



City of Clearwater Council Meeting Agenda
Tuesday June 25, 2024, at 6:30pm
129 E Ross Clearwater, KS 67026

Please join my meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/ClearwaterCouncilMeeting>

You can also dial in using your phone.

United States: [+1 \(669\) 224-3412](tel:+16692243412)

Access Code: 304-128-245

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/304128245>

1. **Call to Order/ Invocation and Flag Salute**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. **Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [Previous Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
 - c. [Mayoral Appointments](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [Wood Street Addition Incentives](#)
 - b. **Action:** [Temporary Alcohol Permit – Fall Festival](#)
 - c. **Action:** [Library Board Budget Presentation](#)
 - d. **Action:** [Notice of Award – Pearson Construction](#)
 - e. **Action:** [2024 Road Project – Sidewalks](#)
 - f. **Discussion:** [N. of Chisholm Ridge Property Development Concept](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

City of Clearwater Council Workshop Agenda
Tuesday June 25, 2024, following Council Meeting
129 E Ross Clearwater, KS 67026

1. **Call to Order**
2. **Budget Discussion**
3. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 22

Ordinance: 1109

Resolution: 09-2024

NOTICE: SUBJECT TO REVISIONS

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

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
June 11, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

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

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Amber Ives, Kirk Ives, Cole Hollis, Jared Dinwiddie and City Attorney Scott Ufford.

Others Present:

Andy Jacobs and Logan Mills.

3. Approval of Agenda

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

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

4. Public Forum

Andy Jacobs from Safety Tec wanted to discuss the City Brush Dump site. He would like to see hours and usage expanded and he would manage it. Council asked him to put together a presentation for the City Administrator to review and present to Council.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Approve Hire Seasonal Mower – Kade Matthews

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – The Brush Dump will be open from sun-up to sun-down for the remainder of the week, possibly longer if needed. Public Works will be removing the limbs from the roadside first, then parks then alleys as they have time to pick them up. The normal operating hours are Tuesdays and Thursdays from 4p-7p and is for City residents only. Since the damage seemed to be City wide, the City decided to have Public Works help with the clean-up, the debris must be left at curbside. The City may have to work with some property owners for the bigger trees.
- Fire Department – Jared Dinwiddie – The training on Saturday was a “train the trainer” with all but about 2 members participating. The open house will be on July 20th.

- Police Department – Kirk Ives – Council asked if vehicle #5 was a total loss. Insurance is in touch with Davis Moore to see what they can do if anything to fix it since Police vehicles are hard to come by. The estimate for repair has been received. There were no injuries and full coverage is held on the vehicles.
- Public Works/Parks – Cole Hollis – Walter asked if Public Works noticed the Porta Potties at the Sports Complex were tipped over, Hollis is aware and has it on his list to do. Council expressed their appreciation for Public Works picking up the limbs from the storm. Council discussed the trees on the road by the Cemetery. Zollinger stated the trees in the right of way on the East side is the Cemetery’s responsibility. Hollis stated the trees on the West side of the street are to be maintained by the City and is on their radar.
- Senior Center –Amber Ives – Council noticed and is happy with the growing number of attendees. Ives said there was a full house for the Lunch and Learn today. There were about 49 new members in 2023 with about 230 people attending different events. The capacity for the Senior Center is around 200 people without chairs and tables and 100 with table and chairs they believe. Council discussed referring people with questions regarding the Senior Center to Ives. Commodities will come in tomorrow with an additional day for picking up apples and milk. Ives has secured 15 Windsurge tickets and believes that 14 have sold.

7. Business

a. Clearwater Booster Club Temporary Alcohol Permit

Clearwater Booster will be hosting their annual BBQ at the City Park shelter on Saturday August 17th from 6:30 PM to 9:30 PM. August 24th will be the date in the event of bad weather. They are requesting the council to consider the temporary alcohol permit for Reflection Mobile Bar Service to cater the event. They will essentially have the same set up as the past 2 years, with double fencing around shelter 3 to use as their designated “beer garden” area. Reflection Mobile Bar Service is licensed with ABC. Their privileges allow the licensee to sell and serve alcoholic liquor for consumption on unlicensed premises and other activities as authorized by K.S.A. 41-2643. The Clearwater City Code 4-1 (b) states council can grant a temporary permit to allow alcoholic liquor on city property if an alcoholic liquor license has been obtained from the state. With the Booster Club being a 501c3 that solely operates to raise funds for student activities at the High School, they are also requesting the fees for the Shelter reservations to be waived. Council discussed waiving the fees would set a precedent on future events. Robben is not in favor of waiving the fees since it is a revenue for the City. Shore stated it could be made up with the sales tax collected from the Mobile Bar services.

Motion: *Warkins* moved; *Shore* seconded to approve the temporary permit for the Clearwater Booster Club. Voted and passed unanimously with *Palmer-Witt* abstaining from the vote.

Motion: *Warkins* moved; *Palmer-Witt* seconded to approve waiving the \$90 reservation fee for the shelters for the Clearwater Booster Club. Voted and passed unanimously with *Robben* abstaining from the vote.

b. Twin Valley Sign Approval in Right of Way

Twin Valley has requested to place an informational sign near 4th street next to their driveway. Since the location is not private property it must be approved by the governing body. If approved, the City’s permit fee for this sign would be \$43.00. Placement of this sign would not impede sight. Council discussed the sign being permanent and having their address on it. Zollinger stated if the sign was to be replaced, it would still have to come to Council for approval and the dimensions must meet certain requirements per City Code. The sign will be about 30 feet from the road.

Motion: *Shore* moved; *Warkins* seconded to approve the request by Twin Valley. Voted and passed unanimously.

c. Award Bid – 2024 Road Reconstruction Project

An invitation to bid on the 2024 Reconstruction project for proposed full depth concrete/asphalt, proposed spot repair with mill and overlay, mill and overlay, crack seal, curb and sidewalks went out on April 25. Four companies bid on the project:

	Total Bid No Alternatives	Total Bid + Add-Alt A (concrete)	Total Bid + Add-Alt B (half closure)	Total Bid + Add Alt A & B
PPJ Construction	\$4,527,995.10	\$4,940,904.10	\$4,539,995.10	\$4,952,904.10
Pearson Construction	\$4,613,702.10	\$4,953,968.10	\$4,734,202.10	\$5,074,468.10
APAC Shears	\$4,861,589.02	\$5,562,206.02	\$4,903,589.02	\$5,604,206.02
Kansas Paving	\$7,565,464.82	\$8,261,568.82	\$7,637,464.42	\$8,833,568.82

PPJ Construction was the lowest bidder for the project. CED is confident their finished product will be good based on their references. However, PPJ has not been a general contractor for a project of this nature. PPJ stated that they would be sub-contracting Pearson for the asphalt work. Pearson Construction also has a good, finished product and has worked on large projects of this nature as a general contractor. Because PPJ and Pearson could potentially be working on this city project, Logan Mills, Harlan Foraker and Zollinger met with both contractors to see, if awarded, how the project would be managed. During the discussion the subject of full road closure vs half road closure was discussed. APAC was not included in the meeting since the City was leaning more towards using the lower bidder and since PPJ and Pearson subcontract together, this is why they were included. Each contractor said full road closure will leave the city with a better finished product. When you demolition half the road at a time, trying to create a good crown becomes very difficult. Pearson stated on projects where full road closure is necessary, they work with residents to allow local access only to their driveways and not through traffic. They would install rock "ramps" so people can come and go as needed. There would be minimal "no access" times when asphalt or concrete is being poured over the course of the project. Those who don't have drives in the front would have to park on a side street or through alley access. This would be the case even if half road closure is chosen. The difference for half vs full road closure with PPJ was \$12,000 and for Pearson was \$120,496. When comparing asphalt to concrete on fully reconstructed roads, CED had several things to consider. Asphalt is cheaper to install initially than concrete. For the same 5" pavement section, concrete costs about 60% more than the pricing we received. Concrete will hold heavier loads than asphalt, but since we are using 6" of reinforced crushed rock base underneath the pavement, this helps the asphalt handle more loading. Asphalt does require more long-term maintenance than concrete, but patches in the road due to water main breaks cost less than concrete patches. They said asphalt has a typical life span of 25 years with proper maintenance, while concrete can last up to 40 years. We could assume a treatment of 'rejuvenating seal' and 'mill & overlay' for the asphalt pavement to extend its service life by 15 years so we can compare pavement costs at 40 years. We are proposing 23,266 SY of reconstructed asphalt pavement with this project, meaning we can assume \$302,458 of maintenance costs (based on \$13/SY) for the asphalt lifespan. Comparatively based on the lowest bidder, the concrete add-alternate amounted to \$412,909. It was mentioned to PPJ that it is possible Council will vote to continue with asphalt roads since a maintenance schedule is established for the city streets. PPJ said if the city chooses to go with asphalt, they should hire Pearson Construction. PPJ bid on the project hoping that there would be more concrete, which is their specialty. If asphalt were the product, the asphalt would already come from Pearson. The subject of "breaking up the project" was introduced. Each contractor was aware that the project was separated into blocks so Council had the option to break this project up into smaller segments. Both contractors would like to re-price their items if the project gets broken up. It was asked how much of an increase it would be and each explained that it really depends on what roads are selected because there are different material needs for different areas. They couldn't pin down a percentage increase, but it could be anywhere from 5% - 30% increase.

	Section 1	Section 2	Section 3	Sidewalks Only	Crack seal	Total
PPJ	\$1,460,797	\$2,263,783	\$549,676	\$247,488	\$6,250	\$4,527,995
Pearson	\$1,495,407	\$2,307,679	\$505,352	\$297,763	\$7,500	\$4,613,702

CED and Zollinger discussed and weighed the advantages of each contractor. Both would turn out a good product. PPJ was the lower bidder, but Pearson has more experience and may be better at communicating with residents when it comes to road closures. In January 2024 a 1% sales tax was put in place to assist with the City's infrastructure costs. The Kansas Department of Revenue estimated based on sales they saw in Clearwater that a 1% sales tax would generate \$220,000 annually. An annual payment for a \$5,000,000 project over 20 years is approximately \$378,500. A sales tax was needed to help offset the cost to property owners. Since the 1% has been implemented the city estimates to receive around \$275,000 annually which will reduce the need to raise property taxes for this project's purpose. If approved, it is recommended for the City take out a temporary note to pay for

the project. That temporary note would come due after three years, where the city would then finance it as a 20-year General Obligation Bond. In the three years the temporary note is active the City will be able to save the sales tax revenue each year plus any other annual contributions to make a down payment on the project so the full \$5,000,000 does not have to be amortized with interest. This would reduce the annual payment to \$310,000 or lower (depending on the down payment) instead of \$375,000. That is nearly a 3-mill difference in the City's budget. Staff recommends awarding the bid in its entirety and not breaking it up into segments. This would increase the price per section, and we can anticipate that pricing will not go down in the future. Because S Prospect between Ross and Kansas has school buses and heavy trucks from Garretson Equipment it is recommended to go in with concrete on this section and asphalt on the other reconstruction segments.

Prospect – Ross to Kansas	Asphalt for Segment	Concrete for Segment	Price Difference
PPJ	\$239,510.90	\$290,221.90	\$50,711
Pearson	\$216,745.40	\$257,015.90	\$40,270.50

Staff also recommend going with the full-road closure vs half road closure. This would help ensure the road crown and drainage meet the needs of the area. Full road closure will still allow local access just not through traffic. Logistics for this process can be talked through after a contractor is selected. While the price is not significant with PPJ, we are more concerned with the end product. Staff believe the two lowest bid contractors will do a good job. We are leaning towards Pearson Construction since we are recommending more asphalt than concrete work for the project.

	Total Bid No Alternatives	Total Bid + Add-Alt A (concrete)	Total Bid + Add-Alt B (half closure)	Total Bid + Add Alt A & B
PPJ Construction	\$4,527,995.10	\$4,940,904.10	\$4,539,995.10	\$4,952,904.10
Pearson Construction	\$4,613,702.10	\$4,953,968.10	\$4,734,202.10	\$5,074,468.10

Logan Mills was present and stated that PPJ is a small company with about 40-50 employees compared to Pearson (previously Cornejo) which is a much larger company. He reiterated that Pearson usually subcontracts with PPJ for jobs like curb and guttering, and any concrete work. Council asked how many days this job is projected to take, Mills stated both companies has submitted 250 working days which does not include weekends, holidays or bad weather days. CED will do all the inspections for the project. Council discussed material testing, drainage at intersections being concrete and the references for PPJ which was the City of Wichita. Council then discussed the sidewalk portion of the project. Palmer-Witt does not think the sidewalks should be done since it is an added maintenance to the homeowner and the current sidewalks are in bad shape. Council then discussed the walkability policy that Council adopted in 2017 that was included in the Comprehension plan. Mayor Ussery asked Council who would like to keep sidewalks in the project, Robben, Palmer-Witt, Warkins and Walter all stated no, Shore said yes. Whoever is awarded the project has stated that they would be willing to come to a meeting for further discussion. Council discussed zoning on Prospect, Zollinger stated she still has a list to review, and Garretson is on the list. The School and Garretson are on Prospect and use more heavy traffic on that road which is why concrete is being proposed for this portion. The project will come with a 2-year warranty per Mills. Council discussed half vs full closure and the crown of the road as well as closures being around 28 days. If this project is awarded, they would be ready to start in July.

Motion: **Walter** moved; **Warkins** seconded to award the bid to Pearson Construction with no alternative except for add alt-a for Prospect Ave between Ross and Kansas not to exceed 4,653,972.60 with full road closure. Voted and passed unanimously.

Governing Body

Walter – The Hammers Prairie Park and Nature Center Ceremony was lovely and a neat experience.

Shore – Seconded Walter.

Warkins – Agreed that the Hammers Ceremony was nice.

Palmer-Witt – Agreed about Hammers. She asked about AYSO paying anything for the use of the fields.

Zollinger stated AYSO only pays for the rental of the Porta Johns currently.

Robben – Agreed with the rest of the Council regarding Hammers Prairie Park and Nature Center. He also expressed his appreciation for the response to clean up after the storm.

Ussery – Mayor expressed his deepest gratitude to Chief Ives and Officer Jacks for all their participation

for the Hammers Prairie Park and Nature Center Dedication and Memorial. Hammers wanted to let Officer Jacks know that they would be willing to pay for him to go to DC for the Memorial they hold. Mayor Ussery also wanted to express his appreciation towards Public Works for all the signage installed and mowing in preparation for the Dedication. He would like to put an emergency sign up for the emergency entrance at the park. There has been a volunteer group willing to work on removing the trees in the park. According to the MOU there are not allowed to be any trees in the park. The remaining fence installation has been funded by Hammers Prairie Park and Nature Center Foundation.

1. **Executive Session**

None.

2. **Adjournment**

Motion: *Warkins* moved; *Palmer-Witt* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:12 PM

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the June 11th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 25th day of June 2024.

Jaye Poe, City Clerk

Check Register Report

Date: 06/18/2024

Time: 1:54 pm

Page: 1

City of Clearwater

BANK: EMPIRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPIRISE BANK Checks								
50804	06/19/24	Printed			AMAZ	AMAZON BUSINESS	ACCORDIAN/CLASP ENVELOPES	294.85
50805	06/19/24	Printed			AS1	ASSESSMENT STRATEGIES, LLC	NEW HIRE TESTING	315.00
50806	06/19/24	Printed			BET 1	BETTS PEST CONTROL	CITY/POLICE PEST CONTROL	214.00
50807	06/19/24	Printed			BPEC	BUSINESS PROTECTION EQUIP CORP	YEARLY SHREDDER CONTRACT	249.50
50808	06/19/24	Printed			CKS	CENTRAL KEY & SAFE CO, INC	LOCKS AT WELLS	45.00
50809	06/19/24	Printed			CPSS1	CENTRAL POWER SYSTEMS & SERV	GENERATOR REPAIR (BOTH LINES)	983.64
50810	06/19/24	Printed			CED2	CERTIFIED ENGINEERING DESIGN	2024 STREET PROJECT DESIGN #2	175,560.82
50811	06/19/24	Printed			CLEARWATE	CLEARWATER PUBLIC LIBRARY	LIBRARY APPROPRIATION	48,820.90
50812	06/19/24	Printed			DDM	DENISE DONNELLY-MILLS	APPOINTED ATTORNEY	300.00
50813	06/19/24	Printed			GAL1	GALL'S INC.	SHIRTS FOR MCGUIRE	218.27
50814	06/19/24	Printed			GBN	GBN, P.A.	2023 AUDIT	13,585.50
50815	06/19/24	Printed			GT	GT DISTRIBUTORS, INC	GLOCK WITH NIGHT SIGHT	484.00
50816	06/19/24	Printed			JHS1	J & H STORAGE	JULY RENT	100.00
50817	06/19/24	Printed			JAKE J	JOHNSON JAKE	REFUND WATER/SEWER TAP FEE	1,214.00
50818	06/19/24	Printed			KILE	KILE MAUREEN	CANCELLED PARK SHELTER 6-15-24	45.00
50819	06/19/24	Printed			LCS1	LOWE'S	CHAINSAW CHAIN	624.54
50820	06/19/24	Printed			MCDONALD	MCDONALD TINKER PA	MAY ATTORNEY FEES	1,752.59
50821	06/19/24	Printed			METRO	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS MAY 2024	2,848.82
50822	06/19/24	Printed			MIES	MIES CONSTRUCTION	PAYMENT REQUEST #5	185,085.67
50823	06/19/24	Printed			MIG1	MIZE'S THRIFTWAY	KEY	165.43
50824	06/19/24	Printed			MTRL	MOTOROLA SOLUTIONS, INC	RADIO HOLDERS CHIEF & JACKS	64,631.42
50825	06/19/24	Printed			MC05	MULVANE COOP	WEED KILLER	737.10
50826	06/19/24	Printed			NAT SIGN	NATIONAL SIGN COMPANY INC	HAMMER PARK SIGNS	385.00
50827	06/19/24	Printed			NEIGH	NEIGHBORS JUSTIN	COURT OVERPAY 24-83	1.09
50828	06/19/24	Printed			PAVEY	PAVEY DENNIS	WATER BILL OVERPAYMENT	3.44
50829	06/19/24	Printed			PEI	PERSONNEL EVALUATION INC.	PRE HIRE ORR	25.00
50830	06/19/24	Printed			PCA1	PETTY CASH	FIRST AID SUPPLIES/POOL	52.30
50831	06/19/24	Printed			RCI1	RENN & COMPANY, INC.	CORRECTED UMBRELLA INS 24-25	4,247.00
50832	06/19/24	Printed			RJ01	ROASTER JOE'S	POLICE DEPT	118.83
50833	06/19/24	Printed			SAFE	SAFETY TEC	FIRE EXTINGUISHER INSPECTIONS	922.46
50834	06/19/24	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	FITTINGS	200.00
50835	06/19/24	Printed			SOS	SECRETARY OF STATE	OSTGREN NOTARY	25.00
50836	06/19/24	Printed			SCDF	SEDGWICK COUNTY	MAY PRISONER HOUSING	4.82
50837	06/19/24	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7 ELECTRIC CHARGE	1,769.77
50838	06/19/24	Printed			TCI1	TERRACON CONSULTANTS, INC.	ASPHALT TEST	415.50
50839	06/19/24	Printed			TCE1	TRI-COUNTY ELECTRIC CORP.	SCOREBOARD/STREET LIGHT	645.46
50840	06/19/24	Printed			TRUG	TRUGREEN	PARKS AND SR CTR LAWN/CARE/GRUB	2,359.00
50841	06/19/24	Printed			WCI1	WASTE CONNECTIONS, INC.	TRASH AND RECYCLE	16,882.61
50842	06/19/24	Printed			WL01	WHITNEY LANDSCAPING	SP COMP/CITY PK/SR CTR/CONCESS	5,245.00
Total Checks: 39								Checks Total (excluding void checks): 531,578.33
Total Payments: 39								Bank Total (excluding void checks): 531,578.33

Check Register Report

Date: 06/18/2024

Time: 1:54 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
3028	06/19/24	Printed			VISA	CARDMEMBER SERVICES	STATEMENT	3,028.98
3029	06/19/24	Printed			CLA1	COLONIAL LIFE	PREMIUM	56.96
3030	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W. ROSS	454.25
3031	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	107 S. GRAIN	57.91
3032	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E ROSS	473.63
3033	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	400 W. ROSS	150.03
3034	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	604 E. ROSS	143.77
3035	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	650 E. ROSS	724.46
3036	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS	525.24
3037	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	11159 S. 135TH W	382.72
3038	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	198.75
3039	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	901 CLEARCREEK LIFT	136.09
3040	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	26.57
3041	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS	101.08
3042	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1100 E. ROSS	26.55
3043	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	602 E. ROSS	232.85
3044	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS ST	35.62
3045	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,408.76
3046	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	51.26
3047	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9731 S. 135TH ST W	25.29
3048	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1200 E ROSS	26.55
3049	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9801 S. 135TH W PUMP	148.96
3050	06/19/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	414.53
3051	06/19/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	SALES TAX MAY 2024	324.23
3052	06/19/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	POOL CONCESSION SALES TAX MAY	117.83
3053	06/19/24	Printed			KANSAS	KANSAS TURNPIKE AUTHORITY	TRIPS TO LAB AND RADAR BLDG	2.80
3054	06/19/24	Printed			SAM1	SAM'S CLUB	STATEMENT	1,289.94
3055	06/19/24	Printed			SER	SERIOUSLY SEO, LLC	SOCIAL MEDIA MGMT JUNE JULY	650.00
3056	06/19/24	Printed			VER	VERIZON WIRELESS	APR-MAY STATEMENT	478.00

Total Checks: 29

Checks Total (excluding void checks):

12,693.61

Total Payments: 29

Bank Total (excluding void checks):

12,693.61

Total Payments: 68

Grand Total (excluding void checks):

544,271.94

**City of Clearwater
City Council Meeting
October 20, 2022**

Mayoral Appointment

Context: Per City code, Mayor appoints members of City Boards and Commissions to staff each entity or fill vacancies. The Clearwater Historical Museum Board would like to have Randy Joslin serve the last year of Charles Becker's term (2021-2025). The mayor has reviewed the appointment and asked that council approve his appointments:

Randy Joslin 2024-2025

Per City code 2-166 Mayor appoints representatives for Clearwater Public Library.

Pam Roberts 2024 - 2028

Pam will be filling the vacant seat on the Library Board.

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the mayor's appointment

Mayor Ussery,

The Clearwater Historical Museum Board would like your approval of Randy Joslin to serve the last year of Charles Becker's term.

Charles wanted to end his term early because of health reasons.

Randy is an employee of our school district and is very interested on being a part of the board.

Thank you,

Glenda Gifford
Director

Jaye Poe

From: cpldirector@sktc.net
Sent: Friday, June 21, 2024 8:05 AM
To: Jaye Poe
Subject: Library Board Member

Good Morning,

At our meeting my board voted Pam Roberts to take our open seat on the board.

Thanks,
Jessica

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: June 20, 2024
Re: Administration Report

- Twin Valley requested to have their address updated on 4th street to a 4th street address. The city had the address as 9951 S 135th Street before it was annexed into the city. The new address is 565 N 4th.
- A void under the road at 1st and Ross was discovered by Chief Dinwiddie. This was opened when Cox communications was using their hydrovac to locate their lines. Public Works has packed it with sand and capped it with cold patch. Public Works will continue to monitor the area and fill it when needed.
- Chisholm Trail Rec is done with their ball season at the sports complex. We are limiting reservations on Field #2 so the field has recovery time. The grass on Field #2 is fescue while the others are Bermuda. Since field #2 was completely resurfaced last year fescue was the best approach so there would be a good turf come February. Whitney Landscaping will be doing the aeration and seeding of all 3 fields starting September 1st and has requested they be closed from September 1st until the start of the school season in February because there will be a lot of new grass seed germinating.
- I met with a field liaison from LTAP (Kansas Local Technical Assistance Program) to go over training and grant options they can assist with.
- Cole and I met with KDOT, K & O, CDL, and HDR about the Tracy railroad crossing. K & O has received a grant from KDOT to upgrade the warning device. New flashing lights and gates will be installed with the grant. K & O also is receiving a grant to replace the surface as well. This project won't take place until their 2025 fiscal year. When K & O was there, we asked about our other crossings and only Tracy qualified for the grant. K & O, however, will see if they can do something about the surface of the Grant crossing with their available budget.
- Letters went out to the property owners of 100 E Ross to get their permission to install Christmas lights on their building during the Christmas season. The property owners letters were certified and the same letter was sent to their tenants, if they had them, regular mail, so they are aware too.
- I contacted Triple B to get a quote to fix some sidewalk squares at the Sports Complex. When Decker Electric was working on lights at the ball diamonds their trucks broke some of our sidewalk. When we get it fixed, we will send them the bill. I also asked Triple B to quote replacing the ramp on the southwest corner of 4th and Ross since the ramp is about 2-3" lower than the sidewalk. We also have a hole in the top of the drainage that runs under the street at Ross & Tracy on the Northwest corner.
- I reached out to Andy Jacobs to speak to him about his thoughts on the brush dump. I am waiting for his call back.
- The Planning Commission July meeting has been cancelled. They will meet in August to review the plat submission for the median at Park Glen Estates.
- The property swap between the Cemetery and the City surveys have been completed. The Mayor and Chairman will need to sign quit claim deeds signing over the property exchange and then both deeds and survey will then be filed with the Register of Deeds to complete the process.

Active Nuisances/ Code Violations

131 S Prospect
301 S 2nd

221 N Grant

226 N Prospect

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: June 20, 2024
Re: Fire Department Staff Report

- Clearwater Fire responded to **17** medical calls and **4** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **16** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **4** emergency calls.
- To Date: The CRV has been unstaffed **16** times.
- Fire members have begun training on the new engine. Department is currently having fire members drive a driving course and get familiar with handling the apparatus. Next training session will consist of pump operations for the apparatus.
- Chief Dinwiddie attended the Sedgwick County Fire Chief's quarterly meeting on the 15th. A big topic of discussion was 911 notification for rural departments and deployments for Wildland Task Force.
- The department will have an open house/push in ceremony for the new engine on July 20th from 4-6 P.M.
- The department has begun the transition process of converting our reporting software from Emergency Reporting to FireWorks
- Chief Dinwiddie will be out of town from June 23rd-July 1st. Officers Patrick, Fry, and Templin will be the point of contact for department issues during that time.



To: Mayor and City Council
From: Kirk Ives, Chief of Police
Date: June 20, 2024
Re: Police Department Staff Report

Officers:

Officer Ross has been on a military drill for two weeks and will be back Saturday the 22nd.

Officer Jacks is back from vacation.

We are still working on interviews for the open patrol position.

Police Clerk:

Has been finishing up the radio grant and have had the radios all programed.

Building:

Has no issues currently.

Vehicles:

Regular routine maintenance on the other vehicles has been completed.

On 06/07/2024 patrol vehicles #5 was involved in a chase. A suspect ran into the rear of the patrol vehicles causing damage to the rear. Front damage was also caused due to being pushed into the ditch. The suspect was in a stolen vehicle.

Insurance is covering the repairs on #5.

Matters of interest since last meeting on Police Activity:

We have had 64 dispatched/report calls with 4 arrests and 10 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members
From: Cole Hollis, Public Works Director
Date: June 25, 2024
Subject: Public Works Summary

- We had our triannual Public Water Supply inspection on Wednesday(12Th). KDHE inspected all our PWS facilities and our records and found no Major infractions. They did say they would cite us with a Minor or a Recommendation to start annually sending mailed letters to customers with backflow devices rather than asking in person or over the phone as we have in the past.
- KDOT held a meeting at the railroad crossing at Diagonal, Tracy, & Wood. They have identified that crossing as a high priority to install gates or cantilevers for traffic safety. Their current plan is to install 3 cantilevers. Two on Tracy Ave and One on Wood Ave. KO/WATCO was in attendance for the meeting. They asked about resurfacing the crossing and KDOT & WATCO agreed to a 90/10 split to include resurfacing the crossing with concrete. This project is currently planned for 2025. It was also discussed to try and match timing with the county's bridge replacement at that intersection also planned for 2025.
- In the aftermath of the June 9th storm, Public Works began cleanup efforts. This started with clearing the roads for travel and opening the brush dump for all. Public Works picked up debris left along the curb by residents from the 12th to the 21st. We started with the N&S roads moving West to East across the city. Then we picked up Park Glen, Chisholm Ridge, Rolling Hills, and Janet. After that, we moved to the E&W roads working North to South. We are now done with curbside clean up measures. If there is any debris left at this time the residents will be responsible for disposing of the debris. The current plan is for the brush dump to be left open for all at least until the 28th.
- The Generator at the EMS building failed to run during the power outage on June 9th. The generator was found to have been partially dismantled and the diesel drained out of it. Central power has since put it back together and we are looking into ways to secure the generator moving forward.
- Commodities were picked up and delivered to the senior center. Overflow is being stored at city shop.



Clearwater Senior Center

Staff Report

June 19, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

Things continue to be going great at the Center. We have a great time learning, eating and all the fellowship one could want.

Commodities have come and our numbers are HUGE! We have served 54 families so far this month. This is an increase of 14 families from the last distribution. I hope this trend continues as the year goes on. I would like to make a shout out to the Public Works Department for picking up and unloading all this food, and even storing some for a month. THANK YOU!

We have handed out 20 Farmers Market coupon booklets and have a waiting list for the second delivery of these checks. These are \$50 in coupons to be used at local farmer markets. Best news, we have a mobile market that come straight to the Center on the 2nd Thursday of each month.

We still have a few great events this June, please join us if anytime.

Please note a change to the Family Fun Night. We were unable to secure "Dear Friends" music group for July 1, so the event will be held one week later, on July 8th.

Respectfully,

Amber Ives

Senior Center Coordinator

Attendance	Monthly Participants (Unduplicated)	New to the Center	Commodities
January	60	1	0
February	96	13	42
March	82	3	0
April	90	7	40
May	105	5	0
June (so far)	97	8	54
TOTAL 2024	185	37	

A view of MOST of the food we were able to give out this month for commodities. One table full of food is not visible in the photo.

Blessed with SO MUCH FOOD!!



**City of Clearwater
City Council Meeting
June 24, 2024**

Wood Street Addition Triplex Incentive Request

Context: At the May 14, 2024, meeting Wheat State Capital Investments came before council asking them to consider offering incentives for the triplexes.

- 5-year 50% property tax rebate (city portion)
- 50% off building permits
- Waived Sewer and Water Tap Fees – including any boring costs

Wheat State Capital Investments stated, in order to keep the cost of rent down for the triplexes, these incentives would be necessary.

Mayor Ussery asked if Federal or State funding for low-moderate income housing was being sought after by the group. Weaver stated no the buildings would be funded personally and they would not be able to keep the rent low enough to qualify for section 8 housing.

Council discussed and stated their concerns with offering housing incentives to businesses. Council also pointed out that if incentives were considered then they should be considered city wide. Mayor asked if the council considered 3 years rebate vs 5 years if that would be enough. Weaver stated yes it would. The council agreed to review and consider the requests of Wheat State Capital Investments.

Since then, the governing body has reviewed past incentives for both residential and commercial programs that have been put in place since 2015. During budget discussion the council has also considered the impact of offering new incentives citywide, applying the same request Wheat State Capital has requested.

Wheat State Capital Investments is ready to move forward with their plans and would like council to strongly consider approving their request.

Financial:

Cost of Incentives for Wood Street Addition 2024:

- Administration – Loss in revenue for building permit \$1,750 – NO out-of-pocket cost
- Water Dept– Material and Labor Cost \$4,200 – \$3,200 Out of pocket cost - \$1,000 Staff Time only
- Sewer Dept – Loss in Revenue Labor Cost - \$1000 – Staff time only
- Total Year 1 Request Cost/ Discount = \$6,950

The following 5 years would be a 50% pay back obligation for the city for taxes.

Legal Considerations: review and comment as necessary.

Recommendations/Actions: Consider the request from Wheat State Capital Investments, LLC.

**City of Clearwater
City Council Meeting
June 25, 2024**

Clearwater Fall Festival Temporary Alcohol Permit

Context: Clearwater Fall Festival will be hosting their annual Fall Festival at City Park. They will be having a beer garden on Friday October 4th from 6pm-10pm and October 5th from 2:00 PM to 10:00 PM.

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

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

The Clearwater City Code 4-1 (b) states council can grant a temporary permit to allow alcoholic liquor on city property as long as an alcoholic liquor license has been obtained from the state.

Financial: There is no financial impact on the budget.

Legal Considerations: Review and comment as necessary.

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

CITY OF CLEARWATER, KANSAS
TEMPORARY PERMIT

FOR THE DRINKING OR CONSUMPTION OF
ALCOHOLIC BEVERAGE ON CITY PROPERTY

Requester: <i>Valen Palmer &</i>	<i>Scott Palmer</i>
Requester Group or Organization (if any):	<i>SRP Inc. DBA Refraction Mobile Bar Service</i>
Requester or Group Address:	<i>220 N. Salt Creek Ct.</i>
Permit Date(s) and Hours:	<i>Oct. 4+5, 2024 6-10pm on 4th + 2-10pm on 5th</i>

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

Service:	☐ Self Service	☒ Sales	☐ Other:
----------	---------------------------------------	---	---------------------------------

Description and Address of the Exact Area of the Clearwater City Property exempted by this Permit (Include a map with the area outlined):
<i>Parking lot of Clearwater Aquatic Center 145 N. Fourth Clearwater, KS 67026</i>

Additional Services Required (City Code 4-119(c)(5)):		
☐ Police	☐ Fire	☒ Other
Description: <i>We will have parents of a youth sports organization man the gates to check local IDs and help keep drinks restricted to inside the beer garden</i>		

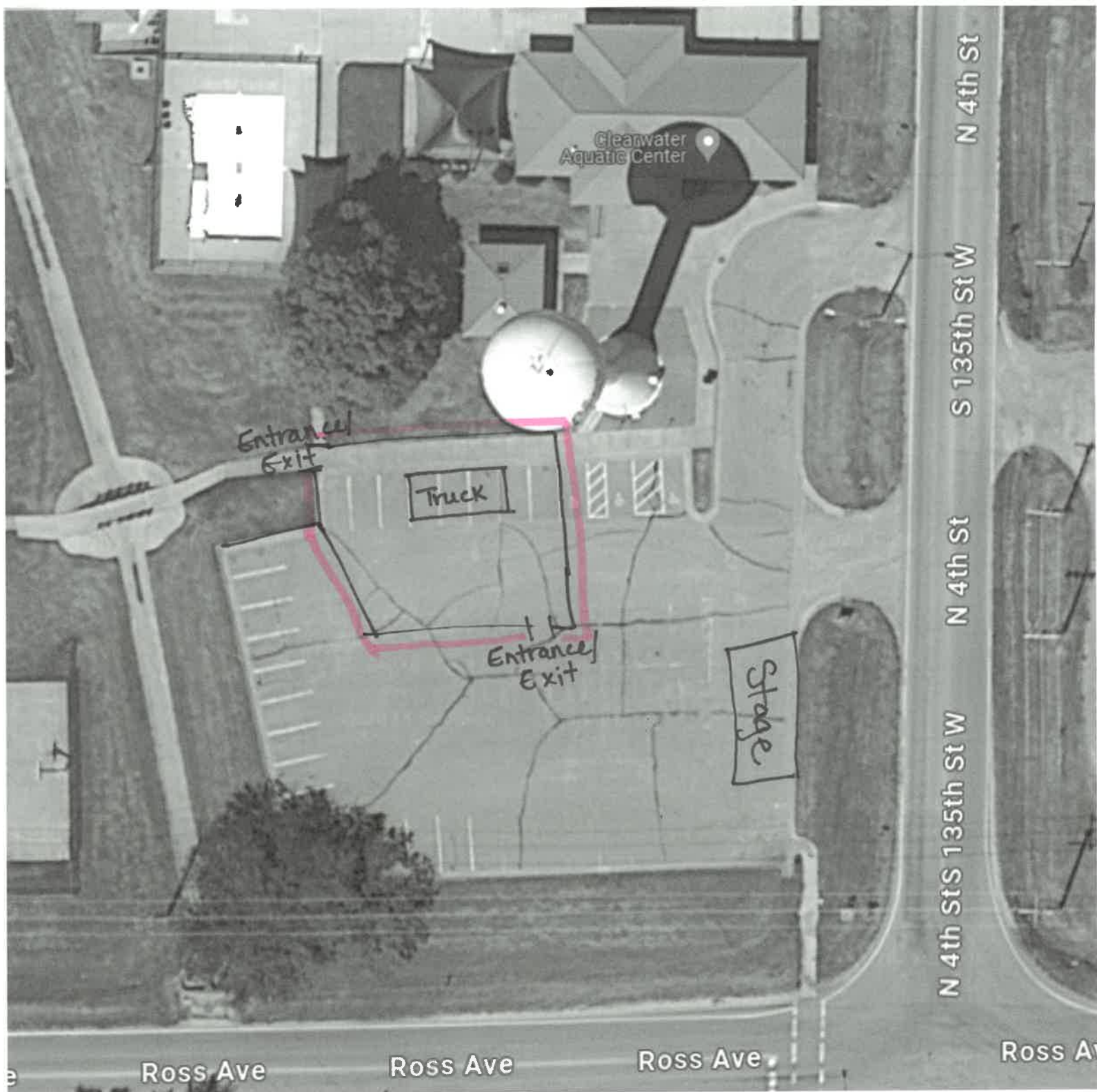
ISSUED this _____ day of _____, 20__.

SEAL

Burt Ussery, Mayor

ATTEST:

Jaye Poe, City Clerk



— Double Fence lines

Kansas Alcoholic Beverage Control Division
Liquor License
Caterer

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

LICENSE NO: 16512

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

PRIVILEGES:

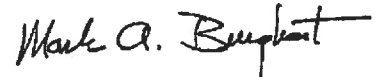
Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on unlicensed premises for limited durations at catered events and other activities as authorized by K.S.A. 41-2643.

AGREEMENT:

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



Debbi Beavers
Director, Alcoholic Beverage Control



Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 10/27/2023 EXPIRES: 10/26/2025

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

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

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

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

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

**City of Clearwater
City Council Meeting
February 27, 2024**

Clearwater Public Library Budget 2025

Context: The Library Board has submitted their budget to the City Council for approval. The Board can levy up to 6 mills each year by ordinance 1046.

Financial: In 2025 1 mill is equivalent to \$24,354.
The Board is requesting \$146,124 (6 mills) to carry their 2025 budget.

Legal Considerations: review and comment as necessary.

Recommendations/Actions: Accept the Library Board 2025 Budget

ESTIMATED STARTING BALANCE

LIBRARY BOARD OPERATING SUBMITTED TO COUNCIL

Revenues	YTD Actual					BUDGET		Variance
Dept: 000.000	2019	2020	2021	2022	2023	2024	2025	2024/2025
Intergovernmental	\$ 14,420.78	\$ 16,984.37	\$ 5,706.02	\$ 13,751.58	\$ 16,644.37	\$ 15,700.00	\$ 13,700.00	\$ (2,000.00)
Fines & Forfeitures	\$ 993.58	\$ 480.91	\$ 5,404.85	\$ 412.91	\$ 344.08	\$ 300.00	\$ 300.00	\$ -
Use of Money & Property	\$ 499.55	\$ 284.58	\$ 44.81	\$ 30.35	\$ 106.14	\$ 30.00	\$ 330.00	\$ 300.00
Miscellaneous	\$ 108,271.79	\$ 109,900.98	\$ 118,555.00	\$ 110,010.81	\$ 112,248.94	\$ 134,224.70	\$ 146,124.00	\$ 11,899.30
Revenues	\$ 124,185.70	\$ 127,650.84	\$ 129,710.68	\$ 124,205.65	\$ 129,343.53	\$ 15,700.00	\$ 160,124.00	\$ 144,424.00
BUDGETED	\$ 104,901.00	\$ 123,428.15	\$ 113,651.00	\$ 115,651.00	\$ 128,209.84	\$ 149,924.70	\$ 148,204.70	
VARIANCE	\$ 19,284.70	\$ 4,222.69	\$ 16,059.68	\$ 8,554.65	\$ 1,133.69			
Expenditures	YTD Actual					BUDGET		Variance
Dept: 000.000	2019	2020	2021	2022	2023	2024	2025	2024/2025
Personnel Services	\$ 80,883.62	\$ 78,373.16	\$ 77,411.60	\$ 78,985.47	\$ 86,587.40	\$ 114,127.92	\$ 125,709.76	\$ 11,581.85
Supplies & Materials	\$ 1,889.27	\$ 1,610.62	\$ 4,037.25	\$ 3,635.48	\$ 11,150.47	\$ 3,900.00	\$ 4,700.00	\$ 800.00
Contractual	\$ 11,443.08	\$ 10,786.65	\$ 10,027.62	\$ 11,118.55	\$ 45,335.30	\$ 19,500.00	\$ 20,500.00	\$ 1,000.00
Transfers Out	\$ 35,000.00	\$ 40,000.00	\$ 20,000.00	\$ 11,700.00	\$ 11,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
Dept: 000.000	\$ 129,215.97	\$ 130,770.43	\$ 111,476.47	\$ 105,439.50	\$ 154,073.17	\$ 138,527.92	\$ 151,909.76	\$ 13,381.85
Dept: 411.000 LIBRARY SYSTEM	YTD Actual					BUDGET		Variance
	2019	2020	2021	2022	2023	2024	2025	2024/2025
Library Programs & Materials	\$ 7,076.85	\$ 7,894.93	\$ 8,837.61	\$ 7,271.58	\$ 9,364.12	\$ 7,700.00	\$ 8,200.00	\$ 500.00
LIBRARY SYSTEM	\$ 7,076.85	\$ 7,894.93	\$ 8,837.61	\$ 7,271.58	\$ 9,364.12	\$ 7,700.00	\$ 8,200.00	\$ 500.00
TOTAL EXPENDITURES	\$ 136,292.82	\$ 138,665.36	\$ 120,314.08	\$ 112,711.08	\$ 163,437.29	\$ 146,227.92	\$ 160,109.76	\$ 13,881.85
TOTAL BUDGETED	\$ 116,768.40	\$ 131,578.15	\$ 133,583.58	\$ 130,881.66	\$ 123,803.81	\$ 149,924.70		
TOTAL VARIANCE	\$ (19,524.42)	\$ (7,087.21)	\$ 13,269.50	\$ 18,170.58	\$ (39,633.48)	CARRYOVER	\$ 14.24	

PERSONNEL SERVICES:

SUPPLIES & MATERIALS:	725.000	\$ 650.00	Cisco
		\$ 315.00	AVG

CONTRACTUAL:

720.007	Split Lease on copier with Donation Fund 223 since patrons use it as well
720.014	Pays for Cleaning Service (city pays 50% of service); Computer Support; Contracted labor.

LIBRARY PROGRAMS AND SUPPLIES

Materials - Subscriptions	\$ 60.00	Times Sentinel News
	\$ 1,278.31	Wichita Eagle
	\$ 1,910.00	Courier Service for ILL
Materials - Ebooks	\$ 800.00	Sunflower E Book Subscription

**City of Clearwater
City Council Meeting
June 24, 2024**

Notice of Award – Pearson Construction

Context: At the June 11, 2024, meeting city council approved hiring Pearson Construction for the 2024 Road Reconstruction Project using asphalt for all reconstruction roads except for Prospect from Ross to Kansas will use concrete.

Financial:

The approved project cost was not to exceed \$4,653,972.60.

Legal Considerations: review and comment as necessary.

Recommendations/Actions: Authorize the mayor to sign the construction documents.

CITY OF CLEARWATER, KANSAS

129 East Ross Ave.
Clearwater, KS 67026
(620)584-2311 Office
(316)584-3119 Fax

June 21, 2024

Mr. Kurt Cornejo
Pearson Construction, LLC
2901 N Mead St
Wichita, KS 67219

NOTICE OF AWARD

Re: Street Improvements for City of Clearwater
Clearwater, KS

Mr. Cornejo:

The Owner has considered the Proposal submitted by you for the above described project in response to its Invitation for Bids and Information for Bidders that bid on May 16, 2024.

You are hereby notified that your Proposal has been accepted by the Owner for items in the amount of \$4,653,972.60. You are required by the Information for Bidders to execute the Contract Agreement and furnish the required Performance Bond, Statutory bond, Maintenance bond, Certificate of Insurance within ten (10) days from the date of this notice to you and start construction not later than July 11th, 2024.

If you fail to execute said Contract Agreement and to furnish said Bonds within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to acknowledge receipt of this NOTICE OF AWARD to the Owner by signing in the appropriate space below and returning an original copy to this office.

Sincerely,

Mayor Burt Ussery
CITY OF CLEARWATER, KANSAS

I hereby acknowledge Receipt of the Notice of Award as of the date listed below:

Received by: _____

Date: _____

Company:

SECTION 1.4 CONTRACT AGREEMENT

THIS AGREEMENT, made as of _____ is
{Insert Effective Date of Agreement}

BY AND BETWEEN

The OWNER: **City of Clearwater, Kansas**
129 E. Ross Ave
Clearwater, KS 67026

And the CONTRACTOR: **Pearson Construction, LLC**
2901 N Mead St
Wichita, KS 67219

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements generally described as follows:

Street Improvements for City Clearwater, KS

Hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

ARTICLE 1 – WORK. It is mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by the Owner as set forth in the General Specifications, the Contractor shall furnish all labor, equipment, accessories and material (except material salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the project, in a good, substantial and workmanlike manner, ready to use, and in strict accordance with the Contract Documents, Drawings, Specifications, and all issued addenda as approved and on file with the City Engineer of Owner.

ARTICLE 2 – CONTRACT DOCUMENTS. It is hereby further agreed that any reference herein to the “Contract” shall include all Contract Documents as specifically set out in the Information for Bidders and General Specifications, and hereby made a part of this agreement as fully as if set out at length herein.

ARTICLE 3 – CONTRACT PRICE. In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$4,653,972.60

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement.
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER.
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Specifications.

ARTICLE 4 – PAYMENT. Upon completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth by the engineer. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Specifications.

ARTICLE 5 – CONTRACT TIME. The CONTRACTOR agrees to commence work within 20 calendar days. CONTRACTOR further agrees to complete said work within 250 working days of the commencement date stated, and forfeit a sum of **\$1,000** per calendar day in liquidated damages for each calendar day that the project remains incomplete over the specified number of working days. It expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration.

ARTICLE 6 – SUSPENSION. Owner shall have the right to immediately suspend or cancel Contractor's work under this Contract upon providing Contractor written notice to require Contractor to suspend the work or any part thereof. Contractor will, however, in such event be entitled to receive full payment for all equipment rental, material delivered, and supervision proportionate to the amount of work completed by him under the Contract, at the priced herein named. Determination of the amount due to the Contractor for the work completed at the time of project suspension will be determined by the actual work

completed at the time of suspension in the same manner (except the amount), as if the project had been completed. Such final payment shall not include any allowance to Contractor for any anticipated profits that might have accrued from the completion of said work, and Contractor agrees that he will assert no claim for damages against Owner on account thereof.

At any time after Contractor has suspended operations, either in whole or in part, Contractor will resume operations as requested by Owner, and upon receipt of written notice from Owner that Owner desires operations resumed, Contractor shall within ten (10) days resume work upon the Contract and diligently carry on the same.

ARTICLE 7 – MISCELLANEOUS.

- a. Contractor assumes all risks of delays occasioned by injunction lawsuits, or restraining orders and it is distinctly understood that Owner shall be in no manner held responsible for damages or otherwise for delays or suspension of work occasioned by injunction, lawsuits, or restraining orders caused by the default or neglect of Contractor.
- b. Contractor further agrees to indemnify and hold Owner free and harmless from all loss or damage caused by the neglect of duty or malfeasance of Contractor or their agents or employees in the performance of this Contract.
- c. Contractor understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the work.
- d. Contractor understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the Owner or Engineer.
- e. Contractor understands and agrees that it shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.
- f. Owner and Contractor each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 8 – OWNER’S REPRESENTATIVE. The OWNER’S representative, herein referred to as ENGINEER, is defined as follows:

**Certified Engineering Design, P.A.
1935 W. Maple
Wichita, KS 67213**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST

ATTEST

By: _____

By: _____

Title

Title

SECTION 1.6 PERFORMANCE BOND

1.6.01 KNOW ALL MEN BY THESE PRESENTS that Pearson Construction, LLC.

as Principal, hereinafter called Contractor, and _____

_____ as Surety,
hereinafter called Surety, are held and firmly bound unto City of Clearwater, 129 E. Ross Ave, Clearwater, KS 67026 as Obligee, hereinafter called the Owner, in the amount of (\$4,653,972.60), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.6.02 WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract with Owner for STREET IMPROVEMENTS FOR CITY OF CLEARWATER, KS in accordance with drawings and specifications prepared by CERTIFIED ENGINEERING DESIGN, P.A., which Contract is by reference made a part hereof, and in hereinafter referred to as the Contract.

1.6.03 NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this Obligation shall be null and void; otherwise it shall remain in full force and effect.

- a. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- b. Whenever contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 1. Complete the Contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

- c. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.
- d. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

1.6.04 SIGNED AND SEALED this _____ day of _____, 20 __:

SURETY

CONTRACTOR

Name: _____ Name: _____

Address: _____ Address: _____

By: _____ By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST

ATTEST

By: _____ By: _____

Title

Title

(SEAL)

(SEAL)

SECTION 1.7 STATUTORY BOND

Pearson Construction, LLC, as principal, and

_____ a corporation

authorized to transact business in the State of _____, as surety, are held and

firmly bound unto the State of _____, in the penal sum of (\$4,653,972.60) lawful money of the United States, for the payment of which will and truly be made, said principal and surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally by the presents. signed, sealed, and delivered (3) copies,

this _____ day of _____, 20 ____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, SAID PRINCIPAL HAS ENTERED INTO A WRITTEN CONTRACT WITH City of Clearwater, 129 E. Ross Ave, Clearwater, KS 67026, hereinafter called the "Owner" dated _____, 20 ____, for the construction of or making of the following described improvements:

Street Improvements for City Clearwater, KS

IN ACCORDANCE WITH the detailed plans and specifications on file in the office of the clerk (or other recording officer of the Owner).

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for labor furnished, materials, equipment and supplies, used or consumed in connection with or in or about the construction of the above described improvements, including gasoline, lubricating oils, fuel, grease, coal and similar items used or consumed directly in furtherance of such improvements, this obligation shall be void, otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, in anyway effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the specification.

SURETY

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST

ATTEST

By: _____

By: _____

Title

Title

(SEAL)

(SEAL)

NOTE: Date of Bond must not be prior to date of Contract.

SECTION 1.8 MAINTENANCE BOND

**FOR
STREET IMPROVEMENTS FOR CITY OF CLEARWATER, KS**

KNOW ALL MEN BY THESE PRESENT, That we, Pearson Construction, LLC as Principal and _____

_____, a corporation authorized under the

laws of the state of _____ with principal office in _____

_____ and authorized to transact business in the state of Kansas, as Surety, hereinafter referred to as

“Surety”, are held and firmly bound unto the CITY OF CLEARWATER, KANSAS, hereinafter called the

“Owner”, in the penal sum of (\$4,653,972.60) lawful money of the United States for the payment of which sum well and truly to be made said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS,

said Principal has entered into written Contract with the Owner, dated

_____, 20____, for the furnishing of all the materials and

doing all the work of whatever kind necessary to construct

**STREET IMPROVEMENTS FOR CITY OF
CLEARWATER, KANSAS**

all in accordance with the detailed Plans and Specifications for such work on file in the office of the Certified Engineering Design, Wichita, Kansas, and in accordance with said Contract, a copy of which is, or may be attached hereto and which is made a part hereof by reference.

NOW THEREFORE, if the Principal shall keep and maintain the Street Improvements for the City of Clearwater, KS without additional charge or cost to the Owner for a period of two (2) years from the date of final payment under said Contract; and make such repairs as the Owner may deem necessary; and, before the expiration of the two (2) year period, make such repairs as may be ordered by the Owner to produce Street Improvements which shall meet the conditions as listed in and as required by paragraph 1.32.1 through 1.32.4 in the General Specifications of the Contract Documents for said Contract; then this obligation will be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents, and said Surety has caused these presents to be executed in its name and its Corporate Seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in three (3) copies.

SURETY

CONTRACTOR

Name: _____

Name: _____

Address: _____

Address: _____

By: _____

By: _____

Signature

Signature

Title of Representative

Title of Representative

ATTEST

ATTEST

By: _____

By: _____

Title

Title

(SEAL)

(SEAL)

(A certified copy of the agent's power of attorney must be attached hereto.)

INTENTIONALLY LEFT BLANK

SECTION 1.9 CERTIFICATE OF INSURANCE

Name of Issuing Company _____ This is to
certify that this Company has issued policies below to:

Name of Insured _____

Description of Work _____

Policy Number	Kind of Insurance
---------------	-------------------

_____	Workmen's Comp. (Statutory Minimums)
_____	Effective / Expires

_____	Public Liability	
	Minimum Each Person	\$500,000 _____
	Minimum Each Accident	\$500,000 _____

_____	Property Damage Aggregate	
	Limit	\$500,000 _____

_____	Builders Risk Full	
	Coverage	

Public Liability Insurance on Automotive Equipment

_____	Equipment	
	Minimum Each Person	\$500,000 _____
	Minimum Each Accident	\$500,000 _____

_____	Property Damage on Motor	
	Equipment Limit	\$500,000 _____

NOTE: This covers all motor driven vehicles such as cars, trucks, graders, rollers, etc.

In the event of any material change in or cancellation of said policies, the company will give thirty (30), days written notice to the insured and to the CITY OF CLEARWATER, KANSAS OWNER and to Certified Engineering Design, P.A., 1935 W. Maple Street, Wichita, Kansas, 67213.

This Certificate of Insurance is not valid unless it is countersigned by a duly authorized agent, with full authority to bind his company.

Countersigned at _____

By: _____

This, the _____ day of _____, 20____.

Authorized Agent

**City of Clearwater
City Council Meeting
June 24, 2024**

2024 Road Project - Sidewalks

Context: At the June 11, 2024, meeting city council approved hiring Pearson Construction for the 2024 Road Reconstruction Project using asphalt for all reconstruction roads except for Prospect from Ross to Kansas will use concrete. During the discussion the council agreed that taking out and putting in new sidewalks along the fully reconstructed roads was not a priority for the project.

I spoke with Certified Engineering and Design (CED) and discussed what portions of the sidewalk needed to be removed due to drainage work on the roads. From our discussions CED put together a new sidewalk exhibit to show the adjustments to the original proposal.

During the discussions I gave them the direction to

1. Keep any existing sidewalk that did not have to be removed for drainage
2. Only replace sidewalk that was removed from sidewalk to curbs in the existed and had to be removed and sidewalk from driveway approach to existing driveway that could match with grade.
3. Keep or replace (if needed) any sidewalk in front of commercial businesses.
4. Do not add any new sidewalks the city currently has.

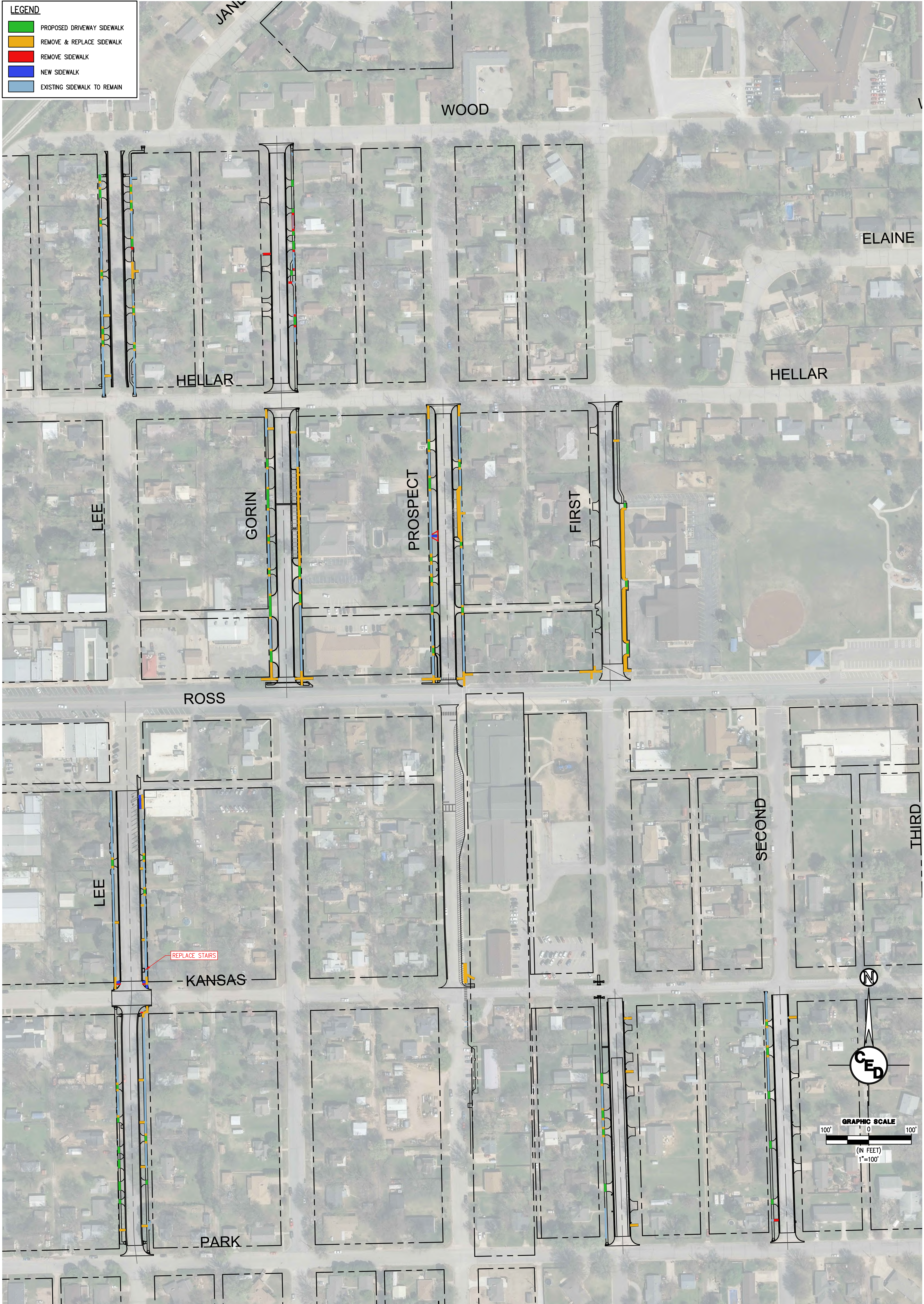
Financial:

The total cost for removal and replacement of all sidewalks on the reconstructed roads totaled \$297,763. In the new exhibit only a portion of the sidewalks will be removed and/ or replaced. The price of sidewalks will be reduced from the project.

Legal Considerations: review and comment as necessary.

Recommendations/Actions: Approve the new proposed sidewalk exhibit as an update to the 2024 Road Project.

FILE LOCATION: C:\Users\User2\OneDrive - CED\Projects\2023\2023242\JWC\Sidewalk Exhibit 2.dwg TAB NAME: Sidewalk Exhibit USER: User2 SAVED: 6/20/2024 10:46 AM PLOTTED: 6/20/2024 10:47 AM



SIDEWALK EXHIBIT
CITY OF CLEARWATER
SEDGWICK COUNTY, KANSAS

DRAWINGS PREPARED BY:		
CERTIFIED ENGINEERING DESIGN, P.A.		
CED	1935 WEST MAPLE STREET	SHEET
	WICHITA, KANSAS 67213	1
	PH: (316) 262-8808	TOTAL
	FAX: (316) 262-1669	1

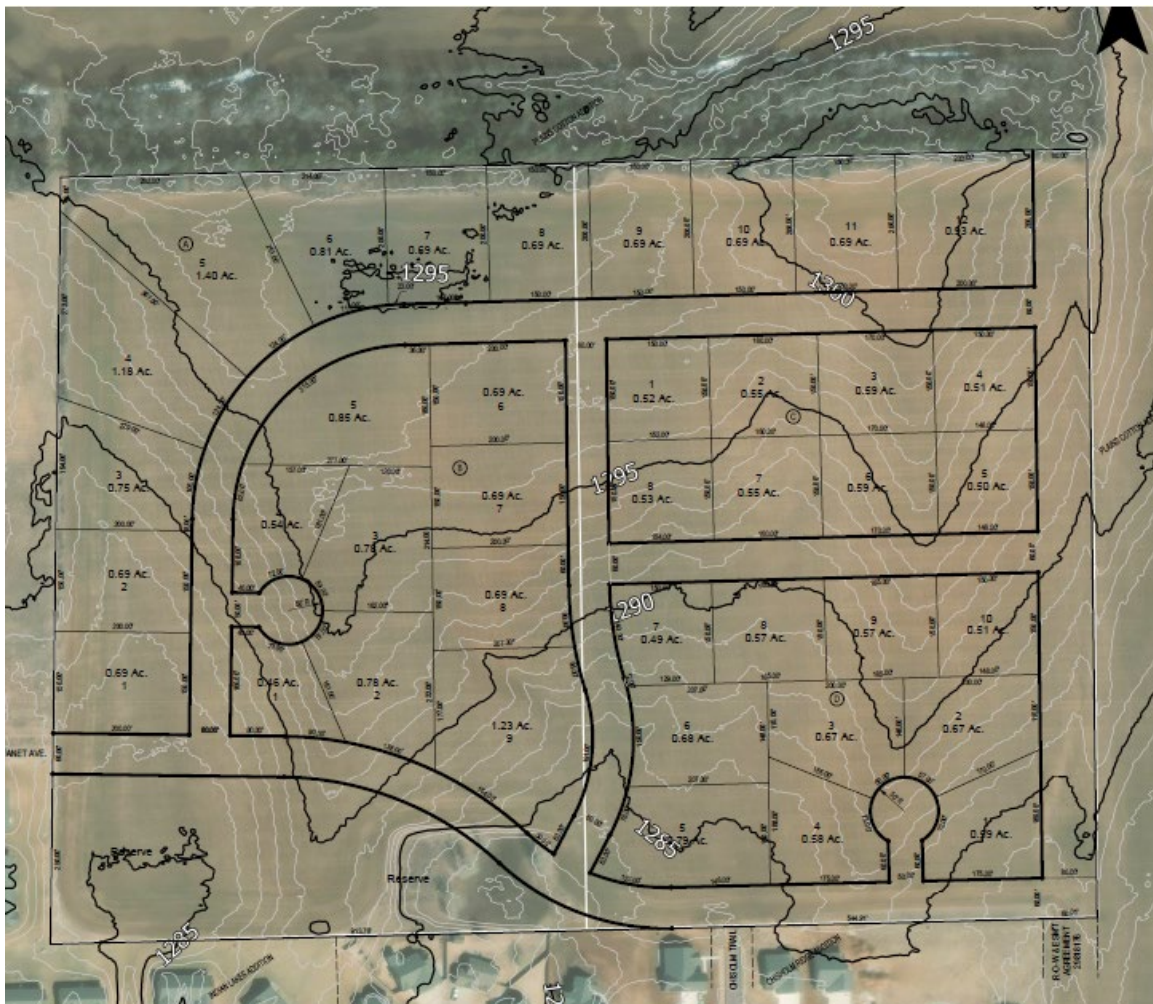
**City of Clearwater
City Council Meeting
February 27, 2024**

City Property North of Chisholm Ridge

Context: In February 2024 the City Council approved to hire Professional Engineering Consultants (PEC) to do a rough sketch with a layout of potential residential growth for the property north of Chisholm Ridge.

The mayor and I met with Lance Onstott and went through the different ideas the council had agreed to. He has prepared a concept that includes lots from .5 to 1 acre in size.

Lance will be at the council meeting to go over the design layout and the reasons for it.



Financial: No financial considerations

Legal Considerations: review and comment as necessary.

Recommendations/Actions: