



City of Clearwater Council Meeting Agenda
Tuesday July 23, 2024, at 6:30pm
129 E Ross Clearwater, KS 67026

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1. **Call to Order/ Invocation and Flag Salute**
2. **Roll Call**
3. **Approval of Agenda**
4. **Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. **Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [Previous Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
 - c. [Approve Hire](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [Field Usage Agreement AYSO](#)
 - b. **Action:** [Sidewalk/ Ramp/ Drainage Repair](#)
 - c. **Action:** [TruGreen Contract 3 Years](#)
 - d. **Action:** [Recreation Commission/ City Council Joint Meeting Date](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

City of Clearwater Council Workshop Agenda
Tuesday July 23, 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: 1111

Resolution: 12-2024

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**
July 09, 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; Justin Shore, Crystal Walter, 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 who spoke:

Kyle Berger, Richard Grizzle, Logan Mills and Tyler Stevenson. Larry Kleeman was present via GoTo Meetings.

3. Approval of Agenda

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

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – None.
- Fire Department – Jared Dinwiddie – None.
- Police Department – Kirk Ives – Council asked if Vehicle 5 was repaired, Ives stated no, they hope to have it by the end of this week.
- Public Works/Parks – Cole Hollis – Council asked if they have had to discharge this year. Hollis stated they have, he typically doesn't like to discharge during this time of the year, but it had to be done.
- Senior Center – Amber Ives – Council asked if Ives had heard anything about the funding increase request from Sedgwick County. Ives has not received any notification yet but stated that Sarah Lopez attended the family fun night with her family and hopes that helped.

7. Business

a. Discussion: Pearson Construction – 2024 Street Project

Logan Mills with CED and Tyler Stevenson from Pearson construction were present to answer questions on the 2024 Street Project. Council had questions about the full road closures which would be local access only with alley or off-street parking. The barricades for the full road closures would have enough room for emergency equipment to get through. Pearson will provide door knockers to each home that will be affected by the full road closures a week before they plan to start on their street. A construction schedule will be given to the City for social media updates a couple of weeks before road closures occur. Pearson will communicate with the residents while they are working in their area and let them know they will not be able to park or drive on the poured drive for 3-5 days for the full depth reconstruction. If Pearson cannot contact the resident, they will leave another door knocker. The trash trucks should be able to get down the roads with no problem, but if Pearson needs to move the cans for pick up, they will ask the owners to put their address on the can so they can be put back to the right house. Stevenson said the Mil and Overlay will be a quick process, the patching will take a little longer whereas the whole reconstruction will take longer. The estimated start date is September 3rd. Council asked where Pearson would keep their stockpile of materials. Stevenson stated there won't be much stock, he thinks only the waterline material which will remain on their trailers and will communicate to the superintendents not to block property. If there are vehicles that need to be moved and Pearson cannot make contact, they will ask for the City's help. The estimated time for the full reconstruction per block is 30-60 days, this will vary depending on sidewalks and driveways. The curb will be poured before the driveway, this will allow for parking while driveways are being poured. The return of the driveways will only be replaced for the full-depth reconstruction portion of the project. If there are curbside mailboxes, Pearson can look at putting a gang of mailboxes at the end of the street. Mills stated they will send notices to the Post Office and trash company, so they are aware of the construction. Council discussed the communication with the residents being important. Palmer-Witt mentioned complaints on the current street repairs, Mayor said he will put an update out with information for the road project. Zollinger stated that they must be talking about the annual road project with the crack fill and slurry seal, this is separate from the road project and there have not been any complaints brought to City Hall. Council suggested putting something out explaining the annual road maintenance and the street project.

b. Temporary Note 2024 Street Project – Resolutions

On June 25, the Governing Body awarded Pearson Construction to complete the 2024 road project. The temporary note for the project will be \$5,865,000. This is to account for the construction costs from Pearson, inspection costs from CED (\$250,000), interest payments for 3 years, cost of issuance, and 5% contingency for the project. The 1% sales tax that was enacted in January 2024 will be added to the project fund to applied to the temporary note as well as any additional funds the governing body designates each year until it comes due. When the temporary note is due, whatever amount is unpaid will be rolled into a General Obligation bond that will be paid by the city at large. The 1% sales tax collected each year will be applied to the annual bond payment. If the sales tax collected does not cover the annual payment, then the remaining amount will be paid through Ad Valorem taxes. The Resolutions and supporting documents have been crafted by Bond Counsel Gilmore and Bell and Financial Advisor Ranson Financial. If any of the funds are not used for the project, then the funds go back to the Temp Note. Larry Kleeman was present via GoTo Meetings, Council had no further questions.

Motion: Robben moved; **Warkins** seconded to adopt resolution 10-2024, a Resolution of the City of Clearwater, Kansas, authorizing the improvement or reimprovement of certain streets within the City; and providing for the payment of the costs thereof. Voted and passed unanimously.

Motion: Shore moved; **Palmer-Witt** seconded to adopt resolution 11-2024, a Resolution authorizing the offering for sale of general obligation temporary notes, series 2024 of the City of Clearwater, Kansas. Voted and passed unanimously.

c. Fire Department Raffle

Richard Grizzle and Kyle Berger were present for this discussion. The Fire department would like to raffle off 3 firearms to raise money for radios. The rules for raffles in Kansas have been reviewed and a license will be required if the gross receipts for raffle exceed \$25,000 in a fiscal year. The Fire Department does not anticipate exceeding that mark, therefore will not require a special permit. The fundraising team stated the raffle winners would have to

go through a background check at the FFL to pick up the firearms. If the winner doesn't want the firearm that is raffled, the winner would then get a gift card for the same value as the firearm. The fire department would like the City Council's feedback and support for conducting a raffle of this nature. Council discussed the age restriction being 21 or older to purchase the raffle ticket. If the person is not eligible once the background has been completed, then they can receive the gift card. The firearms for this raffle are a 223 which is an AR15, 1911 handgun and a Ruger American. The Fire Department Donation account balance is \$21,685. The firearms suggested retail price is between \$325 and \$440. Council discussed the options of having the dealer hold the guns until a winner was chosen, or having someone purchase the firearms from the committee and then do a legal transfer to the winner after a background has been passed. They would like to start selling the raffle tickets as soon as possible, they will be \$25/ticket or \$100/5 tickets. The winners will be announced at the Fall Festival. Walter is still concerned about liability, Ufford stated if the necessary steps and the background checks are done, then it should be fine. Mayor recommends having the dealer keep the guns that are prepaid. Shore mentioned being concerned with the types of guns listed, specifically the AR15, the other councilmembers were not concerned. The Fire Department would like to have the option to sell the tickets for the open house on July 20th.

Motion: *Robben* moved; *Palmer-Witt* seconded to authorize the Fire Department to conduct the raffle with the specific requirement that it goes through the dealership and the winner must comply with all FFL requirements for background checks. Voted and passed unanimously.

d. STO Ordinance

2024 Standard Traffic Ordinance Update includes: Section 201.1 Amended Failure to Comply with a Traffic Citation and Section 201.2 Added Failure to Comply with a Traffic Citation.

Motion: *Walter* moved; *Warkins* seconded to adopt Ordinance 1109, 2024 Standard Traffic Ordinance. Voted and passed unanimously.

e. UPOC Ordinance

The 2024 Uniform Public Offense Code (UPOC) updates include: Section 9.1 Amended Disorderly Conduct, Section 9.9.1 Amended Unlawful Possession of Marijuana and Tetrahydrocannabinols (synthetic THC), Section 9.9.2 Amended Possession of Drug Paraphernalia and Certain Drug Precursors, Section 9.9.4 Amended Unlawful Possession of Controlled Substances.

Motion: *Shore* moved; *Palmer-Witt* seconded to adopt Ordinance 1110, 2024 Uniform Public Offense Code. Voted and passed unanimously.

f. 2025 Budget Revenue Neutral Rate Notice

Through the 2025 budget discussions, the City Council has come to a consensus to not exceed the Revenue Neutral Rate (RNR) for the 2025 Budget. This means the city will not collect more taxes in 2025 than it collects in 2024. The RNR taxes will not exceed \$1,434,160.28 and the mill levy will be reduced from 64.131 to 58.887.

Motion: *Palmer-Witt* moved; *Warkins* seconded to not exceed the RNR for the 2025 budget. Voted and passed unanimously.

f. Fire Bar Update

During the 2025 budget discussion Council was made aware that not everyone in the Fire Department was receiving calls from this service by Twin Valley. The department has been battling this issue for many months. Since the fee for the Fire Bar is \$5,600 and not every member could use it, the council decided to remove it from the 2025 budget. Since then, Twin Valley has fixed the issue. If the Fire Bar service is kept, the Fire Department budget would add back in the \$5,600 for the Fire Bar and would reduce the Road Project Reserve. Council asked what got fixed and why it was so easy, Dinwiddie did not know, just that Twin Valley must have gotten wind of the previous discussion about removing it from the budget. Robben and Dinwiddie think it would be a good idea to keep the service as a primary way of contact. There has been discussion that Wichita/Sedgwick County is looking at some kind of reliable communications hopefully to be used next year. Council discussed keeping the Fire Bar and

cancelling the service if problems arise again as well as asking about a discount for the 8 months the service did not work properly. Dinwiddie has a direct contact with Twin Valley so he can monitor the service and communicate any issues.

g. ARC 95 Contribution

Mayor Ussery attended a meeting for ARC 95 and wanted to provide an update. Haysville, Derby, Clearwater and Mulvane have set aside money in the past to help fund this project. They are getting ready to ask for money to hire a consultant to start securing property for this project. This essentially starts in Mulvane and comes up 95th street. The major focus right now is to get across the tracks, the big ditch and get across to Broadway potentially taking 5 years. The idea is for it to go to 119th and be a two-lane road. They would like to have a five-year agreement with each of the cities as to how much could be put into the project. Clearwater has put 5,000 for two years into the reserve account for this, it was not put into the budget for 2024 or 2025. Haysville and Derby are putting in more since it impacts them directly. Mayor Ussery would like to make sure that they have Clearwater's support when they start making decisions to bring the project West. Council will discuss adding funds back into the budget for 2026.

8. Governing Body

Walter – She has received feedback from a few people regarding the City not putting on a Fireworks show for 2024 and it has been 50/50. The other council members stated they had the same type of feedback. Warkins stated when she explained the cost of the fireworks, then there was more understanding as to why there was no show this year. Mayor Ussery had a lengthy conversation with a War Veteran regarding the fireworks and limiting the number of days they can be shot off. Mayor wanted to recognize that fireworks can be casue emotional trauma for some people.

Shore – None.

Warkins – None.

Palmer-Witt – None.

Robben – Will be on vacation from the 26th – 4th and will not be able to attend the Workshop on the 30th.

Ussery – The League conference is in Wichita during the Fall this year and would be beneficial to attend. Mayor Ussery will be out of town from the 13th – 20th, Shore will be in to sign checks for the City.

Zollinger stated there will be a insurance company on the 30th to discuss self-insured health insurance for employees. The State Employee Health Plan the City currently has ends on 12/31/2025. The rates and deductibles keep going up considerably. There are many other cities who have went to the self-insured policies.

9. Executive Session

None.

10. Adjournment

Motion: *Shore* moved; *Warkins* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:28 PM

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the July 9th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 23rd day of July 2024.

Jaye Poe, City Clerk

Check Register Report

Date: 07/16/2024

Time: 2:23 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
50886	07/17/24	Printed			AMAZ	AMAZON BUSINESS	SHOE BUFFER COVERS	154.31
50887	07/17/24	Printed			AFF1	AMERICAN FUN FOOD CO., INC.	CHIPS CHEESE NACHOS	163.53
50888	07/17/24	Printed			BBL1	B & B LUMBER	VEHICLE REPAIRS	14.43
50889	07/17/24	Printed			CHIS	CHISHOLM TRAIL ELECTRIC LLC	FALL FEST 50 AMP WELL 2	400.59
50890	07/17/24	Printed			CC02	CLEARWATER CEMETERY	CEMETERY PORTION OF HAY BALES	382.14
50891	07/17/24	Printed			CONRAD	CONRAD FIRE EQUIPMENT, INC	VALVES FOR E71	1,566.59
50892	07/17/24	Printed			D & M	D & M GUNS	GUN RAFFLE	1,295.49
50893	07/17/24	Printed			H002	HACH COMPANY	Flouride - Lab Supplies	782.01
50894	07/17/24	Printed			HM1	HOSPITALITY MINTS, LLC	MINTS FROM 23	89.11
50895	07/17/24	Printed			K-42	K-42 RENTAL & STORAGE	BR 71 REPAIR	878.16
50896	07/17/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	2ND QUARTER WATER PROTECT FEE 2024	1,117.31
50897	07/17/24	Printed			MCDONALD	MCDONALD TINKER PA	JUNE ATTORNEY FEES	2,550.60
50898	07/17/24	Printed			MIES	MIES CONSTRUCTION	PAYMENT REQUEST #6	415,549.09
50899	07/17/24	Printed			MIG1	MIZE'S THRIFTWAY	SOCIAL EVENT	223.12
50900	07/17/24	Printed			MOTOR'N	MOTOR' N PROF APPRAISAL SERVIC	APPRAISAL HUMVEE	326.00
50901	07/17/24	Printed			MC05	MULVANE COOP	ALLIGARE FUNNEL WITH SCREEN	850.70
50902	07/17/24	Printed			NAT SIGN	NATIONAL SIGN COMPANY INC	EMERGENCY SIGN HAMMERS	135.30
50903	07/17/24	Printed			OR	O'REILLY AUTO PARTS	MIRROR REPAIR	49.63
50904	07/17/24	Printed			PEMB	PEMBLETON CATHY	PAYMENT MEANT FOR OTHER COURT	213.00
50905	07/17/24	Printed			PCA1	PETTY CASH	PUBLIC WORKS	10.99
50906	07/17/24	Printed			PRI	PRI	TRAINING JACKS 10-29-24	279.00
50907	07/17/24	Printed			CR03	CHARLES REITBERGER	MILEAGE FOR CONCESSION PICKUP	217.08
50908	07/17/24	Printed			REV	REVVER, INC	DOCUMENT MANAGEMENT	2,704.00
50909	07/17/24	Printed			RJ01	ROASTER JOE'S	POLICE DEPT DRINKING WATER	46.98
50910	07/17/24	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	4"x4/3" single strap service saddle	35.00
50911	07/17/24	Printed			SCDF	SEDGWICK COUNTY	JUNE 2024 JAIL COSTS	43.38
50912	07/17/24	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,702.13
50913	07/17/24	Printed			TCI1	TERRACON CONSULTANTS, INC.	ASPHALT SAMPLES PGE	431.00
50914	07/17/24	Printed			TITT	TITTERINGTON, LINDSEY	SWIM LESSON REFUND	30.00
50915	07/17/24	Printed			TSC1	TRACTOR SUPPLY COMPANY	HYD FLUID	79.98
50916	07/17/24	Printed			TRUG	TRUGREEN	LAWN MANAGEMENT	665.00
50917	07/17/24	Printed			WCI1	WASTE CONNECTIONS, INC.	JUNE TRASH/RECYCLE SERVICES	16,991.53
50918	07/17/24	Printed			WL01	WHITNEY LANDSCAPING	LAWN MANAGEMENT	4,115.00

Total Checks: 33

Checks Total (excluding void checks):

454,092.18

Total Payments: 33

Bank Total (excluding void checks):

454,092.18

Check Register Report

Date: 07/16/2024

Time: 2:23 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								
3076	07/17/24	Printed			AFL1	AFLAC	AFLAC JUNE PREMIUMS	527.44
3077	07/17/24	Printed			VISA	CARDMEMBER SERVICES	STATEMENT	805.69
3078	07/17/24	Printed			CLA1	COLONIAL LIFE	JULY PREMIUMS	56.96
3079	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,393.80
3080	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W. ROSS	625.11
3081	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	107 S. GRAIN	52.88
3082	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS	656.91
3083	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	400 W. ROSS	211.47
3084	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	604 E. ROSS	279.45
3085	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	650 E. ROSS	1,618.96
3086	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS	421.22
3087	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	11159 S. 135TH W	314.49
3088	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	338.65
3089	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	901 CLEARCREEK	134.52
3090	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS PUMP	26.55
3091	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS #2	189.95
3092	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1100 E. ROSS	26.55
3093	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	602 E. ROSS	315.83
3094	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	35.61
3095	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	46.74
3096	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9731 S. 135TH ST W SIGN	25.29
3097	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1200 E. ROSS ST PUMP	26.55
3098	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9801 S. 135TH W PUMP	108.86
3099	07/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	502.27
3100	07/17/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	POOL CONCESSIONS TAX JUNE 24	501.08
3101	07/17/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	SALES TAX JUNE 24	347.62
3102	07/17/24	Printed			SAM1	SAM'S CLUB	STATEMENT	2,063.18
3103	07/17/24	Printed			SER	SERIOUSLY SEO, LLC	SOCIAL MEDIA MGT 7-15 - 8-15	650.00
3104	07/17/24	Printed			VER	VERIZON WIRELESS	STATEMENT	478.00
3105	07/17/24	Printed			VER	VERIZON WIRELESS	FIRE BROADBAND	40.01

Total Checks: 30

Checks Total (excluding void checks):

13,821.64

Total Payments: 30

Bank Total (excluding void checks):

13,821.64

Total Payments: 63

Grand Total (excluding void checks):

467,913.82

**City of Clearwater
City Council Meeting
July 23, 2024**

Hire of Brush Dump Operator

Context: Brush Dump Operator Mark Seiler resigned in May 2024.

Public Works Director, Cole Hollis, has interviewed and would like to hire Victor Hagy as the new brush dump operator at \$9.00 per hour. The brush dump operator opens the brush dump on Tuesdays and Thursdays from 4:00pm to 7:00pm and Saturdays from 11:00am to 3:00pm. Their responsibility is unlock the gate, check to make sure people have passes to dump, and monitor that nothing is being dumped but yard waste.

Financial: Current operator is at \$9.64. For the 2025 budget there is a 4% increase in wages.

Recommendations/Actions: Hire Victor Hagy as the new brush dump operator.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: July 18, 2024
Re: Administration Report

- Jaye and I will be attending a KMIT training class on August 22nd
- 2025 Budget Hearing is set for August 13th and Budget Adoption meeting is set for August 20th.
- Staff have reached out to Twin Valley to seek a discount or credit for the time the Fire Bar was not fully operational.
- The aeration was performed on Saturday July 13 on Field 3 by Whitney Landscaping as part of the turf management.
- Staff was notified on July 18th that the city's water line is in conflict with the Sedgwick County bridge project B516 at Tracy and Diagonal. The City will be responsible for moving the waterline for the project. The city had to do this for the 103rd street bridge projects as well. However, city staff will most likely be able to move this waterline where we had to hire outside sources to move the 103rd street line because of the size and material it was constructed of. WE will have more information on the project at a future meeting.
- Onboard meeting with TownWeb will be July 25th for the website.
- ICT Fence, aka Reddi Fence, will begin installation of the split rail fence at Hammer's Park on July 29th.
- The City Council Workshop will be held on July 30th.
- City Wide Street cleaning will be August 5th.
- Planning Commission will meet on August 6th to review the Park Glen Estates Median Plat

Active Nuisances/ Code Violations

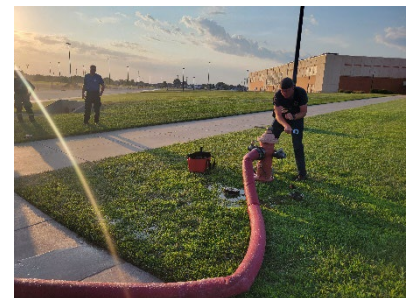
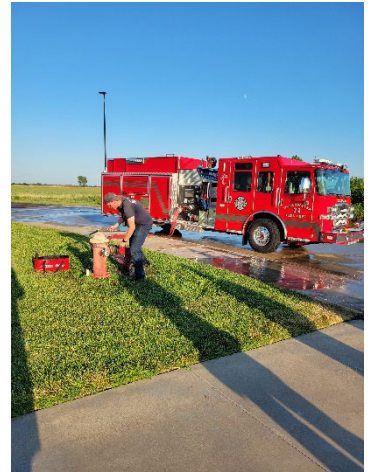
131 S Prospect
301 S 2nd
400 W Ross
111 E Nancy

221 N Grant
153 Longhorn Ct
Grant/Hellar
120 W Ross

226 N Prospect
208 W Ross
201 S Tracy
156 Longhorn Ct

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: July 18, 2024
Re: Fire Department Staff Report

- Clearwater Fire responded to **8** medical calls and **4** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **5** emergency calls.
- To Date: The CRV has been unstaffed **17** times.
- Training on the new engine has been completed and 10/15 of our certified drivers have been cleared to operate the apparatus once it is placed in service on the 20th. Chief Dinwiddie will finish training the remaining drivers in the coming weeks.
- Mobile radios and equipment/tools have been installed on the new engine.
- The department submitted another grant request to Fire House Subs for assistance in purchasing new Motorola radios.
- Chief Dinwiddie and CMO Patrick attended the Sumner County Fire Chief's quarterly meeting on July 11th. The main topic of discussion was the new 800 radio system that the county will be transitioning to.
- The department will have an open house/push in ceremony for the new engine on July 20th from 4-6 P.M.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: July 18, 2024

Re: Police Department Staff Report

Officers:

Applications have stopped coming in, and we have not found the right candidate so far.

All the officers have been busy with routine patrol, arrests, and tickets.

DV calls have been up. Weather and alcohol seems to play a large factor in these types of calls.

Police Clerk:

Staying busy with daily and weekly duties.

Building:

Has no issues currently.

Vehicles:

Regular routine maintenance.

Vehicle #5 has been fixed and now is at the radio shop having the new radio installed. I will be moving cars all next week to have the radios installed in all the patrol vehicles.

Matters of interest since last meeting on Police Activity:

We have had 43 dispatched/report calls with 9 arrests and 14 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: July 23, 2024

Subject: Public Works Summary

1. Water Service installed at 441 S 4th
2. Ball fields dragged and ripped for weeds
3. Added millings to alleys and maintained them with the speed mover
4. Trimmed trees back off the road along N Tracy across from the cemetery
5. Replaced a drive a belt on the pool's robot vacuum
6. Cl and Caustic delivered to pool
7. No parking / Emergency entrance sign installed at Hammers Park
8. Mowed a trail back in at Hammers Park
9. Chisholm Ridge West Pond treated for Filamentous algae and Milweed
10. Tree trimming in the Park, Fire Station and pool
11. Commodities to the senior center on 7-17-2024
12. Picked up limbs for residents at address 361 S. 2nd
13. Replaced a broken hydraulic hose on skid loader
14. Replaced broken hydraulic hose on Backhoe
15. Replaced several burnt-out florescent lights in bay at fire station with LED lights
16. Delivered grill to fire station
17. Meter reading 7-18 and 7-19
18. Mow and weed eat city properties
19. All other regular duties



Clearwater Senior Center

Staff Report

July 18, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

July has been a great month so far. We are continuing to gain new members through the various activities provided.

Senior Swim is a favorite and this year has been great. There has been an average of 12 people in attendance each night. I have received several calls asking about how to get involved with the water aerobics class, which is actually senior swim.

Common Ground Mobile Market will be here next week. This is a great opportunity for those who have the Kansas Senior Farmers Market Nutrition Program Coupons. Common Ground is great with each person who comes in to see them. Their main goal is to serve seniors, but the community is welcome to come check them out.

Coming up soon: Biscuits and Gravy. Please plan on stopping by or grabbing some to go, Saturday, August 3rd. 7:30 AM – 10:30 AM.

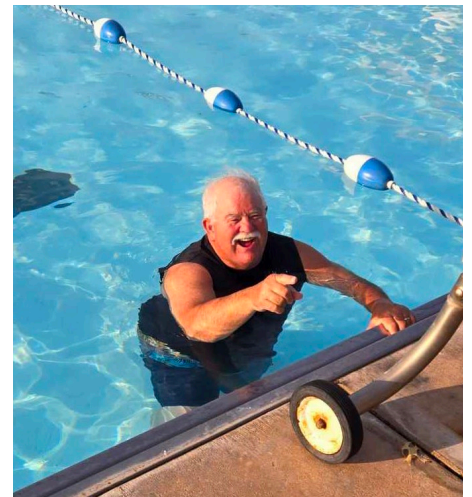
Respectfully,

Amber Ives

Senior Center Coordinator

Senior Swim Fun!

This year seniors can swim Monday through Thursday each week and they have LOVED it!



**City of Clearwater
City Council Meeting
July 19, 2024**

Consider Field Usage Agreement with AYSO

Context: AYSO will need use of the sports complex for their upcoming soccer season. Each year the city renews the contract with them.

The American Youth Soccer Organization is the oldest national youth soccer program in the United States and a nonprofit.

2024 is the first year the city council has set usage fees for sports fields. The soccer fields are set at \$20.00 per hour for reservations. However, with facility use agreements with USD 264 and Chisholm Trail Recreation Commission a flat fee was established for their usage. USD paid \$7,500 for their 3-month season and Rec paid \$6,000 for their 3-month season.

AYSO has two seasons, one in the spring and one in the fall. The current Field Usage Agreement that is active was good for 1 year of date of contract which expires 8/23/2024.

The current Field Usage Agreement (Section 6.4) states the agreement is effective for the calendar year only.

Staff have requested from AYSO their schedule for the fall season but has not received it yet. In the spring they used 2 fields for 2 months between practices and games for 6U and 8U teams. Practices were 4 days per week for 9 weeks, utilizing 10 hours/week on the fields. There were 8 game days, utilizing 44 hours of play time. Total hourly usage for the spring season was 404 hours. This does not include any set up or tear-down time.

Financial: The city invests \$4,664 in chemicals, \$12,600 in mowing and turf maintenance, and has dedicated \$2,500 per year to seed one field each year for a total of \$19,764 for 2024. This investment doesn't include any maintenance on sprinkler systems or other maintenance costs as they are needed. For 2025 the price will increase 3%.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Determine what the Field Usage Fee will be for the fall season and authorize the mayor to sign the Fall 2024 Field Usage Agreement with AYSO.

FIELD USAGE AGREEMENT -AYSO

1 PURPOSE

- 1.1 The purpose of this Agreement is to define the terms of the Agreement between the organizations that utilize the City of Clearwater Park and the Chisholm Trail Sports Complex (Occupants) and the City of Clearwater (City) for the maintenance and usage of these existing facilities. The Agreement will clarify the roles and responsibilities of the entities.

2 RESPONSIBILITIES OF THE CITY

- 2.1 The City owns the Clearwater City Park, the Chisholm Trail Recreational Sports Complex, the Chisholm Trail Outdoor Recreational Sports Complex Building, shelters, gazebos, scoreboards, lights, other improvements located on said property, and adjacent parking lots. These properties are located on East 103rd Street South in Clearwater Kansas and shall be identified throughout this Agreement as "Facilities".
- 2.2 The City will pay water, gas, electrical, trash service and other utility charges for the Facilities.
- 2.3 The City will provide mowing and watering services to the Facilities. This work will include maintenance and repairs to the irrigation system. This work will also include spraying and maintenance of the fence lines. The City will coordinate watering schedules with the Occupants' use of the Facilities, including practice and game times.
- 2.4 The City will maintain general liability insurance coverage on the property in the amount of \$1,000,000 per occurrence.
- 2.5 The City maintains primary responsibility for the maintenance and upkeep of said Facilities. Routine maintenance of said Facilities for activities sponsored by the Occupant shall be the responsibility of the Occupant such as marking fields for play or practice.
- 2.6 The City shall have access to all portions of the Facilities at all times in case of emergency and/or to take action to protect the security of said Facilities. The City shall maintain all locks on all inside and outside doors within buildings located on said Facilities and shall provide Occupants with 2 copies of keys, if applicable, to the same. The Occupants shall maintain a log of all individuals and entities to whom copies of said keys have been issued, and annually file an updated version thereof with the City Clerk. The City may elect to change locks within such buildings if it appears that unauthorized copies of such keys have been made. In the event that the Occupant wants to add any additional locks within the Facilities, at least one key for each such lock shall be furnished to the City Clerk
- 2.7 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other storm, explosion, or earthquake, or by any other unavoidable casualty as to become unusable, then the City may elect to either rebuild or put said Facilities in good

condition and fit for occupancy within a reasonable time after such total or partial destruction, or may give notice, in writing, terminating this Agreement. If the City elects to repair or rebuild said Facilities, the City shall give reasonable notice after such injury of its intentions to repair and proceed to do the same.

3 RESPONSIBILITIES OF THE OCCUPANTS

- 3.1 Occupants shall provide the chalking and marking of fields and installation of nets on goals that they intend to use. Proper facilities and field maintenance techniques will be used.
- 3.2 All Occupants will schedule activities, games, practices, events, and any usage of the Facilities with City Staff. Such scheduling will include identification of the fields and specific locations that Occupant intends to use at any given time. Cancelled games, practices and tournaments will be rescheduled in cooperation and coordination with the City.
- 3.3 Occupants will ensure trash is properly contained and disposed of after every use of the Facilities. Occupant must ensure trash bins are brought to the roadside for pick up.
- 3.4 Concessions. The Occupant may operate a concession stand within said Facilities with the following provisions:
 - 3.4.1 The Occupant will be responsible for the operations, supply, personnel, and cleanliness of the concession area within said Facilities.
 - 3.4.2 The City Administrator or other City representative has the general right to review and monitor the conduct for the concession operation. City shall notify the Occupant if any condition exists that requires immediate attention or remediation.
 - 3.4.3 The Occupant will maintain all funds derived from the operation or sale of concessions within or at said Facilities during the said season.
 - 3.4.4 No beer or alcoholic beverages may be sold at any concession site in the Facilities.
 - 3.4.5 The Concession stand will comply with all applicable health regulations relating to the concession operations.
- 3.5 Occupants shall not engage in or permit to be performed any acts or practices which may cause or allow injury to the Facilities, and the Occupant expressly agrees to comply with all applicable laws, ordinances, policies, rules and regulations of the City of Clearwater, Kansas and any other governmental authority having jurisdiction over said Facilities.

- 3.6 The Occupants shall not have the right, privilege, or power to in any way create liens for labor or materials upon the interests of the City in said Facilities. In connection with any preapproved (1) repairs to said Facilities and/or (2) construction of any improvements or the installation of any equipment within or upon said Facilities by Occupants, the Occupant shall pay for all materials and labor and will not permit any mechanic's liens to be filed against said Facilities and the interests of the City therein.
- 3.7 No occupant shall authorize hanging advertisement/sponsorship banners or placards along fencing or other structures within the facilities without the written consent of the City of Clearwater. In the event consent is given by the City, any banners/placards will be constructed in a manner so as not to damage the fence or structure utilized and approved by the City of Clearwater.
- 3.8 Occupant may choose to request port-o-johns delivered to the Chisholm Trail Sports Complex through City Hall at the expense of the Occupant.

4 GENERAL TERMS AND CONDITIONS

- 4.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.
- 4.2 No payment will be exchanged between the Occupants and the City of Clearwater for the usage of the Facilities.
- 4.3 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.
- 4.4 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or logo in its marketing or materials.
- 4.5 Occupants have access to storage equipment at the Facilities. Storage will be properly designated to each Occupant. The Occupant shall maintain the interior portions of the storage facilities in good repair. The Occupant shall have no right to make any claim against the City for damage to property stored at City Facilities, absent an incident of gross negligence or intentional conduct by a City employee.

- 4.6 Prior to the beginning of the season a representative of Occupant will do a walkthrough of the property with a member of City Staff to identify any damage that would be the responsibility of the City to repair. At the end of said season an additional walk through will be conducted to inspect for any damages that occurred during the season and would be the responsibility of the Occupant to repair.
- 4.7 Any structural changes to the Facilities requires the prior written approval of the City. Any request for such approval shall include documentation or other evidence that such changes may be made without expense or obligation to the City.
- 4.8 All vehicles will be parked in the parking lot, even for loading and unloading of equipment. Occupant shall not allow motor vehicles to drive on any portion of the property that is irrigated. This includes golf carts, UTVs and any other Special Purpose Vehicle.
- 4.9 When damage occurs to the Facilities, the Occupant must notify the City and get City approval for any plan to repair the damage.

5 LIABILITIES

- 5.1 The Occupant covenants and agrees to indemnify and protect the City from any and all claims of third parties for injuries to persons or property by reason of any incident or occurrence on or around said Facilities which are the subject of this Agreement. The Occupant shall furnish to the City of Clearwater a Certificate of Insurance naming "City of Clearwater, Kansas" as additional named insured. General liability coverage shall be issued on the policy in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 5.2 The Occupants will provide their own insurance coverage for their property kept in City Facilities. The City will not be liable for the replacement or repair of any AYSO property damaged, lost, stolen, etc. while maintained in City Facilities.

6 MISCELLANEOUS PROVISIONS

- 6.1 This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.
- 6.2 The interpretation and construction of this Agreement shall be governed by the law of the State of Kansas without regard to the conflict of laws principals. The venue for any dispute for this Agreement shall be the 18th Judicial District Court in Sedgwick County, Kansas.
- 6.3 This Agreement is effective as of the date of signing by both parties (Effective Date).
- 6.4 This Agreement is effective for calendar year of the Effective Date.
- 6.5 This Agreement constitutes the entire agreement between the parties and supersedes

all prior verbal discussions and written contracts between the parties on the subject matters addressed herein. No representations on the subject matters addressed herein have been made other than those set forth herein. The provisions of this Agreement are severable and if any part of it is found to be unenforceable, the other sections shall remain fully valid and enforceable.

6.6 Both parties to this Agreement understand, acknowledge, and agree that this is a binding agreement and contract upon the parties, their legal representatives, successors or assigns of the parties hereto. Neither party may assign their rights, duties, and responsibilities under this Agreement without the express written consent of the other party hereto.

6.7 The parties shall not transfer or assign their interests in this Agreement at any time without written consent from all parties.

IN WITNESS WHEREOF, City and Occupants have executed this Agreement by their authorized representative as set forth below to become effective upon final execution.

CITY OF CLEARWATER

AYSO

By: _____

By: _____

Date: _____

Date: _____

City of Clearwater
City Council Meeting
July 19, 2024

Sidewalk & Drainage Repair

Context: In the spring Decker Electric was out to repair lights at the sports complex. During the repair they crushed some of the sidewalk that runs behind the diamonds. There is about 62' that was damaged by them that needs repaired.



After the new crosswalk was installed at 4th and Ross, a resident contacted City Hall to report there was a drop at handicap ramp on the southwest corner that makes it difficult for a wheelchair to go over.



Also, around the same time frame owners of Tru2U reported there was a hole next to their parking lot where the drainage ditch is that has collapsed. There is a delineator over the hole so nobody will trip or drive over it.



Staff reached out to Triple B to review the different locations around town to see what they would charge.

Financial: For the sidewalk replacement in the Sports Complex from Decker Electric damage with materials and labor is \$9,642. The city will be submitting a request for reimbursement from Decker Electric for the damage caused by them.

The handicap ramp replacement with materials and labor (reusing existing handicap bricks) is \$652

There is a sidewalk fund in Special Projects with a balance of \$202,621 to cover the materials and labor for these two projects.

For the drainage area next to Tru2U the price to replace a 16' section with a grate instead of concrete will be \$7,837. Triple B and Staff believe putting a grate in place of concrete will help the flow of water in the area. Currently it flows below the drive of Tru2U. If leaves or sticks wash under the drive, there isn't an efficient way to notice or to clean it out. By installing a grate this will help the flow and be easier to maintain. Triple B contacted APAC, who installed the other grates at the corner of Ross and Tracy, to try and match the same material to this section. Public Works has funds in equipment reserve for repairs. The balance of that account is \$44,112.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions:

1. Approve the repairs on the sports complex sidewalks.
2. Approve the repairs on the handicap ramp on the southwest corner of 4th and Ross.
3. Approve the drainage repair on the northwest corner of Tracy and Ross.

TRIPLE CONSTRUCTION, INC.

119 W. Ross
Clearwater, Kansas 67026
Phone (620) 584-6803

City of Clearwater
129 E Ross
Clearwater, KS 67026
July 11, 2024

Proposal

- Remove and replace 9'X4'X4" handicap ramp. (Reusing existing handicap bricks)
- Remove and replace 45'X6'X4" sidewalk in sports complex.
- Remove and replace 36'X8'X4" sidewalk in sports complex.
- All the sidewalk except 19'X8'X4" was broken by the contractor that worked on the ball field lighting. The 19'X8'X4" was already broken.

Material, labor, and applicable taxes \$10,752.00

- Cut concrete and replace with a trench drain grate at east entrance to True2U. Approximately 16' is in the worst shape.

Material, labor, and applicable taxes \$7,837.00

- Cut concrete and replace with trench drain grate at east entrance to True2U. Approximately 32' would be the whole area.

Material, labor, and applicable taxes \$14,922.00

**Clearwater Cemetery District
Board Meeting
July 19, 2024**

TruGreen Contract

Context: TruGreen has been spraying the property for several years now. I asked them to send a 2025 contract plus two additional years for the Council to consider. All processes were reviewed by Whitney Landscaping to ensure they are in line with the needs of all the areas.

To continue with the same level of service plus 2 additional vegetation control spraying on the sports complex fields, TruGreen is proposing a 3% increase for 2025, 0% increase in 2026, and a 3% increase in 2027.

	2024	2025	2026	2027
Total	\$13,803	14,526.09	14,526.09	14,961.87

Financial: The 2025 proposed prices are already worked into the 2025 budget proposal.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the 3-year contract with TruGreen.

Cross Reference Location	Address	Service	ITEM	2024	2025	2026	2027
CITY MONUMENT	9700 S 135TH ST W	LLAWN	CLWNR01	\$185.00	\$190.55	\$190.55	\$196.27
CITY MONUMENT	9700 S 135TH ST W	LLAWN	CLWNR02	\$185.00	\$190.55	\$190.55	\$196.27
CITY MONUMENT	9700 S 135TH ST W	LLAWN	CLWNR07	\$185.00	\$190.55	\$190.55	\$196.27
CITY MONUMENT	9700 S 135TH ST W	OBWC	OBWCR04	\$50.00	\$51.50	\$51.50	\$53.05
CITY MONUMENT	9700 S 135TH ST W	OBWC	OBWCR05	\$50.00	\$51.50	\$51.50	\$53.05
CITY MONUMENT	9700 S 135TH ST W	OBWC	OBWCR06	\$50.00	\$51.50	\$51.50	\$53.05
CITY MONUMENT	9700 S 135TH ST W	OBWC	OBWCR07	\$50.00	\$51.50	\$51.50	\$53.05
CITY MONUMENT	9700 S 135TH ST W	OBWC	OBWCR08	\$50.00	\$51.50	\$51.50	\$53.05
CITY MONUMENT	9700 S 135TH ST W	OBWC	OBWCR09	\$50.00	\$51.50	\$51.50	\$53.05
CITY PARK & SWIMMING POOL	149 N 4TH ST	LLAWN	CLWNR02	\$410.00	\$422.30	\$422.30	\$434.97
CITY PARK & SWIMMING POOL	149 N 4TH ST	LLAWN	CLWNR04	\$410.00	\$422.30	\$422.30	\$434.97
Common Areas	1001 E ROSS ST	LLAWN	CLWNR01	\$380.00	\$391.40	\$391.40	\$403.14
Common Areas	1001 E ROSS ST	LLAWN	CLWNR02	\$380.00	\$391.40	\$391.40	\$403.14
Common Areas	1001 E ROSS ST	LLAWN	CLWNR06	\$380.00	\$391.40	\$391.40	\$403.14
COMMUNITY CENTER	921 E JANET AVE	GRUB	GRUPREG	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR01	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR02	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR03	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR04	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR05	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR06	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	LLAWN	CLWNR07	\$88.00	\$90.64	\$90.64	\$93.36
COMMUNITY CENTER	921 E JANET AVE	OBWC	OBWCR04	\$50.00	\$51.50	\$51.50	\$53.05
COMMUNITY CENTER	921 E JANET AVE	OBWC	OBWCR05	\$50.00	\$51.50	\$51.50	\$53.05
COMMUNITY CENTER	921 E JANET AVE	OBWC	OBWCR06	\$50.00	\$51.50	\$51.50	\$53.05
COMMUNITY CENTER	921 E JANET AVE	OBWC	OBWCR07	\$50.00	\$51.50	\$51.50	\$53.05
COMMUNITY CENTER	921 E JANET AVE	OBWC	OBWCR08	\$50.00	\$51.50	\$51.50	\$53.05
COMMUNITY CENTER	921 E JANET AVE	OBWC	OBWCR09	\$50.00	\$51.50	\$51.50	\$53.05
CTSC-SOCCER FIELDS	1001 E ROSS ST	GRUB	GRUCREG	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR01	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR02	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR03	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR04	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR05	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR06	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-SOCCER FIELDS	1001 E ROSS ST	LLAWN	CLWNR07	\$583.00	\$600.49	\$600.49	\$618.50
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	GRUB	GRUPREG	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR01	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR02	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR03	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR04	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR05	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR06	\$220.00	\$226.60	\$226.60	\$233.40
CTSC-V BASEBALL OUTFIELDd	1001 E ROSS ST	LLAWN	CLWNR07	\$220.00	\$226.60	\$226.60	\$233.40
EAST & WEST PONDS	990 E ROSS AVE	WEEDCTL	WEEDR02	\$220.00	\$226.60	\$226.60	\$233.40
EAST & WEST PONDS	990 E ROSS AVE	WEEDCTL	WEEDR03	\$220.00	\$226.60	\$226.60	\$233.40
SPORTS COMPLEX-ALL FIELDS	1001 E ROSS ST	VEGCTL	VEGCR04	\$150.00	\$154.50	\$154.50	\$159.14
SPORTS COMPLEX-ALL FIELDS	1002 E ROSS ST	VEGCTL	VEGCR05		\$154.50	\$154.50	\$159.14
SPORTS COMPLEX-ALL FIELDS	1001 E ROSS ST	VEGCTL	VEGCR06	\$150.00	\$154.50	\$154.50	\$159.14

SPORTS COMPLEX-ALL FIELDS	1001 E ROSS ST	VEGCTL	VEGCR07	\$150.00	\$154.50	\$154.50	\$159.14
SPORTS COMPLEX-ALL FIELDS	1001 E ROSS ST	VEGCTL	VEGCR08	\$150.00	\$154.50	\$154.50	\$159.14
SPORTS COMPLEX-ALL FIELDS	1002 E ROSS ST	VEGCTL	VEGCR09		\$154.50	\$154.50	\$159.14
V/JV Softball Fields	1003 E ROSS ST	GRUB	GRUPREG	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR01	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR02	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR03	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR04	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR05	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR06	\$220.00	\$226.60	\$226.60	\$233.40
V/JV Softball Fields	1001 E ROSS ST	LLAWN	CLWNR07	\$220.00	\$226.60	\$226.60	\$233.40
Varsity Baseball Infield	1001 E ROSS ST	GRUB	GRUPREG	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR01	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR02	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR03	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR04	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR05	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR06	\$95.00	\$97.85	\$97.85	\$100.79
Varsity Baseball Infield	1001 E ROSS ST	LLAWN	CLWNR07	\$95.00	\$97.85	\$97.85	\$100.79
TOTAL				\$13,803.00	\$1,586.20	\$1,586.20	\$1,633.79
				\$13,803.00	\$14,526.09	\$14,526.09	\$14,961.87



Toby Martinez

Phone: (316) 761-0266

Customer Information

BILL TO:

CITY OF CLEARWATER
PO BOX 453
CLEARWATER, KS 67026
USA
Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$190.55
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$190.55
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$190.55
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	6	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	7	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	8	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	9	Enhances mulched beds with selective weed control	\$51.50
City Park & Swimming Pool 149 N 4TH ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$422.30
City Park & Swimming Pool 149 N 4TH ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$422.30

Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$90.64
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	\$51.50
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	\$51.50
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COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	9	Enhances mulched beds with selective weed control	\$51.50
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$391.40
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$391.40
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$391.40
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent	\$600.49

			weed control (As Needed/Weather Dependent)	
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$600.49
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$97.85
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60

CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$226.60
East & West Ponds 990 Ross Ave Clearwater, KS 67026	Weed Control Service	2		\$226.60
East & West Ponds 990 Ross Ave Clearwater, KS 67026	Weed Control Service	5		\$226.60
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	4	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	5	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	6	Non selective weed control	\$154.50

SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	7	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	8	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	9	Non selective weed control	\$154.50

Subtotal: \$14,526.09

Total Sales Tax Amount: \$0.00

Grand Total: \$14,526.09

Description: 2025 Proposals with 3% increase. No increase in 2026.

Standard Terms and Conditions

- 1. Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- 2. Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- 3. Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- 4. Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- 5. Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- 6. Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
- 7. LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
- 8. Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- 9. Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- 10. No Warranties.** Except as expressly set forth in this Agreement. TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- 11. Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- 12. No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- 13. Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- 14. Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
- 15. Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER



Toby Martinez

Phone: (316) 761-0266

Customer Information

BILL TO:

CITY OF CLEARWATER
PO BOX 453
CLEARWATER, KS 67026
USA
Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$190.55
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$190.55
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$190.55
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	6	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	7	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	8	Enhances mulched beds with selective weed control	\$51.50
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	9	Enhances mulched beds with selective weed control	\$51.50
City Park & Swimming Pool 149 N 4TH ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$422.30
City Park & Swimming Pool 149 N 4TH ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$422.30

Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$90.64
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$90.64
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	\$51.50
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	\$51.50
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COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	7	Enhances mulched beds with selective weed control	\$51.50
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	8	Enhances mulched beds with selective weed control	\$51.50
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	9	Enhances mulched beds with selective weed control	\$51.50
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$391.40
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$391.40
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$391.40
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent	\$600.49

			weed control (As Needed/Weather Dependent)	
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$600.49
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$600.49
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$97.85
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$97.85
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60

CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$226.60
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$226.60
East & West Ponds 990 Ross Ave Clearwater, KS 67026	Weed Control Service	2		\$226.60
East & West Ponds 990 Ross Ave Clearwater, KS 67026	Weed Control Service	5		\$226.60
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	4	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	5	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	6	Non selective weed control	\$154.50

SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	7	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	8	Non selective weed control	\$154.50
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	9	Non selective weed control	\$154.50

Subtotal: \$14,526.09

Total Sales Tax Amount: \$0.00

Grand Total: \$14,526.09

Description: 2026 Renewal with no price increase in 2025 or 2026.

Standard Terms and Conditions

- 1. Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- 2. Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- 3. Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- 4. Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- 5. Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- 6. Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
- 7. LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
- 8. Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- 9. Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- 10. No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- 11. Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- 12. No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- 13. Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- 14. Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
- 15. Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER



Toby Martinez

Phone: (316) 761-0266

Customer Information

BILL TO:

CITY OF CLEARWATER
PO BOX 453
CLEARWATER, KS 67026
USA
Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$196.27
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$196.27
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$196.27
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	\$53.05
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	\$53.05
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	6	Enhances mulched beds with selective weed control	\$53.05
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	7	Enhances mulched beds with selective weed control	\$53.05
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	8	Enhances mulched beds with selective weed control	\$53.05
City Monument 9700 S 135TH ST W CLEARWATER, KS 67026	Ornamental Bed Weed Control	9	Enhances mulched beds with selective weed control	\$53.05
City Park & Swimming Pool 149 N 4TH ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$434.97
City Park & Swimming Pool 149 N 4TH ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$434.97

Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$93.36
Community Center 921 E JANET AVE CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$93.36
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	\$53.05
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	\$53.05
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	6	Enhances mulched beds with selective weed control	\$53.05
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	7	Enhances mulched beds with selective weed control	\$53.05
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	8	Enhances mulched beds with selective weed control	\$53.05
COMMUNITY CENTER 921 E JANET AVE CLEARWATER, KS 67026	Ornamental Bed Weed Control	9	Enhances mulched beds with selective weed control	\$53.05
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$403.14
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$403.14
CTSC-Common Areas 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$403.14
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$618.50
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent	\$618.50

			weed control (As Needed/Weather Dependent)	
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$618.50
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$618.50
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$618.50
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$618.50
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$618.50
CTSC-Soccer Fields 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$618.50
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$100.79
CTSC-V BASEBALL INFIELD 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$100.79
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40

CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V Baseball Outfield 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$233.40
CTSC-V/JV SOFTBALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Grub Preventative	10	Preventative treatment for sub-surface grub activity	\$233.40
East & West Ponds 990 Ross Ave Clearwater, KS 67026	Weed Control Service	2		\$233.40
East & West Ponds 990 Ross Ave Clearwater, KS 67026	Weed Control Service	5		\$233.40
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	4	Non selective weed control	\$159.14
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	5	Non selective weed control	\$159.14
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	6	Non selective weed control	\$159.14

SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	7	Non selective weed control	\$159.14
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	8	Non selective weed control	\$159.14
SPORTS COMPLEX-ALL FIELDS 1001 E ROSS ST CLEARWATER, KS 67026	Vegetation Control	9	Non selective weed control	\$159.14

Subtotal: \$14,962.01
Total Sales Tax Amount: \$0.00
Grand Total: \$14,962.01

Description: 2027 Final year of 3 with 3% increase added in.

Standard Terms and Conditions

- 1. Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- 2. Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- 3. Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- 4. Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- 5. Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
- 6. Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
- 7. LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
- 8. Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
- 9. Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
- 10. No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
- 11. Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
- 12. No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
- 13. Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
- 14. Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
- 15. Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

**City of Clearwater
City Council Meeting
July 19, 2024**

Rec Commission Joint Meeting Date

Context: After the Rec Commission's last meeting on July 9th, the Rec Director sent this follow up:

The Clearwater Recreation Commission board members did not take action on the one mill request from the City for their parks budget at their meeting on July 9.

The Clearwater Recreation Commission board members have requested a workshop with all members of both the Commission and City Council, including Mayor and City Administrator, to discuss options if Commission were to take over management of contractual labor at sports complex and soccer fields including fees, reservations, contracts currently in place and maintenance. If the Council is interested in meeting, members have proposed August 19 or any date after that.

I will be out of the office starting tomorrow through the following week of July 17. If you have any immediate questions about this workshop request, chairman Amanda Germann can be contacted for more information. She is copied in this email.

City Council regular meetings in August will be the 13th and 27th. There will be a special council meeting on August 20th to adopt the budget (quick meeting). The Rec Commission's regular meeting is August 14th, and they are proposing an August 19th date or later to meet with the City Council.

Financial: While they haven't taken action on whether or not they will help fund the rec facilities, it appears they are interested in some type of financial support.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Set a date to have a joint meeting with the Rec Commission.