



City of Clearwater Council Meeting Agenda
Tuesday May 8, 2018 at 6:30pm
129 E Ross Clearwater, KS 67026

www.clearwaterks.org

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

1. CALL TO ORDER

2. INVOCATION AND FLAG SALUTE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. PUBLIC FORUM

Members of the public can address the Mayor and City Council limited to not more than five minutes.

6. PROCLAMATIONS

- a. [Municipal Clerks Week Proclamation](#)
- b. [Police Week Proclamation](#)
- c. [Public Service Week Proclamation](#)

7. 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. Should a member of the Governing Body desire to discuss any item, the item will be removed from the Consent Agenda and considered separately.

- a. [Minutes 04/24/18 Council Meeting](#)

8. CLAIMS AND WARRANTS

9. STAFF REPORTS

10. BUSINESS

- a. [Appoint a new EMS Medical Director](#)
- b. [Mayoral Appointments](#)
- c. [Consider New Fireworks Ordinance](#)
- d. [Consider Resolution for Sales of Temp Notes – Chisholm Ridge Phase 3](#)

11. GOVERNING BODY COMMENTS

12. ADJOURNMENT

Next Assignment Numbers

Charter Ordinance: 20

Ordinance: 1043

Resolution: 11-2018

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 6:00 and 6:30 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

Proclamation

Municipal Clerks Week
May 6 - 12, 2018

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Burt Ussery, Mayor of Clearwater, Kansas, do recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Courtney Meyer and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2018

Mayor _____ Attest: _____

PROCLAMATION

NATIONAL POLICE WEEK

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Clearwater, Kansas play an essential role in safeguarding the rights and freedoms of City of Clearwater, Kansas; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of City of Clearwater, Kansas, unceasingly provide a vital public service;

NOW, THEREFORE, I, Burt Ussery, Mayor of the City of Clearwater, Kansas, call upon all citizens of the City of Clearwater, Kansas, and upon all patriotic, civic and educational organizations to observe the week of May 13 – 19, 2018, as Police Week with appropriate ceremonies and observances in which all of the people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens.

I further call upon all citizens of the City of Clearwater, Kansas to observe Tuesday, May 15, 2018, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Clearwater, Kansas to be affixed.

Burt Ussery, Mayor

Courtney Meyer, City Clerk

REQUEST FOR PROCLAMATION

Fifty-one years ago, in 1962, President John F. Kennedy signed Public law 87-726 designating May 15th as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week. The law was amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, signed by President Bill Clinton, directed that the flag of the United States be displayed at half-staff on all government buildings on May 15th each year. While the actual dates change from year to year, National Police Week is always the calendar week, beginning on Sunday, which includes May 15th.



PUBLIC SERVICE RECOGNITION WEEK

MAY 6-12, 2018

PUBLIC SERVICE RECOGNITION WEEK

In honor of the millions of public employees at the federal, state, county, and city levels:

Whereas:

Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working;

Whereas:

Public employees take not only jobs, but oaths;

Whereas:

Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

Whereas:

Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas:

Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

Therefore:

I, Burt Ussery, Mayor of Clearwater, Kansas do hereby announce and proclaim to all citizens and set seal hereto, that May 6-12, 2018, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

Burt Ussery, Mayor

Courtney Meyer, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
April 24, 2018
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order

Mayor Ussery called the meeting to order at 6:30 p.m.

2. Flag Salute

Mayor Ussery gave the invocation which was followed by the pledge of allegiance and flag salute.

3. Roll Call

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

Mayor Burt Ussery and Councilmembers; Yvonne Coon, Shirley Palmer-Witt, Tex Titterington and Chris Griffin were present.

Laura Papish was absent.

The following staff members were present:

Ron Marsh, City Administrator; Courtney Meyer, City Clerk; Bill Hisle, Chief.

Others present: Shelley Duncan, Mich Cayless, RJ Stimson, Elijah Robison, Justin NcWendorf, Karl May, Lindy May, Ryan Phelps.

4. Approval of the Agenda

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated that 9b was an addition to the publish agenda and that 9c, Police Department Remodel, will need to be stricken, and an executive session will need to be added before item 10.

Mayor Ussery called for a motion to approve the agenda as modified.

Motion: *Coon* moved, *Titterington* seconded to accept the April 24, 2018 agenda as modified. Voted and passed unanimously.

5. Public Forum

None

6. Approve Consent Agenda

Minutes April 10, 2018 Council Meeting Minutes

Motion: *Palmer-Witt* moved, *Coon* seconded to approve the consent agenda as presented. Voted and passed unanimously.

7. Claims and Warrants

Mayor Ussery stated that the claims and warrants were \$26,591.34.

Motion: *Coon* moved, *Titterington* seconded to pay the claims and warrants as presented. Voted and passed unanimously.

8. Staff Reports

Public Works – Ernie Misak

- Wastewater April test passed
- The modifications to the recirculation is in. Backfilling is still need. The total project cost was under \$7,000.00. There won't be another discharge for 2-3 months.

Coon asked when the pot hole on 4th Ave will be filled where public works did some work. Misak stated they are waiting for the ground to settle before they go back in and fill it.

PD – Bill Hisle

- Arrests for stolen automobile at the Nursing home were made
- 2 more auto theft arrests have been made along with 2 methamphetamine and possession of a handgun arrest.

Coon stated her neighbor has been harassed and terrified of a stalker and fears for her safety. Coon asked what the police department can do for the individual. Hisle stated the police department put out trail cameras when the report was made but have not be able to pick up or locate anyone around the house. Hisle asked if her neighbor would be receptive for him to contact them. Coon stated yes.

Emergency Service – Ron Marsh for Scott Cooper

- 5 EMS calls – 1 refusal and 1 no show to a call that was outside city limits
- EOP will be ready for the last meeting in June

9. Business

a. Central Plains Healthcare Partnership

Marsh stated, Project Access is a program of the Central Plains Health Care Partnership, which is affiliated with the Medical Society of Sedgwick County. Since its inception in 1999, Project Access has leveraged donated health care on behalf of low income, uninsured residents of Sedgwick County. As a not-for-profit program, Project Access relies on funding from the municipalities within Sedgwick County, Sedgwick County and United Way of the Plains.

Since 1999, Project Access has provided treatment to 47 citizens from Clearwater. They are requesting we provide funding in the 2019 budget for Project Access to cover a portion of the program costs.

Shelly Duncan, Executive Director, stated this program helps low income individuals. They have partnerships with 635 physicians, Via Christi, and Wesley to help people get medical attention at no cost. The program is primarily financed by City of Wichita, Sedgwick County and United Way of the Pains. Funding has been cut and Project Access is asking surrounding communities for funding. Shelly pointed out that 47 Clearwater residents since 1999 have been helped by the service, totaling approximately \$496,000. Project Access is asking Council to consider any type of support for 2019. Every \$1 donated there is \$15.56 return in healthcare costs.

Titterington asked if the 47 were within City Limits or just have a Clearwater address. Shelley stated they had a Clearwater address. They didn't know how many were in the actual city limits.

b. Discussion of Electrical Utility on Vacant Lot

As presented earlier this year, Dr. May is requesting the relocation of existing electrical utility on the vacant lot adjacent to his property.

Dr. May pointed out the letter from his insurance agent stated the electrical box on the property next to his poses a potential safety hazard and the new exposure could affect his insurance rates. He also stated he had a second letter from his malpractice insurance stating the same thing, but he wasn't allowed to share that letter with the City. He pointed out he has seen two instances where someone has pulled up in the lot and opened a door and almost hit the electrical unit.

Mayor Ussery stated that Council is turning this letter over to the City Attorney, Austin Parker, so he can contact the insurance company The City needs to fully understand why this location is a problem. According to Sedgwick County the unit meets code and the City needs to understand

what the insurance recommends based on insurance laws.

Mayor Ussery stated there is to be no action tonight.

c. Consider Changes to the police Department Remodel

Stricken

d. Authorize the Funding for New Clearwater Highway Signs

At the April 10th 2018 Council meeting, the Clearwater Chamber of Commerce proposed purchasing two new Welcome to Clearwater signs and requested the City cover the cost of one sign upfront and the Chamber would front the cost of the second sign with the City budgeting the funds to reimburse the Chamber in 2019. Total cost of each sign is \$5355.00 for a grand total of \$10,710.00.

The Governing Body indicated a willingness to fund one sign and asked City staff to reach out the Clearwater Foundation for funding assistance with the other sign. The Foundation has agreed to fund half the cost of one sign, \$2677.50. That would leave \$2677.00 for the Chamber of Commerce.

Motion: *Griffin* moved, *Titterington* seconded to authorize the sign donation not to exceed \$5355.00. Voted and passed unanimously.

e. Discussion on Discharge of Fireworks within City Limits

At the April 10th Council meeting the Governing Body agreed to extend the dates for sale of fireworks from 1-4 July to 29 June – 4 July. This did not include the use and discharge of fireworks which remains per Ordinance 991. Staff was directed to provide the history of why Ordinance 991 was adopted in 2014.

In researching the history, the minutes of the July 22, 2014 reference a Council member receiving a letter from a citizen unhappy with the fireworks ordinance and Council agreed to look at the fireworks ordinance later in the year. No details of any discussion nor a copy of the letter were found. The next mention of fireworks was the October 14, 2014 meeting when there was some discussion and a copy of the current ordinance at the time (Ordinance 922) was provided. A copy of the section of the minutes from the meeting is included. Finally, at the November 25, 2014 the Council had more discussion on dates for discharging fireworks and passed the current ordinance. Again, no details of the discussion are included.

Griffin pointed out that in the minutes from 2014 the motion was made to have the discharge of fireworks be July 2nd but the ordinance says July 1st. He further questioned how many other times this has happened.

Mayor Ussery stated that in the future when there is an amendment to an ordinance that has been brought before council, council will not adopt it until an updated copy has been presented at a following meeting, so the changes can be verified before adopting.

Council further discussed the discharge and sale of fireworks. They asked staff to bring back to next meeting an ordinance to update the sale of fireworks to coincide with the State Fire Marshall rules and to keep the discharge of fireworks as it is listed, July 1st and 2nd 10am to 10 pm and July 3rd and 4th from 10 am to midnight, with exceptions for July 5th on a Saturday.

INSTERT EXECUTIVE SESSION

Mayor Ussery called for a motion to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include the City Attorney and the City Administrator. The City Council will reconvene the open meeting in the City Council Chamber at 7:32pm

Motion: *Griffin* moved, *Palmer-Witt* seconded to move into executive session pursuant to non-elected personnel. Voted and passed unanimously

Mayor Ussery called the meeting back to order at 7:32pm and stated there was no action taken.

10. City Administrators Report

- The front office remodel is complete. There are some small items staff is working on but the project turned out well and City Hall continues to move towards a more customer friendly environment.
- Kansas Department of Health & Environment informed staff they will be here May 1st to inspect the big slide at the City pool.
- Dana Benders, Fall Festival Committee president, continues to keep us updated on Fall Festival proceedings. The list of events should be complete by the end of the month with City needs/requests per venue. Some events aren't completely finalized until late spring/early summer due to awaiting confirmation. Dana is working with City staff to be as proactive as possible. Below is the logo for 2018:
- Chief Hisle and myself are meeting with the school district to discuss traffic flow on Kansas from Prospect east to 4th as a result of the new drop off/pick up configuration at Elementary West. I will keep Council informed as we move through this process.
- I have been working with Athco Mfg to try and resolve the scoreboard malfunctions at field 1 at the Sports Complex.
- Update on YTD water sales compared to last year:
1 QTR 2017 – 23% total projected revenue 1 QTR 2018 – 26.9% of total projected revenue
Increase in water rates approved for this year are providing the increase needed to for the fund to be self-sustaining. We will continue to monitor and report back.



11. Governing Body Comments

Griffin had nothing to report

Titterington stated the trip to the Governing Body Institute was very worthwhile.

Palmer-Witt agreed with Titterington

Coon had nothing to report.

Ussery pointed out that at the Topeka meeting a Statement of Substantial Interest was handed out and said all council members need to fill it out each year. Second Mayor Ussery read the following letter to the Citizens of Clearwater:

Citizens of Clearwater,

Although it has been the position of the governing body and the advice of our legal counsel not to comment or publicly reply to the numerous anonymous letters that have been sent to each council member and I over the past several weeks, I have now been contacted by members of the community who have themselves received an anonymous letter regarding our fire and EMS department.

Beginning in 2015 the City was informed of the pending retirement of our long-standing Fire Chief and the desire of our Director of EMS to retire as well. The City worked with WSU to conduct a study of our volunteer fire and EMS departments. We asked the team to look at our departments, other departments of equal size that were volunteers and recommend options for the future. That study was completed in 2016. The study provided three options; remain separate departments and separate leadership – all volunteer, to combine the departments and hire fulltime professional leadership with an all-volunteer membership, or to dissolve the volunteer organizations and contract with Sedgwick County for full time coverage.

The decision was made to combine the departments and provide full time leadership over both. That action was done at the beginning of 2017 with the hiring of a Director, Emergency Services.

This move brought on changes in processes, expectations, and accountability of all involved. For years the City had

many volunteers on the roles of both fire and EMS that attended a very low percentage of training and/or responded to actual calls. The primary load of both rested with a select few in each organization. The City has an obligation to ensure the safety of every volunteer and to those they serve. Each volunteer must be willing to train and participate in actual calls. Since 2016 there has been turnover in both the fire department and EMS. Turnover has been a result of retirements, resignations, and removal due to lack of participation. At the same, time both departments have loyal volunteers who continue to serve. There has also been an increase in the volunteers through the cadet program. This program has provided the path of some of our current firefighters and will continue to be a path of recruitment.

The Director, Emergency Services is acting under the direction of the governing body and answers to the City Administrator. No funds are spent without approval. The safety of the residents has not been jeopardized and our volunteer members continue to serve this community with pride, honor, and dedication. We see every day where our emergency services have responded quickly and have been acknowledged for saving lives. No member of the fire department or EMS has been put into a situation that has risked their safety.

Yes, there have been many changes and those who hide behind the numerous anonymous letters do not agree. If you, as a citizen of Clearwater would like to know what is going on in the Emergency Services Department, please ask those how have been served by either the fire department or EMS; or stop by and see for yourself.

I have seen a letter provided to the City stating some of those who have left would come back if leadership is changed. I encourage anyone that desires to serve the community, contribute to the success of the departments, and willing to be a part of the solution to join the volunteer fire and EMS departments of Clearwater.

As the Mayor, I must recommend for appointment and the governing body must approve each member of the fire department and EMS when initially appointed and once each year. For the City to have a volunteer service it will rest with the participation of those who answer a personal calling and have a passion for what they do. If that is you, you're welcome to be a part of the team.

I, and the governing body are committed to the safety of the residents of Clearwater. It is our obligation to ensure the direction is set, the funding is available, and those responsible for the execution and leadership of that direction performs. We have and will continue to hold ourselves and that leadership team accountable.

Burt Ussery
Mayor
City of Clearwater

12. Adjournment

With no further discussion Mayor Ussery called for a motion to adjourn.

MOTION: *Palmer-Witt* moved, *Coon* seconded to adjourn the meeting. Voted and passed unanimously.
The meeting adjourned at 7:45 PM

CERTIFICATE

State of Kansas }
County of Sedgwick }
City of Clearwater }

I, Courtney Meyer, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the April 24, 2018 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 8th day of May 2018

Courtney Meyer, City Clerk

**City of Clearwater
City Council Meeting
May 8, 2018**

Item: EMS Medical Director

Background: The Medical Society of Sedgwick County (MSSC) is responsible for the maintenance and approval of the county's prehospital protocols. The primary responsibility of establishing and monitoring the competency of individual prehospital providers (Clearwater EMS) is the local EMS Medical Director. The EMS Medical Director is the link between the MSSC and the Prehospital Provider. Dr. Papish is the current Clearwater EMS Medical Director. During the renewal process for the Kansas Board of EMS license, the Emergency Services Director was notified this would be the last year Clearwater could use Sedgwick County Protocol unless they prove competency to the MSSC. Dr. John Gallagher, MD is here to explain the change and answer your questions.

Analysis: To ensure excellence in patient care and appropriate oversight of providers, the MSSC has established expectations of the local EMS Medical Director as it pertains to evaluation and monitoring of prehospital providers if they want to utilize MSSC EMS protocols. These expectations include assessing the competency of individual prehospital providers in three arenas: Clinical Knowledge, Protocol Familiarity and Psychomotor Skills through written testing and evaluation as well as observation of demonstrated skills for their level of training. MSSC requires all local EMS Medical Directors to attest to each individual's competency annually by December 31st. This will give the provider permission to use MSSC EMS Protocols for the subsequent calendar year. This attestation by the local EMS Medical Director can be provided by a Physician willing to assume the role. Dr. Gallagher, the MSSC Medical Director, has offered to assume the role as the Clearwater EMS Medical Director. This will provide Clearwater EMS with increased training, documented credentialing and provide the best care possible for its citizens.

Financial: No cost to the City

Legal Considerations: Review and comment as necessary

Recommendations/Actions: With the pending retirement of Clearwater EMS Medical Director, Dr. Papish, it is recommended to have the City of Clearwater request approval to join the MSSC system and appoint Dr. Gallagher as the Medical Director for Clearwater EMS.



Effective: 1/1/17

(First round of attestations
due by 12/31/17)

Emergency Medical Services Committee
Process for Physician Attestation of Prehospital Providers

While the MSSC is responsible for the maintenance and approval of the county's prehospital protocols, the duty of establishing and monitoring the competency of individual prehospital providers has delegated the primary responsibility to the local Sedgwick County EMS Medical Director. These two relationships establish a link between the MSSC and the Prehospital Provider via the EMS Medical Director. Therefore, in order to ensure excellence in patient care and appropriate oversight of providers, the MSSC has established the following expectations of the EMS Medical Director as it pertains to evaluation and monitoring of Prehospital Providers that utilize the MSSC Protocols.

Section I: Expectations of the EMS Medical Director

The MSSC believes that the EMS Medical Director should attest to the competence of individual Prehospital Providers only after assessing a minimum of the following three arenas:

- 1) **Clinical Knowledge** – This is the background knowledge required for function at the given provider's level. This is initiated during initial training and maintained through various methods of study and continuing education. Evaluation of clinical knowledge should be assessed through some form of national, regional, or local written test.
- 2) **Protocol Familiarity** – To appropriately utilize the MSSC Protocols, individual providers must have acceptable understanding of the content of the protocols. Since no national or state level evaluations exist for the MSSC protocols, assessment of protocol familiarity should be performed through a local written evaluation.
- 3) **Psychomotor Skills** – Ability to physically perform the procedural and treatment interventions is critical for prehospital providers. The EMS Medical Director should determine the key skills for each level of provider, and evaluate individuals' ability to perform those tasks. Evaluation of psychomotor skills should be achieved via real-time observation of the various skills in either a simulated or a real-world setting.

Attestations from all EMS Medical Directors will be due by December 31st of each year, and will grant providers permission for use of the MSSC EMS Protocols for the subsequent calendar year unless revoked. Providers without a Medical Director's attestation will not be permitted to use the protocols after December 31st of the current year.

Additional considerations for the EMS Medical Director:

- In addition to the expectations above, it is recommended (whenever possible) to engage in additional assessment of overall patient care and use of the protocols. This can be performed at the system, agency, or individual level and should be monitored via clinical QA/QI processes (i.e. – chart reviews). The EMS Medical Director should not attest to any prehospital providers' competency without the ability to review data and patient care documentation of that individual provider.
- The EMS Medical Director should maintain the same expectations across any given level of prehospital provider regardless of the structure or nature of the individual agencies. (i.e. – paid/volunteer, private/governmental, fire-based/ambulance-based, air-service/ground-service, etc.)
- It is likely that prehospital providers undergo skill and knowledge degradation at different rates, and it is likely that certain components (procedural skills) may degrade faster than others (clinical knowledge) may. For this reason, the EMS Medical Director may choose to evaluate components of the attestation process more often than other components; however, we believe that all components should be evaluated no less frequently than every two years.

Section II: Effect on the Community

The MSSC believes that competent prehospital care with strong physician oversight is in the best interests of the community. Furthermore, organization of this physician oversight through the MSSC will foster coordinated care amongst the various prehospital agencies in our area and will drive practices forward as the field of medicine advances.

Section III: Effect on Prehospital Providers

Establishing and maintaining the conditions required to earn the attestation of the local, EMS Medical Director is accepted as sufficient evidence of competency and shall confer permission of the individual prehospital provider to perform prehospital care using the MSSC EMS Protocols. Similarly, providers who are unable to achieve attestation of the EMS Medical Director have not demonstrated sufficient evidence of competency and are not permitted to provide care using the MSSC EMS Protocols.

If the EMS Medical Director, for any reason, becomes unwilling to attest to the competency of any given prehospital provider, that provider's permission to use the MSSC protocols shall be immediately rescinded and this situation should be reported by the EMS Medical Director to the MSSC as soon as possible.

In short, EMS Providers must achieve and maintain the attestation of their EMS Medical Director to be allowed to provide EMS care within Sedgwick County. We believe this to be in the best interest of the community.



EMS Medical Director Attestation of Prehospital Providers

In accordance with the MSSC EMS Committee Process for Physician Attestation of Prehospital Providers,

I, Dr. _____ attest to the following:

- I. **For each prehospital provider named on the attached list,**
 - 1) I, or my delegate, have assessed the individual provider's **Clinical knowledge** through a written process and can provide the MSSC with performance data if requested.
 - 2) I, or my delegate, have assessed the individual provider's **Protocol Familiarity** through a written process and can provide the MSSC with performance data if requested.
 - 3) I, or my delegate, have assessed the individual provider's **Psychomotor Skills** through real-time observation in either a simulated or real-world setting and can provide the MSSC with performance data if requested.
 - 4) The above assessments are performed no less frequently than every two years for each individual provider.

- II. **For my entire service or system,**
 - 1) I will maintain the same expectations across any given level of prehospital provider regardless of the structure or nature of the individual agencies. (i.e. – paid/volunteer, private/governmental, fire-based/ambulance-based, air-service/ground-service, etc.)
 - 2) If I add prehospital providers to my service/system that are not included on the attached list through the normal course of business (i.e. - new-hires), I will not allow them to provide independent patient care until they meet all of the standards in Section I above. (Note: there is no need to submit updated provider lists to the MSSC between attestation cycles.)
 - 3) If I become aware that any provider in my service/system poses a significant risk to the patients (or if I lose the ability to monitor or evaluate a provider), I will remove the provider from active patient care, and notify the MSSC that they have lost their permissions to use the MSSC EMS Protocols. (Note: there is no need to report providers who are removed from the list for uncomplicated and routine reasons such as voluntary resignation, retirements, etc.)

EMS Medical Director Signature: _____

Date: _____

**City of Clearwater
City Council Meeting
May 8, 2018**

Item: Annual Mayoral Appointments

Background: Per State Statute and Clearwater Municipal Code, the Mayor is required at the first meeting in May to appoint various city officers for the City. The mayor also will reappoint all members of Emergency Services at the first meeting in May even though they are appointed throughout the year as they join the service.

Analysis: State Statute 15-204 requires the Mayor appoint a City Clerk, Treasurer, Freedom of Information Officer, Municipal Judge, Chief of Police and Law Enforcement Officers.

City Code requires the Mayor appoint a Fire Chief (14-20) and Emergency Management Coordinator (12-23).

City Code requires the Mayor appoint members of City Boards and Commissions to staff each entity or fill vacancies. The appointments are done as they occur.

Financial: No financial considerations

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the attached list of appointments of city officers and reappointments for Emergency Services.

City of Clearwater

Annual Mayoral Appointments

May 2018

ADMINISTRATIVE

Courtney Meyer	City Clerk
Carol Reitberger	Treasurer

EMERGENCY SERVICE (FIRE & EMS)

FIREFIGHTER/ EMS

Scott Cooper	Director/ Paramedic/ FF
Justin Patrick	Paramedic/ FF/ Training Officer
Esther Harp	EMS Captain/ AEMT/ FF
Michael Cowherd	EMT/ FF
Jared Dinwiddie	EMT/ FF
Josh Hecker	EMT/ FF

EMS ONLY

Lisa Corr	AEMT
Nick Haslam	EMT
Elizabeth Riddle-Kindle	EMT
Gabrielle Simon	Paramedic

FIREFIGHTER ONLY

Gary Berger	Asst Fire Chief/ FF
Kurtis Lauterbach	Asst Fire Chief/ FF
Carl Fry	FF Captain/ FF
Jason Templin	FF Captain/ FF
Trent Zimmerman	FF
Kolby Lauterbach	FF
John Oberley	FF
Rick Kindel	FF
Chadd Posch	FF
Trevor Carney	Probationary FF
John Van Klei III	Probationary FF
Jeanne Pace	Probationary FF

FIREFIGHTER CADETS

Luke Davis	Cadet
Caven Lewis	Cadet
Andy Rakes	Cadet
Haley Roberts	Cadet
Robert Schroeder	Cadet

POLICE DEPARTMENT

William Hisle	Chief of Police
Becky L Hurtig	Municipal Judge

AQUATIC CENTER

Chuck Reitberger	Pool Manager
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Caden Carlson	Basket Room Attendant
Alexis Cash	Lifeguard
Chance Clark	Lifeguard
Carson Finney	Lifeguard
David Gerlach	Basket Room Attendant
Kylee Harman	Lifeguard
Makenzie Haslett	Lifeguard
Olivia Helmers	Lifeguard
Abby Hutchinson	Lifeguard
Brynn Noland	Lifeguard
Darryl Rylant	Basket Room Attendant
Daniel Schule	Lifeguard
Journey Schule	Lifeguard
Savannah Schule	Lifeguard
Cade Smith	Lifeguard
Tucker Stiles	Lifeguard
Ryan Vogel	Basket Room Attendant
Emma Willis	Lifeguard

REAP Representatives

Burt Ussery	2018
Ron Marsh	2018

CHISHOLM TRAIL RECREATION COMMISSION

Stormie Myers*	2018 - 2022
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HISTORICAL SOCIETY BOARD

Michael McCullough*	2018 – 2022
Bob Pugh	2018 – 2022
Hugh Rausch	2018 – 2022

LIBRARY BOARD

Vacant*	2018 – 2022
Vacant*	2018 – 2022

PARK ADVISORY BOARD

Vacant	2018 – 2022
Vacant	2018 – 2022
Vacant	2018 – 2022

SENIOR & COMMUNITY CENTER ADVISORY BOARD

Vacant	2016 - 2020
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City of Clearwater

STAFF AND BOARDS FULL LIST

2018-2019

ADMINISTRATIVE

Ron Marsh	City Administrator
Courtney Meyer	City Clerk/ Freedom Information Officer
Carol Reitberger	Deputy City Clerk & Treasurer
Austin Parker	City Attorney
Sharon Lampe	Billing Clerk
Kristina Rey	Senior & Community Center Director
Verna M Parret	Senior & Community Center Assistant
Rebekah Zook	Recreation Director (Joint Employee)

PUBLIC WORKS DEPARTMENT

Ernie Misak	Public Works Director
Kevin Bush	Public Works
Chadd Posch	Public Works
Cole Hollis	Public Works
Kenny Hughes	Dump Coordinator (PT)
John Mishler	Dump Coordinator (PT)
Patricia Seiler	Maintenance (PT)
Andrew Candillo	Seasonal

EMERGENCY SERVICES (FIRE AND EMS)

FIREFIGHTER/ EMS

Scott Cooper	Director/ Paramedic/ FF
Justin Patrick	Paramedic/ FF/ Training Officer
Esther Harp	EMS Captain/ AEMT/ FF
Michael Cowherd	EMT/ FF
Jared Dinwiddie	EMT/ FF
Josh Hecker	EMT/ FF

EMS ONLY

Lisa Corr	AEMT
Nick Haslam	EMT
Elizabeth Riddle-Kindle	EMT
Gabrielle Simon	Paramedic

FIREFIGHTER ONLY

Gary Berger	Asst Fire Chief/ FF
Kurtis Lauterbach	Asst Fire Chief/ FF
Carl Fry	FF Captain/ FF
Jason Templin	FF Captain/ FF

Trent Zimmerman	FF
Kolby Lauterbach	FF
John Oberley	FF
Rick Kindle	FF
Chadd Posch	FF
Trevor Carney	Probationary FF
John Van Klei III	Probationary FF

FIREFIGHTER CADETS

Luke Davis	Cadet
Caven Lewis	Cadet
Andy Rakes	Cadet
Haley Roberts	Cadet
Robert Schroeder	Cadet

POLICE DEPARTMENT

William Hisle	Chief of Police
Jason Gearhardt	Lieutenant
Lee Harp	Sergeant
Gareth Adams	Officer
Victor Heiar	Officer
Garrett Hoover	Officer
Darrell Haynes	Officer (PT)
Roy Riggs	Officer (PT)
Eric Smith	Officer (PT)
Brit Robertson	Officer (PT)
Steve McCorkhill	Officer (PT)
Al Daniels	Bailiff
Beverly Jo Johnson	Police Records/ Court Clerk
Becky L Hurtig	Municipal Judge
Larry Linn	City Prosecutor
Pat Lambert	Animal Control

AQUATIC CENTER

Chuck Reitberger	Pool Manager
Caden Carlson	Basket Room Attendant
Alexis Cash	Lifeguard
Chance Clark	Lifeguard
Carson Finney	Lifeguard
David Gerlach	Basket Room Attendant
Kylee Harman	Lifeguard
Makenzie Haslett	Lifeguard
Olivia Helmers	Lifeguard
Abby Hutchinson	Lifeguard

Brynn Noland	Lifeguard
Darryl Rylant	Basket Room Attendant
Daniel Schule	Lifeguard
Journey Schule	Lifeguard
Savannah Schule	Lifeguard
Cade Smith	Lifeguard
Tucker Stiles	Lifeguard
Ryan Vogel	Basket Room Attendant
Emma Willis	Lifeguard

CHISHOLM TRAIL RECREATION COMMISSION

CITY

Stormie Myers	2018 – 2022
John Hurley	2015 – 2019

USD 264

Steve Babb	2018 – 2022
Brian Christiansen	2016 – 2020

AT LARGE (appointed by Rec Commission)

Wayne Berntsen	2015 – 2019
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PARK ADISORY BOARD

Kevin McCune	2018 – 2021
Samantha Dillon	2018 – 2021
Vacant	2018 – 2019
Vacant	2018 – 2020
Vacant	2018 – 2022

PLANNING COMMISSION

Ron Witt	2015 - 2019 City
Lyle Berntsen	2016 - 2020 City
John Graham	2016 - 2020 County
Chad Pike	2016 - 2020 City
Crystal Taylor	2015 - 2019 City
Jennifer Clark	2015 - 2019 County
George Rudy	2015 - 2019 City

PUBLIC BUILDING COMMISSION

Bob Cumming	2015 – 2019
David Wells	2015 – 2019
Jeanne Long	2017 – 2021
David Papish	2016 – 2020
Chuck Reitberger	2016 – 2020

CLEARWATER FOUNDATION

Ron Marsh	City Seat
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REAP REPRESENTATIVES

Burt Ussery	2018
Ron Marsh	2018

HISTORICAL SOCIETY BOARD

Bob Pugh	2018 – 2022
Samantha Dillon	2016 – 2020
Michael McCullough	2018 – 2022
Hugh Rausch	2018 – 2022
Sue Smith	2015 – 2019
John Chitwood	2017 – 2021
Charles Becker	2017 – 2021
George Light	2017 – 2021
Clarice Sparr	Honorary Member

LIBRARY BOARD

Ashley Gerberding	2017 – 2021
Tricia Nichols	2015 – 2019
Caspa Reed	2015 – 2019
Vacant	2015 – 2019
Vicki Wise	2016 – 2020
Vacant	2015 – 2018
Katie Givens	2016 – 2020

SENIOR & COMMUNITY CENTER ADVISORY BOARD

Terry Sullivan	2017 – 2020
James Charles	2017 – 2020
Barbara Hufford	2016 – 2019
Marlene Hand	2016 – 2019
Vacant	2016 – 2019

(Summary Published in the Times-Sentinel
on the ____ day of May, 2018.)

THE CITY OF CLEARWATER, KANSAS

ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING DATES AND TIMES FOR SALE AND USE OF FIREWORKS WITHIN THE CORPORATE LIMITS OF THE CITY OF CLEARWATER, KANSAS; AMENDING SECTION 14-46 OF THE CLEARWATER MUNICIPAL CODE AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES OF THE CITY OF CLEARWATER, KANSAS IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS.

SECTION 1. AMENDMENT. Section 14-46 of the Clearwater Municipal Code is hereby changed and amended to read as follows:

"14-46. - Sale and use of fireworks.

- A. Retail sale of fireworks, date, time. The retail sale of fireworks, permitted upon application as set forth under Section 14-45 of the Clearwater Municipal Code, shall only be allowed commencing on the first date fireworks sales are authorized by the Kansas State Fire Marshall, in accordance with applicable Kansas Statutes and Kansas Administrative Regulations, through July 2nd between the hours of ten a.m. and ten p.m., and on the days of July 3rd and July 4th between the hours of ten a.m. and midnight.
- B. Use and discharge of fireworks, date, time. The use and discharge of such fireworks shall only be permitted on the days of July 1st through July 2nd between the hours of ten a.m. and ten p.m. and on the days of July 3rd and July 4th between the hours of ten a.m. and midnight.
- C. Public Display of Fireworks, Date. A public display of fireworks shall be permitted upon application as set forth in Section 14-45 on the days of July 3rd and July 4th. A public display of fireworks may be permitted on any other date after

application and approval by the city council and upon the conditions set forth by the city council in granting its approval.

D. Special circumstances, exceptions.

- (i) If July 5th falls on a Saturday in any calendar year, then the dates set forth in subsections B. and C. herein shall be extended to July 5th between the hours of ten a.m. and ten p.m.
- (ii) If inclement weather prevented the use and discharge of fireworks and the public display of fireworks on July 4th, the mayor in his discretion may notify members of the public that the dates set forth in sections B. and C. herein shall be extended to July 5th between the hours of ten a.m. and ten p.m."

SECTION 2. REPEAL. Clearwater Ordinance 991 and all ordinances or parts of ordinances in conflict herewith are hereby repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in force and effect after publication of its summary in the official City newspaper.

Adopted by the City Council this 8th day of May, 2018.

Approved by the Mayor this 8th day of May, 2018.

MAYOR, BURT USSERY

SEAL

ATTEST:

CITY CLERK, COURTNEY MEYER

**City of Clearwater
City Council Meeting
May 8, 2018**

Item: Temporary Note Sale

Background: On April 10th Council adopted Resolution 10-2018 calling for the sale of Temporary Notes for the Improvements to Chisholm Ridge Phase 3. The temp notes bid closes May 8, 2018 at 11:00am.

Analysis: As the next step in the process council will adopt a resolution awarding the sales of temp notes to the lowest bidder. Once awarded the closing of the sales and transfer of funds will take place on June 1, 2018.

Financial: Temp notes will be a 3-year temporary note before it needs to go into permanent financing.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Adopt the resolution awarding the temporary note bid.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MAY 8, 2018**

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

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2018, dated June 1, 2018, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of _____, was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

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

Yea: _____.

Nay: _____.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2018, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

**EXHIBIT A
BID TABULATION**

**\$752,000* CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES**

Dated: June 1, 2018
Series 2018

Sale Date: May 8, 2018
11:00 A.M., C.D.T.
Max Interest Rate: _____%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
INTEREST RATES:				
2021	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$ (_____)	\$ (_____)	\$ (_____)	\$ (_____)
[DISCOUNT:]	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
AVERAGE INTEREST RATE:	_____%	_____%	_____%	_____%

EXHIBIT B
(BID OF PURCHASER)

RESOLUTION NO. [____]

OF

THE CITY OF CLEARWATER, KANSAS

ADOPTED

MAY 8, 2018

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018**

RESOLUTION

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RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2018, OF THE CITY OF CLEARWATER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

<i>Project Description for Chisholm Ridge Phase 3:</i>	<i>Res. No.</i>	<i>Authority (K.S.A.)</i>	<i>Estimated Cost</i>
Water improvements	9-2018	K.S.A. 12-6a01 <i>et seq.</i>	\$154,810.00
Street improvements	9-2018	K.S.A. 12-6a01 <i>et seq.</i>	469,627.00
Drainage improvements	9-2018	K.S.A. 12-6a01 <i>et seq.</i>	50,231.00
Sewer improvements	9-2018	K.S.A. 12-6a01 <i>et seq.</i>	95,331.00
Total:			\$769,999.00

; and

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

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

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

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

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$752,000* to pay a portion of the costs of the Improvements.

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

ARTICLE I
DEFINITIONS

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

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

“Authorized Denomination” means \$5,000 or any integral multiples thereof, except one Note in denomination of \$2,000 (or such amount added to \$5,000 or an integral multiple thereof).

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

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

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

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

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Clearwater, Kansas.

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

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

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

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in

connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2018 created pursuant to *Section 501* hereof.

“Dated Date” means June 1, 2018.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2018 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2018 created pursuant to *Section 501* hereof.

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be June 1 and December 1 of each year, commencing December 1, 2018.

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

“Issuer” means the City and any successors or assigns.

“Kroll” means Kroll Bond Rating Agency, Inc., 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, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

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

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

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

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

“Note Registrar” means the Treasurer of the State of Kansas, Topeka, Kansas and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2018, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Fax:

(d) To the Rating Agency(ies):

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

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

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

Kroll Bond Rating Agency
845 Third Avenue, 4th Floor
New York, New York 10022.

“Notice Representative” means:

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

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

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

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

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

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

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

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

“Paying Agent” means the Treasurer of the State of Kansas, Topeka, Kansas, 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 or the federal home loan mortgage corporation; (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; (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); or (m) other investment obligations authorized by the laws of the State, all as may be further restricted or modified by amendments to applicable State law.

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

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

“Purchaser” means _____, the original purchaser of the Notes, and any successors and assigns.

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

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

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

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

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

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

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

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

“State” means the state of Kansas.

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. **Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2018, of the Issuer in the principal amount of \$752,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay interest on the Notes during construction of the Improvements; and (c) pay Costs of Issuance.

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

Stated Maturity <u>June 1</u> 2021	Principal <u>Amount</u> \$752,000*	Annual Rate <u>of Interest</u> _____ %
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The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

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

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

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

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

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

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

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

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

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

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

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer

or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

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

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

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

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

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

Section 207. **Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be

countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

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

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

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

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

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

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

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede &

Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

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

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

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

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

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

receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

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

Section 212. **Preliminary and Final Official Statement.** The Preliminary Official Statement dated April 10, 2018, is hereby ratified and approved.

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

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

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. **Redemption by Issuer.**

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on June 1, 2019, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2018.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2018.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2018.

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

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

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

(b) The sum of \$[_____] shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Notes (\$_____) and \$[_____], representing interest on the Notes during construction of the Improvements shall be deposited in the Improvement Fund.

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

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

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

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to

any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

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

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

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

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

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

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

Section 801. **General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. **Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 902. **Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

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

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

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

or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason,

it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. **Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. **Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. **Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 908. **Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. **Effective Date.** This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on May 8, 2018.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on May 8, 2018, as the same appears of record in my office.

DATED: May 8, 2018.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF CLEARWATER
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2018**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: June 1, 2018**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Clearwater, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2018 (the “Interest Payment Dates”), or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The

deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

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

LEGAL OPINION

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

GILMORE & BELL, P.C.

Attorneys at Law

100 N. Main Suite 800

Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Clearwater, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of June 1, 2018.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$752,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018**

DATED JUNE 1, 2018

Legal Opinion

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

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018**

DATED JUNE 1, 2018

CLOSING LIST

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

1. City of Clearwater, Kansas (the “Issuer”)
2. Austin Parker, Esq., Wichita, Kansas (“Issuer’s Counsel”)
3. Attorney General of the State of Kansas
4. Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent”)
5. _____ (the “Original Purchaser”)
6. Ranson Financial Group, LLC, Wichita, Kansas (the “Financial Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Water, Street, Drainage and Sewer Improvements**
 - Engineer’s Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 9-2018
 - Resolution No. 9-2018 authorizing water, street, drainage and sewer improvements (recorded)
 - Affidavit of Publication of Resolution No. 9-2018

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

2. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 10-2018
3. Resolution No. 10-2018 authorizing the offering for sale of the Notes
4. Notice of Note Sale, Preliminary Official Statement and Certificate Regarding Preliminary Official Statement
5. Official Statement
6. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. [____]
7. Resolution No. [____] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

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

LEGAL OPINIONS

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

MISCELLANEOUS DOCUMENTS

18. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$752,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018
DATED JUNE 1, 2018

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and do hereby certify as of May 8, 2018, as follows:

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

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

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

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

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

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

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Burt Ussery	Mayor	04/2015 to 01/2020
	Councilmember	04/2013 to 04/2015
Yvonne Coon	Councilmember	01/2018 to 01/2022
Chris Griffin	Councilmember	04/2013 to 01/2018
Laura Papish	Councilmember	04/2011 to 01/2020
William Titterinington	Councilmember	11/2016 to 01/2020
Shirley Palmer-Witt	Councilmember	01/2018 to 01/2022
Courtney Meyer	Clerk	N/A
Carol Reitberger	Treasurer	N/A

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

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. [____] (the “Note Resolution”) of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying a portion of the costs of certain certain drainage, sanitary sewer, street, and water improvements that serve a defined benefit district (the “Improvements”) authorized by the governing body of the Issuer pursuant to K.S.A. 12-6a01 *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas.

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

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

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

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2018, is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$15,180,758
Tangible Valuation of Motor Vehicles (2017).....	<u>2,907,637</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$18,088,395

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

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

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2018, Dated June 1, 2018, of the City of Clearwater, Kansas

Sources of Funds:

Principal Amount of the Notes	\$752,000*. ⁰⁰
[Underwriter's Discount/Compensation]	-
[Original Issue Premium]	-
[Original Issue Discount]	-
Total	\$

Uses of Funds:

Deposit to Improvement Fund	\$
[Capitalized Interest]	
Costs of Issuance	
Total	\$

EXHIBIT B

CITY OF CLEARWATER, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of June 1, 2018)**

GENERAL OBLIGATION BONDS

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Included In Debt Limitation
General Obligation Refunding Bonds ⁽¹⁾	2012	08/01/2012	10/01/2024	\$2,535,000	\$1,415,000	\$314,554
General Obligation Bonds	2013	03/29/2013	10/01/2028	440,000	345,000	176,881
General Obligation Bonds	2014	04/01/2014	10/01/2034	790,000	715,000	310,310
General Obligation Bonds	2015-A	07/15/2015	10/01/2026	940,000	885,000	338,936
General Obligation Refunding Bonds	2015-B	07/15/2015	10/01/2023	620,000	470,000	414,446
General Obligation Bonds	2017-A	12/12/2017	12/01/2033	611,000	<u>611,000</u>	<u>332,343</u>
Totals					\$4,441,000	\$1,887,470

⁽¹⁾ A substantial portion of the bonds to be paid from Sewer System Revenues

**Temporary Notes Outstanding
(As of December 12, 2017)**

Description of Indebtedness	Series	Dated Date	Maturity Date	Original Amount	Amount Outstanding	Amount Included In Debt Limitation
General Obligation Temporary Notes*	2018	06/01/2018	06/01/2021	\$752,000*	\$752,000*	\$458,650

* This Issue

AGREEMENT BETWEEN ISSUER AND AGENT

\$752,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018
DATED JUNE 1, 2018

THIS AGREEMENT, dated as of June 1, 2018, between the City of Clearwater, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

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

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

III. COMPENSATION

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

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

IV. STANDARD OF PERFORMANCE

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

A. STATEMENTS OF OWNERSHIP

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

B. CERTIFICATED SECURITIES

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

C. INTEREST CALCULATIONS

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

decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. SURRENDER

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

E. TRANSFERS AND EXCHANGES

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

F. REGISTRATION DATES AND FUNDS FOR PAYMENTS

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

G. REPLACEMENT OF SECURITIES

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

H. **REDEMPTIONS**

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

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

I. **MISCELLANEOUS**

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

J. **REPORTS**

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

K. **CONSTRUCTION**

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

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CITY OF CLEARWATER, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

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

(SEAL)

By _____
Director of Bond Services

ATTACHMENT "A"

SAMPLE

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

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

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

**\$752,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018
DATED JUNE 1, 2018**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on June 1, 2018 (the "Closing Date"), the City of Clearwater, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of _____, as the Underwriter (the "Underwriter") in distributing the Notes.

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

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

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CITY OF CLEARWATER, KANSAS

Dated: May 8, 2018

By: _____
Clerk

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

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Notes.

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Temporary Notes, Series 2018, dated June 1, 2018, of the City of Clearwater, Kansas

Dated: June 1, 2018.

The formal Closing of the above-referenced Notes has occurred, and DTC is hereby authorized to distribute the Notes as previously agreed:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

The Closing of the above-referenced Notes did not occur and DTC is requested to return the Notes to the custody, control and possession of the Agent:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

CLOSING CERTIFICATE

\$752,000*
CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2018
DATED JUNE 1, 2018

The undersigned Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of June 1, 2018 (the "Issue Date"), as follows:

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

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated May 8, 2018 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, as amended, and Resolution No. [____] of the Issuer duly adopted by the governing body of the Issuer on May 8, 2018 (the "Note Resolution") for the purpose of paying a portion of the costs of certain certain drainage, sanitary sewer, street, and water improvements that serve a defined benefit district (the "Improvements").

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

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated April 10, 2018 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

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

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

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Mayor

(SEAL)

Clerk

[FORM OF BOND COUNSEL OPINION]

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

[June 1, 2018]

Governing Body _____
City of Clearwater, Kansas _____

Re: \$752,000* General Obligation Temporary Notes, Series 2018, of the City of
Clearwater, Kansas, Dated June 1, 2018

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

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

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

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

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

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

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

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Notes (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Notes other than as expressly set forth in this opinion.

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

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.