributed explain this chance happening and offer suggestions to guard against this possibility. In the rare event that a residence or place of business experiences a blow-up or dry trap during the cleaning process, MSS crews will contact the city immediately.

Emergency Services

All maintenance customers are given preference in emergency service situations. Phones are answered 24 hours a day, 7 days a week. The number to call for an emergency is 316-794-3780.

Emergency service calls to clear stoppages in lines will be charged the call-out fee of \$350.00 and the rate of \$325.00 per hour, shop to shop. Emergency service is defined as your request for immediate action from us and includes one sewer cleaner with operator and an additional laborer responding to your immediate request to clear a sewer main stoppage and restore flow. If a second operator is not dispatched on the emergency call the rate will be \$110.00 per hour less.

City to provide access to all areas needed: manholes located, uncovered and exercised. Gates to lagoons/lift stations unlocked, city personnel to direct operator.

Emergency service requests requiring additional/different equipment/manpower shall be charged as follows:

EQUIPMENT REQUESTED	HOURLY RATE PER VEHICLE SHOP TO SHOP	
	Standard Service	Emergency Service
Emergency or scheduled services - if only one truck is requested the rate will be cost of truck (with operator) plus one additional laborer		
Sewer cleaner (with operator) <ul style="list-style-type: none"> Standard water jet cleaning nozzles 	\$165.00 per hr	\$215.00 per hr
Combination Jet/Vac truck (with operator) <ul style="list-style-type: none"> Standard water jet cleaning nozzles Standard 8" vacuum tubes 	\$250.00 per hr	\$330.00 per hr
Easement machine with pick-up (with operator)	\$130.00 per hr	\$180.00 per hr
Tank water truck (with operator)	\$130.00 per hr	\$180.00 per hr
TV inspection vehicle (with operator) <ul style="list-style-type: none"> Standard 6"-12" CCTV Equipment Mini-camera At request only prior to mobilization 	\$180.00 per hr	\$235.00 per hr
Confined space entry required (equipment and one laborer)	\$130.00 per hr	\$180.00 per hr
Additional laborer(s) each	\$95.00 per hr	\$110.00 per hr

E.S. PER HR. CHARGES = WORK SCHEDULED AT YOUR REQUESTED TIME/DAY
STANDARD PER HR. CHARGES = WORK SCHEDULED AT OUR CONVENIENCE

Special equipment (plugs, vacuum hose, pumps, large CCTV tractor, root cutting tools, etc.) and materials are available and can be quoted upon request and per situation.

NOTE: If we are called out on an emergency service and no blockage exists in the city's line, emergency service charges with all equipment requested will apply shop to shop. If crews have been dispatched and an emergency call is cancelled the call-out fee of \$350.00 will apply.

Reporting

Our sanitary sewer collection system maintenance programs include detailed reporting of the work completed. All reports are reviewed in-house and suggestions for repairs are included. This is provided to assist you in managing your system; giving you access to your collection system cleaning history and providing important record keeping that helps you stay in compliance with state and federal regulations.

All television inspections completed as part of the sewer maintenance program are provided in digital format and you will be notified by email with a link to access your data on the cloud. The data will be stored on the cloud for a period of one (1) year from the time the work was completed and the city is fully responsible for downloading, managing and backing up their data. The email will include attachments of a map showing the line sections cleaned/televised each year and detailed cleaning reports. Emergency service calls that include television inspection will be delivered in the same manner.

Unforeseeable Conditions

Maintenance cleaning projects and emergency service requests are conducted by Mayer Specialty Services, LLC (MSS) using industry standard cleaning procedures with trained and experienced crews. Except in the event of negligence on the part of MSS, MSS will not be held responsible for any damages to serviced property caused during, or as a result of, the cleaning process by reason of matters beyond MSS's control which will include, but not be limited to, inherent defects, pre-existing conditions or anything within the system that is not treatable as sewage. The city shall defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

Mediation

In the event a dispute shall arise between the parties to this contract, the parties agree to participate in good faith in a mediation with a mediator selected by both parties. The parties will equally share in the costs of the mediation

**Sanitary Sewer Maintenance Cleaning/CCTV Inspection Agreement
City of Clearwater, KS**

Mayer Specialty Services, LLC agrees to perform sanitary sewer maintenance line cleaning for the city as follows:

2027	Clean approx.	29,176	lf	@	\$.79	=	\$23,049.04
	Televise approx.	2,918	lf	of cleaned lines			included
2028	Clean approx.	33,280	lf	@	\$.82	=	\$27,289.60
	Televise approx.	3,380	lf	of cleaned lines			included
2029	Clean approx.	19,595	lf	@	\$.85	=	\$16,655.75
	Televise approx.	1,960	lf	of cleaned lines			included

Footages are approximations. Actual price will be computed utilizing the actual footage cleaned and the per-foot cleaning price. Per foot cleaning price may increase with rising fuel costs at the rate of 2% for every \$.25 of fuel cost increase above \$4.00 per gallon.

- Additional footage may be cleaned at the same rate specified above.
- Additional footage may be televised at the price of \$1.10 per lineal foot for lines cleaned in the district and \$1.95 per foot for non-cleaned lines if done during the same cleaning trip.
- Standard lift station cleaning is available at the rate of \$315.00 per hour, one hour minimum, if done during the same cleaning trip.
- Emergency service is available to maintenance customers with timely dispatch of equipment and personnel (see emergency service section on page 7 of this proposal packet.)
- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
- In the event a dispute shall arise between the parties to this contract, the parties agree to participate in good faith in a mediation with a mediator selected by both parties. The parties will equally share in the costs of the mediation.

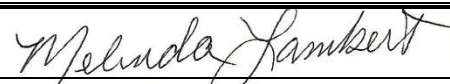
City responsibilities:

- Distribute individual notices to addresses in the affected areas.
- Provide clean water for the jetting process and cleanup.
- Locate, uncover & exercise all manhole lids & provide access for our cleaner to all locations within affected areas, prior to our arrival.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed from the system.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this Agreement.

Term:

The term of this agreement is three years consisting of three annually renewable calendar periods each ending on December 31. This agreement begins January 1, 2027 and renews each January 1 thereafter through 2029. If approved, work will be performed when we are in the area. **This agreement may be terminated by either party with written notice given 30 days prior to termination.**

Mayer Specialty Services, LLC



Melinda Lambert – MSS authorized signature 5/8/2026

ACCEPTANCE OF PROPOSAL & NOTICE TO PROCEED

Authorized signature, City of Clearwater, KS

Printed signature name

Title

Date