



City of Clearwater Council Meeting Agenda
Tuesday December 10, 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. [Utility Write Off](#)
 - d. [2025 Pay Range Resolution 17-2024](#)
- 6. Staff Reports**
- 7. Business**
 - a. **Action:** [2025 Salary Resolution 18-2024](#)
 - b. **Action:** [2024 Boundary Resolution 19-2024](#)
 - c. **Action:** [2025 Fee Schedule Resolution 20-2024](#)
 - d. **Action:** [Agreement for Senior Centers/ Sedgwick County](#)
 - e. **Action:** [Library Request for New Shed](#)
- 8. Governing Body Comments**
- 9. Executive Session**
- 10. Adjournment**

Next Assignment Numbers

Charter Ordinance: 23

Ordinance: 1116

Resolution: 17-2024

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**
November 26, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

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

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Kirk Ives, Cole Hollis, and City Attorney, Scott Ufford. Jared Dinwiddie was present via GoTo meetings.

Others Present who spoke:

Trent Zimmerman, Royce Taylor and Michael Snyder.

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, added Item 7b, Fall Festival Parade Route.

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

CMB License Renewals

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Zollinger sent the bridge waiver to the County, and it is under review. The work will begin late next year. Council liked the updated door hangers from Professional Code Compliance. Council discussed grants for roads, Zollinger has looked at a few but since Clearwater is not linked to a highway it isn't likely that it will be awarded. Council asked about Southern Star annexing in, Zollinger stated that there is already water available for them to hook up to, but the sewer would have to be ran out there and they would pay for it.
- Fire Department – Jared Dinwiddie – Zollinger added that the raffle raised \$5,073 for fire department donations.
- Police Department –Kirk Ives – Council was surprised the Humvee sold for \$18,500.
- Public Works/Parks – Cole Hollis – Council discussed the porta potty placement for the road construction, Zollinger stated it would be moved since they finished up the work in that area. Robben asked if the parking stalls on Lee could be painted, it was hard for him to see them this evening. Zollinger said they can do it in

Spring. Council discussed the samples and discharging of the ponds. Hollis stated that the results from the samples come back within 15 days and have passed all 6 times they discharged this year.

- Senior Center – Courtney Zollinger – Shore asked when the heaters were needed for the Christmas event, Zollinger stated they will be for the train rides downtown from 1-4.

7. Business

a. 200 S Grant- Nuisance Update

At the last City Council meeting, Michael Snyder had a hearing regarding a nuisance violation he received. Mr. Snyder stated he stopped mowing because he doesn't believe the city is taking care of the road properly, it wasn't draining and is too narrow according to the city's code. Council asked staff to review the complaints. In 2020 Certified Engineering Design (CED) did a road study in Clearwater for all gravel roads and 200 S. Grant was found to be in good condition. In 2005 the City Council adopted subdivision regulations for all new plats within the City. The regulations stipulate that all residential streets must have a minimum right-of-way of 60' and moving traffic lanes may be variable from 9' to 12' depending on function. The Tracy and Byers Addition was platted in 1912 and was platted with an 80' right-of-way and with a 20' width (10' passing lanes) which meet the standards the city. There is no state statute that dictates the road width. There is a state statute that says no vehicle shall be wider than 8.5'. Most city streets range from 9' to 15'. Narrower on roads with low traffic volume. With respect to the road that borders 200 S Grant the road width is 20' with 10' passing lanes, which meets the city's road requirements. On a 20' wide gravel road, the crown should be 4% to 6% slope from center to edge. On Grant from Park to Kansas, the slope is 4.5%, which meets standard road slopes. It is therefore the conclusion of staff the City meets its requirements for the roadway that borders 200 S Grant. The area has been mowed, so the nuisance is no longer an issue. Zollinger spoke with Mr. Snyder to let him know the findings. Public Works, Zollinger and CED discussed Public Works maintaining the drainage areas and will start clearing the ditches in Spring. Mr. Snyder brought a rock that he found while mowing the area in question for Council to see. He reiterated his concerns about the maintenance of the road not being done properly and water not draining off the roads. He asks that the City do better than the minimum standards.

b. Fall Festiva Parade Route – Inserted

Mayor Ussery let Mr. Zimmerman know the parade route had been discussed by Council at a previous meeting, which is why this topic was inserted into a business item. Mr. Zimmerman stated that the parade route wasn't an issue this year. He has done the car show for the Fall Festival the last 3 years, before that it was his father. He discussed the many different locations in years past of the car show, its attendance and lack of area and electricity needed. He stated that communication on overflow parking was incorrect while the show was at the pool. Due to the undesired locations, about 10 people have said they will not return, and this is the main complaint from the other attendees. The best turnout for the car show is when it is located on Ross. The funds from the show are donated back to the community. Zimmerman was told that the car show will not be allowed at that location. He stated that the 5k had the entire city shut down at 7 am making it difficult for people to get into the car show, homeowners and business owners to get into town. Another issue he was told, there were not enough barricades. He stated that was due to the 5k also. There was nobody at the barricade to let people into the car show at the route that was provided by the City. He is asking that the parade route stay the same as this year and look at relocating the 5k for next year since the 5k seemed to be the issue with all the road closures needed to run it. Mayor Ussery stated that the role of the governing body is to set the parade route, and the Fall Fest committee sets the events and the logistics to run them. He stated that Mr. Zimmerman will need to work with the committee to coordinate the car show for next year. He is in favor of the car show being one of the events and applauds Zimmerman for giving back to the community. The Council believes that the parade route should go right down Ross and Mayor Ussery thought the location of the car show was good this year. If the car show will not work with the parade going down Ross, then Zimmerman will need to work with the committee through logistics. Council mentioned moving the car show to start after the parade to avoid the candy, water and confetti that may get on the cars. Communication will need to be worked on for a route on how cars will get into the show. Mayor Ussery then mentioned the volunteer hours that goes into the festival and suggested some of the people volunteer to help from the car show. There has been discussion on a different route for the 5k. Zimmerman is not in favor of

the car show being on Ross while the parade is going on. He mentioned that the gaps in the parade were not due to route itself, but the different groups stopping to do a performance. He mentioned that the car show does not volunteer usually but the community does donate for prizes. He believes this is now a bleeding car show with the mentioned concerns. Zimmerman stated they have a recommended entry fee of \$20, some do not pay. Mayor Ussery stated there is a solution so that the car show can remain as an event, Zimmerman needs to get with the committee to discuss the different options. Palmer-Witt asked if changing the time could work, Zimmerman stated that that has been discussed, they are just battling other car shows happening at those times. He stated that the main reason he came was because he had heard that they were not allowed in that spot again. Mayor Ussery stated that they would like to see the car show as an event, and he needs to start communicating now with the Fall Fest Committee for next year. The parade route will be going down Ross next year. Royce Taylor spoke about the same issues as Zimmerman. He is on the committee and served as the voice for the car show since Mr. Zimmerman couldn't attend most meetings.

c. 2025 Fees Resolution

By resolution, ordinance or other means fees are established annually. These fees are spread throughout our Municipal Code and are reviewed on an annual basis. Staff were asked to review firework tent permit and mobile food prices. After reviewing other cities and what the school receives from the fireworks sales, the recommendation is to not raise the firework sales fee. Clearwater rates are in line with what other towns charge. While Wholesale Fireworks brought in \$64,000 from Clearwater sales, the kids only received \$11,800 to split between the 35. Zollinger spoke with the school, and they may be switching to a different company next year that is partnered with Cody Hana. The school signs a contract early January with Wholesale normally. The school asked if the City would not issue a permit to Wholesale if they requested one, Zollinger stated they can not deny a request without reason but suggested to advertise early on if they are going to use a different company. Council asked if there were other times that we have tents in town, Zollinger stated for this permit specifically, no. There are craft fairs, but they do not require a permit. The fee for the fireworks sales is \$6,000 and it is recommended to keep it at that. For the Mobile Food Vendor permit we are right in line with other cities, so it is recommended not to increase that fee as well. Other changes are Increase the residential water rates to a base rate by 2% according to city code. New Water Connections (meter installation). Cole went over the cost and it is recommended to increase the fee due to the significant increase in costs and added 1.5" and 2" meter size (which are not common). For sewer, increase the base rate by 2% according to city code. A per thumb drive cost was added to the schedule for digital requests. Decreasing recycling from \$6.00 to \$5.50. Added a notation of additional bags above the limit Waste Connections allows and charging a straight across fee. For a 95-gallon cart, you can get up to 5 bags for free but for a 65-gallon cart, you do not get additional bags without charge. For Planning and Zoning we added a notation of Sign Placement on Public Property but at a \$0.00 fee because we only allow non-profit organizations and community events on public property. Council asked if this included political signs, Zollinger stated no since that is regulated by State Statute. Jail costs increased because Sedgwick County increased their prices. Council had no other questions or suggestions; the fee resolution will be brought to the next meeting.

8. Governing Body

Walter – None.

Shore – None.

Palmer-Witt – Asked if Public Works could do something about the pothole by the Railroad on Tracy. Hollis said they could put cold patch on it. Shore asked if the pothole across from Mize's could also be done, Zollinger stated that she has already reached out to maintenance at the Church.

Robben – None.

9. Executive Session

Motion: *Shore* moved; *Palmer-Witt* seconded to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include the City Administrator, Governing Body and the City Attorney for 15 minutes. The City Council will reconvene the open meeting in the City Council Chamber at 7:45 p.m. The meeting convened at 7:45 with no action taken.

Ussery – Wanted to wish everyone a Happy Thanksgiving and is thankful for the Community and the people he

gets to work with and feels blessed to be here. The County did mow 135th after a note was sent to them. With both discussions tonight with the residents, we are listening and trying to plan better for the future. Council mentioned that it takes a lot of volunteers to run the Fall Festival and sometimes goes unnoticed.

10. Adjournment

Motion: *Robben* moved; *Palmer-Witt* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:50 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 November 26th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 10th day of December 2024.

Jaye Poe, City Clerk

Check Register Report

Date: 12/03/2024

Time: 3:03 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								
51237	12/04/24	Printed			APS1	AAA PORTABLE SERVICES, INC.	AYSO PORTA JOHN 10-30 - 11-11	232.88
51238	12/04/24	Printed			ALL S	ALL SEASONS SPORTSWEAR, INC	EMBROIDERY FOR JOB SHIRTS	70.00
51239	12/04/24	Printed			AMAZ	AMAZON BUSINESS	WIPER BLADES	666.25
51240	12/04/24	Printed			AU DIS	AUSTIN HOSE	REPLACE HYDRAULIC LINE	150.72
51241	12/04/24	Printed			BBL1	B & B LUMBER	LIGHT (EXT) POLICE/WELDING ROD	412.40
51242	12/04/24	Printed			BOWER	BOWERCOMM INC	EMAIL CAMPAIGN 9-20 - 11-19	105.00
51243	12/04/24	Printed			BRINK	DOUG BRINKLER	SANTA	200.00
51244	12/04/24	Printed			BPEC	BUSINESS PROTECTION EQUIP CORP	SHREDDER OIL	79.89
51245	12/04/24	Printed			CKS	CENTRAL KEY & SAFE CO, INC	REPLACE LOCK WELL 7	152.50
51246	12/04/24	Printed			CED2	CERTIFIED ENGINEERING DESIGN	Monthly Engineering Svc Fee	650.00
51247	12/04/24	Printed			CWC02	CLEARWATER WELLNESS CENTER	DEC WELLNESS CENTER DUES	100.00
51248	12/04/24	Printed			CONRAD	CONRAD FIRE EQUIPMENT, INC	STEPS & HANDRAILS E 71 SAFTETY	2,091.25
51249	12/04/24	Printed			DAV MO	DAVIS MOORE CHEVROLET	REPLACE RADIATOR VEH #5	2,724.32
51250	12/04/24	Printed			DDM	DENISE DONNELLY-MILLS	COURT APP ATTY 24-134 & 24-149	500.00
51251	12/04/24	Printed			ERE1	EMERGENCY FIRE EQUIPMENT	PUMP LEAK/SEAT REPAIR E72	993.68
51252	12/04/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS ELECTRIC SAL	69.55
51253	12/04/24	Printed			BH01	BECKY. C. HURTIG	Professional Services - Judge	1,100.00
51254	12/04/24	Printed			IRRIGATION	IRRIGATION BY DESIGN	WINTERIZE 3 SPRINKLERS	450.00
51255	12/04/24	Printed			K-42	K-42 RENTAL & STORAGE	TIRE FOR TRUCK	1,271.40
51256	12/04/24	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	41 LOCATES	49.20
51257	12/04/24	Printed			KST1	KANSAS STATE TREASURER	NOVEMBER TREASURER REPORT	811.00
51258	12/04/24	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	579.16
51259	12/04/24	Printed			LA LI	J. LARRY LINN	PROSECUTION SERVICES	1,000.00
51260	12/04/24	Printed			MIG1	MIZE'S THRIFTWAY	SANTA BAG CANDY CANES	226.06
51261	12/04/24	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	2025 DOG TAGS	71.57
51262	12/04/24	Printed			PARTY	PARTY EXPRESS BUS	CHRISTMAS LIGHT TOUR	415.00
51263	12/04/24	Printed			PEARSON	PEARSON CONSTRUCTION LLC	STREET WORK	588,629.70
51264	12/04/24	Printed			RA01	PITNEY BOWES	POSTAGE	300.00
51265	12/04/24	Printed			PP,INC	POSTALOCITY	MAIL DECEMBER BILLS	850.00
51266	12/04/24	Printed			PCC	PROFESSIONAL CODE COMPLIANCE		1,700.00
51267	12/04/24	Printed			RJ01	ROASTER JOE'S	CITY DRINKING WATER	39.15
51268	12/04/24	Printed			SAFE	SAFETY TEC	REPAIRS STOVE/SUPPLIES/SAFETY	185.21
51269	12/04/24	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	TOILET REPAIR PARTS	86.64
51272	12/04/24	Printed			SCT1	SEDGWICK COUNTY TREASURER	2024 TAX SENIOR CENTER	4,911.79
51273	12/04/24	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	SEHP Early termination fee	7,896.00
51274	12/04/24	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	ORD 1114 PARKING LIMIT AMEND	168.00

Total Checks: 36

Checks Total (excluding void checks):

619,938.32

Total Payments: 36

Bank Total (excluding void checks):

619,938.32

Check Register Report

Date: 12/03/2024

Time: 3:03 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								
3299	12/04/24	Printed			AFL1	AFLAC	NOV AFLAC PREMIUMS	527.44
3300	12/04/24	Printed			CGSI	CASEY'S	STATEMENT	2,034.33
3301	12/04/24	Printed			KGS1	KANSAS GAS SERVICE	921 E. JANET	93.13
3302	12/04/24	Printed			KGS1	KANSAS GAS SERVICE	401 W. ROSS	56.12
3303	12/04/24	Printed			KGS1	KANSAS GAS SERVICE	129 E. ROSS	73.66
3304	12/04/24	Printed			KGS1	KANSAS GAS SERVICE	319 W. ROSS	143.36
3305	12/04/24	Printed			KGS1	KANSAS GAS SERVICE	901 CLEARCREEK	57.59
3306	12/04/24	Printed			LIBERTY	LIBERTY NATIONAL	DEC LIBERTY PREMIUM	227.78
3307	12/04/24	Printed			MERCHANT	MERCHANT SERVICES	NOV E COMMERCE CC FEES	559.20
3308	12/04/24	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	DECEMBER PREMIUMS	26,416.16
3309	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	FIRE PHONE	476.37
3310	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	CITY BUILDING PHONE	125.75
3311	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	HIST PHONE & SECURITY	100.24
3312	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	PUBLIC WORKS PHONE	109.90
3313	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	PARK BROADBAND	3.00
3314	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	SR CENTER PHONE	62.64
3315	12/04/24	Printed			TWIN	TWIN VALLEY TELEPHONE	POLICE PHONE	246.42

Total Checks: 17

Checks Total (excluding void checks):

31,313.09

Total Payments: 17

Bank Total (excluding void checks):

31,313.09

Total Payments: 53

Grand Total (excluding void checks):

651,251.41

City of Clearwater
City Council Meeting
December 10, 2024

Utility Bill Write Off

Content: Mary Jo McMahan passed away on February 7, 2024. A total of \$427.88 is what Mary Jo owed on her outstanding utility bill.

Financial: A total of \$427.88 is what Mary Jo owed on her outstanding utility bill.

Legal Considerations: Review and Comment as Necessary

Recommendations/Actions: It is recommended the City Council approve the write-off.

**City of Clearwater
City Council Meeting
December 6, 2024**

Pay Range Resolution 17-2024

Context: During the 2025 budget preparations and adoption the governing body reviewed the current pay range for employees.

To stay competitive with surrounding areas the minimum wage range for positions was adjusted. The primary affected positions are in public works and police. By adopting the pay range resolution, Clearwater will be more inline with surrounding towns.

Financial: The adjustment has been budgeted for 2025.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve pay range resolution 17-2024

CITY OF CLEARWATER, KANSAS

RESOLUTION NO. 17-2024

A RESOLUTION ESTABLISHING THE CITY OF CLEARWATER,
KANSAS PAY RANGE PLAN FOR CITY EMPLOYEES.

Effective January 2025

Job Title	Hourly Range			Salary Range		
	Min	Mid	Max	Min	Mid	Max
Level 12	\$ 42.00	\$ 56.00	\$ 70.00	\$ 87,356.22	\$ 116,474.96	\$ 145,593.70
Level 11	\$ 36.84	\$ 49.12	\$ 61.40	\$ 76,628.26	\$ 102,171.02	\$ 127,713.77
City Administrator						
Level 10	\$ 32.32	\$ 43.09	\$ 53.86	\$ 67,217.78	\$ 89,623.70	\$ 112,029.63
Police Chief						
Public Works Director						
Level 9	\$ 28.35	\$ 37.80	\$ 47.25	\$ 58,962.96	\$ 78,617.28	\$ 98,271.60
Police Lieutenant						
Level 8	\$ 24.87	\$ 33.16	\$ 41.44	\$ 51,721.90	\$ 68,962.53	\$ 86,203.16
City Clerk						
Police Sergeant						
Public Works Operator III						
Level 7	\$ 21.81	\$ 29.08	\$ 36.35	\$ 45,370.08	\$ 60,493.45	\$ 75,616.81
Police Officer (Certified)						
Police Officer Part-Time (Certified)						
Deputy Clerk						
Public Works Operator II						
Level 6	\$ 19.13	\$ 25.51	\$ 31.89	\$ 39,798.32	\$ 53,064.43	\$ 66,330.53
Public Works Operator I						
Office/Court Clerk						
Police Officer (Uncertified)						
Level 5	\$ 16.78	\$ 22.38	\$ 27.97	\$ 34,910.81	\$ 46,547.74	\$ 58,184.68
Senior Center Coordinator						
Police Records Clerk						
Level 4	\$ 14.72	\$ 19.63	\$ 24.54	\$ 30,623.51	\$ 40,831.35	\$ 51,039.19
Level 3	\$ 12.91	\$ 17.22	\$ 21.52	\$ 26,862.73	\$ 35,816.98	\$ 44,771.22
Pool Manager						
Assistant Pool Manager						
Level 2	\$ 11.33	\$ 15.11	\$ 18.88	\$ 23,563.80	\$ 31,418.40	\$ 39,273.00
Animal Control Officer						
Level 1	\$ 9.94	\$ 13.25	\$ 16.56	\$ 20,670.00	\$ 27,560.00	\$ 34,450.00
Public Works Part-Time						
Senior Center Assistant						
Lifeguard						
Basket Room Attendant						
Parks Seasonal						

EFFECTIVE DATE

This pay range plan shall be in full force and effect upon the adoption of this Resolution by the Governing Body of the City of Clearwater, Kansas.

ADOPTED by the Governing Body and Approved by the Mayor of the City of Clearwater, Kansas on this 10th day of December 2024.

Burt Ussery, Mayor

SEAL

ATTEST:

Jaye Poe, City Clerk

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: December 6, 2024
Re: Administration Report

- Staff have been preparing for Christmas Comes to Clearwater all week. The event is Saturday December 7th.
- Jaye and I will be going to month 3 of the KMU training
- KDHE mandated all water utilities to send letters to all “unknown” Lead service line customers. This does not mean that the customer has lead pipes in their home, it just means that at this point in time we have not been able to determine that they don’t. Notifications were to be sent out by November 16, 2024; however, Clearwater missed the email from KDHE stating this mandate. Clearwater sent our notices out on December 2nd. We were told we will be in a Tier 3 Violation (monitoring and reporting violation). We must wait for the tier 3 violation notification from KDHE to know how to proceed.
- The main water break at Hellar and Elaine was in the middle of the road. Public Works had to cut into the newly paved road to fix the break. It is currently patched with rock, when it settles, PW will fill with asphalt.
- Staff will have their Christmas lunch on Friday the 13th.
- I will be attending the Rec meeting on December 11th. This will be my final meeting to take minutes for them. The new director, Carol Barrientez, will take over from there.
- Finalizing the liability waiver with Sedgwick County for the Diagonal and Tracy bridge project.
- The mayor and I will be attending a meeting with the County Commission Ryan Baty to discuss a Sedgwick County sales tax on Friday December 6th.
- As of November 30, 2024, the City has collected \$255,669.76. We will receive one more payments by end of the year.
- Cybersecurity training will begin next month. All staff that has a clearwaterks.org email will start receiving training. This will come quarterly, and phishing email tests will be sent out periodically. If you fail a test you will receive further training.
- CED sent an estimate for sewer main extension for Southern Star. The estimate was \$68,000 that included design, construction and inspection. The price has been forwarded to Southern Star.
- Deputy County Clerk, Karen Bailey, will be retiring this year. Her party is December 12th from 2pm – 4pm.
- Park Glen Estates Phase 2 is up for auction. The auction closing date is set for December 18th.

Dates to Remember

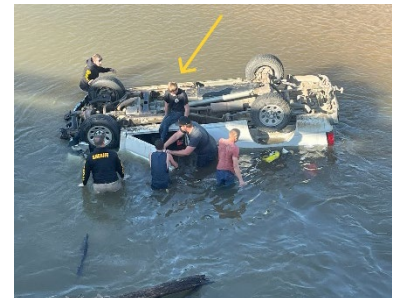
- December 7th - Christmas Comes to Clearwater
- December 13th – Staff Christmas Lunch
- December 24th & 25th – City Offices Closed for Christmas
- January 1st – City Offices Closed for New Years Day

Active Nuisances/ Code Violations

208 W Ross	200 S Lee	229 N Gorin	121 S Prospect	317 E Ross
211 S Lee	230 S Gorin	213 S Lee	321 E Nancy	1040 Silverado Ct
205 S Tracy	209 S Lee	219 S Byers	116 S Gorin	204 S Gorin
257 S Byers	302 S Tracy	235 S 1 st	249 S Lee	

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: December 5, 2024
Re: Fire Department Staff Report

- Clearwater Fire responded to **10** medical calls and **3** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **19** 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 **8** emergency calls.
- To Date: The CRV has been unstaffed **38** times.
- The department had its last fire and medical training for the year on the 3rd. Members reviewed HazMat Awareness and responses to HazMat calls.
- Members assisted with sacking candy on the 5th for the “Christmas Comes to Clearwater” event.
- The department submitted a 2024 AFG grant request to help purchase 8 portable radios and 3 mobile radios in the amount of \$72,983.65. Chief Dinwiddie submitted the request as a “microgrant” request (\$75K or less) in hopes of bettering the department’s chances for approval.
- I would like to personally acknowledge the actions of one of our cadets: Cadet Gibson Kraft was traveling with his brother and cousin on the afternoon of December 3rd when they witnessed a truck drive off the roadway and into the Ninnescah River, just west of the Highway 81 and 90th Avenue N. intersection in Sumner County. The three gentlemen quickly jumped into the river and assisted with removing the patient from the vehicle and onto the sandbank so emergency personnel could get the patient out of the riverbed and transported to the hospital. Despite their heroic actions, the patient did not survive the crash.



To: Mayor and City Council
From: Kirk Ives, Chief of Police
Date: Dec 5, 2024
Re: Police Department Staff Report

Officers:

Officers have been very busy with citations.

Police Clerk:

Finishing the year end.

Building:

Has no issues currently.

Vehicles:

Regular routine maintenance.

Vehicle #5 had a small water leak and is now fixed.

Matters of interest since last meeting on Police Activity:

We have had 56 dispatched/report calls with 12 arrests and 10 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: December 10, 2024

Subject: Public Works Summary

1. Winterize vacuum excavator
2. Test heaters and secondary heaters at all locations
3. Check antifreeze level and strength in all vehicles and equipment
4. Check propane levels at wells (had propane delivered to well 6)
5. Snowflakes installed
6. Installed 3 banners for senior center
7. Commodities fruit pick up
8. Replaced hydraulic line on backhoe
9. Replaced 2 tires on motor grader
10. Across the road lights installed
11. Garland and wreaths installed on downtown posts
12. Christmas lights installed on downtown buildings
13. Banners changed to winter
14. Train carts checked and modified/repared in preparation for Christmas comes to Clearwater
15. Replaced the exterior lights on Police station
16. Replaced bad GFCI outlet on downtown post
17. Repaired leak on service line at 445 N 4th Ave
18. Repaired leak on service line at 636 Rolling Hills Ct
19. Repaired leak on water main at East intersection of Hellar & Elaine Aves.
20. Meter pit riser installed at 253 Park Glen Ct



Clearwater Senior Center

Staff Report

December 6, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

It's HOLIDAY CELEBRATION TIME!

Create a Better Health started, and we have had up to 9 participants attend these sessions. They are Mondays and Thursday for an hour each for 3 weeks. So far, everyone seems to really like what they are learning.

Lunch and Learn is going to be great this year, I just know it. We will have ham and then others will bring side dishes and desserts to share. We will not have a speaker at this luncheon to leave all the time for fellowshiping with friends.

Several other great events are planned for this month, including the FAVORITE, Christmas Light Tour. This year we will be boarding a party bus and having someone else do all the driving for us. I am excited and have had 12 people sign up on the first day of signups!

New speakers are coming to discuss various health topics this month and many have voiced how excited they are for these new topics.

See you at Christmas Comes to Clearwater on Saturday!

Respectfully,

Amber Ives

Senior Center Coordinator

**City of Clearwater
City Council Meeting
December 6, 2024**

Resolution 18-2024, Salary Resolution

Content: Through the 2025 budget planning and adoption the proposed salaries were approved an increase of 4% as well as a market adjustment for the public works and police departments. Per City Code 2-71 the City Council is required to approve the annual pay plan for City employees.

Resolution 18-2024 establishes 2025 pay for city employees and by approving this resolution, the Governing Body will also be approving the raises as budgeted.

Financial: All pay adjustments are accounted for in the 2025 budget. Personnel Services represent 39% of all City expenditure.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve Resolution 18-2024, Salary Resolution.

RESOLUTION NO. 18-2024

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS, THAT THE 2025 CITY
EMPLOYEE PAY PLAN AS FOLLOWS:

Position	Name	Level	Pay	
City Administrator	Courtney Ostgren	11	\$ 97,535.01	Exempt
City Clerk	Jaye Poe	8	\$ 62,919.92	Exempt
Deputy Clerk	Carol Reitberger	7	\$ 53,560.00	Non-Exempt
Court Clerk/ Office Clerk	Jamie Endsley	6	\$ 41,600.00	Non-Exempt
Public Works Director	Cole Hollis	10	\$ 78,416.00	Exempt
Public Works Operator II	Chadd Posch	7	\$ 54,080.00	Non-Exempt
Public Works Operator I	Ethan Soeken	6	\$ 45,760.00	Non-Exempt
Public Works Operator I	Jason Biggs	6	\$ 43,680.00	Non-Exempt
Public Works Operator I	Michael Cowherd	6	\$ 41,600.00	Non-Exempt
Police Chief	Kirk Ives	10	\$ 89,584.17	Exempt
Police Lieutenant	Jason Gearhardt	8	\$ 79,040.00	Non-Exempt
Police Sergeant	Michael Pickens	7	\$ 66,560.00	Non-Exempt
Police Officer	Justin Jacks	6	\$ 58,240.00	Non-Exempt
Police Officer	Ian McGuire	6	\$ 46,800.00	Non-Exempt
Police Officer	Cooper Ross	6	\$ 49,920.00	Non-Exempt
Police Clerk	Patricia Nichols	5	\$ 32,220.86	Non-Exempt
Senior Center Coordinator	Amber Ives	5	\$ 40,560.00	Non-Exempt
Part Time Officer	Roy Riggs	6	\$ 22.00	Hr
Part Time Officer	Darrell Haynes	6	\$ 22.00	Hr
Part Time Officer	Steve McCorkill	6	\$ 22.00	Hr
Part Time Officer	Justin Patrick	6	\$ 22.00	Hr
Part Time Officer	Lee Harp	6	\$ 22.00	Hr
Animal Control	Patricia Lambert	5	\$ 13.00	Hr
Brush Dump Operator	Victor Hagy	1	\$ 9.36	Hr
Brush Dump Operator	Johnny Mishler	1	\$ 10.03	Hr
Park Sanitation	Patricia Seiler	1	\$ 10.03	Hr
Fire Chief	Jared Dinwiddie		\$ 19,760.00	Annually
Assistant Chief	Justin Patrick		\$ 13,520.00	Annually
Paramedic	Medical Calls		\$ 50.00	Per Call
AEMT	Medical Calls		\$ 40.00	Per Call
EMT	Medical Calls		\$ 30.00	Per Call
EMR	Medical Calls		\$ 20.00	Per Call
Fire Fighter	Fire Calls		\$ 15.00	Per Call
Fire/ EMS Training	Training		\$ 15.00	Per Training
Pool Manager		3	\$ 8,840.00	Season
Asst Pool Mgr/ Swim Lesson Coord		3	\$16 - \$18	Hr
Swim Lesson Coordinator		3	\$13 - \$15	Hr
Lifeguard		1	\$11 - \$13	Hr
Basketroom		1	\$10 - \$11	Hr

Adopted by the City Council this 10th day of December 2024.

Approved by the Mayor this 10th day of December 2024.

Burt Ussery, Mayor

Attest:

Jaye Poe, City Clerk

**City of Clearwater
City Council Meeting
December 6, 2024**

Boundary Resolution

Context: Yearly, the city is required to adopt a resolution that establishes the corporate boundaries of the city. The resolution is adopted to ensure that municipal codes, regulations and laws have established areas of enforcement.

The boundary resolution incorporates the following changes to Clearwater’s city limits:

- 8040 Butterfly Street
- 8023 Butterfly Ct
- Diagonal Road
- 135th Street – South of 95th to city limits
- Tracy Ave – South of 95th to city limits

Financial: There are no financial considerations

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve Resolution 19-2024 Adopting the Corporate Boundaries of the City.

THE CITY OF CLEARWATER, KANSAS

RESOLUTION NO. 19-2024

A RESOLUTION DECLARING THE BOUNDARIES OF THE
CITY OF CLEARWATER, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS:

Section 1. Boundary Declared

The entire boundary of the City of Clearwater, Kansas is declared to be as described in Exhibit "A" attached hereto and made a part hereof.

Adopted by the City Council on this 10th day of December 2024.

Approved by the Mayor on this 10th day of December 2024.

MAYOR, Burt Ussery

SEAL

ATTEST:

CITY CLERK, Jaye Poe

Exhibit "A"

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS INCLUDES contiguous tracts with a boundary described as at the southeast corner of the southwest quarter of Section 24, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence north 40 feet along the east line of the southwest quarter for the point of beginning; Thence north to the northeast corner of the southwest quarter of Section 24; Thence north to the northeast corner of the northwest quarter of Section 24; Thence west, along the north line of the northwest quarter of said Section 24, to the Missouri and Pacific Railroad right of way; Thence southwesterly, along the south line of the Missouri and Pacific Railroad right of way, to a point that is 728.4 feet northeast of the intersection of the west line of said Section 24 and the south line of the Missouri and Pacific Railroad right of way; Thence southeasterly to a point 300 feet southeasterly and perpendicular to the Missouri and Pacific Railroad right of way; Thence southwesterly, parallel to the south line of the Missouri and Pacific Railroad right of way, to a point 30 feet east of the west line of Section 24; Thence north, parallel with the west line of the northwest quarter of said Section 24, to the south line of the Missouri and Pacific right of way; Thence southwesterly, along the railroad right of way, to the east line of the northeast quarter of Section 23, Township 29 South, Range 2 West; Thence southwesterly, along the railroad right of way 1727.22 feet, to the southwest corner of Lot 37, Southern Kansas Telephone Second Addition, an addition to the City of Clearwater, Kansas, said lot corner being on the north line of the southeast quarter of Section 23, Township 29 South, Range 2 West; Thence southwesterly, along said right-of-way line, to a point which is 361 feet north of the centerline of Wood Avenue; Thence west, parallel to the centerline of Wood Avenue, to a point which is 218 feet east of the west line of the southeast quarter of Section 23; Thence north, parallel to the west line of said quarter, to a point which is 224 feet south of the north line of said southeast quarter; Thence east, parallel to the north line of said southeast quarter, 145 feet; Thence north 224 feet to a point on the north line of the southeast quarter of Section 23, which is 363 feet east of the northwest corner of said southeast quarter; Thence continuing north parallel to the west line of the northeast quarter of Section 23, 1,214 feet; Thence west, parallel to the south line of said quarter, 363 feet, to a point on the west line of said northeast quarter; Thence north to the northeast corner of the northwest quarter of said Section 23; Thence west to the northwest corner of the east half of said northwest quarter; Thence south to the southwest corner of the east half of said northwest quarter; Thence east on the south line of said quarter to a point which is 33 feet west of the southeast corner of said northwest quarter; Thence south, parallel to the east line of the southwest quarter of Section 23, to a point which is 361 feet north of the centerline of Wood Avenue; Thence west to a point on the centerline of Grant Avenue extended which is 361 feet north of the centerline of Wood Avenue; Thence north 97.5 feet; Thence west to the west line of the northeast quarter, southwest quarter of Section 23; Thence south 485.78 feet to the northwest corner of the southeast quarter of said southwest quarter; Thence continuing south to the southwest corner of southeast quarter of said southwest quarter; Thence continuing south to the southwest corner of the northeast quarter, northwest quarter, Section 26, Township 29 South, Range 2 West; Thence continuing south 30 feet; Thence east, parallel to the south line of the northeast quarter, northwest quarter, to a point which is 65 feet south of the southeast corner of Lot 79, on Tracy Avenue in the Tracy and Byers Addition to the City of Clearwater, Kansas; Thence south, parallel to the centerline of Tracy Avenue extended, to a point which is 475.1 feet south of the south line of the northeast quarter, northwest quarter of Section 26; Thence east 50 feet to the centerline of Tracy Avenue extended; Thence southeasterly, along the southerly line of the Terrace Park Addition to the City of Clearwater, Kansas, 743.70 feet, 385 feet, 212.34 feet, 112.98 feet to a point on the south line of the northeast quarter of Section 26; Thence south, perpendicular to the north line of the southeast quarter of Section 26, 255.62 feet; Thence east, parallel to the north line of the southeast quarter of Section 26, 255.62 feet; Thence north, perpendicular to the north line of the southeast quarter of Section 26, 255.62 feet to the southeast corner of the southwest quarter, northeast quarter of Section 26; Thence east along the south line of said northeast quarter to the southwest corner of the northwest

quarter of Section 25, Township 29 South, Range 2 West. Thence east along the south line of said northwest quarter to the southeast corner of said northwest quarter. Thence north along the east line of said northwest quarter to a point which 1810.39 feet south of the northeast corner of the northwest quarter of Section 25, Township 29 South, Range 2 West; Thence east 2274.43 feet, parallel with and 839.00 feet north of the south line of the northeast quarter of Section 25; Thence north 100 feet; Thence west, parallel to and 939.00 feet north of said south line of said northeast quarter, 539.92 feet to a point; Thence north 29° 41' 02" east, 124.02 feet to a point on a curve to the left; Thence along said curve 580.07 feet, said curve having a central angle of 83° 05' 22", a radius of 400.00 feet and a cord distance of 530.56 feet, bearing north 11° 51' 39" west; Thence north 53° 24' 20" west, 292.22 feet to a point on a curve to the right; Thence along said curve 908.71 feet, said curve having a central angle of 52° 03' 04", a radius of 1000.00 feet, and a long cord distance of 877.76 feet, bearing north 27° 22' 23" west; Thence north 01° 20' 26" west, 74.86 feet to a point on the south right of way line of 103rd Street South, said point being 40.00 feet south of the north line of the northeast quarter of Section 25; Thence north 40.00 feet to the north line of said northeast quarter of Section 25, which is also the south line of the southeast quarter of Section 24; Thence north 40.00 feet; Thence parallel to and 40.00 feet north of the south line of said southeast quarter on a Kansas Grid Bearing of south 88° 39' 34" west a distance of 1077.3 feet to a point on the west line of said southeast quarter, which is also the east line of the southwest quarter of Section 24, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, this being the Point of Beginning.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES tracts in the northeast quarter of Section 23, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, with a boundary described as at the northeast corner of the northeast quarter of Section 23, Township 29 South, Range 2 West for the point of beginning; Thence west on the north line of said northeast quarter to the northwest corner of the east half of said northeast quarter; Thence south on the west line of the east half of said northeast quarter to the north right of way line of Diagonal Road; Thence northeasterly along the north right of way line of Diagonal Road to the east line of said northeast quarter; Thence north along the east line of said northeast quarter to the northeast corner of the northeast quarter of Section 23, Township 29 South, Range 2 West, this being the Point of Beginning, EXCLUDING road right of way.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES tracts (containing the sewer lagoon) in the southeast quarter of Section 26, Township 29 South, Range 2 West and northeast quarter of Section 35, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, with a boundary described as at the southeast corner of the southeast quarter of Section 26, Township 29 South, Range 2 West for the point of beginning; Thence north on the east line of said southeast quarter, 1316.75 feet; Thence west perpendicular to the east line of said southeast quarter, 1459.74 feet; Thence south, parallel to the east line of said southeast quarter and the east line of the northeast quarter of Section 35, Township 29 South, Range 2 West, 2000.60 feet; Thence northeasterly 1530.45 feet to a point on the east line of said northeast quarter which is 275 feet south of the northeast corner of said northeast quarter; Thence north on the east line of said northeast quarter, 275 feet to the northeast corner of said northeast quarter, which is also the southeast corner of the southeast quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, this being the Point of Beginning.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES a tract (containing the brush dump) in the northwest quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, with a boundary described as at the southwest corner of the northwest quarter of Section 26, Township 29 South, Range 2 West for the point of beginning; Thence north on the west line of said northwest quarter, 713.64 feet; Thence east perpendicular to the west line of said northwest quarter, 440.29 feet to the west line of the Missouri and Pacific Railroad right of way; Thence southwesterly along the west line of the Missouri and Pacific Railroad right of way to the

south line of said northwest quarter; Thence west on the south line of said northwest quarter to the southwest corner of the northwest quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, this being the Point of Beginning, EXCLUDING road right of way.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES tracts in the southwest quarter of Section 12, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, with a boundary described as at the southwest corner of the southwest quarter of Section 12, Township 29 South, Range 2 West for the point of beginning; Thence east on the south line of said southwest quarter, 1260 feet; Thence north, parallel the west line of said southwest quarter, 691 feet; Thence east 633.12 feet to a point 630.90 feet west and 691 feet north of the southeast corner of said southwest quarter; Thence north, parallel to the east line of said southwest quarter, 691 feet; Thence west, parallel to the south line of said southwest quarter, 635.34 feet; Thence north, parallel to the west line of said southwest quarter, 1268.64 feet; to a point 2602.17 feet north and 640 feet east of the southwest corner of said southwest quarter; Thence west, parallel to the south line of said southwest quarter, 839.94 feet; Thence south, parallel to the west line of said southwest quarter, 2125.02 feet; Thence west, parallel to the south line of said southwest quarter, 420 feet to the west line of said southwest quarter; Thence south on the west line of said southwest quarter 531 feet to the southwest corner of the southwest quarter of Section 12, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, this being the Point of Beginning, EXCLUDING road right of way.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES a tract in the southeast quarter of Section 12, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, with a boundary described as at a point 30 feet north and 367 feet east of the southwest corner of the southeast quarter of Section 12, Township 29 South, Range 2 West, for the point of beginning; Thence east, parallel to the south line of said southeast quarter, 183.50 feet; Thence north, parallel to the west line of said southeast quarter, 245 feet; Thence west, parallel to the south line of said southeast quarter, 183.50 feet; Thence south, parallel to the west line of said southeast quarter, 245 feet to a point 30 feet north and 367 feet east of the southwest corner of the southeast quarter of Section 12, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, this being the Point of Beginning, EXCLUDING road right of way.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES the following platted lots in the northeast quarter of Section 11, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas:

Lots 2 and 3, Block 1 of the North Wood Estates Addition to Sedgwick County, Kansas; and

Lots 1, 2, 7, 10, 15, 16, 17, 18, and 21, Block 2 and Lots, 1, 3, 11 and 12 Block 1 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas.

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES

[A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 2 WEST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS, DESCRIBED AS STARTING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 2 WEST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS] AND [S00°29'11"E ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, 1327.28 FEET TO A POINT OF BEGINNING] AND [S86°56'15"W PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 2 WEST] AND [SOUTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 2 WEST TO THE NORTH BOUNDARY OF THE CLEARWATER CEMETERY DISTRICT] AND [N 87°21'25 E 330'] AND [S00°0'0" E 1188'] AND [N87°21'25'E 841.90'] AND [S44°19'31"W 181.82'] AND [NORTH ALONG

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 2 WEST TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 28.4 ACRES]

THE BOUNDARY OF THE CITY OF CLEARWATER, KANSAS ALSO INCLUDES

Legally described as Lot 5, Block 1 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 8240 Butterfly St, Clearwater, Kansas 67026, and is located between 79th Street South on the north, 135th Street West on the east, 87th Street South on the south and 151st Street West on the west;

AND

Legally described as Lot 3, Block 2 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 8023 S Butterfly Court Clearwater, Kansas 67026, and is located between 79th Street South on the north, 135th Street West on the east, 87th Street South on the south and 151st Street West on the west;

AND

CERTAIN HIGHWAYS INTO THE CITY OF CLEARWATER, KANSAS, AS IDENTIFIED FOR ANNEXATION BY RESOLUTION OF THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS, RESOLUTION NO. 225-2024. Legal descriptions as follows:

1. The West 35 feet of the West Half of the Northeast Quarter of Section 23, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas lying North of the following described line: Commencing at the Northeast Corner of the West Half of the Northeast Quarter of Section 23, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence S 0°29'11" E along the East line of the West Half of said Northeast Quarter a distance of 1327.28 feet to the point of Beginning; thence S 86°56'15" W parallel with the North line of said Northeast Quarter to a point on the West Boundary of the Northeast Quarter of said Section 23.

2. The West 60 feet of a parcel of land described as Beginning at the Northwest corner of Section 24, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence east to the Railroad right-of-way; thence Southwesterly along said right-of-way to the West line of said Section 24; thence North along the West line of said Section 24 to the place of Beginning. EXCEPT the North 40 feet thereof for road. AND Beginning at a point on the West line of said Section 24 and the Northwesterly line of the Missouri and Pacific Railroad Right-of-Way; thence Northeasterly along the Northwesterly line of the Missouri and Pacific Railroad Right-of-Way, to a point 40 feet East of the West line of said Section 24; thence South parallel with the West line of said Section 24 to Southeasterly line of the Missouri and Pacific Railroad Right-of-Way; thence Southwesterly along the Southeasterly line of the Missouri and Pacific Railroad Right-of-Way, to a point on the West line of said Section 24; thence North along said West line to the point of Beginning.

3. A tract of land in the East Half of Section 23, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the Northeast Corner of the Northeast Quarter of said Section 23; thence West along the North line of said Northeast Quarter, to a point 40 feet West of the East line of said Northeast Quarter; thence S 00°00'00" E, along a line parallel with the East line of said Northeast Quarter, a distance of 520.89 feet; thence S 90°00'00" W, a distance of 20 feet; thence S 00°00'00" E, along a line parallel with the East line of said Northeast Quarter, a distance of 369.95 feet; thence S 15°11'23" W, a distance of 118.36 feet; thence S 38°19'58" W, a distance of 398.95 feet; thence S 16°00'00" W, a distance of 337.89 feet, to a point 80 feet Normally Distant from the Northwesterly line of the Missouri and Pacific Railroad Right-of-Way; thence Southwesterly along the Northwesterly line of Diagonal Road Right-of-Way, 80 feet Northwesterly and parallel with the Missouri and Pacific Railroad Right-of-

Way, to the point of intersection of the North line of the City of Clearwater City Limits; thence East along said City Limits, to a point on the Southeasterly line of the Missouri and Pacific Railroad Right-of-Way; thence Northeasterly along the Southeasterly line of the Missouri and Pacific Railroad Right-of-Way, to a point on the East line of said Section 23; thence North along the East line of said Section 23 to the point of Beginning. EXCEPT the North 40 feet thereof for road.

**City of Clearwater
City Council Meeting
December 6, 2024**

2025 Fee Schedule Resolution 20-2024

Context: The city by resolution, ordinance or other means has established fees for a variety of municipal services. These fees are spread throughout our Municipal Code and are reviewed on an annual basis.

The fees established in the resolution are reflective of the current fees that the city charges and any changes required by ordinance or suggested by staff. Changes to the fee schedule are indicated in red in the backup material:

- WATER - Increase the residential water rates to a base rate by 2% according to city code.
- WATER - New Water Connections increased to cover costs and added 1.5" and 2" meter size options to the list.
- SEWER – Increase the base rate by 2% according to city code
- OPEN RECORDS – Added a per thumb drive cost to the schedule
- TRASH – Decreased Recycling from \$6.00 to \$5.50. Added a notation of additional bags above the limit Waste Connections allows and charging a straight across fee.
- PLANNING AND ZONING – Added a notation of Sign Placement on Public Property but at a \$0.00 fee because we only allow non-profit organizations and community events on public property.
- JAIL COSTS – Increased because Sedgwick County increased their prices.

Financial: By approving the resolution this would set the fees for 2025.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Adopt Fee Resolution 20-2024

RESOLUTION NO. 20-2024

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS, THAT THE 2025 ANNUAL FEE SCHEDULE IS LISTED AS FOLLOWS:

Pool Passes

Daily	\$4.00
Daily 2 and under	Free
Ticket Sheets (12 Tickets)	\$40.00
Night Swim	\$2.00
Single Membership	\$50.00
Family Membership (4 People)	\$150.00 \$35 for ea additional
Parties	\$200.00

Brush Dump

Residential Daily	\$8.00
Residential Yearly	\$25.00
Rental Owner 1st Property Annual	\$25.00
Rental Owner Add'l Property Annual	\$15.00
Commercial Daily per load	\$50.00
Commercial Mowing Yearly	\$100.00
Commercial Quarterly (Calendar)	\$250.00

Water

New Customer Connection Fee	\$50.00
Transfer Connection Fee	\$15.00
Reconnection Fee	\$25.00
Reconnection Fee after 4pm	\$50.00
Late Penalty	10% of total amt due
Meter Test Request	\$25.00
Water Request On/ Off by owner	\$10.00 Does not apply to service line maintenance calls
Base Rate	
Base Monthly Rates (inside city limits)	
0-1,999	\$18.36 2% increase per year
2000 +	\$3.25 additional per 1000 gal
Base Monthly Rates outside city limits)	
0-1,999	\$22.83 2% increase per year
2000 +	\$3.25 additional per 1000 gal
New Water Connection 2" line	\$4,285.00 Residential Only
New Water Connection 1 1/2" line	\$4,125.00 Residential Only
New Water Connection 1" line	\$2,745.00
New Water Connectino 3/4" Line	\$2,090.00
Boring for new connection	\$1,600.00 minimum
Bulk Water	\$18.36 per 1000 gal
Bulk Water Use of Meter	\$25.00

Sewer

Base Rate	2% increase per year
Residential Rate	\$21.42
add'l fee per avg 1000 gal used 1st Quarter	\$2.04
Restaurant and Café Rate	\$59.62
Business, Commercial, and Non-residential Rate	\$21.42 Each additional
Laundry and Dry Cleaning Rate	\$91.01

Car Washes Rate	\$59.21
Educational Buildings Rate	\$2.49 per body
Educational Building Minimum	\$54.33
Care home, nursing home, assisted living Rate	\$86.85
Independent residential units Rate	\$21.42
Outside City Limits Rate	\$81.87

Connections City Limits	\$500.00
Connections Outside City Limits	\$1,000.00
Debt Service Fee	\$3.00 Month
add'l fee per avg 1000 gal used 1st Quarter	\$1.00

Late Penalty 10% of total amt due

Open Public Records - KORA

Staff Time	\$19.00 Hour/ 1hr minimum
Copies	\$0.50 page
Electronic/ Photographs	\$25.00 If releasable
Defense Attorney/ Insurance Companies	\$10.00 per Paper Report
Defense Attorney/ Insurance Companies	\$25.00 Electronic/ Photographs/Per Thumbdrive
<i>Prepayment of fee may be required if estimate is to exceed \$50.00</i>	

Solicitors

Application/ Background	\$25.00
Permit	\$100.00

Dog Tags

Neutered/ Spayed	\$6.00
Not Neutered or Spayed	\$10.00
Service Dogs	N/C

Trash

65 Gallon Cart - No extra bags	\$13.00 Month
95 Gallon Cart - + 5 bags	\$15.50 Month
2 95 Gallon carts	\$24.00 Month
Recycling	\$5.50 Month
Recycling 2 Carts	\$11.00 Month
Bulky Item	\$15.00 Each
Mattress/Box Springs	\$30.00 Each
Additional bags above limit	\$2.00 Each
Late Penalty	10% of total amt due

Planning & Zoning Permits

Sidewalk Café Permit	\$25.00 per year
Nuisance Mowing by City	\$150.00 ea
Nuisance Mowing Contracted	Cost + 10% ea

Sign

New	\$25.00 plus \$6.00 per each 10 square feet or fraction there of
Altered	\$25.00 plus \$6.00 per each 10 square feet or fraction there of
Face or Copy Charge	\$25.00
Real Estate	\$15.00 plus \$4.00 per each 10 square feet or fraction there of

	Temporary	\$10.00	plus \$1.00 per each 10 square feet or fraction thereof
Variance/ Exception/ Appeals Request		\$125.00	
Zoning Change Request		\$125.00	
Preliminary Plat		\$100 plus \$2 for each lot	Not to exceed \$200
Lot Split Application		\$125.00	
Certificate of Zoning Compliance		\$50.00	
Building & Trade Permits	Follow MABCD Fee Schedule		
Sign Placement on public property		\$0.00	

Facility Rentals

Senior Center			
	Friday	\$125.00	available 3pm - 11pm
	Saturday	\$175.00	available 8am -11pm
	Sunday	\$175.00	available 8am -11pm
	Deposit (refundable)	\$100.00	all rentals
Sports Complex			
	Field #1 Baseball Rental	\$50.00	per hour
	Field #2 & #3 Softball Rental	\$30.00	per hour
	Tournament Fees		
	Base Fee	Up to \$15.00	per Hour/ Max \$200.00 per day
	Field Usage	Price Above	
	Lights (Per Field/Per Hour)	\$20.00	
	Bathrooms (Per Day)	Up to \$20.00	
	Trash (Per Day)	Up to \$40.00	
	Deposit	Up to \$200.00	
	Soccer Field	\$20.00	per hour/ per field
City Park			
	City Park Ballfield Rental	\$20.00	per hour
	Shelters	\$10.00	per hour per shelter

Alcoholic Beverage

Occupation Fee (Retail Stores)	\$250.00	
License Fee (Drinking Establishments)	\$250.00	
CMB		
	Off Premise Consumption	\$50.00
	On Premise Consumption	\$200.00
	Stamp Fee	\$25.00
Class A and B Clubs	\$250.00	
Caterers	\$250.00	
Temporary Permit Fee	\$25.00	per day (limited to \$25 max K.S.A. 41-1201 (k))
Background Check Fee	\$25.00	each
Change in Location	\$25.00	

Special Vehicle Permit

Permit	\$25.00
Lost or Stolen Permit Replacement	\$5.00

Excavation

Permit	\$25.00
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For public property and public right-of-way only. Needed for permit - Performance Bond(\$2,000), Certificate of Liability (min \$100,000 per loss), Aggregate Incident (\$300,000)

Fingerprint Fees

Residents of 67026 and Employees of USD264	\$10.00
Outside of 67026	\$20.00

Court Costs

Enter of plea of guilty or not guilty	\$73.00
Guilty of Violation	\$112.00
Warrant Service Fee	\$25.00
Failure to Appear	\$25.00
Application for Expungement	\$100.00
Booking Fee	\$25.00
Jail Cost Fee	\$2.85

Other

Return Check Fee	\$25.00
Fireworks Sale Permit	\$6,000.00
Firework Discharge Permit	\$100.00
Mobile Food Vending License	\$25.00 One Week (consecutive days)
	\$60.00 One Month (consecutive days)
	\$200.00 Six Months (consecutive months)
	\$400.00 Annual (expires 365 days from issuance)
Tax Abatement Application	\$250.00

Passed and approved by the Governing Body this 10th day of December 2024.

Burt Ussery, Mayor

Attest:

Jaye Poe, City Clerk

**City of Clearwater
City Council Meeting
December 6, 2024**

Agreement for Senior Centers/ Sedgwick County

Context: This is the annual agreement to receive funds from Sedgwick County for the support of the Clearwater Senior Center.

For budget year 2025 the Clearwater Senior Center funding from Sedgwick County increased from \$18,000 to \$35,000 due to the programming Amber Ives has offered at the Center and how well it is attended.

The city must report monthly the spending for the Center and Sedgwick County will reimburse the amounts that have been approved through the application process.

Salaries/ Benefits	\$20,415
Training	\$250
Office Supplies	\$1,017
Telephone	\$225
Utilities	\$1,800
Building Maintenance	\$2,672
Insurance	\$981
Programs/Events	\$7,640
Total	\$35,000

Financial: The total budget for the Senior Center is \$92,136. The funding from Sedgwick County will cover 38% of the expenses. The other costs will be paid with ad valorem taxes.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize the mayor to sign the Agreement for Senior Centers

AGREEMENT FOR SENIOR CENTERS

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF CLEARWATER
Clearwater Senior Center

This Agreement made and entered into this ____ day of _____, 2024, by and between Sedgwick County, Kansas (“County”) and City of Clearwater (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior center services to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

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

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior center services to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for a period commencing January 1, 2025 and ending December 15, 2025. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2025, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2026 and (b) funds are available for the 2026 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month semi-annually (i.e. July and January). These semi-annual reports will include the information as set forth in Exhibit C, which is attached hereto and incorporated as if fully set forth herein.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will be submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries/Benefits	\$20,415.00
Training	\$ 250.00
Office Supplies	\$ 1,017.00
Telephone	\$ 225.00
Utilities	\$ 1,800.00
Building Maintenance	\$ 2,672.00
Insurance	\$ 981.00
Other – Events at Center	\$ 7,640.00

TOTAL	\$35,000.00
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County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

Provider may go over a line item amount with permission of the Mill Levy program manager, but may not exceed the total.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2025. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at the time this Agreement is executed;

- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement; or
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.
- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to the Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the Program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and

information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to the Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10th) day of July 2025 and January 2026:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6 :SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7: MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's workers' compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. 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 Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Clearwater
Attn: Contract Notification
129 Ross
Clearwater, Kansas 67026

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Workers' Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 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.

7.7 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.

7.8 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.

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

7.10 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.

7.11 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.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Sedgwick County Mandatory Independent Contractor Addendum
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of Originality or Source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of page intentionally left blank]

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

SEDGWICK COUNTY, KANSAS

CITY OF CLEARWATER

Ryan Baty, Chairman
Commissioner, Fourth District

Mayor

APPROVED AS TO FORM ONLY:

Kevin T. Stamper
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT 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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EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.

13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

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EXHIBIT C

PROGRAM GOALS AND OBJECTIVES

A senior center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, senior center programs take place within and emanate from a facility. The senior center will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

- 1) The senior center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) The senior center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a) Adult Day Services
 - b) Case Management
 - c) Chore/Minor Home Repair
 - d) Commodities
 - e) Employment
 - f) Forms Assistance - Entitlement/Social Security/Medicaid
 - g) Housing Assistance/Referrals/Matches
 - h) In-Home Services - Respite/Homemaker/Attendant Care including:
 1. Program literature
 2. Resources from the Center Director
 - i) Legal Assistance
 - j) Nutrition - Congregate/Homebound
 - k) Shopping and Errand Assistance
 - l) Support Groups
 - m) Translation/Interpretation
 - n) Transportation
 - o) Wellness Screenings
- 3) The senior center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
- 4) The senior center shall work to mobilize interest, skills and abilities of senior center participants in order for them to assist other older adults within the community.
- 5) The senior center shall serve as a catalyst in bringing senior center participants together with services that will meet their various needs.

B. OBJECTIVES.

A senior center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of senior center activities. They should also be encouraged by the senior center to become involved in community activities.

The senior center will be required to provide the following:

1. *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all senior centers. Baseline activities are senior center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meals (not including congregate meals)
 - e) Social/Support Groups
2. *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events
3. *EDUCATIONAL* activities are those, which require the planning and/or coordination of the senior center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: an evidence-based program, caregiver, mental health, health promotion/disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
 - a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment

4. The senior center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the senior center director is expected to:
 - a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other senior centers, and participants to create opportunities for the senior center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase senior center membership, and membership participation in activities, and submit an annual measurement of senior center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this, volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a senior center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
 - h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
 - i) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
 - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
5. The senior center will have adequate space for the following:
 - a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.

6. A senior center should work to recruit volunteers to expand the services and activities with an emphasis on additional senior center "Goals and Objectives" which expand senior center programs and roles in the community.
7. A senior center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITIES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES.

1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

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Specific Senior Center Goals, Objectives & Outcomes

GOAL

To improve and/or maintain mobility and independence among seniors, to learn and use health information focused on fall reductions and other health related behaviors and to engage older adults in social settings.

Continue to offer and promote senior member sponsored multi-generational events and activities.

OBJECTIVES

Provide four different exercise classes throughout the year as well as two classes specific to reducing falls.

Collaborate by offering five different events that reach all age levels for the senior center and community at large regardless of age. Those attending may share with others thereby opening the door to new membership and participation.

OUTCOMES

Ninety percent (90%) of participants will indicate improved strength, gait and balance, improved aspects of cognition, increased social engagement and improved knowledge of falls risk reduction.

Ninety percent (90%) of participants stated that they invited others to events who have not attended the senior center previously.

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Proposal for Approval of New Storage Shed for Clearwater Library

Date:

To: Clearwater City Council

From: Jessica Warren, Library Director

Subject: Request for Approval to Purchase and Install a New Storage Shed for Clearwater Library

Dear Members of the Clearwater City Council,

I am writing to seek your approval for the purchase and installation of a new storage shed for the Clearwater Library. The proposed shed will be located at the back of the library and will serve as a dedicated space for storing extra books and library supplies.

Purpose and Justification:

The Clearwater Library has experienced a significant increase in its collection and supplies, necessitating additional storage space. The new shed will help us manage our resources more efficiently and ensure that our main library space remains organized and accessible to patrons.

Cost and Funding:

The total cost for the purchase and installation of the storage shed is approximately \$10,000. This expense will be covered by the library's existing budget, ensuring no additional financial burden on the city.

Conclusion:

We believe that the addition of this storage shed will greatly benefit the Clearwater Library by providing much-needed space for our growing collection and supplies. We respectfully request the City Council's approval for this purchase and installation.

Thank you for your consideration.

Sincerely,

Jessica Warren
Library Director
Clearwater Library