



City of Clearwater Council Meeting Agenda
Tuesday August 13, 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. [TreeCycle Agreement](#)
- 6. Staff Reports**
- 7. Business**
 - a. **Hearing:** [2025 Budget Hearing](#)
 - b. **Hearing:** [111 E Nancy](#)
 - c. **Discussion:** [Employee Insurance](#)
 - d. **Action:** [Appointment of members to the Recreation Commission](#)
 - e. **Action:** [Park Glen Estates Final Plat](#)
- 8. Governing Body Comments**
- 9. Executive Session**
- 10. 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 23, 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, and City Attorney, Jennifer Hill. Jared Dinwiddie was present via GoTo Meetings.

Others Present who spoke:

Ruth Smith and JoAnn Pereira.

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, item 7e, Booster Club Perimeter Extension for BBQ and 7f, Special Assessment Re-Spread Indian Ridge needed to be added.

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

4. Public Forum

Ruth Smith spoke regarding AYSO Region 491 field usage fees for the 2024-2025 season. She expressed her gratitude to the City for allowing AYSO to utilize the fields for as long as they have. She stated that AYSO is a non-profit, all volunteer organization which strives to provide a safe and fun environment. She is requesting that the governing body consider waiving any field usage fees. The program helps with discipline, teamwork, healthy lifestyle and a sense of community. AYSO nationally increased their fees last year due to rising costs in uniforms, background checks, paint, equipment and shipping costs. The registration costs went up \$15 and is currently \$95/player in Clearwater. They lost around \$9/player last year. AYSO pays for the porta johns at the Sports Complex which stretches their limited resources. Since AYSO runs off registration fees only and not tax dollars, they will have to raise their fees if there is a field usage fee put into place. This will make it unaffordable and will go under. Clearwater has a COOP with Campus High School. AYSO had 3, 15U teams last year which is a positive outcome of the program.

5. Consent Agenda

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

Previous Council Meeting Minutes
Claims and Warrants
Approve Hire Brush Dump Operator

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council discussed the numerous nuisances. Zollinger received reports by residents and with this time of year, there is a combination of grass and zoning violations. There were four taken off the list as of today. Council mentioned the Firebar credit from Twin Valley, Zollinger stated that she spoke with Todd Dannenberg regarding the issues they had with the service not working properly. She was told there was a lot of turnover in the department that handles those issues. The service manager of our account at the time was allowing long-distance numbers at no additional cost when they normally only allow local numbers, therefore Twin Valley was losing around \$130/mo. for this service with 4 of the volunteers having long-distance numbers. Dannenberg said if there are more added with long distance numbers, they may have to get rid of the service. The Mayor is working on an update to send out to include the Road Maintenance project vs. the 2024 Street Project. Council asked if the parking space in the NW corner at the pool parking lot could be painted for no parking since the sidewalk ramp goes into that spot. The sidewalk around the West Chisholm Ridge Ponds needs to be looked at, part of it seems to be worn out or gone. The bathrooms at City Park have been reported as locked during the day on the weekends, staff check into this. Council discussed the City street sweeping scheduled for August 5th. All cars will need to be moved, if they are not then the sweeper will go around them. Notifications have been put out already on the City website and City Facebook page and a reminder will be sent again closer to August 5th. The company will not put doorknockers out.
- Fire Department – Jared Dinwiddie – Council expressed their appreciation for a great Push in event for the new fire truck. The radios for the Fire Department are ready for modifications from Sumner County. Clearwater is waiting on the templet from them. After the templet for the channel system is complete, the radios will go to Radio Shop and have that channel system input in the radios. Council discussed the 10/15 certified drivers trained, Dinwiddie will get a schedule for the remaining 5 to get completely trained, they have completed a couple of training courses already and can ride in the apparatus, just not drive it.
- Police Department – Kirk Ives – Council asked if they had fire channels on their radios, Ives stated they are on the 400 right now, but the Police Department has always been on the 800. They do not always talk to the Fire on there. Council discussed the lack of applications coming in for the open position. Ives stated other agencies are dealing with the same thing. Officer Jacks is going back to the school and will make the department more shorthanded. If someone is going to the academy, they have an agency supporting them.
- Public Works/Parks – Cole Hollis – Council asked about the pool vacuum repair, Hollis stated it was a just a drive belt which is a common repair and has stock now for future. Palmer-Witt mentioned the brush in the alley of Kansas and Park, the alleys were cleared up as needed. This will get addressed. Mayor asked if anyone knew why his yard was flagged, Zollinger stated Kansas Gas is doing work in town and that could be why.
- Senior Center – Amber Ives – Council asked about the hours for Common Ground Mobile Market, Ives stated it will be Thursday from 11am-11:45am and then again on August 15th from 11am-11:45am. Ives stated that they do a good job at speaking to the attendees about their program.

7. **Business**

a. Field Usage Agreement AYSO

AYSO will need use of the sports complex for their upcoming season. 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 which is roughly 10% of the cost of maintenance. 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 (spring). The current Field Usage Agreement (Section 6.4) states the agreement is effective for the calendar year only (fall). Staff have requested from AYSO their schedule for the fall season Tyson Frickey sent it back. They will use all three fields for a couple of months for 6U and 15U teams utilizing the fields for twice as much as the spring. 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 does not include any maintenance on sprinkler systems or other maintenance costs as they are needed. For 2025 the price will increase 3%. Mayor stated that the overall cost for the maintenance of the Sports Complex is about \$75,000 so the school paid \$7,500, and the Rec paid \$6,000. Council will need to establish a fee and then can discuss if they would waive the fee as requested to remain consistent. Rather than using the time the fields are used, the City has used a percentage of cost of maintenance to establish fees, for the school it was around 10% and the Rec was in the 8-9% range. Soccer has two seasons whereas the school and rec only have one so there would be two costs for the field usage for AYSO. The City is trying to recoup the costs to maintain the Sports Complex and currently is only recouping around 10%, it is unfortunate that this is happening. Mayor suggested the fee be established at the same rate as the School and Rec at \$7,000 for each season. JoAnn Pereira is on the board, has coached as well as her sons go through the program. She took \$4,000 and split it up with the registration from last year, this would increase the registration fees by \$50/player to offset the cost, it will be more if the fee is \$7,000 each season. They increased the fees last year by \$15, bringing the current fees to \$95. They get 8 games for each season and start practice 2 weeks before games start for a 10-week season. The average fall players are less than spring at about 130. There are no entry fees for the AYSO events. Council discussed the other sports offered in town and the costs for registration. It was suggested that Ruth and JoAnn seek funding from the Recreation Commission as they have helped the Library, Rodeo, Fall Festival before. The Rec will meet on August 21st at 6 pm, AYSO will try and get onto their agenda. Since the fees have already been established with AYSO for the remainder of the year, Council has decided to table the agreement until the August 27th City Council meeting.

b. Sidewalk/Ramp/Drainage Repair

In the spring Decker Electric was out to repair lights at the sports complex. During the repair, they damaged about 62 linear feet of the sidewalk that runs behind the diamonds. 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 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 separate locations around town to see what they would charge. For the sidewalk replacement in the Sports Complex from Decker Electric damage with materials and labor is \$8,690. The city will be submitting a request for reimbursement from Decker Electric for the damage caused by them to include filling and repairs from Whitney Landscaping. 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. Public Works has funds in equipment reserve for repairs. The balance of that account is \$44,112. Council discussed getting other quotes for comparison. Triple B put the sidewalks in at the Sports Complex and have been great to work with, which is why they were called for this quote. Council mentioned the sidewalks at the ponds being in bad shape. Mayor Ussery would like an estimate for the sidewalks since there is an ADA ramp. Zollinger stated a quote was received a couple of years ago for over \$100,000 to put in sidewalks around the ponds. City staff are unsure who put in the sidewalks at the ponds originally. BKZ did the sidewalks at 4th and Ross, Council would like to get a second bid for these projects.

c. TruGreen Contract 3 Years

TruGreen has been spraying the property for several years now. Zollinger 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, 2 vegetation control spraying on the sports complex fields were added. 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

The 2025 proposed prices are included in the 2025 budget proposal. Council questioned the vegetation control, Zollinger stated that the Sports Complex was getting 4 done, but will now get 6. This is paid when the services are rendered, not up front. Counsel reviewed the contract and suggested removing the mandatory arbitration clauses in the terms and conditions. Hill stated we would do a required mediation before litigation if there was ever a dispute and TruGreen agreed.

Motion: *Walter* moved; *Palmer-Witt* seconded to approve the pricing of the 3-year contract with TruGreen. Voted and passed unanimously.

d. Recreation Commission/ City Council Joint Meeting Date

Council was provided with a copy of an email requesting a joint meeting with the Recreation Commission to take over management of contractual labor at sports complex and soccer fields including fees, reservations, contracts currently in place and maintenance. They have proposed August 19 or any date after that. Council will have their budget adoption on August 20th at 6:30 and the Rec Commission's regular meeting on the 21st. Council discussed the option to have the meeting directly following the City budget adoption on the 20th at 6:45. It would be recommended to meet at City Hall if this date is chosen.

Motion: *Palmer-Witt* moved; *Shore* seconded August 20th at 6:45 be the date for a joint meeting with the Rec Commission. Voted and passed unanimously.

e. Booster Club Perimeter Extension for BBQ

The Booster Club hired Reflection Mobile Bar Service to cater their annual BBQ event that will be held on August 17th. On May 28th the City Council approved their temporary permit to serve alcohol at their event on City property utilizing the east park shelter, the area would be surrounded by a double layer fence. Since then, the Booster Club has asked Reflection Mobile Bar Service to bring their mobile truck to the event to serve from. Reflection Mobile Bar Service would like to park their truck behind the shelter. They will extend the double layer fence around the truck. Public Works says having the truck parked there will not create any issues. This will just change the layout of the map and will be on both concrete and grass. No additional permitting is required since this has already been approved, it is just extending the perimeter.

Motion: *Shore* moved; *Robben* seconded to approve Reflection Mobile Bar Service Extension. Voted and passed unanimously with *Palmer-Witt* abstaining.

f. Special Assessment Re-Spread Indian Ridge

Since the Plat of Indian Ridge, current owner Mike Love split the duplex lots 3, 4, 5 and 6, Block 1 into two separate parcels. Per the Resolutions that were adopted, all whole parcels/lots would be assessed an equal share of special assessments. The county would like to know how they should split these special assessments. Currently, each half of the lot will be paying the full amount which is not the intent on the special assessments. On the Resolutions that were adopted they stated if there was a parcel that was split the special assessments would be re-spread on a square foot basis. If the Council states 50/50 then any other lot split moving forward the County Clerk would be able to split the special assessments without further direction being a one-time notification to the County. If the Council wishes to abide by the resolution, then each year the City staff would report any lot split special assessment re-spread to the County annually if a lot split happened. Council discussed the different lots having varied sizes that this could potentially apply to. This lot split is happening all over the county with the number of duplexes and tri-plex's. The duplexes have a water service on each side.

Motion: *Warkins* moved; *Palmer-Witt* seconded to approve the lots split by square footage as stated in the Resolutions. Voted and passed unanimously.

8. Governing Body

Walter – Walter thought the Push-In Ceremony went well for the Fire Department on Saturday. There are no updates on the Raffle which will be going until the Fall Festival unless they reach \$25,000.

Shore – Agreed with Walter about the Push-In Ceremony.

Warkins – None.

Palmer-Witt – None.

Robben – None.

Ussery – None.

9. Executive Session

None.

10. Adjournment

Motion: *Shore* moved; *Walter* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:53 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 23rd, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 13th day of August 2024.

Jaye Poe, City Clerk

Check Register Report

Date: 07/30/2024

Time: 2:00 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								
50919	07/31/24	Printed			ADVANTAGE	ADVANTAGE COMMUNICATIONS	KENWOOD 2 PIN SPEAKER MIC	62.95
50920	07/31/24	Printed			AMAZ	AMAZON BUSINESS	TABS AND FOLDERS	320.20
50921	07/31/24	Printed			ASC1	ASCAP	ASCAP LICENSE MUSIC	94.50
50922	07/31/24	Printed			AU DIS	AUSTIN HOSE	HYDRAULIC HOSE FOR BACKHOE	530.41
50923	07/31/24	Printed			AXON	AXON ENTERPRISE, INC	BODY CAMERA CABLE/2 LASER BATT	202.45
50924	07/31/24	Printed			BBL1	B & B LUMBER	NEW ENGINE 71	246.93
50925	07/31/24	Printed			BTM	BOUND TREE MEDICAL	MEDICAL SUPPLIES	969.90
50926	07/31/24	Printed			BOWER	BOWERCOMM INC	EMAIL ACTIVE CAMPAIGN SUB	52.50
50927	07/31/24	Printed			BSWI	BRENNTAG SOUTHWEST, INC.	CHEMICALS-WATER	2,290.00
50928	07/31/24	Printed			CED2	CERTIFIED ENGINEERING DESIGN	PGE 2ND CONSTRUCTION INSPECT	102,037.00
50929	07/31/24	Printed			CORE &	CORE & MAIN LP	TOPPING SADDLES	665.07
50930	07/31/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS SAL	69.58
50931	07/31/24	Printed			FIRE P	FIRE PENNY FIRE EQUIPMENT	NEW E71 REPAIR	21.95
50932	07/31/24	Printed			GAL1	GALL'S INC.	DUTY BELTS PICKENS & JACKS	260.49
50933	07/31/24	Printed			RICH	RICHARD GRIZZLE	COUPLER FOR E71	36.84
50934	07/31/24	Printed			HOME	HOME DEPOT	TOOLS	36.84
50935	07/31/24	Printed			INDUSTRIAL	INDUSTRIAL MAINTENANCE INC	TOOL BOXES FOR FIRE TRUCK	2,576.43
50936	07/31/24	Printed			JHS1	J & H STORAGE	RENT FOR AUGUST STORAGE	100.00
50937	07/31/24	Printed			KHE1	KS DEPT OF HEALTH & ENVIRON.	LAB WORK	404.00
50938	07/31/24	Printed			LOK1	LEAGUE OF KS MUNICIPALITIES	2024 STO & UPOC BOOKS	821.13
50939	07/31/24	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	569.37
50940	07/31/24	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	LAB WORK SEWER	590.35
50941	07/31/24	Printed			NOP1	NAV RAT'S OFFICE PRODUCTS	UNIFORM SHIRT FIRE DEPT	403.70
50942	07/31/24	Printed			PCA1	PETTY CASH	POLICE CAR WASH	20.00
50943	07/31/24	Printed			RA01	PITNEY BOWES	POSTAGE POSTAL METER	300.00
50944	07/31/24	Printed			PP,INC	POSTALOCITY	MAIL WATER BILLS	900.00
50945	07/31/24	Printed			PEC	PROFESSIONAL ENGINEERING CONS	FINAL PAYMENT N. CHISHOLM RIDG	500.00
50946	07/31/24	Printed			RJ01	ROASTER JOE'S	DRINKING WATER FOR CENTER	62.64
50947	07/31/24	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	METER ADAPTERS	604.42
50948	07/31/24	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	UPOC ORDINANCE 1110	168.00
50949	07/31/24	Printed			TRA	TRAVELERS	OSTGREN NOTARY	50.00
50950	07/31/24	Printed			UNI	UNIFIRST CORPORATION	SUPPLIES	680.11
50951	07/31/24	Printed			USC1	UTILITY SERVICE CO., INC.	TOWER PRESSURE MAINTENANCE	8,310.93
50952	07/31/24	Printed			WTC1	WICHITA TRACTOR CO.	MOWER BLADES	494.35

Total Checks: 34

Checks Total (excluding void checks):

125,453.04

Total Payments: 34

Bank Total (excluding void checks):

125,453.04

Check Register Report

Date: 07/30/2024

Time: 2:00 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								
3106	07/31/24	Printed			LIBERTY	LIBERTY NATIONAL	LIBERTY PREMIUMS	227.78
3107	07/31/24	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	AUGUST PREMIUMS	26,416.16
3108	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	HIS SOC PHONE AND SECURITY	100.11
3109	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	CITY AND POOL PHONE	266.64
3110	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	POLICE PHONE	245.59
3111	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	BROADBAND FIBER	3.00
3112	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	FIRE PHONE & SECURITY	832.25
3113	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	SENIOR CENTER PHONE	62.63
3114	07/31/24	Printed			TWIN	TWIN VALLEY TELEPHONE	PUBLIC WORK PHONE	109.66
					Total Checks: 9		Checks Total (excluding void checks):	28,263.82
					Total Payments: 9		Bank Total (excluding void checks):	28,263.82
					Total Payments: 43		Grand Total (excluding void checks):	153,716.86

City of Clearwater
City Council
August 13, 2024

TreeCycle Agreement – Sedgwick County

Context: Sedgwick County and Clearwater have had agreements for several years for Christmas Tree Recycling in December. The current agreement has expired, and Sedgwick County is seeking to obtain another site agreement between them and the City for residents to recycle their Christmas trees.

Sedgwick County sets up the location designated by the city, and handles all aspects of the tree recycling.

Financial: There is no financials to consider

Legal Considerations: The agreement has been sent to the city attorney for review and comment.

Recommendations/Actions: Authorize the mayor to enter into the site agreement with Sedgwick county for 5 years.

SITE USE AGREEMENT FOR CHRISTMAS TREE RECYCLING

by and between
SEDGWICK COUNTY, KANSAS
and
THE CITY OF CLEARWATER, KANSAS

This Agreement is made this ____ day of _____, 2024, by and between Sedgwick County, Kansas ("County") and the City of Clearwater, Kansas ("City").

WHEREAS, County wishes to provide tree recycling services to residents of Sedgwick County during specific times of the year so that said trees can be ground into mulch for subsequent use by the residents of Sedgwick County ("TreeCycle Program").

WHEREAS, City desires to assist County with the TreeCycle Program by allowing residents of Sedgwick County to drop-off Christmas trees at a City-owned location.

NOW THEREFORE, in consideration of the following mutual conditions, covenants and promises contained herein, the parties agree as follows:

1. Purpose. City hereby grants County, its employees, and its contractors a revocable, nonexclusive privilege to enter and use the parking lot at the City-owned location identified below, during specific times of the year, for the purpose of collecting Christmas trees to be ground into mulch and distribution of said mulch to the public.

2. Site. As used herein, the term "Site(s)" shall mean the parking lot(s) at the location(s) listed below:

145 N. 4th Avenue, Clearwater, KS 67026 (commonly known as the Aquatic Center).

A Site shall not include any of the building(s) at the above referenced location(s). No right of access to any building(s) located at a Site is granted by this Agreement.

3. Term. This Agreement shall be for a period of five (5) years, commencing December 1, 2024, and ending November 30, 2029.

4. Period of Service. Services pursuant to the TreeCycle Program shall be available on or about December 22nd of each year of this Agreement through and including January 23rd of the subsequent year (i.e., from December 22, 2024, through and including January 23, 2025).

5. Site Set-Up and Maintenance. All TreeCycle sites shall be set up and ready to receive trees from the general public by 5:00 pm on December 22nd of each year of this Agreement. Each site shall be marked by signs that are clearly and easily visible to the general public and that are posted in accordance with the applicable sign code. City shall be responsible for obtaining and maintaining such signs for and throughout each TreeCycle event.

6. Grinding. County agrees that all trees brought to or within one hundred (100) feet of any site(s) during the period of service (as that term is defined in Section 4 hereof) will be ground into a medium-grade mulch. This grinding shall occur at least twice during each period of services, or more frequently as may be required so as not to allow the trees to become a nuisance or danger to any

surrounding homes and/or businesses. Grinding shall be accomplished using one or both of the following methods: (1) grinding the trees on site and leaving the resulting mulch at the site, or (2) hauling the trees offsite for grinding and returning the resulting mulch to the site(s).

7. Mulch. The mulch created from the grinding of trees shall be deposited at the site(s) for the general public to pick up and take for its use. Said mulch shall not be placed on any sidewalks, parking areas or in any location where it will interfere with public access. Mulch shall be easily available for the public to load. Mulch shall not be supplied to contractors, subcontractors, vendors or commercial entities.

8. Handling of Material. County shall be responsible for providing all means of handling trees and delivering the resulting mulch back to the site(s). City shall not be required to, but may agree to, assist in the handling of the trees and/or resulting mulch in any way whatsoever, including the loading or unloading of the trees or mulch or the hauling of the trees or mulch.

9. Damage to Equipment. City is not responsible for any personal or property damage that might result from any foreign material being mixed in with the tree debris brought to the site(s). It is County's responsibility to inspect the trees prior to grinding and to remove and dispose of any foreign object and/or materials therein.

10. Compensation. No compensation or remuneration shall be exchanged, requested or expected for activities in connection with this Agreement. At no time shall any representative from the City be construed as a County employee or eligible, under any circumstances, for any County benefits, including, but not limited to, workers compensation. Likewise, at no time shall any representative of the County be construed as a City employee or eligible, under any circumstances, for any City benefits including, but not limited to, workers compensation.

11. Hold Harmless. County shall at all times save and hold harmless City from all liability, costs, damages and expenses of any kind, including reasonable attorney's fees, for which City may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of County, its elected and appointed officials, officers, managers, members, employees or agents relating to County's obligations under this Agreement.

City shall at all times save and hold harmless County from all liability, costs, damages and expenses of any kind, including reasonable attorney's fees, for which County may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of City, its elected and appointed officials, officers, managers, members, employees or agents relating to City's obligations under this Agreement.

12. Notice. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Environmental Resources
Attn: Catherine Johnson
1144 S. Seneca
Wichita, Kansas 67213

and

Sedgwick County Counselors Office
Attn: Contract Notification
Sedgwick County Courthouse
100 N. Main, Suite 650
Wichita, KS 67202

City: City of Clearwater
Attn: Courtney Zollinger, City Administrator
PO Box 453
Clearwater, KS 67026

County agrees to have its representative, at all times during the provision of services period set forth in Section 4 hereof, maintain a beeper, cell phone or some form of communication by which he or she may be easily contacted so that messages, concerns and/or other issues that may arise during the provision of services period may be quickly and easily conveyed.

13. Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days' written notice.

14. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

15. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

16. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

17. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written notice to City. County shall remain totally responsible for all actions and work performed by its subcontractors. All subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

18. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

19. Force Majeure. County shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of County. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, labor strikes and freight embargoes.

20. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

21. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

22. Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment) is attached hereto and made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

SEDGWICK COUNTY, KANSAS

CITY OF CLEARWATER, KANSAS

Thomas J. Stolz
County Manager

Burt Ussery
Mayor

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Samantha Seang
Assistant County Counselor

Kelly B. Arnold
County Clerk

APPENDIX A

SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for

employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County’s fiscal year.

14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.
19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.
20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.
21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor’s system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County’s own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

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To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: August 8, 2024
Re: Administration Report

- Donna Van Allen, Executive Director of Customer Service at Twin Valley, reviewed the history of the Fire Bar account and agreed that the service the city pays for the Fire Bar service was not completely operational. Twin Valley will be giving the account a credit of \$1,500 which is a quarter of a year fee for the service.
- The pool is closed to the public starting August 11th. School starts up on August 15th for Clearwater.
- The school PTO will have the back-to-school pool party on August 16th. The PTO is charged the standard pool party fee and guards are provided. The school P.E. class will also be using the pool for their class from August 19th – 23rd. The school will hire a couple of certified lifeguards during this time to be on duty.
- The pool will be emptied on August 26th.
- Salt Creek Ct new utility easement has been marked for Evergy to install the new light. They plan to do this around August 15th. The city's final cost of the installation was \$4,850.
- Logan Mills, CED, and Cole Hollis are working with Sedgwick County Public Works regarding the city's waterline located near the 2025 bridge project. Logan and Cole are checking the exact depth and location of the waterline. Depending on the information, Sedgwick County may be able to adjust their plans to avoid our waterline.
- Hammer's Park split rail fence has been installed.
- City Park sidewalk lights timer was out of sync therefore not turning on/off at the correct time. Cole Hollis fixed the issue.
- Planning Commission will meet on September 3rd to review a preliminary plat for the Rausch Addition and there will be a Board of Zoning Appeals hearing for a PUD change in Indian Ridge.
- The City street sweeping has been done.
- The Council chambers will have the carpet cleaned on Wednesday the 14th.
- On August 6th, the City had a S&P Global ratings call in which Larry Kleeman attended for any questions. The last ratings the City went through was in 2014 and the rating was A+. We will have a draft rating by August 15th.
- Jaye has been awarded another scholarship for her IIMC Clerk Institute.

Dates to Remember

- Budget Adoption Meeting August 20th
- City Council/ Rec Commission Joint Meeting – August 20th – tentative.
- Staff KMIT Training – August 22nd
- Administrator will be out of the office August 26th – 30th
- City Offices Closed for Labor Day September 2nd

Active Nuisances/ Code Violations

131 S Prospect	226 N Prospect
153 Longhorn Ct	156 Longhorn Ct
400 W Ross	Grant/Hellar

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: August 8, 2024

Re: Fire Department Staff Report

- Clearwater Fire responded to **21** medical calls and **8** 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 **20** times.
- 12/15 of our certified drivers have been cleared to operate the new engine. Chief Dinwiddie will continue to get the remaining drivers certified in the near future.
- Members began disassembling T72 ('84 Forestry 6x6) of equipment and tools at our meeting on July 30th. All that is left is the removal of the pump and water tank.
- Members covered downed firefighter and MAYDAY procedures at our last meeting on the 6th.
- Members trained over airway management at our last medical training on the 1st.
- Old E72 ('84 Ford) is currently on Purple Wave's auction site and the closing date is August 27th.
- T71 and E72 had their annual pump certification conducted on August 1st.
- The department sent E71 to Wichita on the 3rd to pay tribute to and honor fallen Firefighter Voth during his dignified transfer procession.
- The department will be providing medical stand-by for the Chisolm Trail Rodeo this weekend (August 9-10th).
- The department has transitioned over to the FireWorks reporting system.



To: Mayor and City Council
From: Kirk Ives, Chief of Police
Date: August 8, 2024
Re: Police Department Staff Report

Officers:

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

DV call are still up and child custody calls.

Police Clerk:

Staying busy with daily and weekly duties.

Building:

Has no issues currently.

Vehicles:

Regular routine maintenance.

Vehicle #5 is back and working great.

Vehicle #4 is at the radio shop for the new installation and a seat cover. The cloth seats tear easily because of officers duty gear rubbing on the seat.

Matters of interest since last meeting on Police Activity:

We have had 62 dispatched/report calls with 8 arrests and 28 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: August 13, 2024, 2024

Subject: Public Works Summary

1. Replace setter on service line at 205 S 1st
2. Trim up the tree hanging over the old schoolhouse behind museum
3. Replace/change light to led in City Hall
4. Meet with Kansas Division of Water Resources to check irrigation well GPM
5. Pothole additional spots of Water line at Tracy/Diagonal. Found where water line crosses railroad.
6. Replace nonfunctioning lights at public works office
7. Closed off effluent at ponds on July 30th
8. Power washed North Clearwater entrance rock
9. Reattached light on top of baluster at circle drive in City Park
10. Inspected fence around basketball court after receiving report that it was detached. We found that the chain link fence had been beaten from support posts. Ordered heavier gauge black tension wire to reattach
11. Attempted to replace original concrete sidewalk at 441 S 4th removed for tap and instillation of new water service. Unfortunately, the slabs broke. We will have to replace it with new concrete.
12. Refreshed all old crosswalks and added 8 new crosswalks. There are now crosswalks from 4th to Tracy on both the North & South sides of Ross Ave.



Clearwater Senior Center

Staff Report

August 7 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

Things at the Center are running great. We are continuing to see an increase in numbers at events and new members. See the chart below for the most current numbers.

Stacy Nilles with CPAAA came and completed an annual assessment with me on July 31st. There was an additional Senior Services Board Member with her, and they were both very excited and impressed with all the education, activities and special events we do here at the Center. I do have a few new topic ideas would like to fulfill by the end of the year.

28 Seniors and family attended Matilda the Musical on August 3. We all had an amazing time and enjoyed dinner after at Bite Me BBQ. A fun time was had by all.

On August 6, we began our 4-month long HAPp training series. HAPp stands for Hypertension Awareness & Prevention Program. This program requires the participants to attend monthly nutrition education meetings as well as 2 blood pressure checks with a specialist. They will spend about 2 hours per month for this class series. We have 10 participants with the possibility of 2 more coming after their vacation.

Lunch & Learn is coming up quick, Tuesday, August 13 and Lunch Bunch is planned for Friday, August 30th.

Respectfully,

Amber Ives

Senior Center Coordinator

Attendance	Monthly Participants (Unduplicated)	New to the Center	Commodities
January	60	1	0
February	96	13	42
March	82	3	0
April	90	7	40
May	105	5	0
June	106	11	55
July	127	10	
TOTAL 2024	221	50	

**City of Clearwater
City Council Meeting
August 13, 2024**

Budget Hearing

Context: The City of Clearwater's Revenue Neutral Rate (RNR) for the 2024 Budget is 58.887 Mills (\$1,434,153). The current 2024 Mill Levy Rate is 64.044, but with increased assessed valuations 1 mill has more of a value in 2025 than 2024 therefore by staying RNR the mill levy will drop to 58.887. The notice was published in the Times Sentinel Newspaper on August 1, 2024, setting the hearing date for August 13, 2024 at 6:30pm.

2024 Budget

2023 Assessed Valuation: \$22,393

2024 Proposed Mill Levy: 64.044

2024 Taxes Budgeted \$1,434,153

Proposed 2025 Budget

2024 Assessed Valuation: \$24,354

2025 Proposed Mill Levy: 58.887

2025 Taxes Budgeted \$1,434,153

The budget that has been published continues the same level of employees and services to the community as 2024 plus some additions while staying RNR.

Items considered during the budget but NOT included – Totaling \$266,300

- Storage update to city hall
- Air circulation in city hall
- Review/Modify Subdivision & Zoning Ordinance
- A new fire truck
- Refurbishment of the overweight tender to a 3rd brush truck
- Chisholm Ridge Pond monthly contracted maintenance
- Housing Incentives for the Wood Street Addition

Reductions in the Budget that were made – Savings \$77,202

- Remove Facebook management contractor
- Change in municipal code host
- Change web host
- Remove the Shred Day event due to dwindling attendance
- Remove the funds set aside to conduct abatements
- Remove the subscription for National League of Cities
- Remove the budgeted 6th employee from Public Works
- Remove the Humvee from the Police fleet
- Remove the 4th of July fireworks show
- Reduced the capital improvement park fund
- Remove the equipment reserve transfer for the empty lot at Tracy and Ross

Additions – Totaling \$143,760 (does not include added equipment reserve increases)

- Administration - Planning Consultant
- Fire - Increase equipment reserve for future vehicle purchases
- Fire – purchase 2 ice suits
- Fire – replace one A/C unit
- Library/ Museum Building – increase equipment reserve for HVAC equipment
- Park – added spraying for cattails
- Police – Adjust the base rate from \$18.50 to \$21.00 – adjust other salaries accordingly to stay in line with other agencies
- Pool – adjust the base rate from \$9 to \$10
- Public Works – adjust the base rate from \$18 to \$19 – adjust other salaries accordingly to stay in line with other agencies.
- Special Projects – Start a streetlight installation reserve for future requests
- Special Projects – additional funds to apply to road reconstruction project.
- Senior Center – added contracted floor cleaning
- Senior Center – added contracted lawn management
- All other wages – budgeted 4% increase to catch up with CPI average.

Continued Equipment Reserve contributions for future large purchases – total \$717,066

- Administration – Servers, computers, maintenance
- Senior Center – Computers, appliances, maintenance
- Police – Computers, servers, guns, radios, vehicles, cameras
- Court – Computer
- Public Works – Computers, mowers, heavy equipment, vehicles
- Fire – Radios, gear, maintenance, apparatuses
- Parks – playground fall protection, mowers, equipment
- Pool – surface maintenance, shade structures, diving board, pumps, slides
- Museum/ Library building – maintenance
- Special Projects – Sidewalks, road reconstruction, streetlights

**100% of the 1% sales tax has been identified to be applied to the road reconstruction project and is added into the equipment reserve total number. **

Financial: No financial commitment will be made at the hearing.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Determine if any changes need to be made prior to the budget adoption on August 20, 2025

**City of Clearwater
City Council Meeting
August 13, 2024**

111 E Nancy – Weed Notice Hearing

Context: On July 15, 2024 the City Administrator was notified that the line of site was affected at the corner of Nancy and Tracy because the weeds in the ditch area was too tall. A letter was sent out certified notifying the resident at 111 E Nancy of the city code

Section 16-12 Weeds to be removed - It is unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon the premises or any area between the property lines of the premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds are hereby declared a nuisance and are subject to abatement as hereinafter provided.

Per our city code Section 16-13 the resident was notified by certified mail to remove the weeds within 10 days of receipt of the notice or request a hearing within 5 days of receipt of the notice.

The resident received the notice on July 19, 2024, and on the same day asked for a hearing. The agreed date of the hearing was set for August 13, 2024, at 6:30pm. The owner was sent a follow up letter, certified, confirming the date and time of the hearing.

Since then, the area that was in violation has been cut down and is no longer a concern. However, the owner has not cancelled the hearing, and the hearing is still scheduled.

Financial: The only cost for the city was staff time and sending the two certified letters which cost \$5.04 per letter.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Nothing to report.



WEED NOTICE – HEARING DATE SET

August 8, 2024

Clifton Beck
111 E Nancy
Clearwater, KS 67026

Dear Property Owner:

Per your request on July 19, 2024, we have set a hearing for you before the Governing Body regarding the City Code Section 16 Article II violation notice you received for your property at 111 E Nancy.

The City of Clearwater has set your hearing for August 13, 2024, at 6:30pm at City Hall.

If you have any questions, please contact Clearwater City Hall.

Sincerely,

Courtney Zollinger
City Administrator

Copy of Hearing Notice



NUISANCE LETTER – WEED NOTICE

August 8, 2024

Clifton Beck
111 E Nancy
Clearwater, KS 67026

Dear Property Owner:

The City of Clearwater has again received a complaint about your property located at 111 E Nancy Clearwater, Kansas, is in violation of the city weed control law Section 16 Article II.

Legal Description: LOTS 1 & 2, BLOCK B, TERRACE PARK ADDITION

Sec. 16-12. - Weeds to be removed.

It is unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon the premises or any area between the property lines of the premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds are hereby declared a nuisance and are subject to abatement as hereinafter provided.

You have 10 days from receipt of this letter to cut or destroy the weeds on the property in violation. You may request a hearing before the city council within 5 days of receipt of this notice if you do not agree with this order.

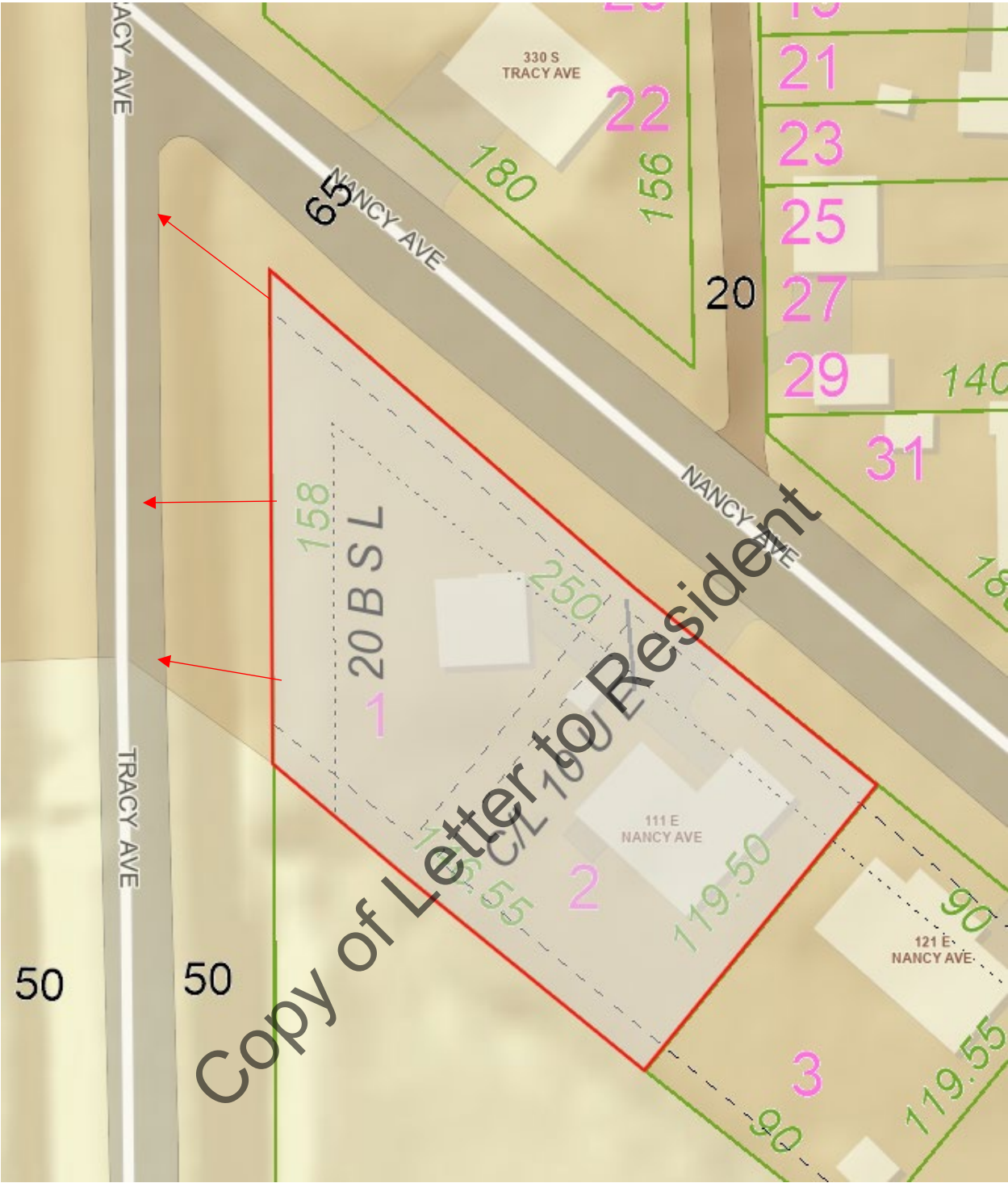
If the weeds are not cut or destroyed or you fail to request a hearing within the allowed time, the city or a designated agent will cut or destroy the weeds and assess the cost, including a reasonable administrative fee against the owner of the property. The owner will be given an opportunity to pay the assessment and if it is not paid within 30 days, it will be added to the property tax as a special assessment.

No further notice will be given during the current calendar year prior to the removal of weeds from the property.

If you have any questions, please contact Clearwater City Hall.

Sincerely,

Courtney Zollinger
City Administrator



**City of Clearwater
City Council
August 13, 2024**

Employee Insurance

Context: At the July 30th workshop the governing body heard from HIC Agency Inc. talking about medical benefits for employees through Freedom Claims Management Inc (FCMI). The City has been contracted with the State Employee Health Plan (SEHP) since 2004.

HIC provided information to show how by becoming self-insured the governing body would be able to manage benefits for it's employees instead of the State.

- ▶ Currently the State plan continues to have increases in deductibles and premiums each year. MERP Medical Expense Reimbursement Plan – FCMI with Blue Cross Blue Shield of Kansas.
- ▶ Currently showing approximately 90K of the City's funds going into the State's reserves each year.
- ▶ By becoming self-insured all Unspent Claims funding is the City of Clearwater's money
- ▶ The unspent claims money could potentially be greater savings with lower premiums using medical underwriting
- ▶ Continue to be in the BCBSKS Medical Network
- ▶ We would have the ability to customize plan design – (Example) adding a Chiropractic copay or lowering copays at the primary care, specialist or pharmacy
- ▶ We can offer a preventive Checklist similar to the wellness options with the state. Premium credits and bonus HSA Money!
- ▶ Fund Employer HSA with Claims reserves

Financial: The City is in contract with the State until December 2025. If the city were to cancel ahead of that the penalty would be about \$8,000.

We asked when other city's left the State plan, when did they receive their penalty bill. The answer was, no city has received a bill from the State yet, who have left.

The City is budgeting \$339,000 in medical costs for employees in 2025. With the plan from FCMI the City would pay approximately \$185,000 instead of the State prices. By canceling the agreement, the City has with the State, we would be able to save around \$115,000 after all fees including FCMI and State (one-time) fees.

That would be \$115,000 to the city would keep paying claims and keep in our own reserve fund for future use, just in the first year.

HIC presented an actuary that showed the risks of how many people in our group would max out on claims. Out of 41 people (this number includes employees and all dependents), 2.93 people would max out in one year on claims.

If 100% of our employees and dependents utilized 100% of their insurance claims then the City's risk, in one year, would be \$144,000. This is because the plan that has been quoted is a total out of pocket of \$7,100 per person or \$14,200 for family. After those amounts are reached then BCBS will pay the rest of the claims.

The first year the City would mirror the same insurance deductibles, co-pays, and premiums that would be set by SEHP so the employees and city would not see any differences in the first year.

FCMI Liability									
2025 Budgeted	\$339,000.00								
FCMI Medical and Dental Premiums	\$184,022.40	(Employee portion is deducted)							
HSA account Fee (11 employees)	\$ 363.00								
FCMI Fee per person annually	\$ 9,360.00								
FCMI Fee for Savings (rough #)	\$ 23,246.64								
Early Cancellation of SEHP Fee	\$ 8,191.85								
Budgeted vs. Upfront Costs	\$114,542.11	Annual Savings to pay claims							
	\$144,000.00	Total Catastrophic - Every emp/fam max out							
	\$ (29,457.89)	Amount the General Fund would need to cover if all employees maxed out on claims							

Legal Considerations: We are in contract with the State Employee Health Plan until December 31, 2025. If we were to move forward prior to our contract end date we would need to notify them by October 1, 2024. Per the contract we could possibly be charged 2.5% of the remaining contract, which is equivalent to about \$8,200. The city attorney should review and comment as necessary.

Recommendations/Actions: Consider the switching from the State Employee Health Plan to a BCBS Umbrella Policy through Freedom Claims.

City of Lincoln Center	"Our City joined KAHP with KMIT and has a high deductible BCBS plan using Freedom Claims. We have had good luck with that set up. We are a small city so joining with KAHP has kept our premiums down."
City of Harper	"We have been with FCMI since 2018 and have had great success with managing our premiums."
City of Pratt	"We are changing to a high deductible plan with BCBS and will have secondary insurance through Freedom Claims, again keeping the same benefits (a slight improvement in overall employee out of pocket). This will save us between \$200,000 - \$300,000 this year and give us an opportunity to start a reserve. Our goal is to be self - funded instead of paying high premiums. We may be behind the times on this."
City of Harper	"We have been with FCMI since 2018 and have had great success with managing our premiums".
City of Lindsborg	"We have used them for several years; I highly recommend them. They are extremely helpful and very responsive to questions."
City of Udall	The City of Udall just began using FCMI in 2023 and "are happy with them".
City of Hays	"We use them for their consulting, not for their Freedom Choice Plan. They have been great to work with. We have been Julie and her team since 2009 and stay with her because of how great they are."
City of Sterling	Sterling has been with FCMI since 2022. They are "more than pleased with our decision. Julie Yarmer is very helpful and really knows insurance. The employees did not notice much of a change other than having 2 carry cards, but I didn't hear any complaints. I would highly recommend Freedom Claims."
City of Lyons	"They are great! They help with anything and everything you have questions on. Their response time is quick and if they can't get you the information, they always email the person who would be able to help.!"
City of Junction City	"This is our 2 nd year working with them and a two-card insurance program. They are actually very nice to work with and very helpful. They are very hands on, and you will always get prompt responses from them. I don't think I've ever received customer service as good as what they provide."

**City of Clearwater
City Council
August 13, 2024**

Recreation Commission Appointment Ordinance Amendment

Context: The governing body has been considering the amendment to ordinance 569 amending how appointments are made by the city council to the Chisholm Trail Recreation Commission. Per state statute 12-1926 it states that the City and School District are to appoint two members each who reside within the taxing district. The fifth member is appointed by the other four and must also be in the taxing district. The Recreation Commission taxing district is the same as USD 264.

Currently 4 of the 5 members live outside of the city limits. The governing body has discussed that they would like to make sure the city's tax base has a representation on the Recreation Commission and has asked for a modification to the ordinance that would state this as well as be in compliance with KSA 12-1926.

The other modification discussed was to have a member of council sit on the board to mirror what the school board does.

The modification to the ordinance states:

Beginning with the next selection by the mayor, at least one appointment to the recreation commission by the City of Clearwater must, at the time of their appointment, be an elected council member.

Beginning with the selection by the mayor following the appointment of an elected council member to the recreation commission pursuant to subpart (c) of this section, the remaining appointment to the recreation commission by the City of Clearwater must reside within the city limits of the City of Clearwater, Kansas.

This change will not be in effect until the terms are up for each of the current people appointed by the city.

Financial: Nothing to consider.

Legal Considerations: counsel has prepared the amended ordinance for the council's approval.

Recommendations/Actions: Adopt the ordinance, modifying the City of Clearwater's appointments to the Chisholm Trail Recreation Commission.

THE CITY OF CLEARWATER, KANSAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF CLEARWATER, KANSAS,
AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-282 OF THE
CODE OF ORDINANCES, CITY OF CLEARWATER, KANSAS,
APPOINTMENTS OF MEMBERS OF THE RECREATION
COMMISSION.

SECTION 1: Section 2-282 of the Code of Ordinances, City of Clearwater, Kansas, is hereby amended to read as follows:

Sec 2-282 – Appointment of members of the recreation commission

- a. The Chisholm Trail recreation commission shall consist of five appointed members. The school district shall select one member who shall serve for a term of one year and one member who shall serve for a term of four years. The mayor, with the consent of the council, shall select one member who shall serve for a term of two years and one member who shall serve for a term of three years. The first four appointed members shall select a fifth member who shall serve a term of four years. Thereafter, the members shall be selected in the same manner as the member whose term has expired, and each subsequent appointment shall be for a term of four years.
- b. Whenever a vacancy occurs in the membership, an elector shall be selected to fill the vacancy in the same manner as the member he is succeeding who shall serve for the unexpired term.
- c. Beginning with the next selection by the mayor, at least one appointment to the recreation commission by the City of Clearwater must, at the time of their appointment, be an elected council member.
- d. Beginning with the selection by the mayor following the appointment of an elected council member to the recreation commission pursuant to subpart (c) of this section, the remaining appointment to the recreation commission by the City of Clearwater must reside within the city limits of the City of Clearwater, Kansas.

SECTION 2: This ordinance shall take effect and be in force on the ____ day of _____, 20____, and after such publication in the official City newspaper.

ADOPTED by the Governing body of the City of Clearwater, Kansas on this _____ day of _____, 20____.

Burt Ussery, Mayor

ATTEST:

Jaye Poe, City Clerk

**City of Clearwater
City Council
August 13, 2024**

Final Plat– Park Glen Estates Median

Context: At the April 2, 2024 meeting the Planning Commission, after lengthy discussion, made a motion to vacate the median at the entrance of Park Glen Estates and give it to the Park Glen Estates HOA.

Certified Engineering Design, P.A., spent some time and asked around how can a city vacate something in the middle of the road. By state statute, when a right of way is vacated it is split 50/50 with the property owners on either side of it. This means that if the city vacated the middle of the road then the ownership would automatically become 50/50 with owners of Lots 1 and 11, Block 1 of Park Glen Estates. Then they would intern have to sign over ownership to the Park Glen Estates Homeowners Association.

The intent of the Planning Commission was to remove ownership of the median from the City and give it to the Park Glen Estates HOA. Instead of vacating the area staff identified the cleanest way to notate the area and sign over proper ownership was to create another “subdivision” for the median, a.k.a Reserve A.

A letter was sent out to all property owners within 200’ of the median asking them to send in written comments.

In accordance with Section 32-92 – Final Plat of our City Code, CED prepared a Final Plat for the Park Glen Estates Median Addition for the Planning Commission to consider. On August 6, 2024, the Planning Commission made a motion to approve the plat as submitted. It was voted and passed unanimously.

Before the final plat is recorded it must first either get the approval or disapproval of the governing body.

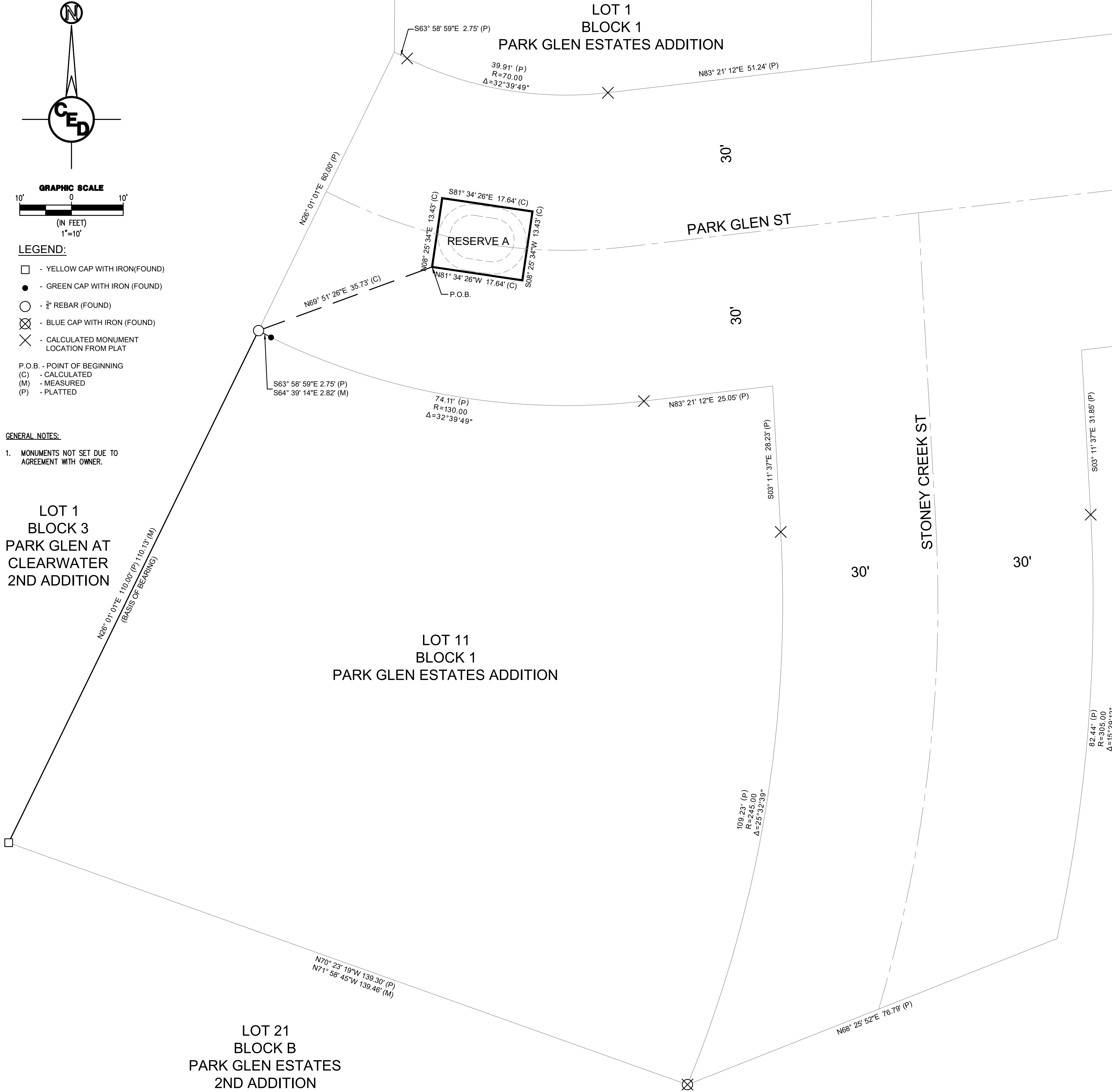
The Final Plat will be approved by the City Council who will take your recommendation into consideration.

Financial: Filing fee for submitting the plat is \$140.00 with the Register of Deeds.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Consider the final plat for Park Glen Estates Median.

FILE LOCATION: C:\Users\Engineer\OneDrive - CED\2024\20243392\DWG\Reserve A Median Addition Plat.dwg TAB NAME: 24x35 USER: Engineer 1 SAVED: 6/19/2024 5:08 PM PLOTTED: 6/19/2024 5:08 PM



FINAL PLAT
PARK GLEN ESTATES MEDIAN ADDITION
A PORTION OF THE NORTHWEST QUARTER OF SECTION 25
TOWNSHIP 29 SOUTH, RANGE 2 WEST OF THE 6TH PRINCIPAL
MERIDIAN, CLEARWATER, SEDGWICK COUNTY, KANSAS

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION
I, THE UNDERSIGNED, LICENSED PROFESSIONAL SURVEYOR IN SAID STATE, DO HEREBY CERTIFY THAT UNDER MY SUPERVISION, THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED BY CERTIFIED ENGINEERING DESIGN, P.A., ON OR ABOUT JUNE 07, 2024 AND THAT THE ACCOMPANYING FINAL PLAT PREPARED AND ALL THE MONUMENTS SHOWN HEREIN EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, UNLESS OTHERWISE NOTED, TO THE BEST OF MY KNOWLEDGE AND IS DESCRIBED AS FOLLOWS:
LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 1, PARK GLEN ESTATES ADDITION, CLEARWATER, SEDGWICK COUNTY, KANSAS; THENCE N26°01'01"E, 110.00 FEET ALONG THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT; THENCE N69°51'26"E, 35.73 FEET TO THE POINT OF BEGINNING; THENCE N08°25'34"E, 13.43 FEET; THENCE S81°34'26"E, 17.64 FEET; THENCE S08°25'34"W, 13.43 FEET; THENCE N°81°34'26"W, 17.64 FEET TO THE POINT OF BEGINNING.

ALL PUBLIC EASEMENTS AND DEDICATIONS BEING VACATED BY VIRTUE OF K.S.A. 12-512b, AS AMENDED.
OWNER'S CERTIFICATE AND DEDICATION
STATE OF KANSAS) SS
CITY OF CLEARWATER) SS
KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HAVE CAUSED THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE TO BE PLATTED INTO A RESERVE TO BE KNOWN AS "PARK GLEN ESTATES MEDIAN ADDITION" AN ADDITION TO CLEARWATER, SEDGWICK COUNTY, KANSAS. RESERVE "A" IS HEREBY RESERVED FOR A MONUMENT SIGN AND LANDSCAPING. THE RESERVE IS TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION FOR THE ADDITION, THEIR SUCCESSORS AND/OR ASSIGNS.
PARK GLEN ESTATES, LLC
SHAUN M. WEAVER, MANAGING MEMBER

STATE OF KANSAS) SS
CITY OF CLEARWATER) SS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS ____ DAY OF ____ 20____, BY SHAUN M. WEAVER.
SEAL OR STAMP _____, NOTARY PUBLIC
MY APPOINTMENT EXPIRES: _____

SURVEYOR:
LOGAN J. MILLS, P.S.
1935 W MAPLE
WICHITA KS, 67213
316-262-8808
OWNER:
PARK GLEN ESTATES, LLC.
226 E. ROSS ST. STE. 104
CLEARWATER, KS 67026
316-200-0248

NOTE: BOUNDARY SURVEY COMPLETED BY LOGAN J. MILLS, P.S., ON OR ABOUT JUNE 07, 2024.
BENCHMARK:
CHISELED "X" ON TOP OF CURB LOCATED APPROXIMATELY 16 FT N OF SE CORNER OF BLOCK 1, LOT 8, PARK GLEN ESTATES
ELEV. = 1267.22 (NAVD88)

PLANNING COMMISSION CERTIFICATE
THIS PLAT OF "PARK GLEN ESTATES MEDIAN ADDITION", AN ADDITION TO CLEARWATER, SEDGWICK COUNTY, KANSAS HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF CLEARWATER PLANNING COMMISSION, DATED THIS ____ DAY OF ____ 20____.
CLEARWATER PLANNING COMMISSION
BY: _____, CHAIR
LYLE BERNTSEN
ATTEST: _____, SECRETARY
CAROL REITBERGER

GOVERNING BODY CERTIFICATE
STATE OF KANSAS) SS
CITY OF CLEARWATER) SS
THIS PLAT APPROVED AND ALL DEDICATIONS SHOWN HEREON, IF ANY, ACCEPTED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, KANSAS, THIS ____ DAY OF ____ 20____.
BURT USSERY, MAYOR
JAYE POE, CITY CLERK
THIS PLAT IS APPROVED PURSUANT TO THE PROVISIONS OF K.S.A. 12-401.
DATE SIGNED: _____, 20____.
JENNIFER HILL, MCDONALD TINKER, CITY ATTORNEY

TRANSFER RECORD
ENTERED ON TRANSFER RECORD THIS ____ DAY OF ____ 20____.
KELLY B. ARNOLD, COUNTY CLERK
REGISTER OF DEEDS
STATE OF KANSAS) SS
SEDGWICK COUNTY) SS
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT ____ A.M. - P.M., ON THE ____ DAY OF ____ 20____.
TONYA BUCKINGHAM, REGISTER OF DEEDS
KENLY ZEHRING, DEPUTY

COUNTY SURVEYOR CERTIFICATE:
STATE OF KANSAS) SS
SEDGWICK COUNTY) SS
REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS ____ DAY OF ____ 20____.
TRICIA L. ROBELLO, PS #1246, DEPUTY COUNTY SURVEYOR SEDGWICK COUNTY, KANSAS

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