CITY OF CLEARWATER

City of Clearwater Council Meeting Agenda
Tuesday July 28, 2026, at 6:00pm
129 E Ross Clearwater, KS 67026

Please join my meeting from your computer, tablet, or smartphone.
https://www.gotomeet.me/ClearwaterCouncilMeeting
You can also dial using your phone.
United States: +1 (669) 224-3412
Access Code: 304-128-245
New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/304128245

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. CMB License
6. **Staff Reports**
7. **Business**
   a. **Action:** GO Bond Series 2026
   b. **Discussion/Action:** City Park Ball Field Agreement
   c. **Action:** Temporary Alcohol Permit – Reflection Mobile Bar
   d. **Action:** Engineering Service Contract - Sidewalk Improvement
   e. **Action:** Illinois Township Fire Protection Agreement
   f. **Action:** London Township Emergency Response Agreement
   g. **Action:** Planning Commission and Board of Zoning Appeals By-Laws
   h. **Action:** Approve Fundraising Committee Request
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 25
Ordinance: 1134
Resolution: 10-2026

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**
July 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 Administrator called the roll to confirm the presence of a quorum. The following members were present:
Mayor Burt Ussery, Councilmembers; Jason Gordon, Justin Shore, Samantha Warkins, Shirley Palmer-Witt and Dalton Chambers.
The following staff members were present:
City Administrator Zollinger, Justin Patrick, Cole Hollis, Kirk Ives, Amber Ives and City Attorney Jennifer Hill.
Others present who spoke:
Ben Metcalf, Ian Edwards, Megan Harper, Wes Struthers and Marsha Dillon.

3. Approval of Agenda
Mayor Ussery stated that staff reports would be moved to follow the Senior Center Grant Presentation and the Branch Line Solar Project (TED) presentation.

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

6. Twin Valley Community Grant Award
Megan Harper represented Twin Valley regarding their community outreach programs. She informed the Council that Twin Valley is a fourth-generation broadband communications company based in Kansas and has served the Clearwater community since the 1950s, originally through Southern Kansas Telephone. Twin Valley provides more than $100,000 in support for community outreach and digital inclusion through scholarships, sponsorships, free internet for community organizations and free public Wi-Fi. They continue to support the Clearwater Fall Festival, Christmas event, Booster, Lyons and Rotary clubs as well as after prom. She explained that Twin Valley offers a college scholarship program of up to $2,500 for local high school seniors who intend to return to rural communities after graduation. She also noted that Twin Valley provides community initiative grants of up to $5,000 per project. There were 81 applications totaling over $360,000 during this grant cycle in which 8 of these projects were picked totaling $38,000. The Clearwater Senior Center was awarded $5,000 to purchase an industrial refrigerator and freezer as part of their expansion project. Amber Ives noted that the refrigerator will be put in the back to hold snacks and meals that come in. This will help keep food fresh longer and support the expansion of the building and the growing number of participants. Mayor Ussery thanked Megan and noted the grant was well-timed.

7. Branch Line Solar Project (TED)
Mayor Ussery informed the audience that Sedgwick County Commissioners will be considering this project on Wednesday, August 5th and encouraged them to voice their opinion as Clearwater does not have the authority to approve or deny this project. Ted Renewables has applied for a conditional use permit for the Branch Line Solar Project. The project was submitted through the Metro Area Planning Commission (MAPC) and has been forwarded to the Sedgwick County Board of Commissioners for final review on August 5th. On May 26th the City of Clearwater governing

body reviewed the impact of the placement of the solar project at the published locations and submitted formal opposition to the setting of the area surrounding the city as it may interfere with or hinder future growth and development. Resolution number 07-2026 and a letter signed by the governing body was provided to the MAPC and the Sedgwick County Board of Commissioners to that effect. These are both on file with the City. On June 23rd the law office of Foulston submitted a letter to the MAPC refuting the basics for the city's concern. On July 1st a representative from Ted Renewables requested a meeting to discuss the project. The city's response was to wait for the County Commissioners' determination on August 5th. On July 9th Ted Renewables again reached out for a meeting with the city. On July 13th an invitation was submitted for Ted Renewables to attend the city council meeting on July 14th. Understandably, due to the short notice, they were unable to make that meeting. On July 21st Mr. Metcalf from Ted Renewable provided a letter and email to the Clearwater governing body with an offer to make a 3.5-million-dollar contribution over a period of 10 years to the city. On July 22nd they were again invited to attend the city council meeting and present their information in an open meeting to provide a brief presentation and for public feedback. Ben Metcalf, Vice President of Ted Renewables, stated that he understood if he was perceived as greedy and not caring about the community after reading the Mayor's update. He shared that his brother was born in Kansas, but his family later relocated due to his father's job. He also noted his own service in the Navy and explained that he transitioned into solar development because he views it as another way to serve. He stated that energy security and affordability are important priorities and believes solar development can help support those goals. He said they are not asking for Clearwater or those who have filed an appeal with MAPC to rescind their opposition and supports the right to oppose this project. He wanted to discuss the letter that he sent to this Council and how infrastructure projects are taxed in Kansas. He explained that the State Legislature has used 10-year tax abatements to encourage economic development which is available to solar projects and other forms of energy because they believe energy affordability is important. He stated that the federal level provides incentives to energy and is focused on economic development and energy security. Since priorities are different for local, State, Federal and County governments therefore a norm has been established for projects to offer a contribution agreement to offset some of that tax revenue in the 10 years. Mr. Metcalf is not aware of any projects in Kansas over the last 5 years where there has not been one of these agreements in place. He explained that sometimes Counties decide to make the agreement a condition precedent to a conditional use permit and some prefer to negotiate that after a permit has been issued, Sedgwick County has chosen to defer the conversation to after a permit is issued if it gets approved. He would rather the contribution go towards essential services that are in the vicinity of their projects rather than the general fund of the County and would like to open the conversation if the City is interested and noted that it is not conditioned on Clearwater rescinding the Resolution. Mr. Metcalf introduced Wes Struthers as the landowner on this project. Mayor Ussery explained that the City discussed this project at length and does not believe there are any objections to Solar, the concern is the future growth of Clearwater and the surrounding community. He noted the significant contribution associated with the project and clarified that the project is not limited to 10 years. He stated that the application references a 35-year project life, with the potential for up to 50 years with proper maintenance. He also addressed the attorney's letter regarding the lack of growth in Clearwater, noting that the community has added 63 new homes within the past four years with 70 currently platted and 160 more in acreage within the city. There has been great effort in growing the community and Clearwater should not be subject to a 2020 census. Mayor Ussery is concerned this project would deter new growth and that over that 50-year period, if product or if your value drops, it doesn't take very much to make up $3.5 million for a community-wide loss in property value before that's a trade-off and believes putting this project where it is proposed would be a detriment to future growth. Warkins asked what the construction cost for the project is, Ian Edwars who is the lead project developer for the project stated it is roughly a $150 million investment. She asked if that investment would increase the value of the land, Mr. Metcalf believes that to be a question for the appraiser but would think the long-term revenue stream would be considered during the appraisal. She asked if the energy being created would go back to Evergy's grid, he answered it would go to the bulk electric system, the transmission grid and that this is not being developed for Evergy. They may choose to purchase some of the power, or it may just go in the bulk electric system into what's called the Southwest Power Pool wholesale electric market like a lot of wind or natural gas projects. Chambers asked Mr. Struthers about a statement in an email regarding the possibility of donating land to the City for future development, he owns a quarter section across from the high school and the land next to the golf course which he would like to develop into housing as well as more land north of town not included in the project. He mentioned he would like to re-invest into land that is close to ranch operations as this part is getting too crowded for him. He mentioned that his family has owned a lot of the property for over 100 years and is a little irritated with the City telling him what he can do with his property and noted the little growth of Clearwater with the graduating class being 126 students. He also believes that real estate is getting too valuable to farm. They have about 1,600 acres of the original homestead land remaining. Marcia Dillon who lives in Prairie Grass Circle, stated that her property line is 100 feet way from the proposed solar panel project and believes it will drastically change their quality of life and neighborhood. She noted how much the neighborhood has grown since moving there 15 years ago. She said that they will sell their house as quickly as possible if the project gets approved due to a decrease in value. There was no changes to the Resolution sent by the governing body regarding this project, council thanked everyone for their input and time.

8. Staff Reports:

- Administration Office – Courtney Zollinger – Council asked whether the lots in Indian Lakes would need to be rezoned. Zollinger stated that no rezoning would be required, as single-family homes are permitted within multi-family zoning districts. Council asked for an update on the property off Yvonne and Park Glen. Zollinger stated that certified letters had gone unclaimed twice. A 10-day notice will be published in the newspaper before the City can act. If the City mows the property, the owner will be billed, and any unpaid charges will be submitted to the County for tax abatement. Council asked about the tall weeds at the Senior Living facility near Mize's. Zollinger stated that the property is on the Code Compliance Officer's list.
- Fire Department – Justin Patrick – Mayor Ussery reminded Council of the meeting with Sedgwick County on Friday to review the Mutual Aid Agreement with the Fire Chief, Justin Patrick, Courtney, and himself.
- Police Department – Kirk Ives – Officer Lantz has 2 ½ months left in KLETC.
- Public Works/Parks – Cole Hollis – Council thanked public works for the speedy repair on the culvert.
- Senior Center – Amber Ives –

9. Business

a. Annexation Ordinance 8035 S. Butterfly Ct.

In June 2026 the city received Consent for and Petition to Annex into the corporate limits of the City of Clearwater from the property owners at 8035 S Butterfly Ct. At the June 23, 2026, meeting the Governing Body adopted Resolution 08-2026 finding it advisable to annex the referenced property. Per state statute, that resolution was sent to the Sedgwick County Board of County Commissioners and at their July 15th meeting the Sedgwick County BOCC adopted resolution 140-2026 releasing the property for the City to annex. The Governing Body needs to adopt a separate Ordinance officially annexing the property into the city. Shore mentioned the County expressing dislike of the island annexation at previous meetings and asked if they could make Clearwater annex all remaining property at once, Mayor Ussery said they could not. After that meeting letters were sent to the property owners inviting them to start the annexation process now prior to them building which would mean their tax rate would change to the City and they chose to wait. Zollinger mentioned that there are about 8 properties remaining and once all properties have been annexed in, the City will take over road maintenance there as well.

Motion: ***Warkins*** moved; ***Gordon*** seconded to adopt Ordinance 1133 An Ordinance Annexing And Incorporating Certain Land Within The Boundaries Of The City Of Clearwater, Kansas Pursuant To And In Accordance With The Provisions Of K.S.A. 12-520c. Voted and passed unanimously.

b. Special Event Permit

Brent Barry is requesting a Special Event Permit for September 20th, 2026, from 6:30 am – 8:00 pm. This would be a community event called Main Street Miles: Clearwater Runs for Recovery. He is proposing to start running from the Emergency Services building at 319 W Ross to City Park for the 12-hour period. He has asked to utilize the shelters and to have the fees waived as well as use the parking lot at City park. He would like to block off the parking lot entrances at City Park from 4p-8p. There will be a church sponsored potluck under the shelters from 11a-3p, local businesses will provide free nutritional drinks and healthy snacks. All activities are free, donations are welcome. He will have 2 first aid tents ran by volunteers. The event would focus on raising awareness around recovery, reducing stigma, celebrating stories of transformation, strengthening community connections. There's no request for street closures, only the City Park parking lot as participants will utilize the sidewalks, crosswalks and abide all traffic laws. Chief Ives and Chief Dinwiddie reviewed the request and had no concerns. The request also included waiving the $120 shelter rental fee for the three shelters. Council discussed other instances when the fees would be waived, Zollinger stated fees are waived mostly for community events.

Motion: ***Palmer-Witt*** moved; ***Warkins*** seconded to Approve the Mayor to issue the Special Event Permit for use of public property for the 2026 Main Street Miles event and waive the fees to rent the park shelters. Voted and passed unanimously.

c. Hammers Park Shelter

Mayor Ussery previously presented a proposal for a building at Hammer's Prairie Park and Nature Center estimated at $200,000, including utilities and concrete. Council requested an updated estimate for a 26' x 11' steel building with concrete access from the parking lot to meet ADA requirements. The updated estimate is $93,000, with Hammer's Prairie Park committing $50,000 and requesting the City contribute $38,500, which would need to be considered during the 2027 budget cycle. Mayor Ussery explained that the building would be used like the City Park shelters, available for reservations such as picnics and parties. The long-term plan would be adding an education center, which will require significant future fundraising. Council asked about the timeline, and Mayor Ussery stated they would like it to be in 2027. Palmer-Witt noted that maintenance costs will need to be considered in the budget.

d. Rec Commission Request for City Park Ballfield

Zollinger informed Council that the estimate from Whitney Landscaping was now $90,000 since utilizing well 4. The original amount was $72,500 with seed and is now $90,000 with sod. She also asked Public Works Director Cole Hollis to inspect the electrical at Well 4 and met with Shirley to discuss responsibilities between the City and the Rec. There still needs to be more clarification on responsibilities but the rec would be responsible for the dirt and playing surfaces including field prep and upkeep, the grass and turf areas associated with the ball field that includes mowing and general turf care, the irrigation system serving the ball field, any temporary fencing used, electrical costs for the irrigation, fence line maintenance, including trimming, spraying, weed control and keeping the fence line clear and notify the City of any significant safety concerns. The City would be responsible for repairs of the permanent chain link fence surrounding the ball field. Council asked who would maintain the lights, Zollinger said that still needs to be discussed and that the City currently maintains them. Whitney had mentioned that some pricing could be cut if Public Works could help with the well installation. Zollinger reminded Council that the Rec originally had an estimate that included seed, but to keep the carnival for the fall festival at City Park this year, Whitney could wait but would have to use sod. Council consensus was to pay the difference of seed to sod which would be $17,500. Palmer-Witt stated that it would not be cost conducive to phasing out the project and that work would start after October. Council asked about the water quality of well 4, Hollis said it would work for irrigation purposes and Zollinger reminded council that well 3 (behind the ball diamond) is the well that had nitrates that can be corrected for future use. Zollinger asked Council for direction on the lights at the park, does the city want to continue replacing the bulbs and not be responsible for upgrading all to LED or keep the option open, consensus was to be managed by the City but possibly be a shared cost.

Motion: ***Shore*** moved; ***Chambers*** seconded to authorize $17,500 to be allocated toward the City Park project for sod installation in 2027. Voted and passed unanimously.

8. Executive Session

None

9. Governing Body

Gordon – None.
Shore – Reminder to sign up for the League Annual Conference with the early bird pricing.
Warkins – Reminded Council that the Fall Festival is approaching quickly and they are trying to get plans finalized.
Palmer-Witt – Asked when the work on Ross was going to start, Zollinger said it would be Thursday with the completion goal of the 12th. She also brought up the hole that is on South Tracy by the mortuary to the North on the West Side, Zollinger will have this looked at either by Sedgwick County or Public Works.
Chambers – None.
Ussery –

10. Adjournment

Motion: ***Warkins*** moved; ***Palmer-Witt*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:00 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 July 28th, 2026, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 11th day of August 2026.

____

Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Workshop - **MINUTES**
July 28, 2026
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

---

1. Call to Order

Mayor Burt Ussery called the meeting to order at 7:05 p.m.
Mayor Burt Ussery, Jason Gordon, Justin Shore, Samantha Warkins, Shirely Palmer-Witt, and Dalton Chambers were present.
Courtney Zollinger, Kirk Ives, Amber Ives, Cole Hollis and Justin Patrick were present.

2. Discussion Topics

a. Budget Discussion

Council continued discussion on the Fire, Debt Service and Special Projects budgets. Discussion was held regarding the Duty Officer position and the appropriate hourly on-call pay rate, with Council settling on $4 per hour. The firebar from Twin Valley will be removed, as well as new gear racks. Staff will be utilizing equipment reserve funds for the pool filter, VFD, City Park ballfield sod, Light pole refinish project. The council proposed putting $40,000 back into special parks that was removed the past couple of years to have in case other park projects come up.
Council proposed keeping the mill levy at 52.695 and not increasing to continue to put funds towards the large capital projects such as the street reconstruction, which will go to final financing in 2027, and the Senior Center Expansion project. The budget and revenue nuetral rate hearing will be held on August 28, 2026 at 6pm.

3. Adjournment

Motion: *Warkins* moved; ***Palmer-Witt*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 9:11 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 July 28th, 2026, City Council Workshop.

Given under my hand and official seal of the City of Clearwater, Kansas, this 11th day of August 2026.

____
Jaye Poe, City Clerk

Check Report

Clearwater, KS

By Check Number

Date Range: 07/01/2026 - 07/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0036	AMAZON BUSINESS	07/01/2026	Regular	0.00	1,603.98	52758
0039	AMERICAN FUN FOOD CO., INC.	07/01/2026	Regular	0.00	367.43	52759
0054	ARLENE M. BURROW ATTORNEY AT LAW	07/01/2026	Regular	0.00	500.00	52760
0059	ASCAP	07/01/2026	Regular	0.00	12.00	52761
0072	B & B LUMBER	07/01/2026	Regular	0.00	28.89	52762
0121	BROADSTROKE INC	07/01/2026	Regular	0.00	1,000.00	52763
0152	CERTIFIED ENGINEERING DESIGN	07/01/2026	Regular	0.00	63,150.00	52764
0255	DEBORAH PELZ	07/01/2026	Regular	0.00	130.00	52765
1074	ELECTRAFORM EQUIPMENT	07/01/2026	Regular	0.00	327.83	52766
0364	GALL'S INC.	07/01/2026	Regular	0.00	659.19	52767
0390	GRAINGER	07/01/2026	Regular	0.00	35.54	52768
0397	GT DISTRIBUTORS, INC	07/01/2026	Regular	0.00	20.00	52769
0441	J & H STORAGE	07/01/2026	Regular	0.00	65.00	52770
0444	J. LARRY LINN	07/01/2026	Regular	0.00	1,175.00	52771
0493	JUSTIN PATRICK	07/01/2026	Regular	0.00	112.50	52772
1078	KEELER CONSTRUCTION	07/01/2026	Regular	0.00	122,146.20	52773
0583	LEASE FINANCE PARTNERS	07/01/2026	Regular	0.00	571.09	52774
0600	LOWE'S	07/01/2026	Regular	0.00	202.14	52775
0628	MERIDIAN ANALYTICAL LABS, LLC	07/01/2026	Regular	0.00	394.35	52776
1081	MICHAEL REDMAN	07/01/2026	Regular	0.00	1,100.00	52777
0660	MOTOROLA SOLUTIONS, INC	07/01/2026	Regular	0.00	48.92	52778
0671	NAVRAT'S OFFICE PRODUCTS	07/01/2026	Regular	0.00	349.83	52779
0712	PEARSON CONSTRUCTION LLC	07/01/2026	Regular	0.00	419,651.34	52780
1068	PHILIP L. WEISER	07/01/2026	Regular	0.00	1,050.00	52781
0737	PROFESSIONAL ENGINEERING CONS	07/01/2026	Regular	0.00	7,375.00	52782
0743	PYE-BARKER FIRE & SAFETY LLC	07/01/2026	Regular	0.00	1,601.15	52783
0749	RANSON FINANCIAL GROUP LLC	07/01/2026	Regular	0.00	7,965.00	52784
0754	REDAX BUSINESS SOLUTIONS LLC	07/01/2026	Regular	0.00	249.50	52785
1033	REDWING BUSINESS ADVANTAGE	07/01/2026	Regular	0.00	492.98	52786
0769	ROASTER JOE'S	07/01/2026	Regular	0.00	49.80	52787
0785	SALINA WHOLESALE SUPPLY CO	07/01/2026	Regular	0.00	332.20	52788
0868	SUPERIOR RUBBER STAMP	07/01/2026	Regular	0.00	37.25	52789
0904	TRAVELERS	07/01/2026	Regular	0.00	3,891.00	52790
0912	TWIN VALLEY TELEPHONE	07/01/2026	Regular	0.00	1,263.74	52791
0913	TYLER TECHNOLOGIES	07/01/2026	Regular	0.00	3,055.00	52792
0916	ULTRA MODERN POOL & PATIO	07/01/2026	Regular	0.00	1,255.75	52793
0917	UNIFIRST CORPORATION	07/01/2026	Regular	0.00	70.05	52794
0967	WICHITA STATE UNIVERSITY ATTN: ACCOUNTS I	07/01/2026	Regular	0.00	485.00	52795
0072	B & B LUMBER	07/10/2026	Regular	0.00	144.81	52796
0114	BRENNTAG SOUTHWEST, INC.	07/10/2026	Regular	0.00	5,363.14	52797
1082	CADEN LANTZ	07/10/2026	Regular	0.00	73.96	52798
0162	CHARLES REITBERGER	07/10/2026	Regular	0.00	237.07	52799
0194	CLEARWATER WELLNESS CENTER	07/10/2026	Regular	0.00	90.00	52800
0221	CORE & MAIN LP	07/10/2026	Regular	0.00	1,012.24	52801
0261	DENISE DONNELLY-MILLS	07/10/2026	Regular	0.00	200.00	52802
0319	EVERGY KANSAS CENTRAL	07/10/2026	Regular	0.00	9,552.96	52803
	Void	07/10/2026	Regular	0.00	0.00	52804
0402	HAYSVILLE RENTAL CENTER	07/10/2026	Regular	0.00	120.00	52805
0463	JASON JOHNSON	07/10/2026	Regular	0.00	1,221.92	52806
0518	KANSAS GAS SERVICE	07/10/2026	Regular	0.00	354.97	52807
0529	KANSAS ONE CALL SYSTEM, INC.	07/10/2026	Regular	0.00	81.13	52808
1083	Mallory Minor	07/10/2026	Regular	0.00	125.00	52809
0629	METROPOLITAN AREA BUILD & CONS	07/10/2026	Regular	0.00	2,085.86	52810
0691	ONESOURCE TECHNOLOGY, INC	07/10/2026	Regular	0.00	4,127.00	52811

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0765	RICHARD VOGEL	07/10/2026	Regular	0.00	615.63	52812
0769	ROASTER JOE'S	07/10/2026	Regular	0.00	685.91	52813
0778	RUSSELL L. MILLS ATTORNEY AT LAW	07/10/2026	Regular	0.00	1,100.00	52814
1044	SEDGWICK COUNTY CPAAA	07/10/2026	Regular	0.00	855.00	52815
0878	TAYLOR DOUGLAS	07/10/2026	Regular	0.00	938.35	52816
0896	TIMES-SENTINEL NEWSPAPERS	07/10/2026	Regular	0.00	228.50	52817
0916	ULTRA MODERN POOL & PATIO	07/10/2026	Regular	0.00	843.84	52818
1085	Jordynn Corbett	07/10/2026	Regular	0.00	30.71	52819
1085	Jordynn Corbett	07/10/2026	Regular	0.00	61.42	52820
0431	INTERNAL REVENUE SERVICE	07/14/2026	Regular	0.00	57.60	52821
0036	AMAZON BUSINESS	07/15/2026	Regular	0.00	614.02	52822
0037	AMBER IVES	07/15/2026	Regular	0.00	550.98	52823
0066	AUSTIN HOSE	07/15/2026	Regular	0.00	200.57	52824
1001	BRIAN RICHEY	07/15/2026	Regular	0.00	300.00	52825
0364	GALL'S INC.	07/15/2026	Regular	0.00	400.37	52826
0398	HACH COMPANY	07/15/2026	Regular	0.00	574.30	52827
0406	HOME DEPOT	07/15/2026	Regular	0.00	34.98	52828
0582	LEAGUE OF KS MUNICIPALITIES	07/15/2026	Regular	0.00	500.00	52829
0600	LOWE'S	07/15/2026	Regular	0.00	513.63	52830
0619	MCDONALD TINKER PA	07/15/2026	Regular	0.00	1,888.50	52831
0628	MERIDIAN ANALYTICAL LABS, LLC	07/15/2026	Regular	0.00	141.00	52832
0656	MIZE'S THRIFTWAY	07/15/2026	Regular	0.00	119.22	52833
0663	MULVANE COOP	07/15/2026	Regular	0.00	971.22	52834
0687	O'REILLY AUTO PARTS	07/15/2026	Regular	0.00	30.40	52835
0715	PETTY CASH	07/15/2026	Regular	0.00	20.00	52836
0719	PITNEY BOWES GLOBAL FINANCIAL SERVICES	07/15/2026	Regular	0.00	259.98	52837
0735	PROFESSIONAL CODE COMPLIANCE	07/15/2026	Regular	0.00	1,949.15	52838
0769	ROASTER JOE'S	07/15/2026	Regular	0.00	33.20	52839
0809	SEDGWICK COUNTY ELECTRIC COOP	07/15/2026	Regular	0.00	1,606.44	52840
0900	TRACTOR SUPPLY COMPANY	07/15/2026	Regular	0.00	15.87	52841
0910	TRUGREEN	07/15/2026	Regular	0.00	3,428.53	52842
0913	TYLER TECHNOLOGIES	07/15/2026	Regular	0.00	31,665.00	52843
0941	WASTE CONNECTIONS, INC.	07/15/2026	Regular	0.00	18,151.19	52844
0955	WHITNEY LANDSCAPING	07/15/2026	Regular	0.00	4,345.00	52845
1086	WICHITA METRO CRIME COMMISSION	07/15/2026	Regular	0.00	300.00	52846
0971	WICHITA WINWATER WORKS	07/15/2026	Regular	0.00	232.27	52847
0981	WORKSTEPS, INC	07/15/2026	Regular	0.00	75.00	52848
0036	AMAZON BUSINESS	07/29/2026	Regular	0.00	400.76	52849
0100	BOUND TREE MEDICAL	07/29/2026	Regular	0.00	392.88	52850
1082	CADEN LANTZ	07/29/2026	Regular	0.00	147.92	52851
0142	CASEY'S	07/29/2026	Regular	0.00	-3,379.23	52852
0142	CASEY'S	07/29/2026	Regular	0.00	3,379.23	52852
0185	CLEARWATER FALL FESTIVAL	07/29/2026	Regular	0.00	90.00	52853
0221	CORE & MAIN LP	07/29/2026	Regular	0.00	10,449.00	52854
0256	DECKER ELECTRIC	07/29/2026	Regular	0.00	500.00	52855
0267	DIGITAL OFFICE SYSTEMS	07/29/2026	Regular	0.00	17.21	52856
0397	GT DISTRIBUTORS, INC	07/29/2026	Regular	0.00	189.62	52857
0437	IRRIGATION BY DESIGN	07/29/2026	Regular	0.00	114.16	52858
0439	ITRON, INC	07/29/2026	Regular	0.00	1,240.02	52859
0441	J & H STORAGE	07/29/2026	Regular	0.00	65.00	52860
0442	J & J DRAINAGE PRODUCTS CO	07/29/2026	Regular	0.00	11,976.76	52861
0461	JASON GEARHARDT	07/29/2026	Regular	0.00	328.65	52862
0535	KANSAS STATE TREASURER	07/29/2026	Regular	0.00	4,995.12	52863
0582	LEAGUE OF KS MUNICIPALITIES	07/29/2026	Regular	0.00	305.97	52864
0583	LEASE FINANCE PARTNERS	07/29/2026	Regular	0.00	571.09	52865
0628	MERIDIAN ANALYTICAL LABS, LLC	07/29/2026	Regular	0.00	400.35	52866
0671	NAVRAT'S OFFICE PRODUCTS	07/29/2026	Regular	0.00	302.85	52867
0725	POSTALOCITY	07/29/2026	Regular	0.00	1,000.00	52868
0808	SEDGWICK COUNTY DEPT OF FINANCE	07/29/2026	Regular	0.00	398.61	52869
1088	STORMIE MYERS	07/29/2026	Regular	0.00	10.00	52870
0896	TIMES-SENTINEL NEWSPAPERS	07/29/2026	Regular	0.00	1,209.75	52871

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0909	TRUE2U AUTOMOTIVE, LLP	07/29/2026	Regular	0.00	22.50	52872
0912	TWIN VALLEY TELEPHONE	07/29/2026	Regular	0.00	1,263.62	52873
0917	UNIFIRST CORPORATION	07/29/2026	Regular	0.00	314.62	52874
0925	UTILITY SERVICE CO., INC.	07/29/2026	Regular	0.00	8,310.93	52875
0948	WEIS FIRE & SAFETY EQUIP LLC	07/29/2026	Regular	0.00	1,247.00	52876
0559	KPERS	07/02/2026	Bank Draft	0.00	540.41	DFT0000343
0509	KANSAS DEPARTMENT OF REVENUE	07/02/2026	Bank Draft	0.00	136.46	DFT0000344
0431	INTERNAL REVENUE SERVICE	07/02/2026	Bank Draft	0.00	705.17	DFT0000345
0509	KANSAS DEPARTMENT OF REVENUE	07/02/2026	Bank Draft	0.00	2.93	DFT0000346
0431	INTERNAL REVENUE SERVICE	07/02/2026	Bank Draft	0.00	29.84	DFT0000347
1040	Security Benefits	07/02/2026	Bank Draft	0.00	75.00	DFT0000348
0559	KPERS	07/02/2026	Bank Draft	0.00	42.88	DFT0000349
1039	EMPOWER RETIREMENT	07/02/2026	Bank Draft	0.00	877.00	DFT0000350
0686	NUESYNERGY HEALTH SAV ACCT	07/02/2026	Bank Draft	0.00	645.85	DFT0000351
0559	KPERS	07/02/2026	Bank Draft	0.00	7,055.42	DFT0000352
0509	KANSAS DEPARTMENT OF REVENUE	07/02/2026	Bank Draft	0.00	2,350.99	DFT0000353
0431	INTERNAL REVENUE SERVICE	07/02/2026	Bank Draft	0.00	11,883.36	DFT0000354
0322	FARMERS BANK	07/01/2026	Bank Draft	0.00	7,344.07	DFT0000359
0508	KANSAS DEPARTMEN OF LABOR	07/01/2026	Bank Draft	0.00	298.86	DFT0000360
0508	KANSAS DEPARTMEN OF LABOR	07/01/2026	Bank Draft	0.00	-298.86	DFT0000360
0508	KANSAS DEPARTMEN OF LABOR	07/01/2026	Bank Draft	0.00	-24.47	DFT0000361
0508	KANSAS DEPARTMEN OF LABOR	07/01/2026	Bank Draft	0.00	24.47	DFT0000361
0590	LIBERTY NATIONAL	07/01/2026	Bank Draft	0.00	-526.58	DFT0000362
0590	LIBERTY NATIONAL	07/01/2026	Bank Draft	0.00	526.58	DFT0000362
0870	SURENCY LIFE & HEALTH INS CO	07/02/2026	Bank Draft	0.00	247.18	DFT0000373
0205	COLONIAL LIFE INSURANCE CO.	07/07/2026	Bank Draft	0.00	87.30	DFT0000374
0018	AFLAC	07/15/2026	Bank Draft	0.00	672.64	DFT0000375
0303	EMPRISE BANK	07/09/2026	Bank Draft	0.00	32.00	DFT0000378
0142	CASEY'S	07/10/2026	Bank Draft	0.00	3,245.42	DFT0000379
0509	KANSAS DEPARTMENT OF REVENUE	07/10/2026	Bank Draft	0.00	200.44	DFT0000380
0509	KANSAS DEPARTMENT OF REVENUE	07/10/2026	Bank Draft	0.00	1,036.08	DFT0000381
0509	KANSAS DEPARTMENT OF REVENUE	07/10/2026	Bank Draft	0.00	411.30	DFT0000382
0627	MERCHANT SERVICES	07/10/2026	Bank Draft	0.00	678.12	DFT0000383
0559	KPERS	07/17/2026	Bank Draft	0.00	524.19	DFT0000384
0509	KANSAS DEPARTMENT OF REVENUE	07/17/2026	Bank Draft	0.00	130.92	DFT0000385
0431	INTERNAL REVENUE SERVICE	07/17/2026	Bank Draft	0.00	692.79	DFT0000386
1040	Security Benefits	07/17/2026	Bank Draft	0.00	75.00	DFT0000387
1039	EMPOWER RETIREMENT	07/17/2026	Bank Draft	0.00	877.00	DFT0000388
0686	NUESYNERGY HEALTH SAV ACCT	07/17/2026	Bank Draft	0.00	645.85	DFT0000389
0559	KPERS	07/17/2026	Bank Draft	0.00	7,289.67	DFT0000390
0509	KANSAS DEPARTMENT OF REVENUE	07/17/2026	Bank Draft	0.00	2,572.68	DFT0000391
0431	INTERNAL REVENUE SERVICE	07/17/2026	Bank Draft	0.00	12,982.77	DFT0000392
0509	KANSAS DEPARTMENT OF REVENUE	07/17/2026	Bank Draft	0.00	2.93	DFT0000393
0431	INTERNAL REVENUE SERVICE	07/17/2026	Bank Draft	0.00	29.84	DFT0000394
0134	CARDMEMBER SERVICES	07/15/2026	Bank Draft	0.00	-2,376.27	DFT0000395
0134	CARDMEMBER SERVICES	07/15/2026	Bank Draft	0.00	2,376.27	DFT0000395
0789	SAM'S CLUB	07/15/2026	Bank Draft	0.00	1,740.19	DFT0000396
0931	VERIZON WIRELESS	07/15/2026	Bank Draft	0.00	518.48	DFT0000397
0931	VERIZON WIRELESS	07/15/2026	Bank Draft	0.00	40.01	DFT0000398
0509	KANSAS DEPARTMENT OF REVENUE	07/17/2026	Bank Draft	0.00	29.36	DFT0000399
0431	INTERNAL REVENUE SERVICE	07/17/2026	Bank Draft	0.00	116.00	DFT0000400
0559	KPERS	07/17/2026	Bank Draft	0.00	116.66	DFT0000401
0431	INTERNAL REVENUE SERVICE	07/17/2026	Bank Draft	0.00	-4.22	DFT0000403
0098	BLUE CROSS AND BLUE SHIELD	07/15/2026	Bank Draft	0.00	18,533.68	DFT0000404
H1036	INTERNAL REVENUE SERVICE	07/31/2026	Bank Draft	0.00	8.66	DFT0000406
0559	KPERS	07/31/2026	Bank Draft	0.00	524.19	DFT0000407
0509	KANSAS DEPARTMENT OF REVENUE	07/31/2026	Bank Draft	0.00	132.25	DFT0000408
0431	INTERNAL REVENUE SERVICE	07/31/2026	Bank Draft	0.00	696.69	DFT0000409
1040	Security Benefits	07/31/2026	Bank Draft	0.00	75.00	DFT0000410
1039	EMPOWER RETIREMENT	07/31/2026	Bank Draft	0.00	877.00	DFT0000411
0559	KPERS	07/31/2026	Bank Draft	0.00	7,309.37	DFT0000412

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0509	KANSAS DEPARTMENT OF REVENUE	07/31/2026	Bank Draft	0.00	2,577.82	DFT0000413
0431	INTERNAL REVENUE SERVICE	07/31/2026	Bank Draft	0.00	12,970.17	DFT0000414
0134	CARDMEMBER SERVICES	07/15/2026	Bank Draft	0.00	2,262.29	DFT0000427

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	210	118	0.00	791,596.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-3,379.23
Bank Drafts	56	59	0.00	112,647.10
EFT's	0	0	0.00	0.00
	266	**179**	**0.00**	**900,863.98**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Farmers Bank-Farmers Bank						
0356	FREEDOM CLAIMS	07/20/2026	Bank Draft	0.00	837.07	DFT0000342
0356	FREEDOM CLAIMS	07/03/2026	Bank Draft	0.00	930.31	DFT0000371
0356	FREEDOM CLAIMS	07/20/2026	Bank Draft	0.00	2,017.11	DFT0000423

Bank Code Farmers Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	3,784.49
EFT's	0	0	0.00	0.00
	3	**3**	**0.00**	**3,784.49**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	210	118	0.00	791,596.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-3,379.23
Bank Drafts	59	62	0.00	116,431.59
EFT's	0	0	0.00	0.00
	269	**182**	**0.00**	**904,648.47**

Fund Summary

Fund	Name	Period	Amount
605	FARMERS BANK HEALTH INS FCMI	7/2026	3,784.49
999	POOLED CASH	7/2026	900,863.98
			904,648.47

Clearwater, KS

Payroll Check Register

Employee Pay Summary

Pay Period: 6/27/2026-7/10/2026

Packet: PYPKT00212 - 2026 07 2nd City Payroll
Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Allred, Emelia V	50131	07/17/2026	754	370.79	0.00	40.44	330.35
Baumann, Austin J	51065	07/17/2026	774	75.00	0.00	5.74	69.26
Berger, Kyle W	51018	07/17/2026	767	150.00	0.00	11.48	138.52
Berlin, Justine T	51094	07/17/2026	780	542.78	0.00	41.52	501.26
Biggs, Jason B	50016	07/17/2026	736	1,792.00	323.08	271.19	1,197.73
Burley, Jamie L	50019	07/17/2026	739	1,775.40	140.02	375.33	1,260.05
Canup, Phenmore E	51125	07/17/2026	188	495.84	0.00	38.18	457.66
Chambers, Dalton C	50116	07/17/2026	752	44.31	0.00	3.39	40.92
Childers, Kyla Renay	POOL00014	07/17/2026	802	242.11	0.00	23.90	218.21
Christiansen, Brylie Paige	51109	07/17/2026	786	484.00	0.00	54.99	429.01
Churchman, Landon J	51119	07/17/2026	187	30.00	0.00	2.30	27.70
Corr, Lisa S	51008	07/17/2026	762	30.00	0.00	2.30	27.70
Coughlin, Colten G	51052	07/17/2026	773	45.00	0.00	3.44	41.56
Cowherd, Michael D	51036	07/17/2026	769	1,800.10	274.09	366.72	1,159.29
Dinwiddie, Jared K	51015	07/17/2026	764	887.69	0.00	236.86	650.83
Fisher, Taryne R	51105	07/17/2026	784	845.49	0.00	124.07	721.42
Gardenhire, Graysea Bryn	POOL00012	07/17/2026	800	264.51	0.00	26.78	237.73
Gearhardt, Jason M	50060	07/17/2026	185	5,420.89	668.43	1,477.48	3,274.98
Gillespie, Reagan Nicole	POOL00011	07/17/2026	799	133.43	0.00	10.20	123.23
Gordon, Jason E	50104	07/17/2026	749	44.31	0.00	3.39	40.92
Grizzle, Richard E	51084	07/17/2026	777	135.00	0.00	10.33	124.67
Hagy, Victor L	51120	07/17/2026	789	96.40	0.00	7.38	89.02
Harp, Lee B	50063	07/17/2026	744	997.04	0.00	196.41	800.63
Hollis, Cole F	50015	07/17/2026	735	3,005.46	253.43	579.84	2,172.19
Ives, Amber E	50090	07/17/2026	747	1,976.17	250.68	383.53	1,341.96
Ives, Kirk D	50056	07/17/2026	740	3,412.47	407.25	811.19	2,194.03
Jacks, Justin T	50066	07/17/2026	745	2,797.48	470.00	290.14	2,037.34
Kenney, William Vincent	51127	07/17/2026	792	15.00	0.00	1.15	13.85
King, Layne Allen	POOL00002	07/17/2026	795	422.73	0.00	47.11	375.62
King, Kylee M	50139	07/17/2026	755	168.91	0.00	14.49	154.42
Kite, Kristopher Glen	PD00003	07/17/2026	793	135.96	0.00	10.40	125.56
Kraft, Gibson R	51004	07/17/2026	761	30.00	0.00	2.30	27.70
Lambert, Patricia L	50017	07/17/2026	737	250.00	0.00	19.13	230.87
Lantz, Caden Tyler	PD00004	07/17/2026	794	1,980.00	146.93	306.60	1,526.47
McDaneld, Jacob Michael	PW00004	07/17/2026	803	930.00	0.00	143.38	786.62
Mellen, Grant Robert	POOL00003	07/17/2026	796	229.46	0.00	17.56	211.90
Mendenhall, Stephanie K	51092	07/17/2026	779	608.40	0.00	70.97	537.43
Miller, Livia L	51113	07/17/2026	788	139.88	0.00	10.70	129.18
Mishler, Johnny L	50025	07/17/2026	183	82.64	0.00	6.32	76.32
Nichols, Patricia L	50062	07/17/2026	743	1,435.73	152.22	256.92	1,026.59
Ohlde, Emmit Ray	POOL00010	07/17/2026	798	445.83	0.00	34.10	411.73
Ostgren, Courtney L	50227	07/17/2026	758	3,715.13	442.81	928.97	2,343.35
Palmer-Witt, Shirley K	50111	07/17/2026	751	44.31	0.00	3.39	40.92
Pate, Henry A	51017	07/17/2026	766	90.00	0.00	6.89	83.11
Patrick, Justin R	51033	07/17/2026	768	625.00	0.00	106.75	518.25
Pickens, Michael A	50061	07/17/2026	742	3,469.04	208.14	806.66	2,454.24
Poe, Jaye D	50018	07/17/2026	738	2,496.73	224.80	505.19	1,766.74
Posch, Chadd A	50211	07/17/2026	757	2,609.37	355.06	264.46	1,989.85
Rakes, Andrew M	51045	07/17/2026	770	75.00	0.00	5.74	69.26
Reitberger, Charles A	50049	07/17/2026	184	1,516.66	0.00	256.23	1,260.43
Reitberger, Carol L	50002	07/17/2026	734	2,241.49	882.85	476.41	882.23

Packet: PYPKT00212 - 2026 07 2nd City Payroll
Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Riggs, Roy R	50080	07/17/2026	746	147.29	0.00	11.27	136.02
Roberson, Austin C	51121	07/17/2026	790	120.00	0.00	9.18	110.82
Roberson, Tyler J	51003	07/17/2026	760	45.00	0.00	3.44	41.56
Ross, Cooper H	51086	07/17/2026	778	2,200.08	347.56	352.87	1,499.65
Schauf, Nicholas J	51047	07/17/2026	771	120.00	0.00	9.18	110.82
Schauf, Donald J	50058	07/17/2026	741	170.00	0.00	33.01	136.99
Schroeder, Robert J	51101	07/17/2026	781	135.00	0.00	10.33	124.67
Schwerdtfeger, Cannon Scot	POOL00004	07/17/2026	797	456.28	0.00	34.91	421.37
Seiler, Patricia L	50215	07/17/2026	186	413.20	0.00	45.89	367.31
Shore, Justin L	50101	07/17/2026	748	44.31	0.00	3.39	40.92
Smith, Alaina M	51106	07/17/2026	785	381.15	0.00	41.77	339.38
Soeken, Ethan E	51083	07/17/2026	776	1,812.80	278.46	372.00	1,162.34
Straub, Sadie M	51110	07/17/2026	787	878.60	0.00	131.63	746.97
Stucky, Casey L	50130	07/17/2026	753	373.28	0.00	31.48	341.80
Templin, Jason D	51016	07/17/2026	765	75.00	0.00	5.74	69.26
Tracy, Chloee C	50176	07/17/2026	756	290.40	0.00	30.10	260.30
Ussery, Burt L	50107	07/17/2026	750	88.62	0.00	56.77	31.85
Vaughn, Timothy N	51103	07/17/2026	783	225.00	0.00	21.70	203.30
Walcher, Hadley E	51073	07/17/2026	775	328.20	0.00	34.97	293.23
Warkins, Samantha A	51102	07/17/2026	782	44.31	0.00	3.39	40.92
Wood, Brian A	51124	07/17/2026	791	45.00	0.00	3.44	41.56
Worman, Jacob A	51048	07/17/2026	772	45.00	0.00	3.44	41.56
Wulf, Kylee Renee	POOL00013	07/17/2026	801	558.91	0.00	64.60	494.31
Yates, Kyle S	51002	07/17/2026	759	60.00	0.00	4.59	55.41
Zimmerman, Trent A	51009	07/17/2026	763	45.00	0.00	3.44	41.56
			Totals:	**60,753.37**	**5,825.81**	**11,022.87**	**43,904.69**
Cowherd, Michael D	51036	07/17/2026		195.00	0.00	17.85	177.15

City of Clearwater
City Council Meeting
August 11, 2026

Consider 2026 CMB License for Leeker's

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

Since Leeker's has now purchased Mize's, they will have to have a new license in their name.

City Clerk Jaye Poe has verified the license fee has been paid, background checks have been completed, and they are registered with TTB.

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

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the CMB license for Leekers for 2026.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: August 7, 2026
Re: Administration Report

- There is another zone leak at the soccer fields irrigation. It's only a leaking head which will involve a service call but not much damage to the system.
- There is an irrigation leak at the senior center that will be fixed as well.
- The pool staff will be holding their end of year staff party on August 6th.
- I am working on all the state budget forms to submit to the paper and county. The city provides this service to the Cemetery District and the Recreation Commission.
- The budget hearing notice has been set to Times Sentinel News for an August 13th publication. The hearing is set for August 25th at 6pm.
- Board of County Commissioners had two public hearings for both conditional use permits for solar farms. Both condition use permit recommendations to accept the permits from MAPC were overturned by BOCC 4-1.
- The 3 lots in Park Glen Estates with tall grass the notice was published in the Times Sentinel per the city code on Thursday August 6th. If not mowed by before Monday August 17th, the City crew will mow it and we will charge the owners.
- Year to Date (July 2026): 1% Sales Tax Collected: **$235,165.49**
- Total Sales Tax Collected since January 2024: **$963,642.11**

Budget Timeline

- August 25th – RNR/ Budget Hearing and Adoption

Dates to Remember

- August 9th – Aquatic Center Closes
- September 1st – Fields 1, 2 & 3 at the Sports Complex will be closed for the rest of the season
- September 7th – City Offices Close in observance of Labor Day
- September 29th – Council Workshop
- October 5th – Street Sweeping Start
- October 8th-10th – LKM Annual Conference
- October 16th-18th – Fall Festival
- October 31st – Downtown Trick or Treat

Active Nuisances/ Code Violations

205 S Tracy	148 N Lee	115 N Gorin	116 S Gorin	143 S 2nd	317 E Ross
219 S Prospect	200 E Ross	245 S Gorin	114 S Byers	140 S Lee	218 N Lee
115 N Gorin	Park Glen Estates Lots				

My Budget Report - Revenue - Expenditure

Clearwater, KS

Group Summary

For Fiscal: 2026 Period Ending: 07/31/2026

AcctClas…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - GENERAL						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	1,815,595.04	1,815,595.04	57,108.37	1,548,448.78	-267,146.26	85.29%
3050 - INTERGOVERNMENTAL	827,000.00	827,000.00	79,212.35	500,304.97	-326,695.03	60.50%
3100 - LICENSES & PERMITS	56,100.00	56,100.00	2,256.60	46,363.89	-9,736.11	82.65%
3200 - CHARGES FOR SERVICES	327,900.00	327,900.00	39,057.42	227,360.27	-100,539.73	69.34%
3250 - FINES & FORFEITURES	80,000.00	80,000.00	5,571.48	52,569.06	-27,430.94	65.71%
3300 - USE OF MONEY & PROPERTY	42,300.00	42,300.00	8,072.61	59,628.32	17,328.32	140.97%
3350 - MISCELLANEOUS	325,105.00	325,105.00	37,290.39	203,899.89	-121,205.11	62.72%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	**3,474,000.04**	**3,474,000.04**	**228,569.22**	**2,638,575.18**	**-835,424.86**	**75.95%**
Dept: 401000 - ADMINISTRATION						
4001 - PERSONNEL SERVICES	370,310.00	370,310.00	39,002.44	217,561.98	152,748.02	58.75%
4020 - SUPPLIES & MATERIALS	36,150.00	36,150.00	3,685.75	17,909.09	18,240.91	49.54%
4100 - CONTRACTUAL	208,600.00	208,600.00	8,540.57	124,733.09	83,866.91	59.80%
4101 - CONTRACTUAL CITY WIDE	245,000.00	245,000.00	20,237.05	157,570.09	87,429.91	64.31%
4200 - TRANSFERS OUT	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00%
Dept: 401000 - ADMINISTRATION Total:	**864,560.00**	**864,560.00**	**71,465.81**	**517,774.25**	**346,785.75**	**59.89%**
Dept: 401100 - SENIOR CENTER						
4001 - PERSONNEL SERVICES	43,660.00	43,660.00	5,518.59	29,487.94	14,172.06	67.54%
4020 - SUPPLIES & MATERIALS	2,698.00	2,698.00	0.00	215.64	2,482.36	7.99%
4100 - CONTRACTUAL	12,580.00	12,580.00	736.90	7,893.98	4,686.02	62.75%
4150 - CAPITAL OUTLAY	17,400.00	9,569.38	0.00	7,985.50	1,583.88	83.45%
4200 - TRANSFERS OUT	1,470.00	1,470.00	0.00	0.00	1,470.00	0.00%
Dept: 401100 - SENIOR CENTER Total:	**77,808.00**	**69,977.38**	**6,255.49**	**45,583.06**	**24,394.32**	**65.14%**
Dept: 402000 - POLICE						
4001 - PERSONNEL SERVICES	825,070.00	825,070.00	87,746.33	470,007.95	355,062.05	56.97%
4020 - SUPPLIES & MATERIALS	46,675.00	46,675.00	3,602.41	21,626.76	25,048.24	46.33%
4100 - CONTRACTUAL	75,620.00	75,620.00	2,143.24	46,675.92	28,944.08	61.72%
4150 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	481.42	3,518.58	12.04%
4200 - TRANSFERS OUT	28,400.00	28,400.00	0.00	0.00	28,400.00	0.00%
Dept: 402000 - POLICE Total:	**979,765.00**	**979,765.00**	**93,491.98**	**538,792.05**	**440,972.95**	**54.99%**
Dept: 402100 - COURT						
4001 - PERSONNEL SERVICES	34,100.00	34,100.00	3,346.53	19,001.88	15,098.12	55.72%
4020 - SUPPLIES & MATERIALS	1,845.00	1,845.00	24.44	1,461.41	383.59	79.21%
4100 - CONTRACTUAL	50,127.00	50,127.00	8,881.61	38,261.98	11,865.02	76.33%
4200 - TRANSFERS OUT	450.00	450.00	0.00	0.00	450.00	0.00%
Dept: 402100 - COURT Total:	**86,522.00**	**86,522.00**	**12,252.58**	**58,725.27**	**27,796.73**	**67.87%**
Dept: 403000 - PUBLIC WORKS						
4001 - PERSONNEL SERVICES	114,505.00	114,505.00	10,983.43	69,870.85	44,634.15	61.02%
4020 - SUPPLIES & MATERIALS	22,970.00	22,970.00	795.50	9,901.38	13,068.62	43.11%
4100 - CONTRACTUAL	30,525.00	31,825.00	330.27	17,757.47	14,067.53	55.80%
4150 - CAPITAL OUTLAY	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00%
4200 - TRANSFERS OUT	24,740.00	24,740.00	0.00	0.00	24,740.00	0.00%
Dept: 403000 - PUBLIC WORKS Total:	**195,040.00**	**196,340.00**	**12,109.20**	**97,529.70**	**98,810.30**	**49.67%**
Dept: 404200 - FIRE						
4001 - PERSONNEL SERVICES	81,250.00	81,250.00	9,053.31	48,791.40	32,458.60	60.05%
4020 - SUPPLIES & MATERIALS	20,550.00	20,550.00	1,561.09	9,417.63	11,132.37	45.83%
4100 - CONTRACTUAL	60,135.74	60,135.74	2,334.17	38,792.02	21,343.72	64.51%
4150 - CAPITAL OUTLAY	89,800.00	89,800.00	0.00	43,926.12	45,873.88	48.92%

AcctClas…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
4200 - TRANSFERS OUT	91,300.00	91,300.00	0.00	0.00	91,300.00	0.00%
Dept: 404200 - FIRE Total:	**343,035.74**	**343,035.74**	**12,948.57**	**140,927.17**	**202,108.57**	**41.08%**
Dept: 405100 - PARK						
4001 - PERSONNEL SERVICES	130,105.00	130,105.00	15,826.87	77,175.99	52,929.01	59.32%
4020 - SUPPLIES & MATERIALS	15,975.00	15,975.00	474.34	5,753.49	10,221.51	36.02%
4100 - CONTRACTUAL	102,811.00	101,511.00	7,857.37	60,069.12	41,441.88	59.17%
4150 - CAPITAL OUTLAY	500.00	4,695.00	0.00	4,414.99	280.01	94.04%
4200 - TRANSFERS OUT	6,740.00	6,740.00	0.00	0.00	6,740.00	0.00%
Dept: 405100 - PARK Total:	**256,131.00**	**259,026.00**	**24,158.58**	**147,413.59**	**111,612.41**	**56.91%**
Dept: 405200 - POOL						
4001 - PERSONNEL SERVICES	71,800.00	71,800.00	29,025.12	47,682.07	24,117.93	66.41%
4020 - SUPPLIES & MATERIALS	15,500.00	15,500.00	2,696.06	14,216.13	1,283.87	91.72%
4100 - CONTRACTUAL	13,450.00	13,450.00	776.22	8,368.17	5,081.83	62.22%
4150 - CAPITAL OUTLAY	13,000.00	8,310.12	0.00	8,310.12	0.00	100.00%
4200 - TRANSFERS OUT	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00%
Dept: 405200 - POOL Total:	**119,750.00**	**115,060.12**	**32,497.40**	**78,576.49**	**36,483.63**	**68.29%**
Dept: 405300 - MUSEUM BUILDING						
4020 - SUPPLIES & MATERIALS	1,000.00	1,000.00	0.00	336.37	663.63	33.64%
4100 - CONTRACTUAL	10,050.00	10,050.00	92.20	6,829.13	3,220.87	67.95%
4150 - CAPITAL OUTLAY	0.00	8,325.50	0.00	8,325.50	0.00	100.00%
4200 - TRANSFERS OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00%
Dept: 405300 - MUSEUM BUILDING Total:	**13,050.00**	**21,375.50**	**92.20**	**15,491.00**	**5,884.50**	**72.47%**
Dept: 408000 - LIBRARY						
4020 - SUPPLIES & MATERIALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00%
4100 - CONTRACTUAL	3,850.00	3,850.00	0.00	3,495.02	354.98	90.78%
4200 - TRANSFERS OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00%
Dept: 408000 - LIBRARY Total:	**6,850.00**	**6,850.00**	**0.00**	**3,495.02**	**3,354.98**	**51.02%**
Dept: 409000 - SPECIAL PROJECT						
4150 - CAPITAL OUTLAY	60,000.00	60,000.00	2,775.90	2,775.90	57,224.10	4.63%
4200 - TRANSFERS OUT	416,553.00	416,553.00	0.00	0.00	416,553.00	0.00%
Dept: 409000 - SPECIAL PROJECT Total:	**476,553.00**	**476,553.00**	**2,775.90**	**2,775.90**	**473,777.10**	**0.58%**
Fund: 100 - GENERAL Surplus (Deficit):	**54,935.30**	**54,935.30**	**-39,478.49**	**991,491.68**	**936,556.38**	**1,804.84%**
Fund: 204 - LIBRARY						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	167,789.00	167,789.00	0.00	151,784.07	-16,004.93	90.46%
4200 - TRANSFERS OUT	168,160.00	168,160.00	0.00	151,784.07	16,375.93	90.26%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	**-371.00**	**-371.00**	**0.00**	**0.00**	**371.00**	**0.00%**
Fund: 204 - LIBRARY Surplus (Deficit):	**-371.00**	**-371.00**	**0.00**	**0.00**	**371.00**	**0.00%**
Fund: 206 - SPECIAL HIGHWAY						
Dept: 000000 - NON-DEPARTMENTALIZED						
3050 - INTERGOVERNMENTAL	99,880.00	99,880.00	19,803.77	72,297.59	-27,582.41	72.38%
3300 - USE OF MONEY & PROPERTY	200.00	200.00	48.46	217.33	17.33	108.67%
4150 - CAPITAL OUTLAY	175,000.00	175,000.00	0.00	137,976.23	37,023.77	78.84%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	**-74,920.00**	**-74,920.00**	**19,852.23**	**-65,461.31**	**9,458.69**	**87.37%**
Fund: 206 - SPECIAL HIGHWAY Surplus (Deficit):	**-74,920.00**	**-74,920.00**	**19,852.23**	**-65,461.31**	**9,458.69**	**87.37%**
Fund: 207 - DEPT ON AGING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3050 - INTERGOVERNMENTAL	35,000.00	35,000.00	2,181.06	20,443.17	-14,556.83	58.41%
4001 - PERSONNEL SERVICES	18,800.00	18,800.00	2,041.18	11,246.30	7,553.70	59.82%
4020 - SUPPLIES & MATERIALS	8,200.00	8,200.00	1,885.54	6,842.57	1,357.43	83.45%
4100 - CONTRACTUAL	7,412.00	7,412.00	588.66	4,531.92	2,880.08	61.14%
4150 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	0.00%

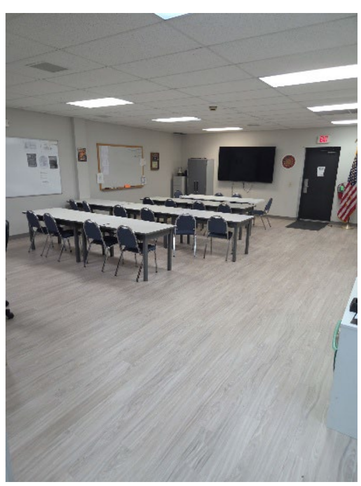
AcctClas…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
4200 - TRANSFERS OUT	630.00	630.00	0.00	0.00	630.00	0.00%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	**-642.00**	**-642.00**	**-2,334.32**	**-2,177.62**	**-1,535.62**	**339.19%**
Fund: 207 - DEPT ON AGING Surplus (Deficit):	**-642.00**	**-642.00**	**-2,334.32**	**-2,177.62**	**-1,535.62**	**339.19%**
Fund: 209 - SPECIAL PARKS						
Dept: 000000 - NON-DEPARTMENTALIZED						
3300 - USE OF MONEY & PROPERTY	0.00	0.00	12.82	110.43	110.43	0.00%
4150 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	**-5,000.00**	**-5,000.00**	**12.82**	**110.43**	**5,110.43**	**-2.21%**
Fund: 209 - SPECIAL PARKS Surplus (Deficit):	**-5,000.00**	**-5,000.00**	**12.82**	**110.43**	**5,110.43**	**-2.21%**
Fund: 401 - DEBT SERVICE						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	90,434.00	90,434.00	0.00	83,353.90	-7,080.10	92.17%
3020 - SPECIAL ASSESSMENT TAXES	306,864.04	306,864.04	0.00	221,792.31	-85,071.73	72.28%
3300 - USE OF MONEY & PROPERTY	800.00	800.00	946.54	4,672.43	3,872.43	584.05%
3350 - MISCELLANEOUS	86,000.00	86,000.00	7,166.67	50,166.69	-35,833.31	58.33%
4150 - CAPITAL OUTLAY	480,721.47	480,721.47	0.00	77,033.84	403,687.63	16.02%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	**3,376.57**	**3,376.57**	**8,113.21**	**282,951.49**	**279,574.92**	**8,379.85%**
Fund: 401 - DEBT SERVICE Surplus (Deficit):	**3,376.57**	**3,376.57**	**8,113.21**	**282,951.49**	**279,574.92**	**8,379.85%**
Fund: 501 - WATER OPERATING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3200 - CHARGES FOR SERVICES	477,000.00	477,000.00	40,584.58	316,825.97	-160,174.03	66.42%
3250 - FINES & FORFEITURES	100.00	100.00	0.00	0.00	-100.00	0.00%
3300 - USE OF MONEY & PROPERTY	500.00	500.00	563.73	3,446.37	2,946.37	689.27%
3350 - MISCELLANEOUS	0.00	0.00	52.81	624.80	624.80	0.00%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	**477,600.00**	**477,600.00**	**41,201.12**	**320,897.14**	**-156,702.86**	**67.19%**
Dept: 423000 - WATER - GEN. & ADM						
4001 - PERSONNEL SERVICES	117,755.00	117,755.00	14,317.25	75,227.06	42,527.94	63.88%
4020 - SUPPLIES & MATERIALS	51,950.00	51,950.00	1,757.60	33,644.77	18,305.23	64.76%
4100 - CONTRACTUAL	74,000.00	74,000.00	15,437.56	43,244.81	30,755.19	58.44%
4150 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	146.00	854.00	14.60%
4200 - TRANSFERS OUT	224,777.00	224,777.00	15,786.41	91,254.87	133,522.13	40.60%
Dept: 423000 - WATER - GEN. & ADM Total:	**469,482.00**	**469,482.00**	**47,298.82**	**243,517.51**	**225,964.49**	**51.87%**
Fund: 501 - WATER OPERATING Surplus (Deficit):	**8,118.00**	**8,118.00**	**-6,097.70**	**77,379.63**	**69,261.63**	**953.19%**
Fund: 550 - SEWER OPERATING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3200 - CHARGES FOR SERVICES	518,200.00	518,200.00	41,793.37	313,596.31	-204,603.69	60.52%
3300 - USE OF MONEY & PROPERTY	1,000.00	1,000.00	862.34	5,688.40	4,688.40	568.84%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	**519,200.00**	**519,200.00**	**42,655.71**	**319,284.71**	**-199,915.29**	**61.50%**
Dept: 433000 - SEWER - COMMERCIAL & ADM.						
4001 - PERSONNEL SERVICES	116,855.00	116,855.00	14,238.72	74,585.53	42,269.47	63.83%
4020 - SUPPLIES & MATERIALS	9,950.00	9,950.00	400.33	4,229.13	5,720.87	42.50%
4100 - CONTRACTUAL	55,300.00	55,300.00	5,338.60	16,997.85	38,302.15	30.74%
4150 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	0.00%
4200 - TRANSFERS OUT	328,777.00	328,777.00	22,953.08	141,421.56	187,355.44	43.01%
Dept: 433000 - SEWER - COMMERCIAL & ADM. Total:	**511,482.00**	**511,482.00**	**42,930.73**	**237,234.07**	**274,247.93**	**46.38%**
Fund: 550 - SEWER OPERATING Surplus (Deficit):	**7,718.00**	**7,718.00**	**-275.02**	**82,050.64**	**74,332.64**	**1,063.11%**
Report Surplus (Deficit):	**-6,785.13**	**-6,785.13**	**-20,207.27**	**1,366,344.94**	**1,373,130.07**	**20,137.34%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL	54,935.30	54,935.30	-39,478.49	991,491.68	936,556.38
204 - LIBRARY	-371.00	-371.00	0.00	0.00	371.00
206 - SPECIAL HIGHWAY	-74,920.00	-74,920.00	19,852.23	-65,461.31	9,458.69
207 - DEPT ON AGING	-642.00	-642.00	-2,334.32	-2,177.62	-1,535.62
209 - SPECIAL PARKS	-5,000.00	-5,000.00	12.82	110.43	5,110.43
401 - DEBT SERVICE	3,376.57	3,376.57	8,113.21	282,951.49	279,574.92
501 - WATER OPERATING	8,118.00	8,118.00	-6,097.70	77,379.63	69,261.63
550 - SEWER OPERATING	7,718.00	7,718.00	-275.02	82,050.64	74,332.64
Report Surplus (Deficit):	**-6,785.13**	**-6,785.13**	**-20,207.27**	**1,366,344.94**	**1,373,130.07**

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: August 6, 2026
Re: Fire Department Staff Report

- Clearwater Fire responded to **7** medical calls and **5** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **18** 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 **9** times.
- Personnel trained on hose line selection and operations at our last fire training on the 4th.
- Personnel trained on medical scenarios at our last medical training on the 6th.
- The department is providing medical standby for the Chisolm Trail Rodeo this weekend.
- New flooring for the station is completed. Thank you to Kenny Cowles for installing this for us.
- The department was awarded free DripDrop packets through the DripDrop Hydration Giveback Campaign. Thank you to DripDrop and the National Volunteer Fire Council (NVFC) for selecting our department.
- Chief Dinwiddie and CMO Patrick attended the SGCO Chief's quarterly meeting on the 6th.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: August 6, 2026

Re: Police Department Staff Report

Officers:

Officer Caden Lantz is still doing well at KLETC.

Sgt. Jacks is getting ready for the next school year.

Police Clerk:

SPV permits count is 122.

Building:

Water leak in the utility room and front lobby has been fixed.

Vehicles:

Regular maintenance.

Matters of interest since the last meeting on Police Activity:

We have had 57 dispatched/reported calls with 9 arrests and 16 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: August 11, 2026

Subject: Public Works Summary

1. A/C at fire fan motor replaced by Becker brothers
2. Sewer cleaning concluded on the 31st of July
3. Backhoe was transported back to Wichita Tractor to finish repairs
4. Toilets reinstalled at fire Station
5. Generators at park glen and big Wet wells both functioned at time of power pole down
6. 3 bottles of chlorine delivered to pool
7. Cleared trees along south side of 100 block of W Wood
8. Senior center electrical, internet, phone, and security wires and boxes moved for new electrical panel
9. Emptied trash cans at brain freeze
10. Pond Dye added to Chisholm ridge ponds
11. Samples collected and sent (Fluoride, Bacti, Sewer, & PFAS)
12. Fixed meter at elementary school
13. Leak at 200 E Janet construction crew ran over meter pit
14. Exploratory dig on the 200 block of N Byers
15. Crosswalks painted on roads that are not being resurfaced

Clearwater Senior Center

Staff Report

August 5, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

Summer Swim ends tonight and we will be celebrating with a quick pizza party at the end. This year brought a different group of people out to the pool that in years past. With it being a different group, I can see that next year, we could potentially have a good number of participants. Appointments and other obligations kept some of the "regulars" out this year and they are excited to get back next year.

Building updates – we will be closed on August 31st for electrical work. New editions are happening quickly, and the seniors love everything that is happening, even the added noises.

We continue to host educational events, along with fun activities and exercises daily. Nothing new or different to report currently.

Respectfully,

Amber Ives

Senior Center Coordinator

City of Clearwater
City Council Meeting
August 11, 2026

GO Bond Series 2026 – Park Glen Estates 2nd Addition

Context: On June 23, 2026, the Council adopted Resolution 09-2026 authorizing the sale of General Obligation bonds and ordinance 1130 levying special assessments for Park Glen Estates 2nd improvement district. Property owners were notified by mail with options to pay in whole or part to the City by July 22, 2026, their portion of the improvements on their property. The City Clerk did not receive any payments.

The next step in the process is to

1. Award the General Obligation bid.
2. **Adopt Ordinance 1134** – *AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026 OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.*
3. **Adopt Resolution 10-2026** – *A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026 OF THE CITY OF CLEARWATER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1134 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.*
4. **Authorize the Mayor and Clerk to execute the closing documents.**

Financial: The bond payment will be reimbursed through special assessments to the city annually.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Recommended Actions

1. Adopt Ordinance 1134
2. Adopt Resolution 10-2026
3. Authorize the Mayor and City Clerk to execute the closing documents.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON AUGUST 11, 2026**

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

Absent:

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

* * * * * * * * * * * * * *
(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Bonds, Series 2026, dated August 27, 2026, of the City had been received. A tabulation of said 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 Bonds, 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 Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Councilmember ___________. The motion was carried by the following vote of the Governing Body:

Yea: ____

Nay: ____

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilmember _____________ moved that the Ordinance be passed. The motion was seconded by Councilmember ___________. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the following vote of the Governing Body:

Yea: ____

Nay: ____

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [___], was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF CLEARWATER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [___] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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 following vote of the Governing Body:

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)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS

Dated: August 27, 2026	Sale Date: August 11, 2026
Series 2026	10:00 A.M.., Central Time
	Max Interest Rate: [______]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
08/04/2026

ORDINANCE NO. [___]

OF

THE CITY OF CLEARWATER, KANSAS

PASSED

AUGUST 11, 2026

GENERAL OBLIGATION BONDS
SERIES 2026

(PUBLISHED IN THE ***TIMES-SENTINEL*** ON AUGUST 20, 2026)

ORDINANCE NO. [___]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Clearwater, Kansas (the "City") is a city of the third class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Project Description	Res. No.	Authority (K.S.A.)	Amount
Street improvements	19-2023/21-2023	K.S.A. 12-6a01 *et seq*.	$1,203,281.66
Sanitary sewer improvements	20-2023	K.S.A. 12-6a01 *et seq*.	263,654.64
Water improvements	22-2023	K.S.A. 12-6a01 *et seq*.	263,063.70
Total:			***$1,730,000.00***

; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that, with Improvement costs to be paid by the City at large, and with owners of the property benefited by the Improvements have paid $0 in cash into the City Treasury on account of the Improvements, $1,725,000 remains to be paid for by the issuance of general obligation bonds; and

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

WHEREAS, the Issuer heretofore issued and has Outstanding its General Obligation Bonds, Series 2024 (the "Series 2024 Bonds") and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding a $[___] portion of the interest coming due on the Series 2024 Bonds on October 1, 2026 (the "Refunded Interest"); and

WHEREAS, in order to provide an orderly plan of finance for the Issuer, it has become desirable and in the best interest of the Issuer and its inhabitants to authorize the issuance and delivery of general obligation bonds to provide funds to refund the Refunded Interest; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $1,725,000* of its general obligation bonds, together with bid premium thereon, to pay costs of the Improvements and to refund the Refunded Interest; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance 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, K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*., and K.S.A. 10-427 *et seq*., all as amended and supplemented from time to time.

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

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Bonds, Series 2026, dated August 27, 2026, authorized by this Ordinance.

"City" means the City of Clearwater, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Governing Body" means the Governing Body of the City.

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

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Interest" means a $[___] portion of the interest due on the Series 2024 Bonds on October 1, 2026.

"Refunded Notes" means the Series 2023B Notes maturing in the year 2026, in the aggregate principal amount of $1,700,000.

"Series 2023B Notes" means the City's General Obligation Temporary Notes, Series 2023B, dated December 14, 2023.

"State" means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

“Treasurer” means the duly appointed and acting Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy, Assistant or Acting Treasurer of the City.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2026, of the City in the principal amount of $1,725,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes; and (d) refund the Refunded Interest.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements 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 City. The balance of the principal and interest on the Bonds is payable 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 City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

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

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make 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 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the Governing Body on August 11, 2026 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on August 11, 2026; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the ***Times-Sentinel*** on August ___, 2026.

DATED: August 11, 2026.

____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

(PUBLISHED IN THE ***TIMES-SENTINEL*** ON AUGUST [__], 2026)

SUMMARY OF ORDINANCE NO. [____]

On August 11, 2026, the governing body of the City of Clearwater, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2026 Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, 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 City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 129 E. Ross Ave., Clearwater, Kansas 67026. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.clearwaterks.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: August 11, 2026.

____

City Attorney

Gilmore & Bell, P.C.
08/04/2026

RESOLUTION NO. [____]

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

AUGUST 11, 2026

GENERAL OBLIGATION BONDS
SERIES 2026

601005.20097\BASICDOCS

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS

ARTICLE III REDEMPTION OF BONDS

ARTICLE IV SECURITY FOR BONDS

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

ARTICLE VI DEFAULT AND REMEDIES

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. [____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF CLEARWATER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [___] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the Governing Body of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $1,725,000* to pay costs of the Improvements.

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

ARTICLE I

DEFINITIONS

Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond 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, K.S.A. 10-620 *et seq*., K.S.A. 10-427 *et seq*., and K.S.A. 12-6a01 *et seq*., all as amended and supplemented from time to time.

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

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

"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.

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

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Bonds, Series 2026, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and 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 and any successor nominee of DTC.

"City" means the City of Clearwater, Kansas.

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

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

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural 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 Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, 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, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Bonds, Series 2026 created pursuant to ***Section 501*** hereof.

"Dated Date" means August 27, 2026.

"Debt Service Account" means the Debt Service Account for General Obligation Bonds, Series 2026 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the

Bonds 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 Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds 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 Bonds 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 Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) 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 Bonds 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 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 pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the Governing Body of the Issuer.

"Improvement Fund" means the Improvement Fund for General Obligation Bonds, Series 2026 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance 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 Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing April 1, 2027.

"Issue Date" means the date when the Issuer delivers the Bonds 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 Bond means the date on which the principal of such Bond 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.

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

(a) To the Issuer at:

129 E. Ross Ave., 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

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

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

(b) With respect to the Bond Registrar and Paying Agent, the Chief Financial Officer.

(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 Bonds.

"Ordinance" means Ordinance No. [___] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

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

"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 Bonds plus accrued interest to the date of delivery, [plus a premium of $__________], [less an underwriting discount of $_________].

"Purchaser" means [_________], [_________], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"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" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for General Obligation Bonds, Series 2026 created pursuant to ***Section 501*** hereof.

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

"Refunded Interest" means a $[___] portion of the interest due on the Series 2024 Bonds on October 1, 2026.

"Refunded Notes" means the Series 2023B Notes maturing in the year 2026, in the aggregate principal amount of $1,700,000.

"Refunded Notes Paying Agent" means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for the Refunded Notes.

"Refunded Notes Redemption Date" means September 1, 2026.

"Refunded Notes Resolution" means the resolution which authorized the Refunded Notes.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

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

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2024 Bonds" means the City's General Obligation Bonds, Series 2024, dated March 28, 2024.

"Series 2023B Notes" means the City's General Obligation Temporary Notes, Series 2023B, dated December 14, 2023.

"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" or "S&P" means S&P Global Ratings, a division of S&P Global 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 Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond 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.

[**"20__ Term Bonds"** means the Bonds scheduled to mature in the year 20__.]

[**"20__ Term Bonds"** means the Bonds scheduled to mature in the year 20__.]

[**"Term Bonds"** means collectively the 20__ Term Bonds, the 20__ Term Bonds, and the 20__ Term Bonds.]

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer 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 BONDS

Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $1,725,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes; and (d) refund the Refunded Interest.

Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Annual Rate of Interest		Stated Maturity October 1	Principal Amount	Annual Rate of Interest
2027	$55,000	[_______]%		2037	$85,000	[_______]%
2028	60,000	[_______]%		2038	90,000	[_______]%
2029	65,000	[_______]%		2039	90,000	[_______]%
2030	65,000	[_______]%		2040	95,000	[_______]%
2031	70,000	[_______]%		2041	100,000	[_______]%
2032	70,000	[_______]%		2042	105,000	[_______]%
2033	70,000	[_______]%		2043	110,000	[_______]%
2034	75,000	[_______]%		2044	115,000	[_______]%
2035	80,000	[_______]%		2045	120,000	[_______]%
2036	80,000	[_______]%		2046	125,000	[_______]%

[TERM BONDS

Stated Maturity October 1	Principal Amount	Annual Rate of Interest
		]

The Bonds 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 Bonds, 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.*

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

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

Every Paying Agent or Bond 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.

Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds 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 Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond 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 Bond 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 Bonds, by electronic transfer to such Owner upon written notice given to the Bond 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 Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond 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 Bond and the date of the proposed payment (which date shall be at least 30 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 therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond 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 Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

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

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

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

Bonds 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 Bond 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 Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. 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 Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond 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 Bond 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 Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond 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 Bond 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 Bond 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 Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds 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 Bonds in the manner herein specified, and to cause the Bonds 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 Bonds 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. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

The Bonds 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 Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond

Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent 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 Bond 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 Bond Resolution equally and ratably with all other Outstanding Bonds.

Cancellation and Destruction of Bonds Upon Payment. All Bonds 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 Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds 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 Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, 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 Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds 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 Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds 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 Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds 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 Bond

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 Bond. Upon the issuance of Replacement Bonds, 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 Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds 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 Bond Registrar receives written evidence satisfactory to the Bond 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 Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond 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 Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond 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 Bond, and such Bond 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.

Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds 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 and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds 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 Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Sale of the Bonds. The sale of the Bonds 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 Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1 in the years 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2033, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** (a) 20__ *Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Year
	*

*Final Maturity]

[(b) 20__ *Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Year

	*

*Final Maturity]

[(c) 20__ *Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	**Year**
	*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

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

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond 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 Bond 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 Bond to the Bond 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 Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond 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).

Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond 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 Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. 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 Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond 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 Bonds 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 Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond 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 Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds 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 Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds 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 Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond 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 Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds 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 Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

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

ARTICLE IV

SECURITY FOR BONDS

Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements 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 balance of the principal and interest on the Bonds is payable 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 hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, 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 transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds 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 BOND PROCEEDS AND OTHER MONEYS

Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Bonds, Series 2026.

(b) Redemption Fund for General Obligation Bonds, Series 2026.

(c) Debt Service Account for General Obligation Bonds, Series 2026 (within the Bond and Interest Fund).

(d) Costs of Issuance Account for General Obligation Bonds, Series 2026.

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

Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds 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) An amount necessary to pay the costs to refund the Refunded Interest shall be deposited in the Redemption Fund.

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

(e) Simultaneously with the issuance of the Bonds, the Issuer shall transfer unspent Refunded Note proceeds to the Improvement Fund to provide for payment of the Refunded Notes.

Application of Moneys in the Improvement Fund; Redemption of Refunded Notes. 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 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; (b) paying interest on the Bonds during construction of the Improvements; and (c) retiring the Refunded Notes.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements 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 Bond 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 Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

The Refunded Notes issued to temporarily finance the costs of the Improvements pending the issuance of the Bonds are hereby called for redemption and payment. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Notes Resolution authorizing the issuance of such Refunded Notes.

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 Bonds 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 in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section; and (3) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds 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 Bonds under State or federal law.

Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be utilized to refund the Refunded Interest on October 1, 2026. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes and refund the Refunded Interest shall be transferred to the Debt Service Account.

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 Bonds as and when the same become due and the usual and customary fees and expenses of the Bond 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 Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent 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 Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds 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 Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

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

Moneys held in any Fund or Account may be invested in accordance with this Bond 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.

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 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond 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 Bonds.

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 Bond 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 Bonds by this Bond 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 Bonds 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

Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond 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 Bonds 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 Bonds 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 Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, 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 Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. 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 Bonds, 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 Bonds, 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 Bond Resolution.

ARTICLE VIII

TAX COVENANTS

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 Bonds; 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 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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 Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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 Bonds, 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 shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds 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 Bond;

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

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

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

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond 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 Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond 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 Bonds or of this Bond 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 amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond 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 Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond 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 ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

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

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 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond 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 Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond 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 Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds 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 Bonds and that the pledgee is not the Issuer.

Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond 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.

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

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 Bond 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.

Severability. If any section or other part of this Bond 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 Bond Resolution.

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

Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Governing Body on August 11, 2026.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on August 11, 2026, as the same appears of record in my office.

DATED: August 11, 2026.

____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
(FORM OF BONDS)

REGISTERED **REGISTERED**
NUMBER __ **$**

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

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF CLEARWATER
GENERAL OBLIGATION BOND
SERIES 2026

Interest Rate:	**Maturity Date:**	**Dated Date: August 27, 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 the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2027 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond 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 Bond 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 Bonds by electronic transfer to such Owner upon written notice given to the Bond 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 Bonds 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 Bond Resolution.

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

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Bonds, Series 2026," aggregating the principal amount of $1,725,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds 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. 10-427 *et seq.,* K.S.A. 12-6a01 *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements 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 balance of the principal and interest on the Bonds is payable 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 hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, 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 Bonds by the Securities Depository's participants, beneficial ownership of the Bonds 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 Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (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 Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the

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

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

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

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

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

CITY OF CLEARWATER, KANSAS

(Facsimile Seal)

By: ____(facsimile)____
Mayor

ATTEST:

By: ____(facsimile)____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2026, of the City of Clearwater, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: August 27, 2026

Office of the State Treasurer,
Topeka, Kansas,
as Bond 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 Bonds:

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

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

____
(Name and Address)

____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $___________, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint ____________________ as agent to transfer said Bond on the books of said Bond 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 Bond has been duly registered in my office according to law as of August 27, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (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 Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on August 27, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Treasurer of the State of Kansas

Gilmore & Bell, P.C.
08/04/2026

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$1,725,000*

CITY OF CLEARWATER, KANSAS

GENERAL OBLIGATION BONDS
SERIES 2026

DATED AUGUST 27, 2026

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

601005.20097\CLOSEDOCS

$1,725,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026
DATED AUGUST 27, 2026

CLOSING LIST

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

1. City of Clearwater, Kansas (the "Issuer")
2. Jennifer Hill, 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, Wichita, Kansas (the "Financial Advisor")
7. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Park Glen Estates 2nd Addition – Street Improvements**
   · Project estimate
   · Map of Improvement District
   · Petition
   · Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution Nos. 19-2023 and 21-2023
   · Resolution Nos. 19-2023 and 21-2023 authorizing street improvements (recorded)
   · Affidavit of Publication of Resolution Nos. 19-2023 and 21-2023

2. **Park Glen Estates 2nd Addition – Sanitary Sewer Improvements**
   · Project estimate
   · Map of Improvement District
   · Petition
   · Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 20-2023
   · Resolution No. 20-2023 authorizing sanitary sewer improvements (recorded)
   · Affidavit of Publication of Resolution No. 20-2023

3. **Park Glen Estates 2nd Addition – Water Distribution Improvements**
   - ·Project estimate
   - ·Map of Improvement District
   - ·Petition
   - ·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 22-2023
   - ·Resolution No. 22-2023 authorizing water distribution improvements (recorded)
   - ·Affidavit of Publication of Resolution No. 22-2023

SPECIAL ASSESSMENT PROCEEDINGS

4. Excerpt of Minutes of the governing body meeting accepting the following documents:
   - ·Statement of Final Costs
   - ·Assessment Roll Certification
   - ·Notice of Public Hearing
   - ·Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

5. Affidavit of Publication – Notice of Public Hearing

6. Certificate of Mailing – Notice of Public Hearing

7. Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 1130

8. Ordinance No. 1130 levying special assessments

9. Affidavit of Publication of Ordinance No. 1130

10. Certificate of Mailing – Notice of Assessment

11. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

12. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 9-2026

13. Resolution No. 9-2026 authorizing the offering for sale of the Bonds

14. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

15. Official Statement

16. Continuing Disclosure Undertaking

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

18. Ordinance No. [___] authorizing the issuance of the Bonds

19. Summary of Ordinance No. [___] and Affidavit of publication thereof

20. Resolution No. [____] prescribing the form and details of the Bonds

21. Refunded Notes Redemption Documents
    - Calls for Redemption
    - Notices of Call for Redemption
    - Paying Agent's Certifications
    - Event Notices Pursuant to SEC Rule 15c2-12(b)(5)(C)

CLOSING DOCUMENTS

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

23. Uniform Facsimile of Signature Certificates

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

25. Specimen Bond and Printer's Certificate

26. Agreement Between Issuer and Agent

27. DTC Blanket Letter of Representations

28. Closing Certificate

29. 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
    Exhibit E – Sample Annual Compliance Checklist
    Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

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

31. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

* * * * *

Gilmore & Bell, P.C.
08/04/2026

TRANSCRIPT CERTIFICATE

$1,725,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026
DATED AUGUST 27, 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 bonds (the "Bonds"); and do hereby certify as of August 11, 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 Bond Resolution authorizing the Bonds.

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 Bonds 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:

Series 2026		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2028
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2028
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

Series 2023B		
Name	**Title**	**Term of Office**
Burt Ussery	Mayor	04/2015 to 01/2024
	Councilmember	04/2013 to 04/2015
Justin Shore	President/Councilmember	01/2020 to 01/2024
Crystal Walter	Councilmember	01/2021 to 01/2026
Tim Robben	Councilmember	01/2022 to 01/2026
Chad Pike	Councilmember	01/2020 to 01/2024
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2024
Jaye Poe	Clerk	N/A

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. 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 Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond 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 bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 et seq., as amended, Ordinance No. [___] and Resolution No. [____] of the Issuer duly adopted by the Governing Body of the Issuer on August 11, 2026 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying costs of certain street, water and sanitary sewer improvements (the "Improvements").

(b) retiring on September 1, 2026 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Outstanding Amount***	***Redemption Amount***
General Obligation Temporary Notes	2023B	12/14/2023	10/01/2026	$1,700,000	$1,700,000

(c) refunding, pursuant to K.S.A. 10-427 *et seq*., a $[___] portion of the October 1, 2026 interest amount due on the Issuer's General Obligation Bonds, Series 2024 (the "Refunded Interest").

The total principal amount of the Bonds issued to finance the Improvements does not exceed the cost of the Improvements and the total principal amount of the Bonds issued to refund the Refunded Interest does not exceed the aggregate amounts prescribed in K.S.A. 10-427, as amended. 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 Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, 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 2026 is as follows:

Equalized Assessed Valuation of Taxable Tangible Property	$29,314,635
Tangible Valuation of Motor Vehicles (2025)	3,473,906
Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations	$32,788,541

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 Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, 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 Bonds.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2026, Dated August 27, 2026, of the City of Clearwater, Kansas

Sources of Funds:	
Principal Amount of the Bonds	$1,725,000*.00
Unspent Refunded Note Proceeds	85,768.34
[Original Issue Premium]	
[Original Issue Discount]	
Total	
Uses of Funds:	
Deposit to Improvement Fund – Refunded Notes	
Deposit to Improvement Fund – Capitalized Interest	
Deposit to Redemption Fund – Refunded 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 August 27, 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%)
General Obligation Bonds[1]	2026	08/27/2026	10/01/2046	1,725,000*	1,725,000*	525,263 (30.45%)
Totals					***$5,620,000***	***$2,457,625***

[1] This issue

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[2]	2023B	12/14/2023	10/01/2026	1,700,000	0	0 (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	2026A	05/28/2026	10/01/2029	600,000	600,000	0 (0%)
Totals					***$8,190,000***	***$6,872,831***

[2] Excludes Refunded Notes to be refunded from the proceeds of the Series 2026 Bonds.

AGREEMENT BETWEEN ISSUER AND AGENT

$1,725,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026
DATED AUGUST 27, 2026

THIS AGREEMENT, dated as of August 27, 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 bonds (the "Securities"), and the Issuer wishes the Agent to act as its Paying Agent, Bond 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, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond 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.

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

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $2,156.25, based on a percentage of the aggregate principal amount of the Securities as follows:

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

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond 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 or Ordinance of the Issuer (the "Bond 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 Bond 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.

[***Mandatory Redemption***. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as ***Appendix I***.]

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 Bond 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 Bond Resolution authorizing the issuance of the Securities.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, KANSAS

By ______________________________
Mayor

(SEAL)

ATTEST:

By ______________________________
Clerk

OFFICE OF THE TREASURER OF THE STATE OF KANSAS

(SEAL)

By ______________________________
Chief Financial Officer

ATTACHMENT "A"

SAMPLE

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

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

[APPENDIX I

NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026, DATED AUGUST 27, 2026

Notice is hereby given that pursuant to the provisions of ***Article III*** of Resolution No. [_____] (the "Bond Resolution") of the City of Clearwater, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature in [20__][20__][20__][20__] (the "Called Bonds"), have been called for mandatory redemption and payment on October 1, 20[___] (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas (the "Bond Registrar and Paying Agent").

[Nos.]	Maturity Date (October 1)	Principal Amount	Interest Rate	CUSIP Number

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than $5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF CLEARWATER, KANSAS

By ____________________________________
Treasurer of the State of Kansas,
Topeka, Kansas]

Gilmore & Bell, P.C.
08/04/2026

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

**$1,725,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026
DATED AUGUST 27, 2026**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on August 27, 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 Bonds, 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 Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: 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 Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds 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 Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, KANSAS

Dated: August 11, 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: ____________________________

Gilmore & Bell, P.C.
08/04/2026

CLOSING CERTIFICATE

$1,725,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026
DATED AUGUST 27, 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 bonds (the "Bonds"); and certify as of August 27, 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 Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, 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 August 11, 2026 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds 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. 12-6a01 *et seq.,* as amended, Ordinance No. [___] and Resolution No. [____] of the Issuer duly adopted by the Governing Body of the Issuer on August 11, 2026 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying costs of certain street, water and sanitary sewer improvements (the "Improvements").

(b) retiring on September 1, 2026 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Outstanding Amount***	***Redemption Amount***
General Obligation Temporary Notes	2023B	12/14/2023	10/01/2026	$1,700,000	$1,700,000

(c) refunding, pursuant to K.S.A. 10-427 *et seq*., a $[___] portion of the October 1, 2026 interest amount due on the Issuer's General Obligation Bonds, Series 2024 (the "Refunded Interest").

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements 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, with the balance payable, 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 Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated June 23, 2026 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond 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 Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” “Ratings,” “Legal Matters,” “Tax Matters,” and ***Appendices B***, ***C*** and ***D***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS our signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

[FORM OF BOND COUNSEL OPINION]

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

[August 27, 2026]

Governing Body [________]
City of Clearwater, Kansas [________]

Re: $1,725,000* General Obligation Bonds, Series 2026, of the City of Clearwater, Kansas, Dated August 27, 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 bonds (the "Bonds"). 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 prescribing the details of the Bonds.

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 Bonds have been duly authorized and executed by the Issuer and are valid and binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements 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 balance of the principal and interest on the Bonds is payable 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 Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds (including any original issue discount properly allocable to an owner of a Bond) 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 Bonds 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 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds 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 Bonds.

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

The rights of the owners of the Bonds and the enforceability of the Bonds 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 Bonds, or the tax consequences arising with respect to the Bonds 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.

Gilmore & Bell, P.C.
07/27/2026

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF AUGUST 27, 2026

BY

CITY OF CLEARWATER, KANSAS

$1,725,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2026
DATED AUGUST 27, 2026

601005.20097\CDU

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of August 27, 2026 (the "Continuing Disclosure Undertaking"), is executed and delivered by **THE CITY OF CLEARWATER, KANSAS** (the "Issuer").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2026 (the "Bonds"), pursuant to an Ordinance and Resolution adopted by the governing body of the Issuer (collectively the "Bond Resolution").

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

The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the November 1 immediately following the end of the Issuer's Fiscal Year, commencing with the year ending December 31, 2026, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

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

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

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

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

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

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

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

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

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

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

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

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

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF CLEARWATER, KANSAS

(SEAL)

____
Mayor

____
Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

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

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

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

City of Clearwater
City Council Meeting
August 11, 2026

City Park Ballfield Agreement

Context: At the last City Council meeting, the Council discussed the proposed division of responsibilities for the City Park Ball Field and agreed with the general terms presented. Staff have prepared a formal agreement for the Council's review and approval before presenting it to the Chisholm Trail Recreation Commission.

The agreement applies only to the City Park Ball Field. The Recreation Commission would control scheduling and use of the field and retain rental fees and other income generated through its use. The Recreation Commission would be fully responsible for the dirt and playing surface, grass and turf areas, irrigation system, temporary fencing, electric costs, and fence-line maintenance.

The City would remain responsible for maintaining and repairing the permanent chain-link fence and stadium lights. Any improvement or update requiring City funding, labor, equipment, materials, or future responsibility would require prior approval by the City Council. The agreement would remain in effect until terminated by either party with 60 days' written notice.

Financial: The Recreation Commission would be responsible for the operating and maintenance costs assigned to it under the agreement, including all electric costs. The City would remain responsible for maintenance and necessary repairs to the permanent chain-link fence and stadium lights. No other City-funded improvement or update may be completed without prior City Council approval. Rental fees and other income generated through Recreation Commission use of the field would be retained by the Recreation Commission.

Legal Considerations: Review and comment on the proposed City Park Ball Field Agreement as necessary.

Recommendations/Actions: Approve the proposed City Park Ball Field Agreement for presentation to the Chisholm Trail Recreation Commission and authorize the Mayor to sign the agreement upon approval by the Recreation Commission.

CITY PARK BALL FIELD AGREEMENT

City of Clearwater and Chisholm Trail Recreation Commission

This Agreement is entered into by and between the City of Clearwater, Kansas ("City"), and the Chisholm Trail Recreation Commission ("Recreation Commission"). The purpose of this Agreement is to establish the responsibilities of each party for the use, maintenance, and improvement of the City Park Ball Field.

1. Ball Field

This Agreement applies only to the ball field located in Clearwater City Park, including the playing surface, grass areas associated with the field, irrigation system, temporary fencing, permanent chain-link fencing, and related electrical service (collectively, the "Ball Field"). No other City park or recreational facility is included in this Agreement.

2. Use of the Ball Field

The Recreation Commission will determine how the Ball Field will be used and will be responsible for scheduling practices, games, tournaments, rentals, and other recreational activities at the Ball Field. Use of the Ball Field must comply with applicable laws and City ordinances.

3. Rental Fees and Other Income

The Recreation Commission may establish and collect rental fees for use of the Ball Field. All rental fees and other income generated from Recreation Commission use of the Ball Field will be retained by the Recreation Commission and may be used for Recreation Commission purposes, including the operation, maintenance, and improvement of the Ball Field.

4. Recreation Commission Responsibilities

The Recreation Commission will be fully responsible for the following, including all related labor, materials, equipment, maintenance, repair, replacement, and costs:

- The dirt and playing surface, including field preparation and upkeep;
- The grass and turf areas associated with the Ball Field, including mowing and general turf care;
- The irrigation system serving the Ball Field;
- Any temporary fencing used at the Ball Field;
- All electric costs associated with the Ball Field; and
- Fence-line maintenance, including trimming, spraying, weed control, and keeping the fence line clear.

The Recreation Commission will maintain these areas and systems in a condition suitable for the activities it schedules and will notify the City of any significant safety concern or damage affecting the Ball Field.

5. City Responsibilities

The City will be responsible for maintaining and making necessary repairs to the permanent chain-link fence surrounding the Ball Field and the stadium lights. The Recreation Commission will notify the City when chain-link fence or stadium light maintenance or repairs are needed.

The City's responsibility for the chain-link fence does not include temporary fencing or routine fence-line maintenance, which remain the responsibility of the Recreation Commission under Section 4. The City's responsibility for the stadium lights does not include the cost of electricity, which remains the responsibility of the Recreation Commission.

6. Improvements and Updates

The Recreation Commission may propose improvements or updates to the Ball Field. No improvement or update that would require City funding, labor, equipment, materials, or future City responsibility may be undertaken unless it is first presented to and approved by the Clearwater City Council.

Unless otherwise approved by the City Council in writing, the City will not be responsible for the cost of improvements, updates, additions, or upgrades to the Ball Field. Any permanent improvement placed on City property will become the property of the City.

7. Insurance and Responsibility for Activities

The Recreation Commission will maintain liability insurance covering its programs, rentals, and activities at the Ball Field and will provide proof of coverage to the City upon request. To the extent permitted by Kansas law, the Recreation Commission will be responsible for claims or damage arising from its activities or from persons or groups using the Ball Field through the Recreation Commission.

Nothing in this Agreement waives any immunity or protection available to either party under the Kansas Tort Claims Act or other applicable law.

8. Term and Termination

This Agreement will begin on the date it is signed by both parties and will remain in effect until terminated. Either party may terminate the Agreement by providing sixty (60) days' written notice to the other party. The parties may amend this Agreement at any time by mutual written agreement approved by both parties.

9. Entire Agreement

This Agreement contains the full understanding of the parties concerning the City Park Ball Field and replaces prior agreements concerning that field to the extent they conflict with this Agreement. Kansas law will govern this Agreement.

SIGNATURES

The parties have approved and executed this Agreement through their authorized representatives.

CITY OF CLEARWATER, KANSAS	**CHISHOLM TRAIL RECREATION COMMISSION**
By: ______________________________	By: ______________________________
Mayor	Chairperson
Date: ____________________________	Date: ____________________________
ATTEST:	ATTEST:
________________________________	________________________________
City Clerk	Secretary

City of Clearwater
City Council Meeting
August 11, 2026

Reflection Mobile Bar - Clearwater Fall Festival Temporary Alcohol Permit

---

Context: Clearwater Fall Festival will be hosting their annual Fall Festival at City Park. They will be having a beer garden on Friday October 16^{th} from 5pm-10pm and October 17^{th} from 11:00 AM to 11:00 PM.

They are requesting the Council to consider the temporary alcohol permit for Reflection Mobile Bar Service to cater for the event at the Aquatic Center Parking lot. It is close to the stage where live bands will be performing. The festival would put up a double-layer snow fence around the proposed area. They will provide parents of youth sports organization to check ID's and help keep the drinks restricted to inside the beer garden area.

Reflection Mobile Bar Service is licensed with ABC. Their privileges allow the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643.

The Clearwater City Code 3-104 states council can grant a temporary permit to allow alcoholic liquor on city property as long as an alcoholic liquor license has been obtained from the state.

Financial: The temporary alcohol permit will be $25.00.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the temporary permit for the Clearwater Fall Festival.

CITY OF CLEARWATER, KANSAS
TEMPORARY PERMIT
FOR THE DRINKING OR CONSUMPTION OF ALCOHOLIC BEVERAGE ON CITY PROPERTY

Requester:	Valeen Palmer
Requester Group or Organization (if any):	Reflection Mobile Bar Service
Requester or Group Address:	220 N. Salt Creek Ct. Clearwater, KS 67026
Permit Date(s) and Hours:	Friday Oct. 16 5-10PM Saturday Oct. 17 11Am-11PM

Type of Beverage (check all that apply):	☒ Beer	☒ Spirits	☒ Wine

Service:	☐ Self Service	☒ Sales	☐ Other:

Description and Address of the Exact Area of the Clearwater City Property exempted by this Permit (Include a map with the area outlined):
We will be on the west end of the pool parking lot at `154 N. 4th Clearwater, KS 67026.

Additional Services Required (City Code 4-119(c)(5)):		
☐ Police	☐ Fire	☒ Other
Description: We will have parents of a local youth sports organization that will be at the gate checking ID's and helping keep drinks restricted to the beer garden.		

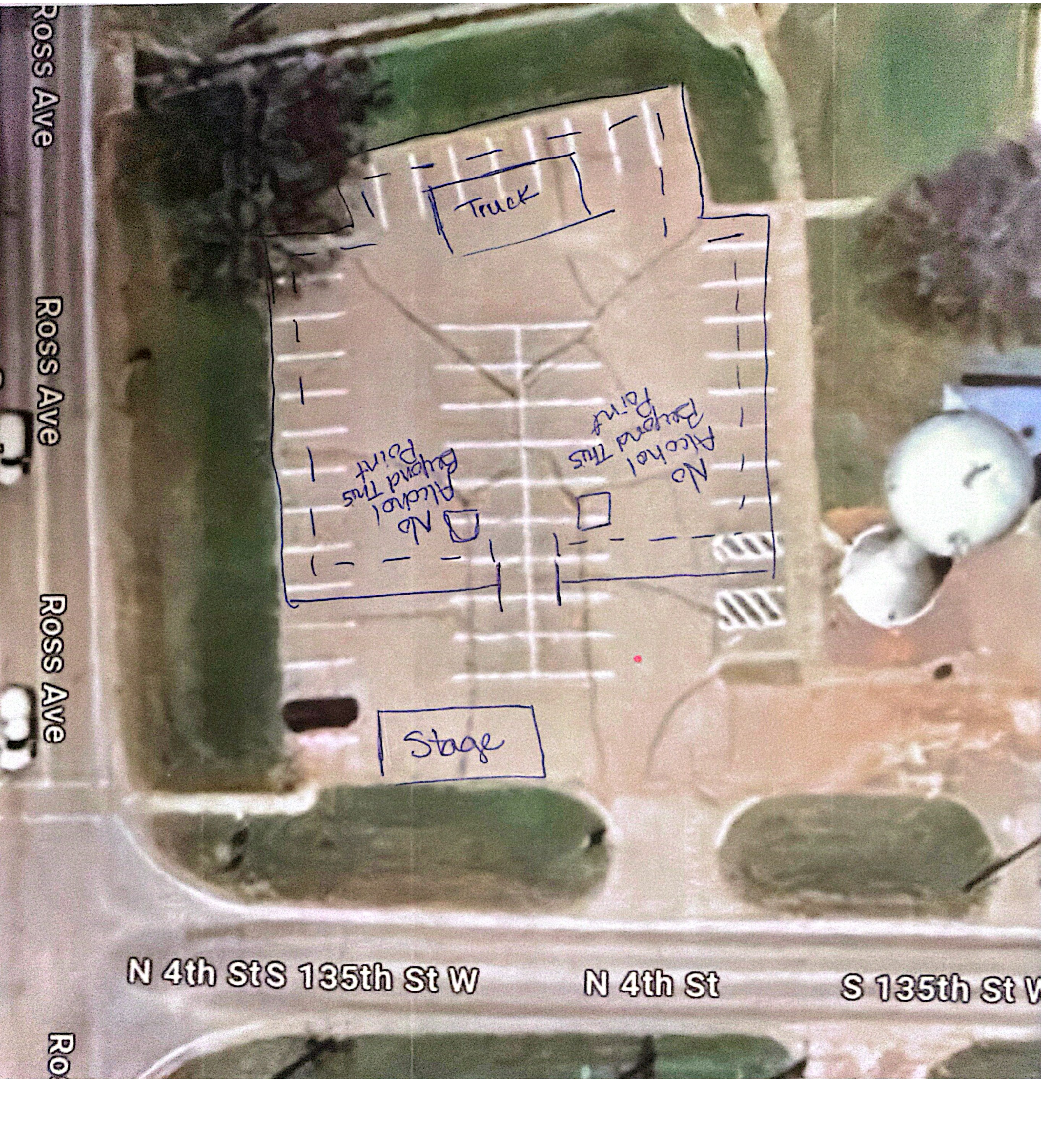
ISSUED this _____ day of ___________, 20__.

SEAL

Burt Ussery, Mayor

ATTEST:

Jaye Poe, City Clerk


Ross Ave
Ross Ave
Ross Ave
Truck
No Alcohol Beyond This Point
No Alcohol Beyond This Point
Stage
N 4th St
S 135th St W
N 4th St
S 135th St

Kansas Alcoholic Beverage Control Division
Liquor License

Caterer

OWNER NAME: **SVP Inc**
DBA: **Reflection Mobile Bar Service**
ADDRESS: **220 N Salt Creek Court**
Clearwater, KS 67026
Sedgwick

LICENSE NO: 16512

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on unlicensed premises for limited durations at catered events and other activities as authorized by K.S.A. 41-2643.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

EFFECTIVE: 10/27/2025 **EXPIRES: 10/26/2027**

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:
- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at http://www.ksrevenue.gov/abccontact.html

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:
- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at https://www.ksrevenue.gov/pdf/abc824.pdf

Kansas Department of Agriculture, Food Safety and Lodging, 1320 Research Park Drive, Manhattan, KS 66502 (785)564-6733

----- ATTENTION -----

This is a two-part document:
The bottom portion of this document is your OFFICIAL AUTHORIZATION from Kansas Department of Agriculture. Your license MUST be displayed in a conspicuous location at your place of business.

REFLECTION MOBILE BAR SERVICE (MU 10887)
220 N SALT CREEK CT
Clearwater, KS 67026

Please Display License Below

Kansas Department of Agriculture, Manhattan, Kansas
certifies

REFLECTION MOBILE BAR SERVICE (MU 10887)

Mobile Unit Number: 10887

License Number : 40053 - Food Establishment
220 N SALT CREEK CT
Clearwater, KS 67026

Owned by: SVP INC
has met the requirements for
Licensing Under the Kansas Food, Drug and Cosmetic Act, KSA 65-619 et. seq.
and is hereby granted
Authority to operate as a Food Establishment

Under Business Registration Number: **40053**

Size:

Effective and Expiration Dates:
03-31-2026 03-31-2027

Mike Beam
Secretary of Agriculture

NOTICE: THIS LICENSE IS NOT TRANSFERABLE
Kansas Department of Agriculture, Food Safety and Lodging, 1320 Research Park Drive, Manhattan, KS 66502 (785)564-6733 agriculture.ks.gov

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2026

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 have ADDITIONAL INSURED provisions or 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	
Wolf Financial Inc. 10100 W. Maple St Wichita KS 67209	CONTACT NAME: Justin Wolf PHONE (A/C, No, Ext): (316) 804-9585 FAX (A/C, No): E-MAIL ADDRESS: justin@wolffinancial.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED FNCL CAS CO	11770
INSURER B : Mount Vernon Fire Ins Co	26522
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Svp Inc
220 N Salt Creek Ct
Clearwater KS 67026

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; X SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			974451478	10/23/2025	10/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Liquor Liability			LQ 2012271	06/06/2026	06/06/2027		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Clearwater Fall Festival 129 E Ross Clearwater KS 67026	**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 Justin Wolf

City of Clearwater
City Council Meeting
August 11, 2026

Certified Engineering Design, P.A. - Engineering Services for Sidewalks

---

Context: Certified Engineering Design, P.A., CED, is City of Clearwater engineer. They have been asked to create design and plans for a sidewalk along Ross ave from 4^{th} to Chisholm Ridge ponds, around Chisholm Ridge ponds, and a sidewalk on Janet from 4^{th} to Indian Lakes Dr.

CED and Staff realized that we have not formalized the work with the standard contract for services.

Financial: Initial cost for design and survey is $65,732 and if the project is approved through the bid process there will be staking, administration, and inspection fees not to exceed $69,732

Legal Considerations: Review and comment as necessary.

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

CERTIFIED ENGINEERING DESIGN, P.A.
1935 WEST MAPLE
WICHITA, KS 67213
(316)262-8808

PRELIMINARY ENGINEER'S
OPINION OF PROBABLE COST
(FOR INFORMATION ONLY)

Friday, May 15, 2026

Type of Work: Clearwater 6' Sidewalk (Chisholm Ridge Ponds, 4th to Chisholm Ridge North of Ross, and 4th to Indian Lakes South of Janet)

Location: Clearwater, KS

Bidding Item	Quantity	Unit	Unit Price	Total Amount
BASE BID				
Site Clearing & Restoration	1	LS	$22,000.00	$ 22,000.00
Mobilization	1	LS	$18,000.00	$ 18,000.00
Contractor Construction Staking	1	LS	$8,000.00	$ 8,000.00
Pavement Markings	1	LS	$7,500.00	$ 7,500.00
Traffic Control	1	LS	$10,000.00	$ 10,000.00
Site Signage	1	LS	$5,000.00	$ 5,000.00
Solar Crossing	4	Each	$7,000.00	$ 28,000.00
Concrete Pavement Removal	45	SY	$30.00	$ 1,350.00
Asphalt Pavement Removal	1,780	SY	$10.00	$ 17,800.00
Common Excavation	2,000	CY	$5.00	$ 10,000.00
Compacted Fill (95%, ASTM D-698)	2,500	CY	$4.00	$ 10,000.00
Fence Removal	15	LF	$135.00	$ 2,025.00
6" P.C.C. Pavement (Reinforced)	160	SY	$75.00	$ 12,000.00
6" A.C. Pavement (2" SC-1, 0% RAP on 4" BC-1, 35% RAP)	40	SY	$31.00	$ 1,240.00
6" Reinforced Crushed Rock Base	200	SY	$13.50	$ 2,700.00
6" Concrete Sidewalk (Reinforced)	525	SF	$12.00	$ 6,300.00
4" Concrete Sidewalk (Non-Reinforced)	25,530	SF	$6.00	$ 153,180.00
6" Monolithic Curb	75	LF	$10.00	$ 750.00
Standalone Curb	270	LF	$10.00	$ 2,700.00
Turn Down Curb	235	LF	$15.00	$ 3,525.00
6' Full Ht. Curb and Gutter - Type 1	70	LF	$15.00	$ 1,050.00
6' Wide Flume	45	LF	$50.00	$ 2,250.00
4' Retaining Wall	60	LF	$325.00	$ 19,500.00
Accessible Ramp with Detectable Warnings	4	Each	$1,150.00	$ 4,600.00
Handrail	170	LF	$155.00	$ 26,350.00
Pipe Crossing	3	Each	$4,000.00	$ 12,000.00
49"x32" H.E. RCP	20	LF	$175.00	$ 3,500.00
24" RCP	136	LF	$110.00	$ 14,960.00
End Sections	4	Each	$4,000.00	$ 16,000.00
48" x 31" RCBC	40	LF	$400.00	$ 16,000.00
RCBC End Section	2	Each	$7,000.00	$ 14,000.00
Seeding	1	LS	$15,000.00	$ 15,000.00
Construction Entrance With Washout	1	Each	$1,250.00	$ 1,250.00
Std. Silt Fence	2,750	LF	$3.00	$ 8,250.00
Culvert Inlet Protection	9	Each	$150.00	$ 1,350.00
Inlet Protection	2	Each	$150.00	$ 300.00
FH Relocation	2	Each	$5,500.00	$ 11,000.00
Utility Relocation	1	LS	$25,000.00	$ 25,000.00
			Subtotal	$ 514,430.00

Construction Cost	$514,430.00
Contingency(10%)	$51,443.00
Design Engineering (12%)	$61,731.60
Construction Inspection(12%)	$61,731.60
Temporary Notes, Fiscal, Legal, City Administration(5%)	$25,721.50
Total Project Estimate	**$715,057.70**

Note: This excludes any right-of-way acquisition costs.

SIDEWALK IMPROVEMENTS
CITY OF CLEARWATER
SEDGWICK COUNTY, KANSAS

DRAWINGS PREPARED BY:

CERTIFIED ENGINEERING DESIGN, P.A.
CED
1935 WEST MAPLE STREET
WICHITA, KANSAS 67213
PH: (316) 262-8808
FAX: (316) 262-1669

SHEET 1
TOTAL 1

FILE LOCATION:C:\Users\User2\OneDrive — CED\2026\20263589\DWG\Sidewalk Exhibit.dwg TAB NAME:Paper USER:User2 SAVED:5/26/2026 1:00 PM PLOTTED:5/26/2026 1:00 PM

CONTRACT

FOR

ENGINEERING SERVICES

BETWEEN

THE CITY OF CLEARWATER, KANSAS

AND

CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311

SIDEWALK IMPROVEMENTS ALONG ROSS AVE AND JANET AVE

THIS CONTRACT, made this ___ day of _________, 2026, by and between THE CITY OF CLEARWATER, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to construct sidewalk improvements for the North side of Ross Avenue between 4th Street and Yvonne Dr and the South side of Janet Avenue between 4th Street and Indian Lakes Dr, in Clearwater, Sedgwick County, Kansas.

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

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for the development of plans, supplemental specifications and the estimates of quantities of work for the PROJECT.

A.. PLAN DEVELOPMENT

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.

2. Soils and Foundation Investigations. The CITY may authorize the CONSULTANT to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be non-engineering costs of the PROJECT, not included in this contract.

3. Prepare engineering plans, plan quantities and supplemental specifications as required Field Surveys.

4. Identify all known potential utility conflicts and present recommended solutions to such conflicts and, when authorized by the CITY, provide prints of plans to each utility identifying the problem locations. CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.

B. CONSTRUCTION PHASE SERVICES

1. Transmit directions to the Contractor and provide guidance in the proper interpretation of the Contract Documents through consultation with the CITY.

2. Perform measurements and surveys that are required for documentation of work performed and for determination of Contractor’s final pay quantities.

3. Provide adequate on-site inspection of the work, such services

to be provided by experienced and qualified personnel who shall be responsible for observing the progress and quality of the executed work and determining that the work is proceeding in accordance with the Contract Documents.

4. Take field samples and/or test materials to be incorporated in the work, and reject or advise rejection of those not meeting the provisions of the Contract Documents.

5. Receive and review all test report records or certificates of compliance for materials tested off the Project site prior to the incorporation in the work.

6. Keep and maintain such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.

7. Measure and compute all materials identified in the bid items incorporated in the work and applicable pay items of work completed, and maintain an item account record.

8. Provide and submit CITY such periodic, intermediate and final reports and records as may be required by the CITY and as are applicable to the PROJECT.

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

II. <u>IN ADDITION, THE CONSULTANT AGREES:</u>

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

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

C. To furnish the CITY plans for the PROJECT that have been approved and accepted by all necessary and applicable state and federal agencies.

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

E. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for the PROJECT, all of such documents to become the property of the CITY.

CITY acknowledges the Consultant's construction documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of CITY upon completion of the work and payment in full of all monies due to the CONSULTANT. CITY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT and their respective officers, employees, agents and representatives, from any claim, damage, liability or cost (including reasonable attorney fees), caused by arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by CITY or any person or entity that acquires or obtains the plans and specification from or through CITY without the written authorization of the Subconsultant

F. To submit to the CITY an Engineer's estimate of the quantities of work units for the PROJECT incorporating all items of work included in the plans.

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

H. To submit a single and final billing to the CITY for the engineering design services upon completion of the design work and progress billings for construction phase services.

I. To complete and deliver plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below:

> EXCEPT that the CONSULTANT shall not be responsible or held liable for the time required for reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

Plans, specifications and estimates to be commenced upon receiving a Notice to Proceed.

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

Workers' Compensation - Statutory

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

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

III. <u>THE CITY AGREES:</u>

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

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

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

IV. PAYMENT PROVISIONS

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

Sidewalk Improvements(Not-to-Exceed Fees)		
Survey	$	4,000
Design & Preparation of Sidewalk Improvement Plans	$	61,732
Construction Staking for Streets	$	8,000
Construction Administration and Inspection Street Improvements	$	61,732
Total Project Summary (Not-to-Exceed Fee)	**$**	**135,464**

B. Reimburse the CONSULTANT for Utility Permit Agreement fees and permit review fees.

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

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

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

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

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

CERTIFIED ENGINEERING DESIGN, P.A.

____
Logan J. Mills, PE, PS

CITY OF CLEARWATER, KANSAS

____
Burt Ussery, Mayor

ATTEST:

____
Jaye Poe, City Clerk

City of Clearwater
City Council Meeting
August 11, 2026

Illinois Township Fire Agreement

Context: The City of Clearwater has been offering fire protection services to the norther half Illinois Township in Sumner County for many years. The agreements have been for a term of 5 years and the last one adopted was from 2009 which technically expired in 2013.

The city has continued to offer fire and medical aid and the township has continued to pay for those services. The prior agreement was for 6 mills of their valuation. I spoke with many departments in Sumner County trying to figure out what the valuation was for the norther half but they were unable to provide a breakout of just a portion of a township.

Illinois Township has a contract with Conway Springs and they charge a flat fee for fire protection services.

It is staff proposal to set a flat fee equivalent to what we have been receiving instead of asking for a mill levy since the county is unable to calculate it.

If approved this agreement will be sent to the Township board.

Financial: Set the flat fee for one year at $3,700. Term will be for one year and renew for successive on-year terms unless either party provides written notice.

Legal Considerations: Review and comment on the proposed Fire Protection and Emergency Response Services Agreement as necessary.

Recommendation/Action: Authorize the Mayor to execute the proposed Fire Protection and Emergency Response Services Agreement with Illinois Township, providing for an annual payment $3,700.

CONTRACT BETWEEN THE CITY OF CLEARWATER, SUMNER COUNTY, KANSAS AND ILLINOIS TOWNSHIP FOR FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES

THIS AGREEMENT, made and entered into this ____ day of ____________, 2026, by and between the City of Clearwater, Sumner County, Kansas, a city of the third class, hereinafter referred to as the “City,” and Illinois Township, Sumner County, Kansas, hereinafter referred to as the “Township,” or “Township Board.”

WHEREAS, In accordance with the provisions of K.S.A. 12-2908, the Township is authorized to contract with the governing body of the City for the furnishing of fire protection and emergency response services;

WHEREAS, the Township desires to receive fire protection and emergency response services from the City;

WHEREAS, the City desires to furnish fire protection and emergency response services through the Clearwater Volunteer Fire Department;

WHEREAS, the parties recognize that maintaining emergency response capability requires continual investment in personnel, apparatus, equipment, facilities, and training regardless of annual incident volume;

WHEREAS, the parties acknowledge that this Agreement applies only to the geographic area comprising the north one-half (N½) of Illinois Township, Sumner County, Kansas, and that the City's obligation to provide fire protection and emergency response services under this Agreement is limited to that portion of the Township;

NOW, THEREFORE, the parties agree as follows:

1. Definitions. a. “Township Board” means the Township Trustee, Township Clerk, and Township Treasurer acting as a board.
b. “City” means the Mayor and Governing Body of the City of Clearwater.
c. “Clearwater Volunteer Fire Department” means the City’s volunteer fire department and its firefighters, officers, apparatus, equipment, facilities, and resources.

2. Services. The City agrees to furnish fire protection and emergency response services through the Clearwater Volunteer Fire Department to the north one-half (N½) of Illinois Township, Sumner County, Kansas, including the use of firefighters, apparatus, equipment, facilities, and other department resources to the Township.

3. Response. The Fire Department will make a reasonable effort to respond to emergencies within the Township when notified. The Fire Chief or person in charge shall determine the availability of personnel and equipment and whether conditions permit a safe response. Such determination shall be final.

4. Liability. The City shall not be liable for failure to respond to or extinguish a fire, provide emergency services, or for damages occurring within the Township.

5. Water Supply. The City assumes no responsibility for providing a water supply necessary to extinguish fires within the Township.

6. Compensation. The Township agrees to pay the City an annual flat amount of $7,400.00 for fire protection and emergency response services. Payment shall be made in two equal installments of $3,700.00, with one-half due on or before February 15 and the remaining one-half due on or before October 15 of each year.

7. Term and Termination. This Agreement shall commence upon execution and automatically renew for successive one-year terms unless either party provides twelve (12) months written notice of its intent to terminate. The City may terminate upon ninety (90) days written notice if payment required under Section 6 is not made and the default is not cured within thirty (30) days after written notice.

8. Notices. All notices shall be in writing and delivered personally or by certified mail to the addresses designated by each party.

9. Mutual Aid. Nothing in this Agreement shall prohibit the City from participating in mutual aid or automatic aid agreements with other fire departments.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning fire protection and emergency response services within Illinois Township and supersedes all prior agreements relating to these services. It may be amended only by written agreement executed by both parties.

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

CITY OF CLEARWATER, KANSAS	ILLINOIS TOWNSHIP
______________________________	______________________________
Burt Ussery, Mayor	Trustee
ATTEST:	
______________________________	______________________________
Jaye Poe, City Clerk	Clerk
	______________________________
	Treasurer

City of Clearwater
City Council Meeting
August 11, 2026

London Township Emergency Response Agreement

Context: The City of Clearwater used to have an agreement with London Township in Sumner County to provide fire and emergency response. The township was contracted to pay 4 mills to the city for those services. In 2008 London Township terminated the agreement because they decided to use another group for fire protection.

The City of Clearwater was asked to continue with medical services but no longer has an agreement for boundaries or compensation. It is the recommendation of staff to set a flat fee instead of a mill levy.

If approved the agreement will be sent to the London Township board.

Financial: Set the flat fee for one year at $1,000. Term will be for one year and renew for successive one-year terms unless either party provides written notice.

Legal Considerations: Review and comment on the proposed Fire Protection and Emergency Response Services Agreement as necessary.

Recommendation/Action: Authorize the Mayor to execute the proposed Fire Protection and Emergency Response Services Agreement with Illinois Township, providing for an annual payment $1,000.

CONTRACT BETWEEN THE CITY OF CLEARWATER, SUMNER COUNTY, KANSAS AND LONDON TOWNSHIP FOR EMERGENCY RESPONSE SERVICES

THIS AGREEMENT, made and entered into this ____ day of ____________, 2026, by and between the City of Clearwater, Sumner County, Kansas, a city of the third class, hereinafter referred to as the “City,” and London Township, Sumner County, Kansas, hereinafter referred to as the “Township,” or “Township Board.”

WHEREAS, the parties recognize that the prior fire protection agreement between the City and the west three-sevenths of London Township/Fire District #9 was terminated in 2008;

WHEREAS, despite the termination of that fire protection agreement, the Clearwater Volunteer Fire Department continues to respond to emergency medical calls within the London Township area when requested through the emergency dispatch system;

WHEREAS, the Township desires to provide annual financial support for those emergency medical response services;

WHEREAS, the City desires to continue furnishing those emergency medical response services through the Clearwater Volunteer Fire Department;

NOW, THEREFORE, the parties agree as follows:

1. Definitions. “Township Board” means the Township Trustee, Township Clerk, and Township Treasurer acting as a board. “City” means the Mayor and Governing Body of the City of Clearwater. “Clearwater Volunteer Fire Department” means the City’s volunteer fire department and its firefighters, officers, apparatus, equipment, facilities, and resources.

2. Services. The City agrees to furnish emergency medical response services through the Clearwater Volunteer Fire Department to London Township when requested through the emergency dispatch system. This Agreement does not obligate the City to provide primary fire suppression services within London Township.

3. Response. The Fire Chief or person in charge shall determine the availability of personnel and equipment and whether conditions permit a safe response. Such determination shall be final.

4. Liability. The City shall not be liable for any failure to respond or for damages arising from emergency incidents within the Township.

5. Compensation. The Township agrees to pay the City an annual flat amount of $1,000.00 for emergency response services. Payment shall be made on or before February 15 of each calendar year.

6. Term and Termination. This Agreement shall commence upon execution and automatically renew for successive one-year terms unless either party provides twelve (12) months written notice of its intent to terminate. The City may terminate upon ninety (90) days written notice if payment is not made and the default is not cured within thirty (30) days.

7. Notices. All notices shall be in writing and delivered personally or by certified mail to the addresses designated by each party.

8. Mutual Aid. Nothing in this Agreement shall prohibit the City from participating in mutual aid or automatic aid agreements with other fire departments or EMS providers.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning emergency response services within London Township and supersedes all prior agreements relating to these services. It may be amended only by written agreement executed by both parties.

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

CITY OF CLEARWATER, KANSAS	LONDON TOWNSHIP
______________________________	______________________________
Burt Ussery, Mayor	Trustee
ATTEST:	
______________________________	______________________________
Jaye Poe, City Clerk	Clerk
	______________________________
	Treasurer

City of Clearwater
City Council Meeting
August 11, 2026

Planning Commission and Board of Zoning Appeals By-Laws

Context: on August 4, 2026, the Planning Commission and Board of Zoning Appeals met and approved a modification to their By-Laws.

The Planning Commission and Board of Zoning Appeals amended their by-laws to change the time of the meetings, which is now set at 6:00pm on the 1st Tuesday instead of 6:30pm.

The City Council must approve the changes before they take effect. If approved the change would be effective for September 1st meeting.

Legal Considerations: Jennifer Hill reviewed each set of by-laws and approved the form.

Recommendations/Actions: Adopt the Planning Commission and Board of Zoning Appeals August 4, 2026, by-laws.

CLEARWATER BOARD OF ZONING APPEALS
BY-LAWS

ARTICLE I: CREATION, MEMBERSHIP, AUTHORITY AND DUTIES

Section 1. Creation

The Clearwater City Board of Zoning Appeals, hereinafter referred to as the "Board" has been re- established by the Clearwater Governing Body by Ordinance No. 835 in February of 2005 and Chapter 38 Article XI of the Municipal Code.

Ordinance No. 835 in 2005 established the membership, appointments, meetings, records, filing fees, public hearing and notice, powers and jurisdiction, procedure, variances, exceptions, and performance.

Section 2. Membership

The membership shall consist of not less than three nor more than seven members all shall be residents residing within the corporate limits of such city and all members shall also be appointed to the Planning Commission. The members of this Board shall be appointed by the mayor, by and with the consent of the city council. Members shall be appointed for terms of three years. Vacancies on the Board shall be filled by appointment for the un-expired term only.

Section 3. Disqualification

Regular attendance and maintaining a quorum for voting purposes are important responsibilities of the membership. Any member that is absent for more than three consecutive regular meeting without reasonable cause; or misses a total of one-half of the meetings during a calendar year may be notified that the Chairperson will recommend to the mayor that his or her membership be declared vacated, and a replacement appointment be made.

Section 4. Conflicts of Interest

Members of the Board shall be aware at all times of the responsibility to the citizenry of the City of Clearwater. Members of the Board shall abide K.S.A. 75-4305 and shall fully disclose any actual or potential conflict of interest they may have on any issue that may be presented to the Board. Members shall abstain from taking part in the discussion of, recommendation or action on any matter before the Board in which they or members of their family have, either directly or indirectly, present, or potential financial interest.

Section 5. Duties

The Board of Zoning appeals shall administer the details of appeals or other matters referred to it regarding the application of Zoning Regulations of the Clearwater Municipal Code. The Board shall have the following specific powers:

1. To hear and decide on appeals where it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement.

2. To interpret the provisions of the chapter in such a way as to carry out the intent and purposes of the adopted comprehensive plan, and to correct the several districts accompanying and made a part of the chapter where the actual street layout varies from the street layout as shown on the zoning district map.

3. To authorize, in specific cases, a variance from the specific terms of the regulations which will not be contrary to the public interest and where, due to special conditions, a literal enforcement of the provisions of the regulations, in an individual case, results in unnecessary hardship, and provided that the spirit of the regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the zoning regulations in such district.

   The board must find that the granting of such variance will not merely serve as a convenience to the applicant but will alleviate some demonstrable or unusual hardship or difficulty.

4. To grant exceptions to the provisions of the zoning regulations in those instances where the board is specifically authorized to grant such exceptions and only under the terms of the zoning regulations. In no event shall exceptions to the provisions of the zoning regulation be granted where the use or exception contemplated is not specifically listed as an exception in the zoning regulations. Further, under no conditions shall the board of zoning appeals have the power to grant an exception when conditions of this exception, as established in the zoning regulations by the governing body, are not found to be present.

Section 7. Compensation

Members of the Board shall serve without compensation for their services; however, members may receive reimbursement for their authorized out-of-pocket expenses including travel when related to the Board's activities as the Governing Body by policy may deem desirable.

ARTICLE II: OFFICERS, ELECTIONS AND DUTIES

Section 1. Officers

The officers of the Board shall consist of a Chairperson and Secretary. The Chairperson shall be members of the Board; however, the Secretary may be an officer or an employee of the city.

Section 2. Elections

Officers of the Board shall be elected at the first regular meeting following the first of June. Officers shall hold their offices for one year. Officers may serve more than one term.

Section 3. Duties

The Chairperson shall preside at all meetings of the Board. In the absence of the Chairperson, the Secretary shall preside to select a temporary Chairperson. The Chairperson shall sign all minutes and other official papers and documents to indicate that the Board has approved them. The Chairperson shall represent the Board at all meetings with other groups unless another member is designated to perform that function.

The Chairperson of the Board of Zoning Appeals does not need to be the same Chairperson as Planning Commission.

The Secretary or designate shall perform the following duties:

1. Prepare the minutes of each meeting and submit them to the Board for approval.

2. Maintain the official file or record book of the minutes as approved and signed by the Chairperson and Secretary and provide copies to the Governing Body and Administrator.

3. Publish in the official city newspaper notices of hearings.

4. Maintain all documents pertaining to all hearings.

ARTICLE III: MEETINGS & WORKSHOPS

Section 1. Regular Meetings

When a regular meeting of the Board is held, it shall be on the first Tuesday of each month. All meetings shall be held in the City Hall in Clearwater, Kansas, beginning at 6:00 p.m.; provided, however, that the Board may vote to adopt another hour, date, or place of the meeting. Public notice of such change shall be given.

Section 2. Adjourned Meetings

If the business before the Board is not completed, the Board may adjourn the meeting to a specific date, time, and place. No further notice need be given. All such conduct must be formally adopted by motion, second and recorded vote.

Section 4. Open Meetings and Closed Sessions

All actions of the Board shall be open to the public.

Section 5. Recording of Meetings

The Secretary shall keep complete records of all proceedings of the Board. Permanent records shall be kept for public view at the City Hall.

ARTICLE IV: CONDUCT OF MEETING

Section 1. Order of Business

The General order of business shall be as follows unless otherwise decided by the Board:

1. Roll Call

2. Approval of Minutes

3. Public Hearings

4. Other Business, and

5. Adjournment

Off-agenda items may be considered if consideration would be in the best interest of the general public and not contrary to the provisions of public notice.

Section 2. Appearance before the Board

Applicants and petitioners or their representatives and members of the community at large or individuals or their representatives who feel that they will be affected by any action of the Board may appear to present views and statements either for or against agenda items. Personal appearance before the Board is recommended; however, written communication may be presented instead. The Board may at their discretion defer items coming before the Board if the applicant or petitioner is not present and has not submitted written communication.

Section 3. Action

In all formal matters, the Board shall act by motion unless a resolution is required by law or governmental regulations. All notices required by law to be given by publication, including those for public hearings, shall be published in the officially designated city newspaper. Every motion of a substantive matter shall set forth reasons.

Section 4. Voting

All actions of the Board shall be taken by majority vote of the members present and voting of the Board (K.S.A. 12-745). Voting shall be by individual voice vote. Individuals abstaining from voting shall be counted with the majority and are still counted as present for a quorum. Members disqualified from voting because of a conflict of interest, and/or inclusion in the area required notification are not to be counted when determining a quorum and shall not participate in the general discussion until the item is acted upon. Those members may, as citizens, appear before the Board to speak on the issue and sign protest petitions.

ARTICLE V: HEARING PROCEDURES

Section 1. Intent and Purpose

It is the intent of the Board to hold fair and impartial hearings on all matters requiring a public hearing at which adequate legal notice has been given to all concerned parties. The purpose of such hearing is to make it clear that decisions are based on the relevant evidence presented and that well organized hearings and procedures will lead to legally defensible decisions which are not arbitrary, discriminatory, or unreasonable.

Contacts in the form of verbal or written communications outside of a hearing are discouraged. Board members should:

(a) Come to a hearing without favoring either side.

(b) Have no personal interest in the outcome.

(c) Treat both sides alike; and

(d) Base their decision solely on the facts presented as evidence before the Board.

Any facts determined by personal investigation should be reported to the Board at the hearing as ex parte information.

Section 2. Order of proceeding for the Board of Zoning Appeals Hearing

Applications for variances are considered quasi-judicial proceedings. The latter includes the procedural due process elements of notice and opportunity to be heard in a fair, open and impartial hearing. At the end of the hearing, the Board shall adopt a written report or place in the minutes a statement summarizing the evidence and stating the factors that it considered in arriving at its decision. The following order of proceeding shall be used for all variances:

1. Determination that a quorum is present.

2. Chairperson opens the public hearing, stating the time

3. Call on the Secretary to determine that proper notice has been given.

4. Report of ex parte contacts with Board Members.

5. Introduction of application by staff.

6. Presentation by Applicant.

7. Board and staff question applicant.

8. Public comments on proposed application.

9. Receipt of written communications or petitions.

10. Applicant presents closing comments.

11. Staff presents closing comments.

12. Public portion of hearing closed by presiding officer, stating the time.

13. Board deliberates.

14. Review findings and factors on which recommendations are based.

    a. The following requirements must be met before the board may grant a variance:

        i. The applicant must show that his property was acquired in good faith.

        ii. The request for a variance must arise from a condition which is unique to the property in question, is not ordinarily found in the same zone or district and is not created by an action or actions of the property owner or applicant.

        iii. The granting of a variance shall not adversely affect the rights of adjacent property owners or residents.

        iv. The strict application of this chapter will cause unnecessary hardship upon the property owner represented in the application.

        v. The granting of a variance shall not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

        vi. The granting of a variance will not violate the spirit and intent of this chapter.

15. Motion to recommend to the approval, disapproval, or modification of the application or to table the agenda item to a specific date, time, and place.

While no further public comments will be received after the hearing is closed, the Board may question any participant at any time during the proceedings. At its discretion, the Board may instruct the Secretary to record all the hearings.

ARTICLE VI: AMENDMENTS TO BY-LAWS

Section 1. Amendments

The Board may, by two-thirds majority vote of the entire membership, amend these by-laws or any provisions or sections, at any time when not in conflict with any laws of the State of Kansas or Ordinances of the City. Notices of proposed amendments shall be furnished to Board members and the Governing Body not less than four (4) calendar days prior to the meeting at which such amendments are to be considered. A current signed copy of the by-laws adopt d by the Board shall be filed by the Secretary with the City Clerk.

Section 2. Adopted

The by-laws are hereby adopted as the by-laws of the City of Clearwater Board of Zoning Appeals subject to the approval of the City Council by a majority vote. When approved by the City Council, these by-laws shall become effective and prior by-laws repealed.

Adopted by the Board of Zoning Appeals this _________ day of August 2026.

____
Lyle Berntsen, Chairperson

ATTEST:

____
Carol Reitberger, Secretary

Approved by the Clearwater Governing Body this ____________ day of August 2026.

____
Burt Ussery, Mayor

SEAL

ATTEST:

____
Jaye Poe, City Clerk

CLEARWATER PLANNING COMMISSION
BY-LAWS

ARTICLE I: CREATION, MEMBERSHIP, AUTHORITY AND DUTIES

Section 1. Creation

The Clearwater City Planning Commission, hereinafter referred to as the "Commission" has been re- established by the Clearwater Governing Body by Ordinance No. 667 in December of 1991 and Chapter 2 Article IV of the Municipal Code. The Commission was first established by Ordinance No. 274 in 1954.

Ordinance No. 667 in 1991 revised the membership, appointments, terms of *voting* procedures, adoption of the by-laws, comprehensive plan, approval of public improvement plan, and penalty for violations.

Section 2. Membership

The membership shall consist of not less than seven nor more than fifteen members of which two members shall reside outside of the city, but within-the area of influence of the corporate limits of the city, but the remaining members shall be residents residing within the corporate limits of such city. The members of this commission shall be appointed by the mayor, by and with the consent of the city council. Members shall be appointed for terms of three years. Vacancies on the commission shall be filled by appointment for the un-expired term only.

Section 3. Disqualification

Regular attendance and maintaining a quorum for voting purposes are important responsibilities of the membership. Any member that is absence for more than three consecutive regular meeting without reasonable cause; or misses a total of one-half of the meetings during a calendar year may be notified that the Chairperson will recommend to the mayor that his or her membership be declared vacated, and a replacement appointment be made.

Section 4. Conflicts of Interest

Members of the Commission shall be aware at all times of the responsibility to the citizenry of the City of Clearwater and to the residents of the surrounding Planning Area. Members of the Commission shall abide K.S.A. 75-4305 and shall fully disclose any actual or potential conflict of interest they may have on any issue that may be presented to the planning commission. Members shall abstain from taking part in the discussion of, recommendation or action on any matter before the Commission in which they or members of their family have, either directly or indirectly, present, or potential financial interest.

Section 5. Authority

The Commission is vested with the responsibilities of a planning commission as contained in the State Planning and Zoning Statutes. I.E., K.S.A. 12-741, et seq., as amended and K.S.A. 12-715b.

Section 6. Duties

As provided for by the statutes referred to in Section 5, the duties of the Commission shall be:

1. To make or cause to be made, adopted, and maintained an official Comprehensive Plan for the City and any unincorporated territory lying outside the City but within its Designated Area of Influence in Sedgwick County and Sumner County as may from time to time be determined, subject to the

approval of the Governing Body by ordinance (K.S.A. 12-747).

2. To annually review, at its first regular meeting of the calendar year, the Comprehensive Plan to propose amendments, extensions, or additions to the plan (K.S.A. 12-747 (d]).

3. To determine the conformance or non-conformance to the Comprehensive Plan of public improvements, facilities or utilities of a type embraced within the recommendations of the Plan, which are proposed for the Governing Body unless conformance is otherwise determined by reviewing the City's capital improvement program (K.S.A. 12-748).

4. To prepare, adopt and maintain Zoning Regulations for the City; to recommend the approval of such regulations to the Governing Body; and to hold hearings and make recommendations on all zoning regulation amendments and zoning applications (K.S.A 12-753 through 12-758 and 12-763).

5. To prepare, adopt and maintain Subdivision Regulations for the City; to recommend approval of such regulations by the Governing Body; and to process and approve plats and to transmit them to the governing body or acceptance of dedications thereon (K.S.A. 12-749, 751[a], 752 and 764). ·

6. To maintain a planning reference library of plans, reports, maps, ordinances, regulations, and policies located at and in cooperation with the City Office accessible to officials, developers, and citizens.

7. To hold hearings, provide plans for and/or make recommendations on such other matters including annexations and vacations as may be periodically assigned to the Commission by the Governing Body.

Section 7. Compensation

Members of the Commission shall serve without compensation for their services; however, members may receive reimbursement for their authorized out-of-pocket expenses including travel when related to the Commission's activities as the Governing Body by policy may deem desirable.

ARTICLE II: OFFICERS, ELECTIONS AND DUTIES

Section 1. Officers

The officers of the Commission shall consist of a Chairperson, Vice Chairperson and Secretary. The Chairperson and Vice Chairperson shall be members of the Commission; however, the Secretary may or may not be a member of the Commission.

Section 2. Elections

Officers of the Commission shall be elected at the first regular meeting following the first of June. Officers shall hold their offices for one year. Officers may serve more than one term.

Section 3. Duties

The Chairperson shall preside at all meetings of the Commission. In the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of both Chairperson and Vice Chairperson, the Secretary shall preside to select a temporary Chairperson. The Chairperson shall sign all minutes and other official papers and documents to indicate that they have been approved by the Commission. The Chairperson shall represent the Commission at all meetings with other groups unless another member is designated to perform that function.

The Secretary or designate shall perform the following duties:

1. Prepare the minutes of each meeting and submit them to the Commission for approval.

2. Maintain the official file or record book of the minutes as approved and signed by the Chairperson and Secretary and provide copies to the Governing Body and Administrator.

3. Attest to resolutions and certificates and maintain all documents pertaining to the official Comprehensive Plan.

ARTICLE III: MEETINGS & WORKSHOPS

Section 1. Regular Meetings

When a regular meeting of the Commission is held, it shall be on the first Tuesday of each month. All meetings shall be held in the City Hall in Clearwater, Kansas, beginning at 6:00 p.m.; provided, however, that the Commission may vote to adopt another hour, date, or place of the meeting. Public notice of such change shall be given.

Section 2. Special Meetings

When a special meeting is called, notice as to date, time, place, and purpose for the meeting shall be given. The announcement of a special meeting at a regular meeting shall constitute notice to those members present. Members not present and the Governing Body shall be notified. No agenda items other than those stated in the notice shall be considered at a special meeting.

Section 3. Adjourned Meetings

If the business before the Commission is not completed, the Commission may make a motion and vote to adjourn the meeting to a specific date, time, and place. No further notice need be given.

Section 4. Open Meetings and Closed Sessions

All actions of the Commission shall be open to the public. Closed sessions, if deemed necessary, may be held to deliberate a rezoning application, including a Special Use permit, where such action is a quasi-judicial function. The motion for a closed session shall be placed in the minutes including the justification for closure, subject to be discussed and the time the open session will be resumed. No binding vote may be taken in closed session.

Section 5. Workshop Sessions

The Commission may meet at a regular or special meeting in a workshop session for general discussion; however, the Kansas Open Meetings Act applies, and no binding action may be taken. Regular minutes are not required.

Section 6. Recording of Meetings

The Secretary shall keep complete records of all proceedings of the Commission. Permanent records shall be kept for public view at the City Hall.

ARTICLE IV: CONDUCT OF MEETING

Section 1. Order of Business

The General order of business shall be as follows unless otherwise decided by the Commission:

1. Roll Call

2. Approval of Minutes

3. Citizen Comments

4. Public Hearings

5. Other Business, and

6. Adjournment

Off-agenda items may be considered if consideration would be in the best interest of the general public and not contrary to the provisions of public notice.

Section 2. Appearance before the Commission

Applicants and petitioners or their representatives and members of the community at large or individuals or their representatives who feel that they will be affected by any action of the Commission may appear to present views and statements either for or against agenda items. Personal appearance before the Commission is recommended; however, written communication may be presented instead. The Commission may at their discretion defer items coming before the Commission if the applicant or petitioner is not present and has not submitted written communication.

Section 3. Action

In all formal matters, the Commission shall act by motion unless a resolution is required by law or governmental regulations. All notices required by law to be given by publication, including those for public hearings, shall be published in the officially designated city newspaper. Every motion of a substantive matter shall set forth reasons.

Section 4. Voting

All actions of the Commission shall be taken by majority vote of the members present and voting of the Commission (K.S.A. 12-745). Voting shall be by individual voice vote. Individuals abstaining from voting shall be counted with the majority and are still counted as present for a quorum. Members disqualified from voting because of a conflict of interest, and/or inclusion in the area required notification are not to be counted when determining a quorum and shall not participate in the general discussion until the item is acted upon. Those members may, as citizens, appear before the Commission to speak on the issue and sign protest petitions.

ARTICLE V: HEARING PROCEDURES

Section 1. Intent and Purpose

It is the intent of the Commission *to* hold fair and impartial hearings on all matters requiring a public hearing at which adequate legal notice has been given to all concerned parties. The purpose of such hearing is to make it clear that decisions are based on the relevant evidence presented and that well organized hearings and procedures will lead to legally defensible decisions which are not arbitrary, discriminatory, or unreasonable.

Contacts in the form of verbal or written communications outside of a hearing are discouraged. Commission members should:

(a) Come to a hearing without favoring either side.

(b) Have no personal interest in the outcome.

(c) Treat both sides alike; and

(d) Base their decision solely on the facts presented as evidence before the Commission.

Any facts determined by personal investigation should be reported to the Commission at the hearing as ex parte information.

Section 2. Order of proceeding for Zoning Hearing

Applications for rezoning amendments and Special Use permits that are site specific are considered quasi-judicial proceedings. The latter includes the procedural due process elements of notice and opportunity to be heard in a fair, open and impartial hearing. At the end of the hearing, the Commission shall adopt a written report or place in the minutes a statement summarizing the evidence and stating the factors that it considered in arriving at its decision. The following order of proceeding shall be used for all such rezoning and special use hearings:

1. Determination that a quorum is present.

2. Determination that proper notice has been given.

3. Report of ex parte contacts with Commission Members.

4. Introduction of application by staff.

5. Presentation by Applicant.

6. Commission and staff question applicant.

7. Public comments on proposed application.

8. Receipt of written communications or petitions.

9. Applicant presents closing comments.

10. Staff presents closing comments.

11. Public portion of hearing closed by presiding officer.

12. Planning Commission deliberations.

13. Review findings and factors on which recommendations are based.

14. Motion to recommend to the Governing Body the approval, disapproval, or modification of the application or to table the agenda item to a specific date, time, and place.

While no further public comments will be received after the hearing is closed, the Commission may question any participant at any time during the proceedings. At its discretion, the Commission may instruct the Secretary to record all the hearings.

Section 3. Legislative Hearing

Hearing for the adoption of comprehensive plans and zoning and subdivision regulations and amendments are considered legislative in nature. The order of proceeding for hearings may be modified for a legislative hearing as to the role of the applicant and the findings and factors on which a decision is based. In any event, the Commission's recommendation to the Governing Body shall be in writing accompanied by a written summary of the hearing.

ARTICLE VI: AMENDMENTS TO BY-LAWS

Section 1. Amendments

The Commission may, by two-thirds majority vote of the entire membership, amend these by-laws or any provisions or sections, at any time when not in conflict with any laws of the State of Kansas or Ordinances of the City. Notices of proposed amendments shall be furnished to Commission members and the Governing Body not less than four (4) calendar days prior to the meeting at which such amendments are to be considered. A current signed copy of the by-laws adopt d by the Commission shall be filed by the Secretary with the City Clerk.

Section 2. Adopted

The by-laws are hereby adopted as the by-laws of the City of Clearwater Planning Commission subject to the approval of the City Council by a majority vote. When approved by the City Council, these by-laws shall become effective and prior by-laws repealed.

Adopted by the Planning Commission this __________day of August 2026.

____
Lyle Berntsen, Chairperson

ATTEST:

____
Carol Reitberger, Secretary

Approved by the Clearwater Governing Body this _____________ day of August 2026.

____
Burt Ussery, Mayor

SEAL

ATTEST:

____
Jaye Poe, City Clerk

City of Clearwater
City Council Meeting
August 11, 2026

Fire Department Raffle

Context: The fire department would like to raffle off a firearm again this year to raise money for the department radios. The rules for raffles in Kansas have been reviewed, and a license will be required if the gross receipts for raffles exceed $25,000 in a fiscal year.

The Fire Department does not anticipate exceeding that mark, therefore will not require a special permit. Last year they raised $8,923.

The fundraising committee stated the raffle winners would have to go through a background check at the FFL to pick up the firearms through the dealer, KG Gunworks. If the winner doesn't want the firearm that is raffled the winner would then get a gift card for the same value as the firearm.

The fundraising committee has chosen the following firearms to raffle off.

Mossberg 590s Value - $560

Henry Golden Boy 22 Rifle - Value $520

Glock 43x 9mm - Value $0 ($430 paid last year)
Still have this from last year due to the winner not passing a background check

The winners will be drawn at the Fall Festival.

Financial: If the receipts for the tickets exceed the cost of the firearms there will be no financial impact. If the receipts fall short of the cost of the firearm the Fire Department Donation fund will cover the remaining cost. The Fire Department Donation account balance is $23,677. The suggested firearms retail price will be up to $1,080.

Legal Considerations: review and comment as necessary.

Recommendations/Actions: Consider the request from the Clearwater Fire Department Fundraising Committee.

SUMMARY OF BIDS RECEIVED

ISSUE: **City of Clearwater, Kansas**
General Obligation Bonds, Series 2026

SALE DATE: **11-Aug-26**
SALE TIME: **11:00 AM**

DATED: **27-Aug-26**

Maturity Date	Bidders: $1,725,000 Principal	Robert W. Baird & Co., Inc. Bid 1 Interest Rate	Commerce Bank Bid 2 Interest Rate	Northland Securities, Inc. Bid 3 Interest Rate	Bernardi Securities, Inc. Bid 4 Interest Rate	Bid 5 Interest Rate	Bid 6 Interest Rate	Bid 7 Interest Rate	Bid 8 Interest Rate	Bid 9 Interest Rate	Bid 10 Interest Rate
1-Oct-27	55,000.00	**4.000%**	3.400%	5.000%	5.000%						
1-Oct-28	60,000.00	**3.000%**	3.400%	5.000%	5.000%						
1-Oct-29	65,000.00	**3.125%**	3.400%	5.000%	5.000%						
1-Oct-30	65,000.00	**3.250%**	3.400%	5.000%	5.000%						
1-Oct-31	70,000.00	**3.375%**	3.400%	5.000%	5.000%						
1-Oct-32	70,000.00	**3.500%**	3.400%	5.000%	5.000%						
1-Oct-33	70,000.00	**3.500%**	3.400%	5.000%	5.000%						
1-Oct-34	75,000.00	**5.000%**	5.000%	5.000%	5.000%						
1-Oct-35	80,000.00	**5.000%**	5.000%	5.000%	5.000%						
1-Oct-36	80,000.00	**5.000%**	5.000%	4.000%	5.000%						
1-Oct-37	85,000.00	**4.000%**	5.000%	4.000%	4.000%						
1-Oct-38	90,000.00	**4.000%**	5.000%	4.000%	4.000%						
1-Oct-39	90,000.00	**4.000%**	5.000%	4.125%	4.125%						
1-Oct-40	95,000.00	**4.000%**	5.000%	4.125%	4.125%						
1-Oct-41	100,000.00	**4.000%**	5.000%	4.125%	4.250%						
1-Oct-42	105,000.00	**4.125%**	4.500%	4.250%	4.250%						
1-Oct-43	110,000.00	**4.125%**	4.500%	4.250%	4.250%						
1-Oct-44	115,000.00	**4.125%**	4.500%	4.250%	4.250%						
1-Oct-45	120,000.00	**4.125%**	4.500%	4.375%	4.250%						
1-Oct-46	125,000.00	**4.125%**	4.500%	4.375%	4.250%						
Total Interest Cost:		**846,148.89**	946,196.75	893,366.11	897,324.55	0.00	0.00	0.00	0.00	0.00	0.00
Less Premium:		**0.00**	20,344.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Plus Discount:		**29,903.80**	0.00	34,500.00	5,792.70	0.00	0.00	0.00	0.00	0.00	0.00
Net Interest Cost:		**876,052.69**	925,852.35	927,866.11	903,117.25	0.00	0.00	0.00	0.00	0.00	0.00
Average Net Interest Rate:		**4.2552%**	4.4971%	4.5068%	4.3866%						
True Interest Cost		**4.3002%**	4.4479%	4.5850%	4.4176%						

City of Clearwater, Kansas

$1,720,000

GO Bonds, Series 2026-Baird-resize

August 27, 2026

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
10/01/2027	Serial Coupon	4.000%	2.900%	50,000.00	101.174%		-	-	-	50,587.00
10/01/2028	Serial Coupon	3.000%	3.000%	60,000.00	100.000%		-	-	-	60,000.00
10/01/2029	Serial Coupon	3.125%	3.125%	65,000.00	100.000%		-	-	-	65,000.00
10/01/2030	Serial Coupon	3.250%	3.250%	65,000.00	100.000%		-	-	-	65,000.00
10/01/2031	Serial Coupon	3.375%	3.375%	65,000.00	100.000%		-	-	-	65,000.00
10/01/2032	Serial Coupon	3.500%	3.450%	70,000.00	100.270%		-	-	-	70,189.00
10/01/2033	Serial Coupon	3.500%	3.500%	70,000.00	100.000%		-	-	-	70,000.00
10/01/2034	Serial Coupon	5.000%	3.560%	75,000.00	108.954%	c	3.709%	10/01/2033	100.000%	81,715.50
10/01/2035	Serial Coupon	5.000%	3.750%	80,000.00	107.719%	c	3.980%	10/01/2033	100.000%	86,175.20
10/01/2036	Serial Coupon	5.000%	3.850%	80,000.00	107.076%	c	4.135%	10/01/2033	100.000%	85,660.80
10/01/2041	Term 1 Coupon	4.000%	4.000%	465,000.00	100.000%		-	-	-	465,000.00
10/01/2046	Term 2 Coupon	4.125%	4.125%	575,000.00	100.000%		-	-	-	575,000.00
Total	-	-	-	**$1,720,000.00**	-	-	-	-	-	**$1,739,327.50**

Bid Information

Par Amount of Bonds	$1,720,000.00
Reoffering Premium or (Discount)	19,327.50
Gross Production	$1,739,327.50
Total Underwriter's Discount (2.857%)	$(49,140.40)
Bid (98.267%)	1,690,187.10
Total Purchase Price	$1,690,187.10
Bond Year Dollars	$20,622.44
Average Life	11.990 Years
Average Coupon	4.1105183%
Net Interest Cost (NIC)	4.2550836%
True Interest Cost (TIC)	4.3001420%

City of Clearwater, Kansas

$1,720,000

GO Bonds, Series 2026-Baird-resize

August 27, 2026

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2026	-	-	-	-
10/01/2027	50,000.00	4.000%	75,632.96	125,632.96
10/01/2028	60,000.00	3.000%	67,106.26	127,106.26
10/01/2029	65,000.00	3.125%	65,306.26	130,306.26
10/01/2030	65,000.00	3.250%	63,275.00	128,275.00
10/01/2031	65,000.00	3.375%	61,162.50	126,162.50
10/01/2032	70,000.00	3.500%	58,968.76	128,968.76
10/01/2033	70,000.00	3.500%	56,518.76	126,518.76
10/01/2034	75,000.00	5.000%	54,068.76	129,068.76
10/01/2035	80,000.00	5.000%	50,318.76	130,318.76
10/01/2036	80,000.00	5.000%	46,318.76	126,318.76
10/01/2037	85,000.00	4.000%	42,318.76	127,318.76
10/01/2038	90,000.00	4.000%	38,918.76	128,918.76
10/01/2039	95,000.00	4.000%	35,318.76	130,318.76
10/01/2040	95,000.00	4.000%	31,518.76	126,518.76
10/01/2041	100,000.00	4.000%	27,718.76	127,718.76
10/01/2042	105,000.00	4.125%	23,718.76	128,718.76
10/01/2043	110,000.00	4.125%	19,387.50	129,387.50
10/01/2044	115,000.00	4.125%	14,850.00	129,850.00
10/01/2045	120,000.00	4.125%	10,106.26	130,106.26
10/01/2046	125,000.00	4.125%	5,156.26	130,156.26
Total	**$1,720,000.00**	**-**	**$847,689.36**	**$2,567,689.36**

Yield Statistics

Bond Year Dollars	$20,622.44
Average Life	11.990 Years
Average Coupon	4.1105183%
Net Interest Cost (NIC)	4.2550836%
True Interest Cost (TIC)	4.3001420%
Bond Yield for Arbitrage Purposes	3.9587659%
All Inclusive Cost (AIC)	4.6106993%

IRS Form 8038

Net Interest Cost	3.9840605%
Weighted Average Maturity	11.954 Years

City of Clearwater, Kansas

$1,720,000

GO Bonds, Series 2026-Baird-resize

August 27, 2026

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/27/2026	-	-	-	-	-
04/01/2027	-	-	41,079.83	41,079.83	-
10/01/2027	50,000.00	4.000%	34,553.13	84,553.13	-
12/31/2027	-	-	-	-	125,632.96
04/01/2028	-	-	33,553.13	33,553.13	-
10/01/2028	60,000.00	3.000%	33,553.13	93,553.13	-
12/31/2028	-	-	-	-	127,106.26
04/01/2029	-	-	32,653.13	32,653.13	-
10/01/2029	65,000.00	3.125%	32,653.13	97,653.13	-
12/31/2029	-	-	-	-	130,306.26
04/01/2030	-	-	31,637.50	31,637.50	-
10/01/2030	65,000.00	3.250%	31,637.50	96,637.50	-
12/31/2030	-	-	-	-	128,275.00
04/01/2031	-	-	30,581.25	30,581.25	-
10/01/2031	65,000.00	3.375%	30,581.25	95,581.25	-
12/31/2031	-	-	-	-	126,162.50
04/01/2032	-	-	29,484.38	29,484.38	-
10/01/2032	70,000.00	3.500%	29,484.38	99,484.38	-
12/31/2032	-	-	-	-	128,968.76
04/01/2033	-	-	28,259.38	28,259.38	-
10/01/2033	70,000.00	3.500%	28,259.38	98,259.38	-
12/31/2033	-	-	-	-	126,518.76
04/01/2034	-	-	27,034.38	27,034.38	-
10/01/2034	75,000.00	5.000%	27,034.38	102,034.38	-
12/31/2034	-	-	-	-	129,068.76
04/01/2035	-	-	25,159.38	25,159.38	-
10/01/2035	80,000.00	5.000%	25,159.38	105,159.38	-
12/31/2035	-	-	-	-	130,318.76
04/01/2036	-	-	23,159.38	23,159.38	-
10/01/2036	80,000.00	5.000%	23,159.38	103,159.38	-
12/31/2036	-	-	-	-	126,318.76
04/01/2037	-	-	21,159.38	21,159.38	-
10/01/2037	85,000.00	4.000%	21,159.38	106,159.38	-
12/31/2037	-	-	-	-	127,318.76
04/01/2038	-	-	19,459.38	19,459.38	-
10/01/2038	90,000.00	4.000%	19,459.38	109,459.38	-
12/31/2038	-	-	-	-	128,918.76
04/01/2039	-	-	17,659.38	17,659.38	-
10/01/2039	95,000.00	4.000%	17,659.38	112,659.38	-
12/31/2039	-	-	-	-	130,318.76
04/01/2040	-	-	15,759.38	15,759.38	-
10/01/2040	95,000.00	4.000%	15,759.38	110,759.38	-
12/31/2040	-	-	-	-	126,518.76

City of Clearwater, Kansas

$1,720,000

GO Bonds, Series 2026-Baird-resize

August 27, 2026

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2041	-	-	13,859.38	13,859.38	-
10/01/2041	100,000.00	4.000%	13,859.38	113,859.38	-
12/31/2041	-	-	-	-	127,718.76
04/01/2042	-	-	11,859.38	11,859.38	-
10/01/2042	105,000.00	4.125%	11,859.38	116,859.38	-
12/31/2042	-	-	-	-	128,718.76
04/01/2043	-	-	9,693.75	9,693.75	-
10/01/2043	110,000.00	4.125%	9,693.75	119,693.75	-
12/31/2043	-	-	-	-	129,387.50
04/01/2044	-	-	7,425.00	7,425.00	-
10/01/2044	115,000.00	4.125%	7,425.00	122,425.00	-
12/31/2044	-	-	-	-	129,850.00
04/01/2045	-	-	5,053.13	5,053.13	-
10/01/2045	120,000.00	4.125%	5,053.13	125,053.13	-
12/31/2045	-	-	-	-	130,106.26
04/01/2046	-	-	2,578.13	2,578.13	-
10/01/2046	125,000.00	4.125%	2,578.13	127,578.13	-
12/31/2046	-	-	-	-	130,156.26
Total	**$1,720,000.00**	**-**	**$847,689.36**	**$2,567,689.36**	**-**

Yield Statistics

Bond Year Dollars	$20,622.44
Average Life	11.990 Years
Average Coupon	4.1105183%
Net Interest Cost (NIC)	4.2550836%
True Interest Cost (TIC)	4.3001420%
Bond Yield for Arbitrage Purposes	3.9587659%
All Inclusive Cost (AIC)	4.6106993%

IRS Form 8038

Net Interest Cost	3.9840605%
Weighted Average Maturity	11.954 Years

City of Clearwater, Kansas

$1,720,000

GO Bonds, Series 2026-Baird-resize

August 27, 2026

Sources & Uses

Dated 08/27/2026 | Delivered 08/27/2026

Sources Of Funds

Par Amount of Bonds	$1,720,000.00
Reoffering Premium	$19,327.50
City Funds (Remaining Note Proceeds)	$85,768.34
Total Sources	**$1,825,095.84**

Uses Of Funds

Total Underwriter's Discount (2.857%)	$49,140.40
Costs of Issuance	$45,950.00
Deposit to Project Construction Fund	$1,728,333.33
Refunding Interest	$1,000.00
Rounding Amount	$672.11
Total Uses	**$1,825,095.84**

City of Clearwater, Kansas

$1,720,000

GO Bonds, Series 2026-Baird-resize

August 27, 2026

Detail Costs Of Issuance

Dated 08/27/2026 | Delivered 08/27/2026

COSTS OF ISSUANCE DETAIL

Financial Advisor - Ranson Financial	$17,500.00
Bond Counsel - Gilmore & Bell	$18,150.00
POS/Official Statement - Ranson Financial	$4,250.00
Miscellaneous	$2,500.00
Paying Agent - State Treasurer	$2,550.00
Attorney General	$250.00
CUSIP fee	$750.00
TOTAL	**$45,950.00**