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

City of Clearwater Council Meeting Agenda
Tuesday September 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. Designate Safety Zone – Downtown Trick or Treat
    d. Mayoral Appointment
6. **Staff Reports**
7. **Business**
    a. **Action:** Professional Code Compliance
    b. **Action:** Approve Contract with Freedom Claims Management, Inc
    c. **Action:** PUD Amendment – Indian Ridge at Clearwater
    d. **Action:** Sidewalk and Drainage Repair.
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers
Charter Ordinance: 23
Ordinance: 1112
Resolution: 14-2024

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**
August 27, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

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1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:
Mayor Burt Ussery, Councilmembers; Crystal Walter, Justin Shore, Samantha Warkins, Shirley Palmer-Witt and Tim Robben.
The following staff members were present:
City Administrator Zollinger, City Clerk Poe, Amber Ives, Kirk Ives, Cole Hollis, and City Attorney, Jennifer Hill.
Others Present who spoke:
Ruth Smith, Tyson Frickey, Logan Mills and Michael Bailey.

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, Zollinger stated Item 7f, approve Contract with Freedom Claims Management, Inc. needed to be removed.

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
Consent for annexation- 8023 Butterfly Ct.

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – The street light installation on Salt Creek has been pushed back and it has been communication with the homeowners.
- Fire Department – None.
- Police Department – Kirk Ives – Council is glad to see the SPV permits increasing. They have received 7 applications for Police Officer with 2 being promising.
- Public Works/Parks – Cole Hollis – None.
- Senior Center – Amber Ives – Council congratulated Ives again in the increased funding from the Department on Aging. With it being Senior Center Month, there are many activities planned. They will be going to the Museum of World Treasures, different agencies will be coming in for Thursday lunches, root beer float and bingo day. The theme is connections and Ives is trying to stick to the theme for Senior Center Month.

7. Business

a. GO Temporary Note Bids

On July 9, 2024, the City Council adopted Resolution 11-2024 authorizing the sale of temporary notes for the City Street Improvements. 5 bids were received today with the lowest being Country Club Bank. They had an average interest rate of 3.3629%. With the interest rate being lower than anticipated, the bond will drop from 5.8 million to 5.7 million. Council discussed the original amount and any excess funds and where it would go, Zollinger stated that the City will not borrow what was originally estimated at 5.8 million, the City will now only borrow the 5.7 million.

Motion: ***Palmer-Witt*** moved; ***Shore*** seconded to award the bid to Country Club Bank and authorize the Mayor and City Clerk to execute the bid form. Voted and passed unanimously.

Motion: ***Walter*** moved; ***Warkins*** seconded to Adopt Resolution 13-2024 authorizing and directing the issuance, sale and delivery of general obligation temporary notes, series 2024, of the city of Clearwater, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other document and actions connected therewith. Voted and passed unanimously.

Motion: ***Shore*** moved; ***Palmer-Witt*** seconded to authorize the Issuance of General Obligation Temporary Notes Series 2024 and authorize the Mayor and Clerk to execute the closing documents. Voted and passed unanimously.

b. AYSO Field Usage Agreement

The governing body considered a field usage agreement with AYSO for their fall soccer season in July. During that meeting AYSO representatives explained that AYSO is a non-profit organization. The player fees are set to cover training and gear costs for the region. In 2024 the city council established reservation prices for all outdoor facilities. USD 264 and the Recreation Commission both paid to utilize the sports complex in 2024 for the first time. Council reviewed the rates that were charged to USD 264 and Recreation Commission and thought $6,000, same as the Rec Commission, was a fair amount based on utilization. Zollinger reached out to a few facilities that host AYSO regions. Wichita parks no longer host AYSO for 6-7 years, when they did, they charged $12/$13 per player. Valley Center charges a flat $10/player fee. They once had a flat seasonal fee but discovered that didn't work well with AYSO and went to a per player fee. AYSO sets their budget based on a per player fee. If they were to pay the $6,000, the cost per player would go up $35 based on 173 players. The discussion was tabled at the July Council meeting. AYSO reps approached the Rec Commission to see if they would help sponsor their usage fees per recommendation from Council. The Rec Commission met and did not want to commit to giving any money until a fee is established, Zollinger let them know a recommendation of a per player fee would be brought to Council. There was a consensus that they would like to help once City Council sets the fee since AYSO fits their mission statement and are doing good things for the community. The City does invest nearly $20,000 in the Soccer fields each year that includes chemicals, mowing, sprinklers etc. with a 3% increase for 2025. Currently the AYSO fees are $95 per player that covers both fall and spring seasons if they sign up in the fall. Zollinger wanted to explain why the per play fee is recommended versus the flat $6,000 like the Rec and School was charged. The City offers a similar fee for the Clearwater Swim Team. The swim team is a nonprofit organization within the City but not run by the City. They are charged $15 per swimmer to utilize the pool. The city provides lifeguards during their practices and lane ropes they provide their equipment. AYSO provides their own nets, goals and refs so the City provides the lawn only. It is recommended to charge a $5-$10 per player fee. Whatever is charged to AYSO will be a loss for this year unless the Rec can provide some relief. Ruth Smith and Tyson Frickey were present and explained that their Fall season begins on September 1st – November 1st and their Spring season is from Mid-March to Mid-May. Council questioned the charges and how they worked for each season. Smith stated if a player pays for the Fall season, they can play again in the spring at no additional fee. Their fees have already been established for this coming Fall and Spring seasons so any field usage fees would come from their operating budget. Frickey stated that they have not been raising their rates as rapidly as other regions have, so they have been using the operating budget for that. He stated that Valley Center is $15 higher per player than Clearwater is. Wichita is set at $140, but

they maintain the fields. Frickey took over 4 years ago and created a scholarship fund that people could donate $5 in addition to their registration, the first 2 years went really well until AYSO had to raise the fees the last 2 years. The average number of players is 175 for both fall and spring combined. Fall is around 131 players due to other sports like football and cheer, 2/3 of the players have already signed up. Council asked Zollinger if the Rec seemed positive when asked to help AYSO. Mayor Ussery likes the per player fee rather than the set fee. There are usually only around 20-30 kids that sign up after January 1 of each year (for the spring season). Council discussed the effective date being for 2024 but fees starting January 1 and per player. The AYSO season will be fall of 24 to Spring of 25 so AYSO will have a fee to pay for their upcoming spring season only for new registered players. Council mentioned the loss of revenue at the pool, Zollinger stated it is normally around $30,000. Palmer-Witt thinks it would be a good idea to keep the fee the same as the swim team at $15 per player. Warkins suggested asking the Rec if they would want to do a yearly sponsorship for AYSO. Zollinger reiterated the rec seeming to be in favor of helping AYSO as the rec does not offer soccer. Council mentioned the fee of $150 per game charged to the baseball team this summer, but since AYSO is in Clearwater region it seemed better to do a per player fee field usage will be determined per different circumstance.

Motion: ***Robben*** moved; ***Warkins*** seconded to authorize the Mayor to sign the field usage agreement with a fee of $15/player effective January 2025. Voted and passed unanimously.

c. <u>Water Relocation/Insert Valve</u>

Sedwick County approached the Cemetery District to obtain a permanent right of way easement near Tracy and Diagonal. Since Clearwater is the City of third class with population under 5,000 the bridge will continue to be maintained by Sedgwick County even when Diagonal gets annexed into the City. The City of Clearwater has a water line that runs on the west side of Tracy and has a 90 degree turn that runs under the railroad tracks towards Wood street. During the bridge work the construction crews will be digging deep enough to install the bridge box and rip rap that it will be within an inch of our water line. The recommendation of staff is to insert a valve on Wood street. During the construction of the project the city would be able to isolate the area by shutting the water off on that stretch of main so if the line were to be hit (and most likely will be hit) there will be no interruption in service or downtime for the construction crews. Sedgwick County would like the City to move the waterline. The cost to do this is estimated to be $150,000 - $300,000 on top of working with and permitting from the Railroad which has proven to be difficult. Cole Hollis and Logan Mills (City Engineer) feel very confident with the insert a valve recommendation. There is already a valve on the north of the tracks on Wood. By inserting a valve just south of the tracks it would allow the City to shut the water off isolated to that area when the County is doing their work to avoid any interruptions. CED had to work with the Railroad regarding another town moving their water line and it became very costly, extensive and timely. Clearwater has a loop system, so the water will still flow without interruptions to residents if the second valve is inserted. Council discussed the proposed placement if the waterline were to be moved: the north and south main line would be moved further west and would run straight south under the railroad track. Council asked if money could be saved by doing the work while the bridge was being worked on, Michael Bailey with TranSystems stated that the City line would have to be done before the County came in to start the bridge work. By not moving the water line, when it is directly in line with the bridge project, the City takes on the liability of fixing the water line if it becomes broken by the contractor. Hollis stated if the water line is hit, it would take Public Works about 6 hours to repair it. He has the materials on hand. This is a 6" main line ductile iron that is easy to work with but is not encased. The 6" line that runs east and west under the tracks is also a ductile iron, but it is encased in steel. Other utilities have checked their lines in the area that will be worked on, Kansas Gas may have an abandoned line there and Twin Valley will have to move some of their fiber. Michael Bailey said there has been adjustments made to where the box being installed will not be directly over the waterline anymore. Public Works may end up encasing the line located by the box if needed while the rip rap is being done since it will be exposed. If the valve insertion is not done, the risk of homeowners losing water if the line gets hit is highly possible. The cost to insert a valve only on Wood will be around $18,000. It is also recommended by staff to encase the 6" water main running north and south in concrete the length that will be under the newly installed riprap. $18,000 for an insert a valve can be paid with water reserve funds. Michael Bailey believes this work could start after harvest next year. Mills thinks it could be a couple of months before the company inserting the valve could do the work. The cost for the valve itself would be around $10,000, since the road is being ripped out, the remaining estimate is for repairing to the road. Council discussed the work being in

the Railroad right of way and permitting needing done. Mills will speak with his contact for the Railroad. Warkins mentioned the permit costing $2,950 with the railroad. Consensus of council is to approve the valve insertion with max $20,000 without having to come back to council.

Motion: ***Warkins*** moved; ***Robben*** seconded to authorize the insert a valve not to exceed $20,000 on Wood street to isolate the main line for Sedgwick County's bridge project and take on the liability of fixing the main line if damaged during their construction. Voted and passed unanimously.

d. Certified Engineering Design Contract Agreement

The 2024 Street Project will be starting in September 2024. The City of Clearwater has contracted with CED as their City Engineer. It is important to have a qualified person to provide direction to the contractor on behalf of the city and inspect infrastructure projects. For the $5.7 million project CED's fees will be $250,000 that will be covered by the General Obligation Temporary Note and be part of the overall project cost. Council discussed this fee being rolled into the project and not in addition to it. Mills will send invoices monthly as work is being done.

Motion: ***Walter*** moved; ***Shore*** seconded to approve the contract for construction administration and inspection services with CED and authorize the mayor to sign the contract not to exceed $250,000. Voted and passed unanimously.

e. Amendment to Charter Ordinance 16 – Officers and Employees

City Council adopted ordinance 1111 changing the appointments to the Chisholm Trail Recreation Commission to be city residents. During the discussion it was pointed out that the wording for the first appointment at the next regularly scheduled appointment would be a member of council. Mayor Ussery informed the council that because the Rec Commission is a 4-year appointment, the commitment would still be there even if off Council. It was then brought up what would happen if that person moved out of the City, therefore Council wanted that language in the Ordinance that stated you must live within the City. Ordinance 1111 has not been published due to this Charter Ordinance, so it is not active yet. Upon investigating the remaining City Code and State Statute that pertains to appointed officers, Scott Ufford found in City Code Sec. 2-70 exempts itself from KSA 15-209 as it applies to appointments of nonresidents of the city and city officers. Because this is a "blanket" exemption out of Kansas Statute we cannot not sign off on Ordinance 1111 that has been approved. Within State Statute it says that a Rec Commission appointee can be withdrawn only if something pulled them as a City Official. Since the City has exempted itself by saying a City Official doesn't have to live within the City limits, just because a person who was appointed moves out of the City it doesn't exempt them specifically from the Rec Commission it does City Council though. The recommended amendment will state: "*(b) The city elects to exempt itself from K.S.A. 15-209, as it applies to appointment of nonresidents of the city as city officers. Unless an appointed city officer is otherwise required by this Code to maintain residency within the City throughout the entirety of their appointment* and *All appointees by the mayor to the Chisholm Trail Recreation Commission shall be subject to the same residency requirements as any appointed city officer who is required to maintain residency within the City throughout the entirety of their appointment."* This amendment basically states you must live within the City to be an appointee to the Rec Commisism. This Charter Ordinance must be adopted before Ordinance 1111 can be enacted. This will only affect appointments moving forward, not any currently on the board. Mayor Ussery stated the point of doing this is to have a direct representation of City tax on the Rec Commission. This change is strictly for the Rec Commission, no other boards. Hill explained that the Rec and Library have their own sections in State Statute with the Rec board being more particular and unique. The City can add additional requirements to the statute.

Motion: ***Warkins*** moved; ***Palmer-Witt*** seconded to adopt Charter Ordinance 22 amending the exemption from State Statutes regarding Mayoral appointments. Voted and passed unanimously.

f. Sports Complex Master Plan Update

In September 2023 the Governing Body hire Professional Engineering Consultants, P.A. to work with the Sports Complex stakeholders to create a master plan. After the initial meeting PEC came up with a couple of sketch drawings that included the following that was discussed amongst the group:4th baseball field, t-ball field, outdoor basketball court, bathrooms near soccer field, dog park, new concession stand, 2 more sets of batting cages, turf

infields, pitching lanes for varsity fields and pocket parks. After the first review of the drawing the Rec Commission asked if there was a space at the sports complex for a rec building. PEC put together 2 drawings that included one with a rec building and one without. The estimate from PEC included new parking area, 4th baseball field, t-ball field, alter existing infields, outdoor basketball court, existing skate park, existing disc golf, added park signage, new concessions stand in different location the old one would be torn down, 2 additional batting cages, restrooms near the soccer fields, new surface on the tennis courts, rec facility and seating and shading at the tennis court. The total cost of all improvements was estimated at $10,885,327.53. Staff contacted the Kansas Department of Wildlife and Parks to see if an indoor basketball court would be allowed since the agreement says it must promote outdoor activity. Beki Zook had reached out to KDWP to see if they could put the building out there, they couldn't confirm it, but there are possibilities that could allow it. Mayor Ussery stated that the information has been passed to the rec on what information the City would need to submit the request to KDWP. This plan is ultimately a tool for the governing body, rec and school to look at so they can plan. The school would like the fields to be turf. Council discussed the different ideas presented and the drainage at the Sports Complex. There has been no discussion about making any changes to the City Park.

8. Governing Body

Walter – None.
Shore – The Facebook post last week about the budgets had negative truths and speculation with little facts as most of them typically do. This prompted some people to come to the meeting with questions. Courtney had a conversation with one of the attendees and explained the complex topic which went well. Mayor Ussery has tried to explain things as they are posted on Facebook in the past which has not worked out very well, therefore he does not try explaining these types of things anymore. Shore suggested maybe having an hour-long session once a year to explain the complexity of the budget.
Warkins – Fall Festival is coming up quickly and a lot of volunteers will be needed. A sign up will be created soon and shared. Zollinger added that the City will need volunteers to help with the Ducky Dash at the Festival as well.
Palmer-Witt – Asked about South Grant, Zollinger has been out of the office so there is no update. Palmer-Witt asked if the Clearwater rock sign has been power washed, Public Works power washed it but it has been mentioned to seal the sign.
Robben – Robben has heard that Clearwater will be getting a suburban type of vehicle back instead of the vehicle that resembles an ambulance.
Ussery – Just wanted to commend Amber again on all of her hard work and getting the additional funding for the Senior Center.

9. Executive Session

None.

10. Adjournment

Motion: ***Walter*** moved; ***Palmer-Witt*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:54 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 August 27h, 2024, City Council meeting.

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

_____
Jaye Poe, City Clerk

Check Register Report

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								
50992	08/28/24	Printed			AMAZ	AMAZON BUSINESS	CARBON PAPER & USB	36.84
50993	08/28/24	Printed			ACC01	APAC-KANSAS, INC.	HOT MIX STREETS	1,179.95
50994	08/28/24	Printed			AXON	AXON ENTERPRISE, INC	BODY CAMERA x 2	1,462.00
50995	08/28/24	Printed			BET 1	BETTS PEST CONTROL	City Hall & PD Pest Control 129 E. Ross	214.00
50996	08/28/24	Printed			BTM	BOUND TREE MEDICAL	MEDICAL SUPPLIES	78.62
50997	08/28/24	Printed			BOWER	BOWERCOMM INC	EMAIL CAMPAIGN 7-20 - 8-19	52.50
50998	08/28/24	Printed			CKS	CENTRAL KEY & SAFE CO, INC	LOCK REKEY WELLS	39.00
50999	08/28/24	Printed			CLEAN	CLEAN RITE	CITY STREET SWEEPING	5,500.00
51000	08/28/24	Printed			IRRIGATION	IRRIGATION BY DESIGN	Commons Area/Soccer Field sprinkler repairs	694.11
51001	08/28/24	Printed			JHS1	J & H STORAGE	Rent for September Storage	100.00
51002	08/28/24	Printed			LFP1	LEASE FINANCE PARTNERS	Konica Color Copier Lease	569.37
51003	08/28/24	Printed			LEVI	LEVI BREWER	REFUND 1/2 POOL PARTY AUG 10	100.00
51004	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51005	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51006	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51007	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51008	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51009	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51010	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE 1/2 TRAINING	100.00
51011	08/28/24	Printed			LIFE	LIFEGUARD TRAINING	REIMBURSE RE-CERTIFY	100.00
51012	08/28/24	Printed			LOVE	MIKE LOVE	REFUND METER PRICES X 6	600.00
51013	08/28/24	Printed			MCDONALD	MCDONALD TINKER PA	July Attorney Fees	2,552.90
51014	08/28/24	Printed			METRO	METROPOLITAN AREA BUILD & CONS	JUNE 2024 B/E/M/P PERMITS	387.50
51015	08/28/24	Printed			ONE	ONESOURCE TECHNOLOGY, INC	NEW FIREWALLS	3,249.00
51016	08/28/24	Printed			PCA1	PETTY CASH	POLICE CAR WASH	20.00
51017	08/28/24	Printed			RA01	PITNEY BOWES	POSTAGE FOR POSTAL METER	300.00
51018	08/28/24	Printed			PP,INC	POSTALOCITY	MAIL WATER BILLS	900.00
51019	08/28/24	Printed			REG	REGISTER OF DEEDS	CEMETERY SWAP CORRECTION DEED	38.00
51020	08/28/24	Printed			SAM	SAM LLC	City GIS 8/1/2024-7/31/2025	3,600.00
51021	08/28/24	Printed			SGCO	SEDGWICK COUNTY CLERK	PARK GLEN ESTATES SING PLAT	32.00
51022	08/28/24	Printed			STAND	STANDARD & POOR'S RATING SERV	Analytical Svcs Ratings 2024	9,500.00
51023	08/28/24	Printed			STELLAR	STELLAR STEAM CARPET CLEANING	Council Chambers Carpet Clean	230.00
51024	08/28/24	Printed			SUPERIOR	SUPERIOR EMERGENCEY RESP VEH	Veh #1 Radio/gunrack/chrguard	1,885.00
51025	08/28/24	Printed			UNI	UNIFIRST CORPORATION	Mats/TP/Paper Towels/Foam Clea	503.03

Total Checks: 34 **Checks Total (excluding void checks): 34,623.82**

Total Payments: 34 **Bank Total (excluding void checks): 34,623.82**

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
3132	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W. ROSS	769.43
3133	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	107 S. GRAIN	55.35
3134	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS	810.55
3135	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	400 W. ROSS	259.23
3136	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	604 E. ROSS	317.33
3137	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	650 E. ROSS	1,971.74
3138	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS FIELD	364.15
3139	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	11159 S. 135TH W	231.96
3140	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	431.17
3141	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	901 CLEARCREEK	113.16
3142	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS ST PUMP	26.55
3143	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS METER 2	227.02
3144	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1100 E. ROSS PUMP	26.55
3145	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	602 E. ROSS	52.62
3146	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	40.90
3147	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,422.07
3148	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	48.51
3149	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9731 S. 135TH W SIGN	25.29
3150	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1200 E. ROSS	26.55
3151	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9801 S. 135TH W PUMP	100.65
3152	08/28/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	599.49
3153	08/28/24	Printed			KST1	KANSAS STATE TREASURER	GO TEMP NOTE 2023B	682,259.28
3154	08/28/24	Printed			LIBERTY	LIBERTY NATIONAL	SEPTEMBER PREMIUMS	227.78
3155	08/28/24	Printed			MACPER	MACPER VENTURES	SOCIAL MEDIA MGT AUG-SEP	650.00
3156	08/28/24	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	STATEMENT	26,416.16

Total Checks: 25 **Checks Total (excluding void checks): 718,473.49**

Total Payments: 25 **Bank Total (excluding void checks): 718,473.49**

Total Payments: 59 **Grand Total (excluding void checks): 753,097.31**

City of Clearwater
City Council Meeting
September 6, 2024

Designate a Safety Zone – Downtown Trick or Treat

Context: Downtown Trick or Treat will be held October 31, 2024 from 6 to 7:30. Because there will be many pedestrians in the downtown area and Chief Ives would like to designate Ross Ave between Tracy and Gorin as a Safety Zone (K.S.A 8-1460). The roads will be blocked between 5:30 and 7:30PM on October 31st for pedestrian traffic.

The city clerk will mail out notices to the businesses on these 2 blocks that will be affected by the road closure.

Financial: No financial impact.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the Ross Ave safety zone from Tracy to Gorin for the Downtown Trick or Treat.

City of Clearwater
City Council Meeting
September 10, 2024

Mayoral Appointment

Context: Per City Code all volunteers are to be appointed by the Mayor upon approval of the City Council.

Chief Dinwiddie is requesting the following individuals to be appointed to the volunteer fire service:

Gibson Kraft – Fire Cadet

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the mayor's appointment.

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

- Met with the Rec Director to go over Chisholm Trail Recreation Commission Fund Accounting.
- Fall ball field work has begun at the Sports Complex. Field #2 has been closed for overseeding. Fields 1 & 3 will remain open until late September/ early October.
- Planning Commission met on September 3rd to review a request to amend the PUD for lots in Indian Ridge. The request was to amend the PUD R-2 restrictions to allow for triplexes, which is allowed in R-2. They also met to discuss a preliminary plat for the Rausch Addition that will be located at the south end of Prosect Ave.
- There will be a council workshop on October 29th
- Jaye will be attending her 3rd year of Clerk's Academy at the end of October
- I will be attending the Recreation meeting on September 11th to see if there is any follow-up discussion regarding AYSO.
- Parking stops have been installed at the Hammer's Prairie Park and Nature Center parking lot.
- There is a delay with Pearson in the starting of the road project due to their schedule. They have haven notified that the City started counting "working days" as of September 3rd. There tentative schedule start date is now the end of September.
- Twin Valley has issued a credit of $1,500 for the firebar services.
- Salt Creek Ct light has been installed.

Dates to Remember

- Fall Festival October 4-5
- City offices will be closed October 14th for Columbus Day.
- Council Workshop October 29th 6:30 – 8:30

Active Nuisances/ Code Violations

131 S Prospect	Grant/Hellar

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

- Clearwater Fire responded to **7** medical calls and **3** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **20** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **5** emergency calls.
- To Date: The CRV has been unstaffed **24** times.
- The department practiced hose deployment and hose placement at our last meeting on the 3rd.
- The department was awarded the Kansas Forestry's Volunteer Fire Assistance grant. This 50/50 award will go towards the purchase of two new wildland PPE gear.
- 1984 Ford F700 engine was sold on Purple Wave Auction and Chief Dinwiddie is currently scheduling a time with the buyer to pick up the vehicle.
- Firefighters N. Schauf and A. Rakes represented the department and attended the LODD funeral service on September 4th in Wellington for Arkansas City FF Trevor Rusk.
- The department provided medical stand-by for the cross-country meet on Thursday and the football game on Friday.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: Sept 5, 2024

Re: Police Department Staff Report

Officers:

Officers have been very busy with citations. Speeding and expired tags are the main issue. One tag expired almost 400 days ago.

Sgt Pickens is reviewing a couple of officer applications for the open Full-time position. Still waiting on interview times and availability.

Police Clerk:

Staying busy with daily and weekly duties.

Building:

Has no issues currently.

Vehicles:

Regular routine maintenance.

Matters of interest since last meeting on Police Activity:

We have had 42 dispatched/report calls with 15 arrests and 33 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: September 9, 2024

Subject: Public Works Summary

1. Pool Drained
2. Install School zone sign at 100 block of N. 4th Ave. for South bound traffic
3. Burn brush dump
4. Replace service line at 150 S Byers
5. Vacuum excavate meter pits working on LCR
6. Installed underground drain line from pool to keep from flooding area behind pump house and stop erosion
7. Trim trees at Fire station
8. Replace head lights and turn signal lights on all trucks where necessary
9. Continued looking for the water line under railroad at Wood & Tracy. Extended wand to reach down to 10 ft mark. Still unsuccessful.

Clearwater Senior Center

Staff Report

September 5, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

It's National Senior Center Month! If you have time, please feel free to stop in and say hi to those at the Center. They would love to hear from you all.

Saturday is our safe drivers' course with AARP. We currently have 7 participants signed up here with a few more who have signed up with leaders of this course.

Lunch and Learn is coming up quickly and this year, with the help of a donation, we will be providing a catered meal this month. Following the luncheon, we will continue with our Hypertension Awareness screenings. These screenings happen 2 times a month with an additional cooking class in the middle of these sessions. So far, this class has been very well received.

I will be attending a couple of training courses this month. One will be to learn more about SNAP and how I can get more people to sign up for this service. I will also be completing my yearly update with SHICK so I can continue to provide Medicare Assistance during open enrollment.

Please mark your calendar for Saturday, September 28th for our Drive-In movie night. We will have a jumbo screen to show the movie. This is a great opportunity for all ages to come together in this community.

Lastly, we took 23 people out to lunch at The Pumphouse. We followed lunch up with a quick trip to the Nifty Nut House. We all had a great time, quick service and loved getting to pick up some goodies for home.

Respectfully,
Amber Ives
Senior Center Coordinator

City of Clearwater
City Council
September 10, 2024
Code Compliance

Context: The Governing Body has been discussing hiring a code enforcement officer for several years. Currently the City Administrator acts as the code enforcement officer and responds to violations only when they are reported.

Research into the position has shown a pay range of $15 - $20 per hour. Annually with benefits turns into $51,000 to $71,000 (2-3 mills) in the annual budget.

Recently a company called Professional Code Compliance (PCC) reached out to the city. They are a code compliance contractor that helps smaller municipalities with code enforcement.

This resource has not been available until now. Chief Ives, Jaye Poe, and I met with Kendall Pierce from PCC and asked him to make a presentation to the City Council. We all think hiring a contractor for a compliance officer will help staff immensely. The need to only respond to compliance issues when complaints are made would be eliminated. PCC would drive through town on a schedule and respond to code violations as they see them. If complaints come in, they would be turned over to PCC to investigate and respond to.

All code violation pictures and correspondences will be available for staff to review at any time. No fines would be implemented by PCC. PCC would take over with the notification to the residents about their violation and set the time frame to abate the issue and work with the resident. If the resident does not abate the issue in a timely manner, then the issue is brought to the city council to start the "formal" abatement process with resolutions and fines.

PCC Sales Pitch:

No one likes to be told what to do when it comes to their property, but each and every city has a housing/nuisance code that needs to be enforced and that's where we come in. PCC focuses on curb appeal and health and safety while providing the city with proper documentation to make a decision on unresolved compliance issues.

There are 3 main benefits of using Professional Code Compliance vs internal resources-

1. *We provides savings by having a set fee month to month vs hiring a code compliance officer (no benefits, overtime, vehicle, etc.); this also helps with budgeting*

2. *We offer year-round code compliance. This ensures that some of the troubled properties are not given time to get out of hand.*

3. *We will be the point of contact for the resident if they have any questions or concerns and thus likely reducing stress/anxiety for current staff.*

Financial: PCC price for Clearwater is $1,700 per month ($20,400 annually). Mr. Pierce stated that we would be locked into this price for years to come if it is decided to sign up. Since this is not a budgeted item it would come out of the general fund special projects account. The added funds (outside of sales tax) that is earmarked for the road project would be reduced to cover this expenditure.

Legal Considerations: Counsel has a copy of the contract. Review and comment as necessary.

Recommendations/Actions: Authorize the mayor to sign the PCC contract.

AGREEMENT BETWEEN THE CITY OF AND PROFESSIONAL CODE COMPLIANCE LLC

THIS AGREEMENT is made and entered into on this _____ day of ____, 2024, in accordance with the provisions of Kansas statute, by and among the City of Clearwater, acting by and through its governing body, as authorized by vote (hereinafter referred to as "City"), and Professional Code Compliance LLC, (hereinafter referred to as "PCC") (collectively to be referred to as "the Parties").

WITNESSETH:

WHEREAS, the City of Clearwater currently has a need for code compliance services and enforcement within the City;

WHEREAS, PCC is a legal entity in the State of Kansas which performs code compliance and enforcement services;

AND, WHEREAS, more efficient and effective municipal government administration would be realized through the City contracting with PCC for code compliance and enforcement services

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

ARTICLE I. CODE COMPLIANCE OFFICER

SECTION I.1. DUTIES OF THE CODE COMPLIANCE OFFICER

(a) The Code Compliance Officer shall perform the duties related to municipal government administration of code compliance and enforcement services for the City under the policy guidance of the governing body, as detailed below.

(b) When providing services for the City:

(i) The Code Compliance Officer shall perform the duties as defined by this Agreement, the bylaws, applicable Ordinances, Codes, and policies of the City.

(ii) The Code Compliance Officer shall report directly to the _____ (e.g. City Administrator, City Clerk, Mayor, etc.)

ARTICLE II.

SECTION II-1. APPOINTMENT, TERM; QUALIFICATIONS

City shall appoint the Code Compliance Officer to serve for a term of one year and shall appoint the same in conjunction with the City's other annual mayoral appointments.

Any successive terms must be appointed annually.

The Parties may also, from time to time and by agreement, establish qualifications required to hold the position of Code Compliance Officer.

SECTION II-2. POWERS AND DUTIES

The Code Compliance Officer shall be responsible to the City for the proper administration of code compliance and enforcement services within the City. The powers and duties of the Code Compliance Officer shall include, but are not intended to be limited to, the following:

(a) Conduct regular field surveys of residential properties within the City to determine compliance with the City's appropriate codes, ordinances, and regulations.

(b) Prepare and serve/deliver any and all communications needed (e.g. warning letters, citations, etc.) to property owners, tenants, landlords, etc. for code compliance and enforcement services.

(c) Work in conjunction with the City Attorney/Prosecutor and governing body toward the enforcement of appropriate codes, ordinances, and regulations. This shall include, but not necessarily be limited to, preparation and production of regular semi-monthly reports regarding the code compliance status of properties. This shall also include providing testimony as a witness in municipal court or before the governing body at public hearings for property status or remediation requirements.

(d) If requested by the City, the Code Compliance Officer may also refer appropriate providers to the City for remediation of properties when necessary.

SECTION II-3. COMPENSATION, REIMBURSEMENT, AND INVOICING

The Code Compliance Officer shall receive such compensation pursuant to this agreement.

(a) Compensation shall be in the amount of $1,700 (One Thousand and Seven hundred dollars) per month. This amount is a flat fee and includes any costs that PCC incurs for fuel, office expenses, limited postage (see below), etc.

(b) The above flat fee includes a maximum amount of $25 per month for regular or certified mailing or other postage expenses. PCC shall make all due diligence efforts to provide personal service of warnings, citations, etc. but when necessary, certified/regular mailing service costs are necessary, the City shall reimburse PCC for any such costs that exceed $25 per month.

(c) PCC shall invoice the City on a monthly basis at the beginning of each month. Said invoice shall be for services for the proceeding month as well as for any reimbursements from the preceding month. For example, the invoice produced on July 1st shall be for services to be performed in July as well as any postage reimbursement applicable for June. Invoices shall be paid by the City no later than the end of the month in which the invoice was received.

SECTION II-4. SCHEDULE OF THE CODE COMPLIANCE OFFICER

(a) It is expected that the CCO will devote approximately 68 hours per month toward the work necessary for code compliance and enforcement duties. This includes time needed for field surveys, office administration, and potential testimony. The CCO shall apportion said hours between the obligations as necessary with adjustments made appropriately to successfully perform the dues as set forth above.

ARTICLE III. TERM

SECTION III-1. INITIAL TERM

The initial term of this agreement shall be for a period of approximately eight (8) months commencing in September, 2024 and this agreement shall automatically renew thereafter for successive terms of one year unless terminated by either party. The parties may terminate this agreement within the initial term by giving written notice of termination to the other party no later than December 31st. Upon such notice, then this agreement shall terminate effective December 31st, 2024.

SECTION III-2. RENEWAL TERM(S)

The initial term shall automatically renew for a renewal term of one (1) year effective May 1st of each year. Should either party seek to amend, renegotiate, or revise this agreement, such party shall give notice of such proposed revision or amendment to the other party no later than the 1st day of March of the preceding year in which the proposed amendment or revision is to become effective: The parties shall either agree in writing to any amendments or revisions, abandon negotiations and proceed with a renewal term under the effective terms, or abandon negotiations and terminate the agreement. In the event of a notice to amend or revise being given by either party, one of the three outcomes shall be determined no later than May 1st of that year.

ARTICLE IV.

SECTION IV-1. GENERAL PROVISIONS:

(a) No change or modification of this Agreement shall be valid unless it shall be in writing and signed by the Parties.

(b) The text herein shall constitute the entire Agreement between Parties.

(d) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

ARTICLE V. DUAL INDEMNIFICATION

SECTION V-1. To the extent allowed under applicable laws, and solely with respect to acts undertaken on behalf of the respective City, each City shall defend, save harmless and indemnify the CCO against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of his or her duties as CCO, even if said claim has been made following his or her termination from employment, provided that the CCO acted with the scope of his or her duties. The respective City shall pay the amount of any settlement or judgment rendered thereon, again only for acts undertaken on behalf of the respective City and within the scope of employment. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the CCO.

The City shall reimburse the CCO for any attorneys' fees and costs incurred by the CCO in connection with such claims or suits involving the CCO in his or her professional capacity for acts undertaken on behalf of the respective City.

This indemnification shall also apply to the CCO after the cessation of this agreement and/or any amendment(s) and this section shall survive the termination of this Agreement.

PROFESSIONAL CODE COMPLIANCE LLC,

_____
Member

_____
Date

CITY OF CLEARWATER, KANSAS
Acting by and through its governing body:

_____
Mayor

_____
Date

Attest as to Signature:

_____
City Clerk

_____
Date

City	FT/PT	Start Pay	Now	Benefits
Valley Center	FT	$19.50	$20.70	Full insurance and time off
Inman	PT 6-14 hrs/wk as needed	$14.00	22.44	$50 cell phone + 2 City Shirts

Vehicle Provided	Job Description Provided?
Yes	Yes
Drive PD vehicle and has body cam	Yes

VALLEY CENTER

Job Title:	Code Enforcement and Infrastructure Officer
Department/Group:	Community Development
Reports to:	Community Development Director
FLSA Status:	Non-Exempt
Job Type:	Full-Time

Job Summary

Responsible for promoting and enforcing a clean and safe physical environment in the City, along with the inspection of approved infrastructure work to ensure that the various codes of the City are followed. Respond to all reports and concerns from the public concerning potential code issues/violations. Enforce the codes concerning nuisances as adopted by the city. Serve as the City's designated stormwater compliance officer. Assist the Community Development Director with projects as needed.

Job Description

Role and Responsibilities

1. Address code violations

- Inspect properties for violation of City's nuisance, zoning, etc. codes on either a self-initiated basis or as a result of citizen/business complaint.
- Ensure compliance with all City ordinances.
- Report monthly code violations and actions taken to resolve issues to Community Development Director in a timely manner.
- Enforce all codes at the highest level possible.
- Investigate citizen complaints in a timely manner and ensure concerns are resolved.

2. Review infrastructure permits and conduct inspections.

- Review and approve infrastructure permits (water, sewer/septic, and right-of-way) and conduct required inspections to ensure compliance with adopted codes in the interest of public safety and quality development.
- Along with inspections, this position is also responsible for all utility locating requests of City-owned utilities.
- Ensure on-going infrastructure projects meet or exceed code requirements.
- Complete utility locate requests in a timely manner.
- Inspect infrastructure work on a timely basis to ensure that projects may proceed while meeting all requirements.

3. Serve as city's designated stormwater compliance officer.

- Implements and reports on the City's Stormwater Management Plan.
- Completes/submits the annual MS4/Stormwater report to KDHE.
- Completes needed construction site BMP inspections and approves all stormwater permits.
- Completes four rain event testing samples per year and enforces and administers the City's MPDES (Stormwater) Permit.

- Comply with and submit all required reports in a timely and professional manner.
- Make certain all required inspections take place in timely manner and all issues are resolved in accordance with city standards.
- Ensure city maintains good standing with KDHE and other state/federal agencies involved in stormwater compliance.

4. Serve as liaison with external organizations.
   - Manage communications with all external organizations and answer inquiries in a timely manner.
   - Work collaboratively with external organizations when necessary to ensure code compliance.
   - Such organizations include, but are not limited to, Sedgwick County Metropolitan Area Building and Construction Department, local law enforcement agencies, and local judge/court.

The responsibilities described above represent the primary responsibilities of the job. Other responsibilities may be assigned by the supervisor as warranted by business needs. The incumbent is expected to do all assigned responsibilities. To perform this job successfully, an individual must be able to perform each duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Experience and Education Requirements

- High school diploma or GED required.
- Ability to read and analyze infrastructure construction drawings and specifications required.
- Previous work experience in the construction industry is highly preferred.
- Valid Kansas state driver's license with good driving record.

Preferred Skills

- Strong computer and organizational skills required.
- Excellent oral and written communication skills.

Tools and Equipment Qualifications

- Standard office equipment, including computer, Microsoft Office software, fax/copy machine.
- Infrastructure and other code books, site plan/utility technical drawings, field inspection tools ect.

Working Conditions

- Work both indoors and outdoors in all weather conditions. Some elements of building inspections may require climbing, bending, negotiating tight spaces, etc. There is an element of risk associated with this position.

Routine Contacts

- Citizens, general public and organizations, including permit applicants, contractors, code violators, architects/engineers, municipal court judges, city staff, elected officials and governmental agencies.

Approved By:		Date:	

	Community Development Director		
Approved By:		Date:	
	City Administrator		

City of Inman
Job Description

Job Title: Code Enforcement Officer
Department: Codes
Reports To: City Police Chief
FLSA Status: Exempt

SUMMARY

Under general supervision of the City Police Chief, the Code Enforcement Officer inspects existing residential buildings and dwelling units to determine compliance with city ordinance standards by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned by the Police Chief.

- Follows and maintains all City safety policies and procedures.
- Responsible for enforcing compliance with all federal, state, and related local laws and ordinance pertaining to construction, alterations or repairs, signs, weeds, litter, substandard structures, etc.
- Responds to complaints and preparation for legal action against violators of municipal code violations.
- Obtains permission from owners and tenants to enter buildings.
- Examines visually all areas to determine compliance with ordinance standards.
- Inspects premises for overall cleanliness, adequate disposal of garbage and rubbish and for signs of vermin infestation.
- Prepares forms and letters advising property owners and tenants of possible violations and time allowed for correcting deficiencies.
- Consults file of violation reports and revisits dwellings at periodic intervals to verify correction of violations by property owners and tenants.
- Explains requirements of housing standards ordinance to property owners, building contractors, and other interested parties.
- Performs additional duties or tasks as needed or directed.
- Inspects dangerous / unsafe structures.
- Inspects property for nuisances and violations such as weeds and inoperable vehicles.
- Inspects premises for overall cleanliness, adequate disposal of garbage and rubbish, and for signs of vermin infestation.
- Issues citations to property owners for code violations.
- Performs additional duties and tasks as needed or directed.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High School Diploma or G.E.D. in addition to required on the job training.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Requires valid drivers license and must meet the City's driving history guidelines. Training certification may be determined by the Police Chief.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

City of Clearwater
City Council
September 10, 2024

Employee Insurance

Context: At the August 13th meeting the council made a consensus to move forward with switch from State Employee Health Plan to Freedom Claims Management, Inc. (FCMI) By switching the City would be in more control of employee benefits than staying with the State Employee Health Plan (SEHP).

FCMI was asked to provide an agreement for the city attorney to review.

When the agreement has been approved, staff will notify SEHP that we will be cancelling the contract one year early, and employee onboarding will begin.

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

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

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

The FCMI fee per employee per month is $54.00. FCMI will also receive a percentage of savings recovered by the Company as a "Risk Based" MERP fee. The percentage of savings to be charged will be 20%.

The initial set up fee is $850.00

Legal Considerations: Counsel has reviewed a sample contract and suggested the following changes.

(1) On pages 3 of the Agreement there is still language that attempts to establish a different kind of negligence than Kansas law recognizes. This language is confusing because it is inconsistent with Kansas law. Please simply remove the word "serious" from page 3, Paragraphs 2 and 4. And further remove "Intentional" in Paragraph 4. There is no thing as "Intentional negligent acts" so the City needs to the contract to be clear and comport with Kansas law.

(2) On page 3 of the agreement in Paragraph 2 at the top of the page, please remove the language "but may do so if it chooses to." We do not authorize HIC to sue any employees of the City.

(3) On page 4 of the Agreement, near the top of the page in Paragraph 2 (Section 3), please remove the language "reasonable attorney fees" as the City cannot sign off on a contract where it may hold the City responsible for paying another party's legal fees

(4) On Exhibit C under Section 3 discussing permitted uses of PHI. There is a repeated discussion of disclosure of PHI. Can you provide us with instances as to when you think PHI might be disclosed and to whom? The language is kind of broad. On page 5 of Exhibit C, section 3(b), the language states "Business Associate also may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosure is either (i) Required by Law or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agreed to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached."

Without more information about the reasons needed for disclosure of PHI to third parties it is a little challenging to recommend that such disclosures are fine without any further parameters. When are such disclosures required by law? And to whom?

(5) On Exhibit C on page 6 under Section 4(a)(ii) please amend the notice of breach timeline from 60 days to 14. While 60 days is the legal requirement, the City believes it is absolutely necessary to know much sooner than that. Once a breach has been identified, it would be appropriate for the City to be advised of such within two weeks or 14 days. While obviously additional information may be needed to fully explain the breach, notice that it has occurred would be needed much sooner than 60 days after discovery.

(6) On Exhibit C, page 7, Section 5(d) please amend the notice time for an audit to 5 days to make the document consistent with the controlling Agreement. The 5 day audit notice requirement appears on page 8 of the original Agreement under Section 10. We want to keep the terms consistent throughout the Agreement.

(7) The last page of the document is titled "Execution Page" there is an acknowledgement of the MERP. But I don't actually see a true MERP document attached. Is that something that HIC wants to add later?

The requested changes were forwarded to HIC and FCMI.

Recommendations/Actions: Authorize the mayor to sign the FCMI contract.

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1st day of January, 2025, by and between **Freedom Claims Management, Inc.,** hereinafter referred to as "FCMI," and City of Clearwater, hereinafter referred to as the "Company."

WHEREAS, the Company has adopted a program of hospital, health care, and prescription benefits (the Company's "Group Medical Plan") for certain of its employees and their dependents;

WHEREAS, the Company has established another medical expense reimbursement program ("MERP") designed to reimburse eligible employees (i.e., those who are participating in the Group Medical Plan) for a portion of the health claims that they and their covered dependents incur and that count toward the deductible under the Company's Group Medical Plan;

AND WHEREAS, the Company desires to establish a business relationship whereby FCMI will undertake to act as a limited agent for the Company in (1) receiving and processing claims for benefits under the MERP, (2) disbursing claim payments under the MERP, and (3) performing such additional duties as are set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, it is agreed by FCMI and the Company as follows:

Section One
Claims Administration

1. Upon receipt of a claim for benefits, FCMI shall review the claim and determine whether it has been properly filed and the amount, if any, due and payable under the terms of the MERP.

2. On behalf of the Company, FCMI will disburse claim payments determined by FCMI to be due in accordance with the provisions of the MERP to the person or assignee entitled thereto.

3. FCMI shall take all reasonable steps necessary to process claims and disburse payments accurately and expeditiously, in accordance with the terms and conditions of the MERP and applicable laws.

Section Two
Payment of Claims

1. The Company authorizes FCMI to pay benefits under the MERP by checks drawn on an account at Farmers State Bank & Trust, Great Bend, Kansas, over which FCMI, as agent for the Company, has been given checkwriting authority by the Company. The account shall be established and maintained in the name of the Company for the payment of claims. FCMI will notify the Company of the amount needed to pay approved benefit claims, and the Company shall remit the funds necessary for payment of the claims. FCMI shall have authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such funds to or on behalf of participants in payment of approved claims.

2. In the event it is determined by FCMI that a claim previously paid by FCMI has been underpaid, FCMI will promptly adjust the claim and make any additional payment due under the MERP. In the event FCMI determines that a claim previously paid has been overpaid, or has made payment of benefits otherwise not properly payable under the MERP, FCMI will endeavor to recover the payment. FCMI's procedure to recover such payments shall include a formal request for a refund from the party improperly receiving the payments and, if such party fails to make a refund, FCMI may offset the amount refundable against any future benefits payments that may

become due to such party. FCMI shall promptly notify the Company if it is unsuccessful in recovering any overpayment. FCMI shall not be required to initiate court proceedings to recover any overpayment, but may do so if it chooses to. FCMI shall not be liable to the Company for any overpayments unless FCMI has made such overpayment due to the serious negligence of FCMI.

3. The determination of any claims payable under the MERP shall initially be made by FCMI. However, in the event the Company determines that FCMI has misinterpreted the MERP and so informs FCMI in writing, all claims reported after delivery of such written instructions to FCMI shall be processed and paid in accordance with the Company's interpretation as set forth in such writing.

4. The Company recognizes that clerical errors and normal variations in claim processing made without intent to defraud and absent serious negligence or willful misconduct are possible. When any errors or variations are made and discovered, FCMI shall promptly commence reasonable efforts to correct, adjust and/or otherwise remedy the same to the extent such is possible. The cost of errors which cannot be corrected through the reasonable efforts of FCMI shall be treated as a benefit expense, provided that such error was not attributable to FCMI's intentional negligent acts or omissions. FCMI will be liable for the cost of errors only if the same are attributable to FCMI's intentional negligent acts or omissions.

Section Three
Agency Agreement

1. The Company recognizes that FCMI, in performing its obligations under this Administrative Agreement, is acting as a limited agent of the Company and has not been and shall not be designated the plan administrator with respect to the MERP for purposes of the Employee Retirement Income Security Act of 1974 (ERISA) or any other applicable state or federal law.

2. The Company shall hold FCMI, its officers, directors and employees harmless from any all claims, expenses, damages, losses, costs, liabilities (including tax assessments and related interest and/or penalties), reasonable attorney fees, settlements, fines, judgments, damages, penalties, or court awards that are incurred in connection with any act or omission arising in whole or in part out of its performance under this Administrative Agreement; provided, however, the Company shall not have liability for a claim, expense, loss, cost, liability, settlement, fine, judgment, damage, penalty, or court award that is attributable to FCMI's negligence, misconduct or fraud in performing its obligations in accordance with this Agreement. The defense of any legal action instituted on a claim for benefits filed in accordance with the MERP shall not be an obligation of FCMI; however, FCMI agrees to cooperate with the Company in defense of any such action by providing any required records or evidence it has concerning the claim. To the extent FCMI, its officers, directors and employees are subject to liability under this Agreement, the maximum amount of liability of FCMI or such person shall be equal to one (1) year of fees assessed by FCMI to the Company under this Agreement.

Section Four
Duties of the Company/Plan Administrator

1. The Company shall deliver to FCMI completed enrollment cards for each covered person eligible for benefits under the MERP as of the effective date of this Administrative Agreement. Thereafter, the Company shall notify FCMI on or before the 5th day of each month of all changes in participation in the MERP, whether by reason of termination, change in classification, or any other reason.

2. The Company shall collect all monies payable into the MERP by the Company or the MERP participants in such manner as the Company deems appropriate and shall deliver all

such monies so collected to the MERP or the claims account established under the MERP on not less than a monthly basis or whenever requested by FCMI for the required payment of claims.

3. The Company shall assist FCMI in the enrollment of MERP participants and cooperate with FCMI with regard to the proper settlement of benefits and shall transmit any inquiries pertaining to the MERP to the plan administrator. The Company shall maintain a supply of forms, enrollment cards, and other documents necessary for the administration of the MERP and shall distribute the same or make them available to persons eligible to participate.

4. The Company shall perform the duties and functions required by the plan administrator under ERISA and regulations promulgated thereunder, including ERISA's reporting and disclosure requirements. These duties include preparation of the Plan Document and Summary Plan Description (SPD), distributing the SPD to employees, advising employees of changes in the provisions of the MERP, filing an annual Form 5500, and preparing and distributing a summary annual report to employees. The Company may contract with FCMI to assist it in performing these duties, but only as specifically stated herein or in a separate written agreement.

Section Five
Standard of Care

FCMI shall perform its duties and obligations under this Agreement in a timely fashion and with the care, skill, prudence and diligence under the circumstances then prevailing that a reasonable and prudent third-party administrator, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character with like aims.

Section Six
Notification of Eligibility

1. The Company acknowledges that the effective performance of this Agreement by FCMI requires that FCMI be advised by the Company periodically but not less frequently than once per month of the identity of all individuals eligible for benefits under the MERP, their effective eligibility date or termination of eligibility date, and the benefits to which each such individual is entitled. The Company shall furnish such other information which may be reasonably required by FCMI to properly perform its duties under this Agreement. In determining any person's rights to benefits under the MERP, FCMI shall rely on eligibility information furnished by the Company prior to the submission of such person's claim. FCMI shall not be responsible for any non-performance or delays in performance of this Agreement caused in whole or in part by the failure of the Company to furnish any information requested by FCMI in the performance of its duties under this Administrative Agreement.

Section Seven
Modification of Plan Document

1. Any modification or amendment to the MERP shall be immediately communicated in detail and in writing by the Company to FCMI. After receipt by FCMI of such modification or amendment to the MERP, the term "MERP," as used in this Administrative Agreement, shall include such modification or amendment as of the effective date thereof or the date FCMI receives such written modification or amendment, whichever is the later date.

2. Any revision in the administrative charge which may be reasonably deemed necessary by FCMI as the result of any material modification or amendment to the MERP shall be communicated to the Company within thirty (30) days after receipt of notice of said modification or amendment. Any such revision is subject to the prior written approval of the Company; provided,

however that if such approval is withheld, then FCMI may terminate this Agreement by providing the Company with at least forty-five (45) days prior written notice thereof.

Section Eight
Financial Responsibility

The Company hereby assumes responsibility and all liability resulting from eligible claims made in accordance with the MERP. FCMI shall not be responsible for any enrollee's medical or other debts arising out of any medical care or confinement.

Section Nine
Confidential and Proprietary Information

The Company and FCMI agree to use any confidential or proprietary information only in accordance with this Agreement and the Business Associate Agreement attached hereto as Exhibit C and incorporated herein by reference. The Company will cooperate in providing FCMI with access to medical or other records that may be required by FCMI to perform services under this Agreement. FCMI will protect the confidentiality of the enrollee's medical information in accordance with the terms and conditions of the Business Associate Agreement and all applicable state and federal laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any regulations promulgated pursuant thereto, including the HIPAA Security and Privacy rule (45 CFR Parts 160 and 164), and any amendments thereto, including through the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) and the regulations promulgated pursuant thereto.

Section Ten
Records Retention and Review

FCMI will maintain records of claims submitted under the MERP as well as any payments disbursed by FCMI under the MERP for a period of eight (8) years, measured from the first day of the Plan Year to which the records relate. The plan administrator, or duly authorized representatives of the Company, shall have the right to examine and audit such records during the regular business hours of FCMI upon five (5) business days' advance written notice to FCMI. At the request of the Company upon or following termination of this Agreement, FCMI shall promptly deliver all such records to the Company, or its designee, in either electronic or hard copy format.

Section Eleven
Additional Duties of FCMI as Claims Supervisor

FCMI will perform the duties set forth in Exhibits "A" and "B" attached hereto and by this reference incorporated into this Agreement. The duties set forth in Exhibit "A" may, from time to time, be modified in writing by the mutual agreement of the Company and FCMI. Revised administration fees, if any, resulting from modification of the duties set forth in Exhibit "A" are subject to the prior approval of the Company and must be acknowledged in writing by the Company. The parties acknowledge and agree that the administrative fees payable hereunder shall not be increased during the initial term of the Agreement.

Section Twelve
Term of Agreement

The term of this Agreement shall commence on the day and year first above written and continue for a period of one (1) year, ending at 12:00 midnight. This Agreement shall automatically renew for like one-year terms unless written notice of non-renewal is given by either party to the other at least sixty (60) days prior to the end of any one-year term of this Agreement in

which event this Agreement will terminate at midnight on the last day of the then current contract year.

Section Thirteen
Early Termination of Agreement

This Agreement may be terminated prior to the end of its initial term or any renewal term as follows:

1. On any date mutually agreeable to the Company and FCMI, or
2. Sixty (60) days after FCMI receives written notice of termination by the Company, or
3. Sixty (60) days after the Company has received written notice of termination by FCMI.

Section Fourteen
Liabilities Prior to Termination

Upon expiration or earlier termination of this Agreement, the Company and FCMI will be relieved of any further liability or obligation hereunder, except for any obligations or liabilities which may arise from performance under the terms of this Agreement prior to termination thereof, and except as provided in Section Thirteen above and below in this Section Fifteen. Upon termination of this Agreement, FCMI and the Company shall return to one another any and all information of a proprietary nature belonging to the other (claims information will be returned to the Company COD). Administration services required to process and adjudicate claims incurred prior to the termination of this Agreement arising after termination of this Agreement (i.e. "run-out claims") will be provided by FCMI for a period of three (3) months following termination of this Agreement. In consideration for such services, the Company will pay FCMI the full amount

of the applicable administration fees set forth on Exhibit B attached hereto during such three (3)-month period. Thereafter, FCMI may continue to process run-out claims on a month-to-month basis, subject to the mutual agreement of the parties, for a "per claim" fee to be negotiated and agreed to by the parties in writing.

Section Fifteen
Broker/Agent

The Company acknowledges that the relationship between the Company and any broker/agent/consultant involved in providing insurance services to the Company is direct between the Company and said broker/agent/consultant and without involvement of FCMI.

Section Sixteen
Notice Between Parties

Any notice to be given under the terms of this Agreement shall be effective if given in writing and sent by United States mail, postage prepaid, and addressed as follows:

If to the Company:

City of Clearwater
Attention: Plan Administrator
PO Box 453
Clearwater, KS 67026

If to FCMI:

Freedom Claims Management, Inc.
Attention: Julie Yarmer, President
52 NW 30th Rd
P.O. Box 1365
Great Bend, KS 67530

Notices sent by U. S. mail shall be deemed to have been received three (3) business days after the postmark date.

Section Seventeen
Modification of Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification or amendment shall be valid unless in writing, signed by each of the parties hereto.

Section Eighteen
Force Majeure

Should the performance of services required under this Agreement on the part of either FCMI or the Company be prevented or delayed by an act of God, governmental authority, or any other cause beyond either party's control, the time period for the performance of services will be extended for a period of time equal to the delay, and delayed performance will be excused. In such event, however, both parties agree to use reasonable efforts with respect to performance of their obligations under this Agreement.

Section Nineteen
Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Kansas. The Company hereby submits to jurisdiction of the state court of the State of Kansas, with venue proper only in Barton County, Kansas, and agrees that said court shall have exclusive jurisdiction of this Agreement and that any litigation regarding this Agreement shall be submitted to said court and no other court.

Section Twenty
Miscellaneous

1. This Agreement, with its Exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior

written or oral communications or agreements between the parties relating to the subject matter of this Agreement.

2. The headings and titles within this Agreement are for convenience only and not part of the Agreement.

3. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

4. This Agreement is for the benefit of the Company and FCMI and not for any other person. It shall not create any legal relationship between FCMI and any employee, beneficiary, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the MERP.

5. FCMI is an independent contractor under this Agreement. Nothing in this Agreement shall be interpreted as authorizing FCMI or its agents and/or employees to act as an agent or representative for or on behalf of the Company, or to incur any obligation of any kind on the behalf of the Company except as expressly provided otherwise in this Agreement.

6. Nothing in this Agreement is intended to constitute legal or tax advice from FCMI to the Company or any other party which may be relied upon. Under no circumstance will FCMI provide legal or tax advice to the Company, the MERP, or a covered individual. The Company may review with its legal counsel all legal documents and forms provided or prepared by FCMI, and is encouraged to consult its legal counsel with respect to any questions concerning its

responsibilities under this Agreement, the MERP, and/or the legal sufficiency of any documents provided to the Company by FCMI.

7. This Agreement may be executed by the parties hereto in one or more separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all of the parties hereto.

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

By_____	**By_____**
(Title)_____	**(Title)_____**
Freedom Claims Management, Inc.	**City of Clearwater**
Date_____	**Date_____**

EXHIBIT A

1. Evaluation and payment or declination of the amount of claims presented, based on the provisions of the Plan Document/Summary Plan Description.
2. Application of claims control procedures necessary to effectively implement the basic principles of the MERP.
3. Advising and offering aid to claimants in effort to help them meet the requirements for additional information.
4. Claim investigation, including discussion, when applicable, with physicians and other providers of service, for claim in question.
5. Obtaining, as necessary, information regarding nonduplication and/or coordination of benefits.
6. Investigation of claims whose charges appear to be excessive and applying reasonable and customary guidelines to payment activities.
7. Performing periodic audits, on a simple basis, of claim payments.
8. Notifying, in writing, claimants of rejected claims and the reason for such rejection.
9. Proper storage of all claim payment records for a period of eight (8) years, measured from the first day of the MERP Year to which the record relates.
10. Preparation of monthly, quarterly, and/or annual claim reports for The Company on a timely basis.
11. Periodic review of claims experience to assist in procurement of underwriting advice.
12. Preparing information pertaining to claim payments to providers of health care related services for companies requested pursuant to Section 6041, IRC for the preparation of 1099 form.
13. Contract for the printing of Plan Document/Summary Plan Description.
14. Designing of plan booklets describing all benefits of the MERP for issuance to all eligible employees and their dependents eligible under the MERP during the terms of the Administration Agreement or review of plan booklets if prepared by the Company.
15. Return of all claim files and related information to the Company in the event of termination of the Agreement.

_____ Initial

_____ Date

EXHIBIT B

January 1, 2025

1. The charge to the Company for service by FCMI will be $54.00 per employee per month for administration of medical, prescriptions, standard reports, and routine consulting on the MERP design. COBRA administration is included.

2. HIC, Health Insurance Cooperative Agency, Inc., will receive $13.50 per employee per month for consulting services.

3. No less than thirty (30) days prior to the termination of the contract, FCMI will provide a revised Exhibit B and at that time may propose in writing a revision of the administration fee for the upcoming contract year.

4. FCMI and HIC will receive a percentage of savings recovered by the Company as a "Risk Based" MERP fee. The % of savings to be charged will be 20% of savings.

5. FCMI will charge an initial setup fee in the amount of $850.

_____ Initial

_____ Date

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into on this 1ST day of January, 2025, by and between Freedom Claims Management, Inc. ("Business Associate") and City of Clearwater on behalf of the City of Clearwater Medical Expense Reimbursement Plan (the "Plan").

WHEREAS, the Plan is a "covered entity" as that term is defined in the Privacy Rule (as defined below), and, by virtue of the services that Business Associate performs for the Plan, Business Associate is a "business associate" as that term is defined in the Privacy Rule;

WHEREAS, under the Privacy Rule, Plan may not transfer Protected Health Information to Business Associate or permit Business Associate to receive Protected Health Information on behalf of Plan without satisfactory assurances from Business Associate that it will appropriately safeguard the information;

WHEREAS, Business Associate desires to provide the satisfactory assurances required by the Privacy Rule and further define the party's rights and responsibilities under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for the exchange of Protected Health Information;

WHEREAS, as required pursuant to the final regulations promulgated under HIPAA, Business Associate agrees to undertake certain responsibilities as required by those regulations and this Agreement;

WHEREAS, as a result of the assurances provided in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Plan as specified in Freedom Claims Management, Inc. Service Agreement, provided that such use or disclosure is not otherwise limited by this Agreement and would not violate the Privacy Rule if done by Plan or the minimum necessary policies and procedures of the Plan.

NOW, THEREFORE, it is agreed as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) **"Breach"** shall have the same meaning as the term "breach" in 45 CFR 164.402, limited with respect to Protected Health Information.

   (b) **"Breach Notification Rule"** shall mean the Standards and Implementation Specifications for Notifications of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.

   (c) **"Business Associate"** shall have the same meaning as the term "business associate" in 45 CFR 160.103 and shall include all successors and assigns, agents, affiliates, subsidiaries (as applicable), and related companies of the Business Associate identified in the opening paragraph of this Agreement.

(d) **"Discovery"** shall mean the first day on which such specified fact or condition (e.g., a Breach) is known to the applicable person, or, by exercising reasonable diligence would have been known to the applicable person. A person shall be deemed to have knowledge of a specified fact or condition (e.g., a Breach) if such fact or condition is known, or by exercising reasonable diligence would have been known, to any person, other than the person causing or committing the fact or condition, who is an agent of the applicable person (determined in accordance with the federal common law of agency).

(e) **"EDI Rule"** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(f) **"Electronic Protected Health Information"** or **"EPHI"** shall have the same meaning as the terms "Electronic Protected Health Information" or "E-PHI" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

(g) **"Enforcement Rule"** shall mean the Enforcement Provisions set forth in 45 CFR Part 160.

(h) **"Genetic Information"** shall have the same meaning as the term "genetic information" in 45 CFR 160.103.

(i) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

(j) **"HIPAA Rules"** mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

(k) **"HITECH Act"** shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

(l) **"Individual"** shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(m) **"Privacy Rule"** shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 CFR Part 160 and 164 Subparts A and E.

(n) **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of the Plan.

(o) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(p) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(q) **"Security Incident"** shall have the same meaning as the term "security incident" in 45 CFR 164.304.

(r) **"Security Rule"** shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(s) **"Subcontractor"** shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.

(t) **"Transaction"** shall have the same meaning as the term "transaction" in 45 CFR 160.103.

(u) **"Unsecured Protected Health Information"** means Protected Health Information that is not secured through the use of technology or methodology specified by the Secretary of Health and Human Services through guidance issued by the Secretary.

Terms used, but not defined, in this Agreement shall have the same meaning as those terms in 45 CFR 164.103 and 164.501.

2. **Obligations and Activities of Business Associate Regarding Protected Health Information.**

(a) **Limited Use of PHI.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

(b) **Appropriate Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Plan as required by the Security Rule.

(c) **Agents and Subcontractors.** Business Associate agrees to enter into a contractual arrangement with any agent and/or Subcontractor to whom it provides Protected Health Information received from the Plan (or created or received by Business Associate on behalf of the Plan), and agrees that such contractual arrangement shall incorporate the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information. Business Associate agrees that such contractual arrangement shall provide that any such agent and/or Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Plan's Protected Health Information. Business Associate agrees that such contractual arrangement shall provide that, in the event that a possible breach occurs with respect to the Plan's Protected Health Information, the agent and/or Subcontractor shall immediately and directly notify the Plan of such possible breach. Business Associate agrees, to the extent permitted by law, to accept full legal responsibility for any such breach that occurs

as a result of its own actions or inactions and/or the actions or inactions of its agents and/or Subcontractors.

(d) **Access to PHI.** Business Associate agrees to provide access at the request of the Plan, and in the time and manner designed by the Plan, or as directed by the Plan, to an Individual in order for the Plan to meet the requirements under 45 CFR 164.524.

(e) **Amendments to PHI in Designated Record Set.** Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 CFR 164.526 at the request of the Plan or an Individual, and in the time and manner designated by the Plan. If the Plan requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that will enable the Plan to meet its electronic access obligations under 45 CFR 164.524.

(f) **Availability of Business Associate's Internal Documents Relating to Handling of PHI.** Business Associate agrees to make internal practices books and records, including policies and procedures relating to the use and disclosure of Protected Health Information available to the Plan, or at the request of the Plan to the Secretary, in a time and manner designated by the Plan or Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Rule. Business Associate shall immediately notify the Plan upon receipt or notice of any request by the Secretary to conduct an investigation with respect to Protected Health Information received from the Plan and to provide to the Plan copies of any and all information provided by Business Associate to the Secretary in connection with any such investigation.

(g) **Documentation of PHI Disclosures.** Business Associate agrees to document any disclosures of Protected Health Information and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to maintain the disclosure information for at least six years following the date of the accountable disclosure.

(h) **Information Regarding PHI Disclosures.** Business Associate agrees to provide to the Plan or an Individual, in a time and manner designated by the Plan, information collected in accordance with paragraph (g) above of the Agreement, and to permit the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(i) **Use of PHI Consistent with Plan's Intent.** Business Associate agrees to use or disclose Protected Health Information pursuant to the request of the Plan; provided, however, that the Plan shall not request Business Associate to use or disclose

Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan.

(j) **Limited Disclosures of PHI Involving Fully-Paid Out of Pocket Expenses.** Business Associate agrees to restrict the disclosure of PHI of a Plan participant (unless the disclosure is otherwise required by law) if the participant so requests, where the disclosure is for purposes of carrying out payment or health care operations (and not treatment) and the PHI for which the participant requests a restriction on its disclosure pertains to a health care item or service for which the health care provider has been paid out-of–pocket, in full.

(k) **Prohibition on Sale of PHI.** Business Associate shall not engage in any sale (as defined in the HIPAA Rules) of Protected Health Information.

(l) **Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

(m) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

(n) **Not an Agent.** Business Associate agrees that it is an independent contractor and not an agent of the Plan.

3. **Permitted Uses and Disclosures of Protected Health Information by Business Associate.**

(a) **Functions and Activities on Behalf of the Plan.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services for, or on behalf of, the Plan as previously agreed to by the parties in the Freedom Claims Management, Inc. Service Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan. This includes receiving and using Protected Health Information obtained from Plan, particularly patient medical records and associated billing and payment information, and related documents.

(b) **Business Associate's Operations.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate and to carry out the legal responsibilities of the Business Associate. Business Associate also may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosure is either (i) Required by Law or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached.

(c) **Minimally Necessary Use of Protected Health Information.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Plan is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

(d) **Data Aggregation**. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to the Plan as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) **No Transfer of Protected Health Information Outside the United States.** Business Associate shall not transfer Protected Health Information outside the United States without the prior written consent of the Plan. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or Subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

(f) **Reporting Violations of Law.** Business Associate may use Protected Health Information to report violations of law to federal and state authorities consistent with 45 CFR 164.502(j)(1).

4. **Breaches and Security Incidents.**

(a) **Reporting.**

(i) *Impermissible Use or Disclosure*. Business Associate agrees to report to the Plan any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware, and to mitigate, to the extent practicable, any harmful effects of such use or disclosure that are known to Business Associate. Such notice shall be made promptly, but not later than sixty (60) days after Discovery, and thereafter upon request of the Plan.

(ii) *Notice of Breach to the Plan*. In addition to its obligations under 45 C.F.R. Part 164, Subpart D, subject to any conditions requiring a delay of a notice under 45 C.F.R. 164.412, Business Associate shall notify the Plan in writing of the Discovery of any Breach of Unsecured PHI. Such notice shall be made promptly, but not later than sixty (60) business days after Discovery, and thereafter upon request of the Plan. Such notice shall include (1) such information then-known or then-available to Business Associate that Plan would be required to include in a notification to an individual under 45 C.F.R. 164.404(c), including, without limitation, the date of Discovery of such Breach, and (2) such information to allow the Plan to determine whether Business Associate constitutes Plan's agent (determined in accordance

with the federal common law of agency) with respect to such Breach. Business Associate will comply with all of its notification requirements under 45 C.F.R. Part 164, Subpart D within sixty (60) business days after notice from Plan of its determination that Business Associate constituted its agent with respect to such Breach.

(iii) *Notice of Breach to Affected Individual(s) and Media*. Business Associate agrees to assist with the notification obligations of the Plan to affected individuals, the Secretary, and, if applicable, the media in accordance with 45 C.F.R. 164.404, 164.408, and 164.406, respectively, of any Breach by Business Associate of Unsecured PHI.

(b) **Mitigation of Harmful Effects.** Business Associate agrees to immediately mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (i) a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement, or (ii) a Security Incident with respect to E-PHI while in the possession or control of Business Associate.

5. **Obligations of the Plan Regarding Protected Health Information.**

(a) The Plan shall provide Business Associate with a copy of the Plan's notice of privacy practices as well as any changes to such notice.

(c) The Plan shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) The Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522.

(d) The Plan and its representatives shall be entitled, within ten (10) business days' prior written notice to Business Associate, to audit Business Associate from time to time to verify Business Associate's compliance with the terms of this Agreement. The Plan shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. The Plan shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with such entity's normal operations.

6. **Compliance with EDI Rule and other Aspects of Administration Simplification Regulations.**

Business Associate agrees that, on behalf of the Plan, it will perform any transaction for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of the Plan.

Business Associate agrees that it will comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to Business Associate. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to Business Associate.

7. **Amendment.**

The parties agree to take any action necessary to amend the Agreement from time to time as is necessary for them to comply with the requirements of the Administrative Simplification Subtitle of HIPAA. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the Plan and Business Associate.

8. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the date set forth on page 1 of this Agreement, and shall terminate when the Services Agreement terminates.

(b) **Termination for Cause.** Upon the Plan's knowledge of a material breach by Business Associate, the Plan shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days of the date that the Plan provides notice of such breach to Business Associate, the Plan shall have the right to terminate this Agreement and the Services Agreement by providing 30 days advance written notice of such termination to Business Associate. A material breach of this Agreement which is not addressed within thirty (30) days of written notice by the Plan is grounds for termination by the Business Associate.

(c) **Effect of Termination.**

(1) Except as provided in subparagraph (2) immediately below, upon termination of this Agreement for any reason, Business Associate shall return all Protected Health Information to the Plan. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event Business Associate determines that returning the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make the return infeasible. Upon mutual agreement of the parties that return of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) The respective rights and obligations of Business Associate under this paragraph (c) shall survive the termination of this Agreement.

9. **Indemnification.**

Business Associate shall indemnify and hold harmless the Plan from and against any and all costs, expenses, claims, demands, causes of action, damages and judgments (including reasonable attorneys' fees) that arise out of or that may be imposed upon, incurred by, or

brought against the Plan as a result of a breach of this Agreement or any violation of the Administrative Simplification Subtitle of HIPAA by Business Associate.

The Plan shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages and judgments (including reasonable attorneys' fees) that arise out of or that may be imposed upon, incurred by, or brought against Business Associate as a result of a breach of this Agreement or any violation of the Administrative Simplification Subtitle of HIPAA by the Plan.

The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and shall survive its termination.

10. **Notices.**

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Plan Sponsor, on behalf of the Plan, via mail, hand-delivery or courier:	Attn: Administrator City of Clearwater PO Box 452 Clearwater, KS 67026
If to the Business Associate:	Attn: Julie Yarmer, President Freedom Claims Management, Inc. 52 NW 30th Rd P.O. Box 1365 Great Bend, KS 67530 (620) 792 - 9151

11. **Miscellaneous.**

(a) **Severability.** All parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Plan and the Business Associate agree that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

(b) **Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify, or affect the meaning or construction of, any of the terms or provisions hereof.

(c) **No Waiver of Rights, Powers and Remedies.** No failure or delay by any party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(d) **Regulatory References.** A reference in this Agreement to a section in the EDI Rule or the Privacy Rule means the referenced section or its successor, and for which compliance is required.

(e) **Governing Law.** This Agreement will be governed by and construed in accordance with federal laws and, to the extent applicable, the laws of the State of Kansas.

(f) **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

(g) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the Administrative Simplification Subtitle of HIPAA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified in the opening paragraph of this Agreement.

Freedom Claims Management, Inc.
("Business Associate")

By: _____

Title: President

Print Name: Julie Yarmer

Date: _____

Exhibit C

City of Clearwater, on behalf of
City of Clearwater Medical Expense Reimbursement Plan

By: _____

Title: _____

Print Name: _____

Date: _____

By: _____

Title: _____

Print Name: _____

Date: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Broker Request Form

The undersigned entity as the Plan Sponsor for the designated Health Plan does hereby request that Freedom Claims Management, Inc. provide the identified "Broker" access to Protected Health Information for the purpose of enabling the "Broker" to perform certain functions and duties on behalf of the Health Plan. City of Clearwater acknowledges that the relationship between them and any broker/agent/consultant involved in providing insurance services to City of Clearwater is direct between them and said broker/agent/consultant and without involvement of Freedom Claims Management, Inc.

City of Clearwater

By: _____

Title: _____

Date: _____

Name of Broker: HIC Agency, Inc

EXECUTION PAGE

IN WITNESS WHEREOF, the Employer adopts this Medical Expense Reimbursement Plan, including the attached HIPAA Medical Privacy Appendix, effective the 1st day of January, 2025.

City of Clearwater

By:_____

FreedomChoice – PROPOSED MEDICAL PLAN DESIGN

for City of Clearwater

5/2/2024 BCBS

Insurance Company (Yellow)

Umbrella Policy

Insurer processes and pays eligible claims above the Liability Threshold Deductible. Some claims may be processed from"dollar one" based on policy provisions. Claims are processed through PPO Network and insurer first, and by the TPA second.

Liability Threshold:
Insurer's medical plan deductible is used as the threshold at which insurance company liability begins.

Employer Claim Reserve (Tan Portion)

Employer Claim Reserve. Established via I.R.C. § 105, it reflects the Employers potential claims cost share, a deductible expense. This is estimated in the cost summary. These claims are paid by the TPA after first processed by the PPO Network and Insurer.

Employee Costs (Blue Portion)

This portion summarizes the Deductible, Copays, & Cost Share maximum for the member's medical benefits plan. These claims are reimbursed and paid by the Third Party Administrator (TPA) after the initial claim is processed by the PPO Network and Insurer.

The amounts shown are illustrative and may vary

TIER 1 PLAN ADMINISTRATION: This program relies on careful and thorough administration, and the organization handling this task plays a vital role. *Freedom Claims Management* has significant expertise in managing this type of MERP plan based on an employer's unique needs and service requirements for its employees.

TIER 2						Non-Network
	Medical Insurance Policy *Eligible Expenses Covered at 100%*					Insurance Carrier Out Of Network Penalties & Terms Apply
	All Eligible Employee & MERP Claims from TIER 1 Apply to this Amount				↕	
	$7,100	**$14,200**	**Embedded**			**$13,000**
TIER 1	Employer Cost Share $ Max After Med/Rx Deductibles **$3,150**	***Employer Claim Reserve pays balance of claim after Employee Pays Copays 1st. The Reserve reimburses Major Medical claims at the Employer Cost Share %***			Preventive Care	**0% Cost Share Amount**
	Employer Cost Share % After Deductible **50%**					
	Employee Cost Share $ Max After Deductible **$3,150**	**Facility Visits - Copays**: Primary Care MD $20; Specialist MD $40		**Rx Drug - Copays**: 1 Generic 20%; 2 Preferred Brand 35%; 3 Non Pref 60%	No Max	**100% Cost Share Amount**
	Employee Cost Share % After Deductible **50%**	**Other Services**: Urgent Care Facility $50; Emergency Room $100			↕	
	Employee Deductible **$800**				100%	**$13,000**
	Major Medical Plan				**Policy**	**Out Of Network**

⇑ ⇑ ⇑ ⇑ ⇑ ⇑ ⇑ **Start Here** ⇑ ⇑ ⇑ ⇑ ⇑ ⇑ ⇑

This is a visual illustration of how the proposed medical benefits operate for the member, the employer and the insurance company. Start at the bottom and work your way to the top as services are received and claims incurred.

Health Cost Details
with *FreedomChoice*

Employer:	City of Clearwater
Effective Date:	July 1, 2024

		Single	Sgl/Spouse	Sgl/Child	Family	TOTALS MO	Carriers
Employees		4	0	0	1	5	
Members		4	0	0	4	8	
Renewal Plan	Illustrative Rates	$974.40	$2,044.08	$1,822.12	$2,419.82		**Current Carrier**
Effective 7/1/2024	Totals	$3,897.60	$0.00	$0.00	$2,419.82	**$6,317.42**	
Proposed Plan - *FreedomChoice*							
TIER 2	**Part 1** Umbrella Policy	$585.28	$1,170.56	$1,024.24	$1,463.20	*Insured Option*	**Umbrella Policy**
	Totals	$2,341.12	$0.00	$0.00	$1,463.20	$3,804.32	
TIER 1	**Part 2** MERP TPA Fee	$208.00	$0.00	$0.00	$52.00	$260.00	
	Part 3 MERP Claims Fund	$1,348.48	$0.00	$0.00	$904.62	$2,253.10	
TOTALS 1+2+3	Totals	$3,897.60	$0.00	$0.00	$2,419.82	**$6,317.42**	
	Rate Estimates	**$974.40**	**$2,044.08**	**$1,822.12**	**$2,419.82**		

Estimated Savings	
$0	MO
$0	YR

Description of *FreedomChoice*

See "Terms & Conditions"

Part 1 The fully insured Umbrella policy protects the plan and employees at the designated liability threshold.
TIER 2 Liability Deductible Threshold: BCBS **$7,100** $14,200

Insured Option

Part 2 Administration of the underlying TIER 1 plan performed by the TPA, ***Freedom Claims Management***.
MERP TPA Fee: **$52.00** Per Employee *(COBRA Administration Included)*

Part 3 Medical Expense Reimbursement Plan (MERP) Claims Fund estimate…Employer ONLY costs (Employee pays own cost)
MERP Claims Fund estimate (allocated per employee per month): **$450.62** Per Employee

Part 4 MERP Management Fee assessed as a "percentage of savings" Risk-Based Fee from Renewal plan.
MERP Fee amount: **20%** (Current Plan less (Parts 1+2+3))

Implementation Fee assessed to create the government required Plan Document, produce Rx Drug ID cards and create the TIER 1 benefit plan materials. Initial Setup Fee **$750.00**

TelaDoc can be added for additional fee: $3.00 pepm
Additional Rx admin fee not included in the costs above.

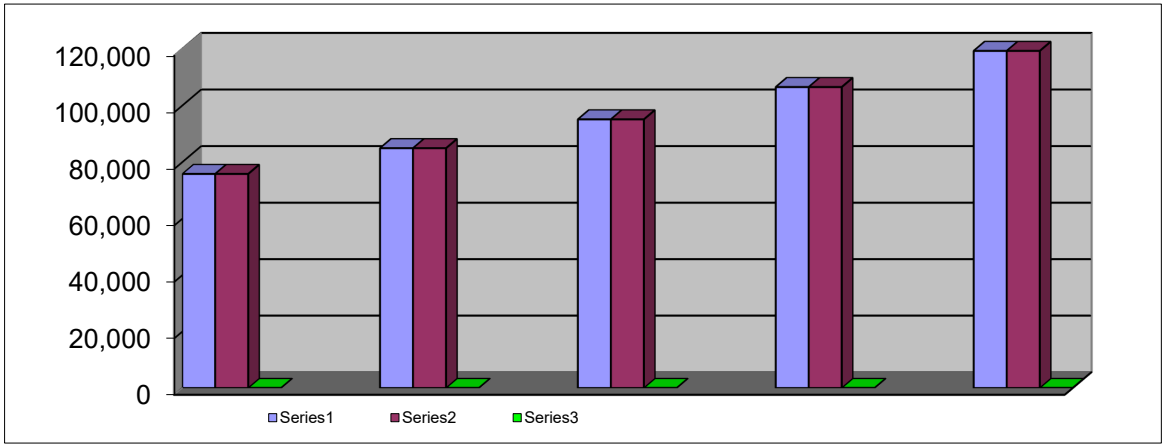
FreedomChoice - Savings Projections Over 5 Years

Employer: City of Clearwater

Current Carrier:

Proposed Carrier: Umbrella Policy

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Current 1	75,809	84,906	95,095	106,506	119,287	481,603
Proposed 2	75,809	84,906	95,095	106,506	119,287	481,603
Savings 3	0	0	0	0	0	0
Med Inflator	1.12				5-Year Savings	0.00%



Savings "Break Even" Projection

All figures are based on estimated costs.

		Annual	
Plan Savings *Estimate*		$0	Employer estimated savings "NET" of other costs
MERP Claims *Estimate*	+	$27,037	Claims reimbursed from Employer Reserve Fund
% of Savings *Estimate*	-	$5,407	Management fee assessed
Total Savings + Claims *Estimate*	=	$21,630	"If no claims" paid from Reserve, this is total amount of savings available to employer
MERP Liability Per "Umbrella" Deductible Reached by Member		$3,150	"Umbrella" Deductible: ***$7,100***
# Claimants "Break Even" Figure		6.87	This number of members each with total claims reaching the Umbrella Deductible will create a financial "break even" scenario.

FreedomChoice - Estimated Number of Claimants vs. "Break Even" Analysis

Answers the Question: "How many members will have claims over $7,100?"

Using actuarial percentages, this determines the number of projected claimants by incurred dollar amounts and compares it to the "Break Even" scenario for the employer's Medical Expense Reimbursement Plan (MERP)

	Total Members		**8**	
MERP Threshold	**Claims Between…**	**% of Group**	**Members**	
↓	$0.00	29.82%	**2.39**	
↓	$1 and $500	24.13%	1.93	Total Number of Members projected to incur claims between $1 and $7,100
↓	$501 and $1000	18.88%	1.51	
↓	$1001 and $2000	10.98%	0.88	
↓	$2001 and $2500	3.26%	0.26	
↓	$2501 and $3000	2.12%	0.17	
↓	$3001 and $4000	1.55%	0.12	
$7,100	$4001 and $7100	2.12%	0.17	**5.04**
	Over $7100	7.14%	0.57	
			↓	
			↓	
	Total # Members With Claims:		↓	
	→ Over $7,100		**0.57**	
		TOTAL	0.57	Total number of members that must incur $7,100 in claims annually for Employer to reach "Break Even" Scenario
				6.87

Notes:
MERP is the Medical Expense Reimbursement Plan of the Employer
"Members" reflects the total number of employees, spouses and each dependent covered by the health plan.

FreedomChoice - Terms and Conditions

Proposal Notes and Considerations

A. Tier 2: The Insurance Carrier (Part 1) has requirements to follow to implement the health insurance umbrella policy. Final underwriting approval must be completed and the insurer's final offer accepted before the insurance is activated. Its policy terms and provisions will apply. This carrier will provide a separate billing statement for its premium charges.

B. Tier 1: Freedom Claims Management, Inc. (FCMI) will provide separate invoices for the Tier 1 plan components which include the MERP TPA Fee (Part 2), the MERP Claims Fund (Part 3) and the MERP Management Fee (Part 4).

Part 2 The MERP TPA fee covers third party claims adminstration, enrollment support and marketing by FCMI.

Part 3 The MERP claims will be billed as incurred and will not be pre-funded by the employer unless desired. The estimate shown on the Health Cost Comparison page was for illustrative purposes as actual claims will vary from this amount monthly.

Part 4 The MERP Management Fee is calculated as a percentage of savings and billed one month in arrears. It is the product of the Current or Renewal Plan rates less the Insurance policy rates and PLUS Programs if any (Part 1), less the MERP TPA Fee (part 2) and less the actual MERP claims (Part 3). Going into subsequent years, the Current or Renewal Plan rates will be increased by the same percentage amount as the Part 1 insurance policy rates, if applicable. It is based on the work performed by FCMI for the design, implementation and management of the MERP adopted by the employer. It is a Risk-Based Fee dependent solely upon the savings results.

Note Consolidated Billing: When possible FCMI will provide consolidated billing for all Tier 1 plan components.

C. The Implementation Fee covers the cost to create the Plan Document, ID Cards and benefit enrollment materials. Future amendments to the Plan Document due to plan changes will be included at no additional cost.

D. The Prescription Drug Program will be provided through the Umbrella Carriers RX company and ServeYou.

E. FCMI will receive compensation from the TPA fees. FCMI may receive commissions from the health insurance policy and in some cases this will be shared with a producing agent or agents or FCMI. FCMI may receive marketing and administrative fees or commissions from any ancillary products for the placement and management of these programs.

F. The final Medical Plan Design will be described in greater detail in a separate document.

G. The insurance carrier used to furnish the umbrella policy may assess an additional monthly billing fee for administrative purposes. This varies by carrier.

H. FCMI offers COBRA administrative services.

FreedomChoice - *PROPOSED RESERVE FUNDING*

for City of Clearwater

5/2/2024 BCBS

Medical	FUND PROPOSED										
	ESTIMATES ONLY										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$52.00	$337.12	$585.28	**$974.40**		$210.00	$16.95	**$864.23**	4	$16,181.76	$12,600.00
E/S	$52.00	$821.52	$1,170.56	**$2,044.08**		$420.00	$32.85	**$1,675.41**	0	$0.00	$0.00
E/C	$52.00	$745.88	$1,024.24	**$1,822.12**		$420.00	$29.92	**$1,526.16**	0	$0.00	$0.00
Family	$52.00	$904.62	$1,463.20	**$2,419.82**		$420.00	$38.70	**$1,973.90**	1	$10,855.44	$6,300.00
										$27,037.20	$18,900.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$5,407.44	
20% of Savings											114.44%
Claims				***Subject to change pending final enrollment***							

Medical	FUND CURRENT/RENEWAL										
	ESTIMATES ONLY										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$52.00	$337.12	$585.28	**$974.40**		$210.00	$16.95	**$864.23**	4	$16,181.76	$12,600.00
E/S	$52.00	$821.52	$1,170.56	**$2,044.08**		$420.00	$32.85	**$1,675.41**	0	$0.00	$0.00
E/C	$52.00	$745.88	$1,024.24	**$1,822.12**		$420.00	$29.92	**$1,526.16**	0	$0.00	$0.00
Family	$52.00	$904.62	$1,463.20	**$2,419.82**		$420.00	$38.70	**$1,973.90**	1	$10,855.44	$6,300.00
										$27,037.20	$18,900.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$5,407.44	
20% of Savings											114.44%
Claims				***Subject to change pending final enrollment***							

FreedomChoice – PROPOSED MEDICAL PLAN DESIGN

for City of Clearwater

5/2/2024 BCBS

Insurance Company (Yellow)

Umbrella Policy

Insurer processes and pays eligible claims above the Liability Threshold Deductible. Some claims may be processed from"dollar one" based on policy provisions. Claims are processed through PPO Network and insurer first, and by the TPA second.

Liability Threshold:
Insurer's medical plan deductible is used as the threshold at which insurance company liability begins.

Employer Claim Reserve (Tan Portion)

Employer Claim Reserve. Established via I.R.C. § 105, it reflects the Employers potential claims cost share, a deductible expense. This is estimated in the cost summary. These claims are paid by the TPA after first processed by the PPO Network and Insurer.

Employee Costs (Blue Portion)

This portion summarizes the Deductible, Copays, & Cost Share maximum for the member's medical benefits plan. These claims are reimbursed and paid by the Third Party Administrator (TPA) after the initial claim is processed by the PPO Network and Insurer.

The amounts shown are illustrative and may vary

TIER 1 PLAN ADMINISTRATION: This program relies on careful and thorough administration, and the organization handling this task plays a vital role. *Freedom Claims Management* has significant expertise in managing this type of MERP plan based on an employer's unique needs and service requirements for its employees.

TIER 2

Medical Insurance Policy
Eligible Expenses Covered at 100%

Non-Network
Insurance Carrier Out Of Network Penalties & Terms Apply

All Eligible Employee & MERP Claims from TIER 1 Apply to this Amount

$7,100	$14,200	Embedded	↕	$13,000

TIER 1

Employer Cost Share $ Max After Med/Rx Deductibles	$2,600	*Employer Claim Reserve pays balance of claim after Employee Pays Copays 1st. The Reserve reimburses Major Medical claims at the Employer Cost Share %*	Preventive Care	0% Cost Share Amount
Employer Cost Share % After Deductible	50%			
Employee Cost Share $ Max After Deductible	$1,750	**Facility Visits - Copays** Primary Care MD Ded/Coins Specialist MD Ded/Coins **Other Services** Urgent Care Facility Ded/Coins Emergency Room Ded/Coins	**Rx Drug - Copays** 1 Generic Ded/Coins 2 Preferred Brand Ded/Coins 3 Non Pref Ded/Coins	100% Cost Share Amount
Employee Cost Share % After Deductible	50%		No Max	
Employee Deductible	$2,750		↕ 100%	$13,000
Major Medical Plan			Policy	Out Of Network

⇑ ⇑ ⇑ ⇑ ⇑ ⇑ ⇑ **Start Here** ⇑ ⇑ ⇑ ⇑ ⇑ ⇑ ⇑

This is a visual illustration of how the proposed medical benefits operate for the member, the employer and the insurance company. Start at the bottom and work your way to the top as services are received and claims incurred.

Health Cost Details
with ***FreedomChoice***

Employer:	City of Clearwater
Effective Date:	July 1, 2024

		Single	Sgl/Spouse	Sgl/Child	Family	TOTALS MO	**Carriers**
Employees		2	2	1	6	11	
Members		2	4	3	24	33	
Renewal Plan	Illustrative Rates	$962.90	$1,827.70	$1,702.24	$2,017.08		**Current Carrier**
Effective 7/1/2024	Totals	$1,925.80	$3,655.40	$1,702.24	$12,102.48	**$19,385.92**	

Proposed Plan - *FreedomChoice*

TIER 2	**Part 1**	Umbrella Policy	$578.45	$1,156.89	$1,012.28	$1,446.11	*Insured Option*	**Umbrella Policy**
		Totals	$1,156.90	$2,313.78	$1,012.28	$8,676.66	$13,159.62	
TIER 1	**Part 2**	MERP TPA Fee	$104.00	$104.00	$52.00	$312.00	$572.00	
	Part 3	MERP Claims Fund	$664.90	$1,237.62	$637.96	$3,113.82	$5,654.30	
TOTALS 1+2+3		Totals	$1,925.80	$3,655.40	$1,702.24	$12,102.48	**$19,385.92**	
		Rate Estimates	**$962.90**	**$1,827.70**	**$1,702.24**	**$2,017.08**		

Estimated Savings	
$0	MO
$0	YR

Description of *FreedomChoice*

See "Terms & Conditions"

Part 1 The fully insured Umbrella policy protects the plan and employees at the designated liability threshold.
TIER 2 Liability Deductible Threshold: BCBS **$7,100** $14,200 — **Insured Option**

Part 2 Administration of the underlying TIER 1 plan performed by the TPA, ***Freedom Claims Management***.
MERP TPA Fee: **$52.00** Per Employee *(COBRA Administration Included)*

Part 3 Medical Expense Reimbursement Plan (MERP) Claims Fund estimate…Employer ONLY costs (Employee pays own cost)
MERP Claims Fund estimate (allocated per employee per month): **$514.03** Per Employee

Part 4 MERP Management Fee assessed as a "percentage of savings" Risk-Based Fee from Renewal plan.
MERP Fee amount: **20%** (Current Plan less (Parts 1+2+3))

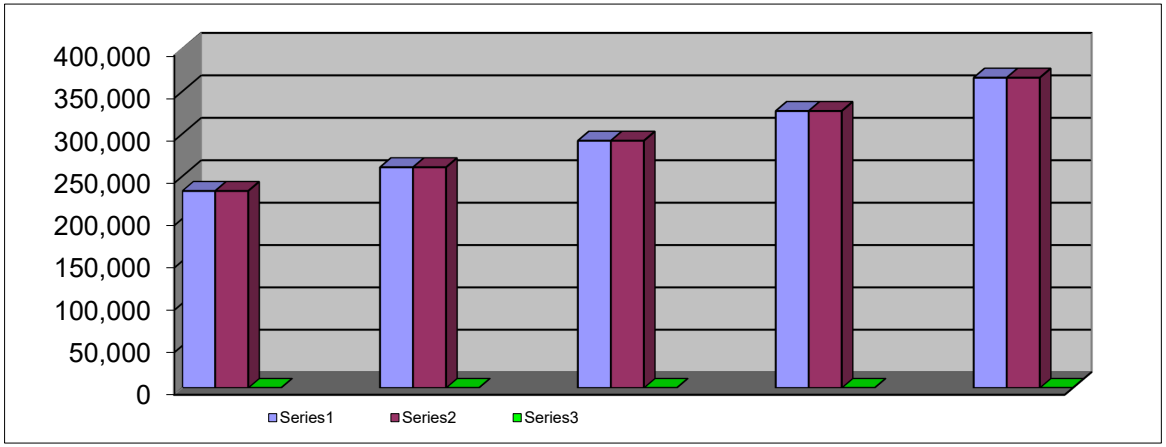
Implementation Fee assessed to create the government required Plan Document, produce Rx Drug ID cards and create the TIER 1 benefit plan materials. Initial Setup Fee **$750.00**

TelaDoc can be added for additional fee: $3.00 pepm
Additional Rx admin fee not included in the costs above.

FreedomChoice - Savings Projections Over 5 Years

Employer:	City of Clearwater
Current Carrier:	
Proposed Carrier:	Umbrella Policy

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Current 1	232,631	260,547	291,812	326,830	366,049	1,477,869
Proposed 2	232,631	260,547	291,812	326,830	366,049	1,477,869
Savings 3	0	0	0	0	0	0
Med Inflator	1.12				**5-Year Savings**	0.00%



Savings "Break Even" Projection

All figures are based on estimated costs.

		Annual	
Plan Savings *Estimate*		$0	Employer estimated savings "NET" of other costs
MERP Claims *Estimate*	+	$67,852	Claims reimbursed from Employer Reserve Fund
% of Savings *Estimate*	-	$13,570	Management fee assessed
Total Savings + Claims *Estimate*	=	$54,281	"If no claims" paid from Reserve, this is total amount of savings available to employer

MERP Liability Per "Umbrella" Deductible Reached by Member	$2,600	"Umbrella" Deductible: ***$7,100***
# Claimants "Break Even" Figure	20.88	This number of members each with total claims reaching the Umbrella Deductible will create a financial "break even" scenario.

FreedomChoice - Estimated Number of Claimants vs. "Break Even" Analysis

Answers the Question: "How many members will have claims over $7,100?"

Using actuarial percentages, this determines the number of projected claimants by incurred dollar amounts and compares it to the "Break Even" scenario for the employer's Medical Expense Reimbursement Plan (MERP)

	Total Members		**33**	
MERP Threshold	**Claims Between…**	**% of Group**	**Members**	
↓	$0.00	29.82%	**9.84**	
↓	$1 and $500	24.13%	7.96	
↓	$501 and $1000	18.88%	6.23	Total Number of Members projected to incur claims between $1 and $7,100
↓	$1001 and $2000	10.98%	3.62	
↓	$2001 and $2500	3.26%	1.08	
↓	$2501 and $3000	2.12%	0.70	
↓	$3001 and $4000	1.55%	0.51	
$7,100	$4001 and $7100	2.12%	0.70	**20.80**
	Over $7100	7.14%	2.36	
			↓	
			↓	
	Total # Members With Claims:		↓	
	→ Over $7,100		**2.36**	
		TOTAL	2.36	Total number of members that must incur $7,100 in claims annually for Employer to reach "Break Even" Scenario
				20.88

Notes:
MERP is the Medical Expense Reimbursement Plan of the Employer
"Members" reflects the total number of employees, spouses and each dependent covered by the health plan.

FreedomChoice - Terms and Conditions

Proposal Notes and Considerations

A. Tier 2: The Insurance Carrier (Part 1) has requirements to follow to implement the health insurance umbrella policy. Final underwriting approval must be completed and the insurer's final offer accepted before the insurance is activated. Its policy terms and provisions will apply. This carrier will provide a separate billing statement for its premium charges.

B. Tier 1: Freedom Claims Management, Inc. (FCMI) will provide separate invoices for the Tier 1 plan components which include the MERP TPA Fee (Part 2), the MERP Claims Fund (Part 3) and the MERP Management Fee (Part 4).

Part 2 The MERP TPA fee covers third party claims adminstration, enrollment support and marketing by FCMI.

Part 3 The MERP claims will be billed as incurred and will not be pre-funded by the employer unless desired. The estimate shown on the Health Cost Comparison page was for illustrative purposes as actual claims will vary from this amount monthly.

Part 4 The MERP Management Fee is calculated as a percentage of savings and billed one month in arrears. It is the product of the Current or Renewal Plan rates less the Insurance policy rates and PLUS Programs if any (Part 1), less the MERP TPA Fee (part 2) and less the actual MERP claims (Part 3). Going into subsequent years, the Current or Renewal Plan rates will be increased by the same percentage amount as the Part 1 insurance policy rates, if applicable. It is based on the work performed by FCMI for the design, implementation and management of the MERP adopted by the employer. It is a Risk-Based Fee dependent solely upon the savings results.

Note Consolidated Billing: When possible FCMI will provide consolidated billing for all Tier 1 plan components.

C. The Implementation Fee covers the cost to create the Plan Document, ID Cards and benefit enrollment materials. Future amendments to the Plan Document due to plan changes will be included at no additional cost.

D. The Prescription Drug Program will be provided through the Umbrella Carriers RX company and ServeYou.

E. FCMI will receive compensation from the TPA fees. FCMI may receive commissions from the health insurance policy and in some cases this will be shared with a producing agent or agents or FCMI. FCMI may receive marketing and administrative fees or commissions from any ancillary products for the placement and management of these programs.

F. The final Medical Plan Design will be described in greater detail in a separate document.

G. The insurance carrier used to furnish the umbrella policy may assess an additional monthly billing fee for administrative purposes. This varies by carrier.

H. FCMI offers COBRA administrative services.

FreedomChoice - *PROPOSED RESERVE FUNDING*

for City of Clearwater

5/2/2024 BCBS

Medical	FUND PROPOSED										
	ESTIMATES ONLY										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$52.00	$332.45	$578.45	**$962.90**		$173.33	$16.08	**$819.86**	2	$7,978.80	$5,200.00
E/S	$52.00	$618.81	$1,156.89	**$1,827.70**		$346.67	$31.11	**$1,586.67**	2	$14,851.44	$10,400.00
E/C	$52.00	$637.96	$1,012.28	**$1,702.24**		$346.67	$28.22	**$1,439.17**	1	$7,655.52	$5,200.00
Family	$52.00	$518.97	$1,446.11	**$2,017.08**		$346.67	$36.90	**$1,881.67**	6	$37,365.84	$31,200.00
										$67,851.60	$52,000.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$13,570.32	
20% of Savings											104.39%
Claims					***Subject to change pending final enrollment***						

Medical	FUND CURRENT/RENEWAL										
	ESTIMATES ONLY										
	Fixed	*Reserves	Umbrella	Total Premium		COBRA Funding	2% Admin	Total COBRA	Reserve Fund Estimate		Maximum Liability
									Count	Total	
Single	$52.00	$332.45	$578.45	**$962.90**		$173.33	$16.08	**$819.86**	2	$7,978.80	$5,200.00
E/S	$52.00	$618.81	$1,156.89	**$1,827.70**		$346.67	$31.11	**$1,586.67**	2	$14,851.44	$10,400.00
E/C	$52.00	$637.96	$1,012.28	**$1,702.24**		$346.67	$28.22	**$1,439.17**	1	$7,655.52	$5,200.00
Family	$52.00	$518.97	$1,446.11	**$2,017.08**		$346.67	$36.90	**$1,881.67**	6	$37,365.84	$31,200.00
										$67,851.60	$52,000.00
* Reserves will be used to pay for the following:									Estimated % of Savings:	$13,570.32	
20% of Savings											104.39%
Claims					***Subject to change pending final enrollment***						

Dental Quote

City of Clearwater

Plan: SmartPremium Plus 100/80/50/50-1700-1000

Policy effective date: 2025-01-01 **Group #:** KS00699

Policy length: 12 months

Minimum employer contributions: 100.0% for employee and 75.0% for dependent(s).

Quote id: 356543

Plan quote id: 3800245

Plan pricing

Employee	Employee + spouse	Employee + children	Family
$45.88 monthly	$84.61 monthly	$82.00 monthly	$95.07 monthly

Why Beam Benefits

Beam is setting a new standard for the industry: simpler, smarter employee benefits. Our plans are easy to understand, easy to implement, and even easier to use with technology when you want it and helpful support from real people when you need it.

- **Digital-first, rapid implementation**
- **A national network of more than 500,000 access points.** Find an in-network Dentist
- **Self-service online administration management tool**
- **Wellness-focused Beam Perks included for eligible groups***

Beam Perks

Our Beam Perks program incentivizes positive brushing habits with wellness rewards#, meaning brighter benefits and bigger smiles.

Beam Brush
Smart, electric toothbrush.

Beam paste
High-quality, custom formulated toothpaste.

Free shipping
Perks delivered right to you.

Plan coverage

	In-network (PPO fee)	Out-of-network (90th percentile UCR)
Preventive & Diagnostic **Diagnostic and preventive**: exams, cleanings, fluoride, space maintainers, x-rays, and sealants	**100%**	**100%**
Basic **Emergency palliative treatment**: to temporarily relieve pain **Endodontics**: root canals **Minor restorative**: fillings **Oral surgery**: extractions and dental surgery **Periodontics**: to treat gum disease **Prosthetic maintenance**: relines and repairs to bridges and dentures	**80%** *After deductible*	**80%** *After deductible*
Major **Implants**: endosteal in lieu of a 2 or 3 unit bridge **Major restorative**: crowns, inlays, and onlays **Prosthetics**: bridges **Prosthodontics**: dentures	**50%** *After deductible*	**50%** *After deductible*
Orthodontia **Child Orthodontics**: braces with age limit of 19	**50%**	**50%**

Plan maxes

Annual maximum is the most Beam will pay in a policy year, and applies to diagnostic & preventive, basic services, and major services. Lifetime maximum applies to orthodontic services.
Annual max based on Calendar Year.

Annual max (In network)	**$1,700** /yr
Annual max (Out of network)	**$1,700** /yr
Ortho lifetime max	**$1,000** /lifetime

Plan deductible

The deductible is the dollar amount paid towards the cost of care before the insurance benefit begins to cover the cost of claims. The deductible is waived for diagnostic & preventive services.

Individual	**$50** /yr
Family	**$150** /yr

Submit a claim

Beam Insurance Administrators	Electronic payer ID	NEA ID	Fax number	Phone number	Claim form accepted
PO Box 75372 Cincinnati, OH 45275	BEAM1	BEAM1	(844) 688-4821	(800) 648-1179	ADA form 2006 or later

Beam Dental PPO Standard coverages, as of August 1, 2019

Smart premium

How lowering your premium works
Using the Beam Brush earns you a Beam score. The better your group's Beam score, the bigger potential drop in your premium at your renewal.[1]

Brush better, get a lower premium—pretty simple. Don't worry, your rates will not increase based on your group Beam score alone. Just get rewarded for good brushing by your group.

[1]Rate changes are based on Beam score aggregate of your group, prior claims data analysis, and changes in dentist reimbursement contracts. The reduction stated above nor any reduction in premiums is guaranteed. Premium rates can be increased based on the factors previously stated, if determined in the underwriting process. Increase in premium will not occur based on group aggregate Beam score alone.

Additional details

See any dentist
Our PPO plans allow you to see any licensed dentist. Savings in plan cost and member out of pocket expenses may be obtained by utilizing participating network dentists.

Beam has partnered with leading regional and national PPO network partners through Dental Benefit Providers (DBP), Careington, DenteMax Plus, Connection Dental, First Dental Health, Maverest, and Beam Direct networks to provide you with the most choices possible.

Rating requirements

Minimum employer contributions: 100.0% for employee and 75.0% for dependent(s).

Minimum employee enrollment: 2 employees

Maximum number of subgroups: 10

Rates are valid for 90 days after 08/27/24

Frequencies & limitations

Coverage rules

Code	Procedure	Covered Under	Frequency	Notes
D0120, D0150, D9310	Periodic oral exam, Comprehensive oral exam, Consultation	Diagnostic	Limit of three per 12 months	Limited to 3 oral evaluation procedures, in any combination (D0120, D0150, D9310) per 12 month period
D0140	Limited oral exam	Diagnostic	Two per 12 months	Can do treatment on same day; no shared freq with D0120; shared freq with D0170
D0210	Radiographs-FMX	Diagnostic	One per 60 months	Shared freq with D0330; not reimbursed within 6 months of Bitewing Radiographs
D0220	Radiographs-periapical (first)	Diagnostic	Not covered if inclusive of a procedure with x-rays.	Bitewings and 7 or more periapicals will be reimbursed as FMX. Not covered on same day as D0210, D0330 or if considered a part of billed procedures
D0230	Radiographs-periapical (each additional)	Diagnostic	Not covered if inclusive of a procedure with x-rays.	Bitewings and 7 or more periapicals will be reimbursed as FMX. Not covered on same day as D0210, D0330 or if considered a part of billed procedures
D0270-D0274	Radiographs-bitewings	Diagnostic	Every 6 months	Can perform 6 months after D0210
D0330	Radiographs-panoramic	Diagnostic	One per 60 months	Shared freq with D0210
D1110	Prophylaxis	Preventive	Two per benefit period	Three per 12 months if pregnant 2nd/3rd trimester, four per 12 months if diabetic (N, V); not covered within 3 months of D4910
D1206, D1208	Fluoride	Preventive	One per 12 months	Covered under age 16
D1351, D1352	Sealants, Resins	Preventive	One per 36 months, per tooth	Covered under age 16, 1st & 2nd permanent molars
D2140-D2161	Fillings	Minor Restorative	One per 24 months, per tooth	Multiple restorations on one surface are payable as one surface. Multiple surfaces on a single tooth will not be paid as separate restorations.
D2330-D2394	Fillings	Minor Restorative	One per 24 months, per tooth	Multiple restorations on one surface are payable as one surface. Multiple surfaces on a single tooth will not be paid as separate restorations. Posterior composites covered.
D2740, D2750 ...	Crowns (N,X,A)	Major	One per 60 months, paid on seat date; seat date required	See * note below for details
D2950	Core Build-up (X)	Major	One per 60 months	See * note below for details
D4341-D4342	Periodontal scaling and root planing (N, P, X)	Periodontics	One per 24 months, per quadrant	Can perform all 4 quads in one day
D4910	Periodontal maintenance (H)	Periodontics	Two per year unless pregnant (3) or diabetes (4)	After peridontal treatment; can be alternated with D1110 for one per three months
D6010	Endosteal Implants (N,M,X2)	Major	One per lifetime	In lieu of a single tooth replacement when a 2 or 3 unit bridge has been approved for coverage when adjacent teeth are not in need of crowns on their own merit; if there are no additional teeth missing throughout the arch. Alternate benefit of a partial denture will be considered if criteria is not met.

Not covered: D0350, D0364, D0470, D1330, D2962, D3110, D3120, D8093, D9230, D9248
*Exclusions include, but are not limited to: correction of attrition, abrasion, erosion, or abfraction; for teeth that are not broken down by extensive decay or accidental injury; to restore teeth with microfractures fracture lines, undermined cusps, or existing large restorations without overt pathology.

Frequently asked questions

Continuation of service?	Covered starting on patient's effective date	N = Narrative of medical necessity
Continuation of benefits?	Earlier effective date is primary	P = Perio charting
Frequency of ortho payments?	Monthly – submit claims for on-going treatment	X = Labeled & dated, pre-op x-rays
Are prior extractions covered?	Yes – no missing tooth clause	X2 = Labeled & dated, pre-op and post op x-rays
Timely Filing limit?	12 months from date of service unless otherwise specified by state law. Please refer to your Certificate	H = Periodontal history
Is pre-authorization mandatory?	No – but estimates recommended for $300+ services	A = date of prior insertion of existing crown
		M = panoramic x-ray or FMX (if available), all missing teeth
		V = Verification from physician (if pregnant requires due date)

Disclaimer

This quote is not a complete description of the insurance coverage. Controlling provisions are provided in the policy, and this quote does not modify those provisions or the insurance in any way. This is not a binding contract. A certificate of coverage will be made available to you that describes the benefits in greater details. Should there be a difference between this quote and the contract, the contract will govern.

Unless otherwise requested, the producer that you designate as your broker of record will receive commission as a percentage of paid premium for the insurance policies included in this quote. The producer may also qualify for bonuses based on new policies sold and/or retention of existing policies within a specific calendar year. This compensation may vary on a number of factors, including the volume and/or profitability of the insurance contracts that the producer places with Beam Insurance Services LLC. Any bonuses paid are not directly charged to the insurance policies included in this quote and do not have a direct impact on your premium rate. You may obtain information about the compensation expected to be received by the producer by requesting such information from your broker of record.

Dental insurance product underwritten by National Guardian Life Insurance Company (NGL), Madison, WI, marketed by Beam Insurance Services LLC (Beam Benefits Insurance Services LLC, in CA). Dental policy form number NDNGRP 2020. Dental product underwritten by Nationwide Life Insurance Company, Columbus, OH in NY, DE, ID, LA, UT, OH, TX and NM. Dental coverage applicable to policy form GDTL AO L20, or state equivalent. Dental product administered by Beam Insurance Administrators LLC (Beam Dental Insurance Administrators LLC, in Texas). Not all Products Available in All States.

Two life groups made up of only a husband-wife, domestic partners or same-sex couple are not eligible for coverage.

National Guardian Life Insurance Company, Madison, WI, is not affiliated with The Guardian Life Insurance Company of America, a.k.a. The Guardian, or Guardian Life.

Nationwide and Beam Insurance Services LLC are separate and non-affiliated companies.

National Guardian Life Insurance Company, Two East Gilman, Madison, Wisconsin 53703

Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, OH 43215

Beam Perks™ is provided by Beam Perks LLC. Eligible members age 4 and up at the time of enrollment are eligible to receive Beam Perks™ and must select their Beam Brush color within 45 days of enrollment to participate. If you do not have a mobile device you can obtain Beam Perks™ by contacting Customer Operations at 1.800.648.1179. Beam Perks™ can be obtained separately without the purchase of an insurance product by visiting perks.beam.dental. Beam Perks™ may be changed at any time without notice and is subject to availability. See https://www.beambenefits.com/legal/beam-perks-terms-and-conditions for Terms and Conditions.

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

GROUP DENTAL & VISION INSURANCE APPLICATION

Beam Insurance Administrators LLC
PO Box 75372
Cincinnati, OH 45275
1-800-648-1179

Group No. KS00699 SIC No. 9121

Legal Name of Group City of Clearwater Phone (_____)_____

Physical Address _____ Fax (_____)_____

City\State\Zip , KS 67026 **E-Mail Address**_____

Billing Address (If different)_____ Phone (_____)_____

City\State\Zip '_____ Fax (_____)_____

Contact for Administration & Eligibility _____ **Contact for Billing** _____

Employees: 15 # Eligible 15 # of Employees with Dependents _____ Group Effective Date: 1 / 1 / 2025

Premium:
Initial Premium Rates:

Employee Only 45.88
Employee +Spouse or Domestic Partner 84.61
Employee +Children 82.0
Family 95.07

Initial Rate Guarantee Period: 2025-01-01 through 2025-12-31
Policyholder Contribution: (for voluntary coverage please enter $0)

$_____ per month 100 % of premium Payroll Frequency:_____

A check for the first month's premium and other applicable fees must be attached to begin processing.
Eligibility data will be submitted using:

☑ National Guardian Life enrollment forms
☐ E-mail or electronic media (Employer must keep signed enrollment forms on file for future reference.)

We elect to offer the following insurance coverages to our Employees:

Dental Plan Selection:
Benefits are on a ☐ Policy ☑ Calendar year basis.

☑ Dental Plan:
Deductible: 50
Annual Maximum: $ 1700
Orthodontia: ☑ Yes ☐ No; Maximum $ 1000

Vision Plan Selection:
Benefits are on a: ☐ Policy ☐ Calendar ☐ Rolling Benefit year basis

☐ Vision Plan:
Frequency*:
Additional Plan features: Co-Pays; Benefit Allowances

*Frequency (Months) - Exam/Lenses/Frames/Contacts/*Other*:

Eligibility:
Employees working 30 hours per week are eligible for coverage.
An eligible employee must have been actively at work on a full-time basis for 0 months in order to be eligible for coverage. An eligible dependent child must be less than 26 yrs old; or less than 26 yrs. old if a full-time student; unless primarily dependent upon You for support and maintenance, and incapable of self-sustaining employment by reason of developmental disability or physical handicap, subject to the terms of the Policy.

Participation: Depending on group size and coverage elected, specific participation requirements may apply. Participation must be met before the insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage.

I understand and agree that audits will be made by National Guardian Life Insurance Company now and in the future to verify the number and names of full-time employees of this group. I will furnish with application, and upon any future request, a current census and State Quarterly Unemployment Tax Report, and any other information requested.

See reverse side.

Please send Membership Materials and Enrollment Materials to (CHECK ONE):

☐ Group Attn: _____Phone: (_____)_____

☑ Broker or Agent/Producer

Under ERISA (Employee Retirement Income Security Act of 1974), it is required that there be a named fiduciary for each employee benefit plan. It is understood that the undersigned Employer is the named fiduciary for each employee benefit plan. I understand and agree if, on the effective date, an employee is not in permanent full-time active work or unable to perform usual and customary duties, coverage will not be effective until the employee returns to an active eligible status. I hereby certify that the information provided herein is true and complete to the best of my knowledge and that I have read and understand this form.

The information contained herein describes the essential provisions of the elected coverage(s) discussed between the above client and an authorized National Guardian Life Insurance Co. representative. By signing this form, both parties agree that these are the essential provisions the client is purchasing. The details of this form may be changed by either party with mutual agreement.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF INSURANCE FRAUD AS DETERMINED BY A COURT OF LAW AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Signed: _____ _____

Name Title Date

National Guardian Life Representative _____ _____

Date

NVI/NDN GRP APP 2019-KS

Agent/Producer (if applicable)	Tax I.D. Number ON FILE
Firm Name (if applicable) Health Insurance Cooperative Agency, Inc.	National Guardian Life Insurance Company Appointment
Address 7070 West 107th Street	Overland Park, KS 66212
Phone: Fax:	E-mail:
FOR ADMINISTRATIVE USE ONLY	
Group Set Up Information Account Manager:_____	Account Management Approval Signature_____ Date ____/____/_____
Notes:	% Commission

NVI/NDN GRP APP 2019-KS

Vision Quote

City of Clearwater

Plan: VSP® Choice Plan #2

Policy effective date: 2025-01-01
Group #: KS00699
Policy length: 12 months
Minimum employer contributions: 100.0% for employee and 75.0% for dependent(s).
Contract length: 24 months
Quote id: 356543
Plan quote id: 2031189

Plan pricing

Employee	Employee + spouse	Employee + children	Family
$7.05 monthly	$14.23 monthly	$15.16 monthly	$24.52 monthly

Frequency

Exam every	12 months
Lenses every	12 months
Frames every	12 months
Contacts (instead of glasses)	12 months

Co-payments

Exam	$10
Materials	$10
Contact lens fitting & evaluation	15% discount (not to exceed $60)

In-network allowances

Retail frame value[1,2]	$150 / 20% savings on amount over allowance
Elective contact lens materials	$150
Covered lens enhancements	Polycarbonate for Children

Value added programs

Diabetic Eyecare Plus Program[SM]	Included
Low vision	Included
Hearing aid discounts	Included
Health-focused care	Included
Diabetic exam reminder letters	Included

Out-of-network allowances

Examination, up to	$45
Single vision lenses, up to	$30
Bifocal/progressive lenses, up to	$50
Trifocal lenses, up to	$65
Lenticular lenses, up to	$100
Frames, up to	$70
Elective contact lens materials and fitting/evaluation, up to	$105
Necessary contact lenses, up to	$210

Extra discounts & savings[2]

Lens enhancements	Average savings of 30% on other lens enhancements
Additional pair of glasses or sunglasses	20% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from a VSP provider within 12 months of your last WellVision Exam®.
Laser vision correction (lvc)	15% discount avg.

1. Coverage with a retail chain may be different or does not apply.
2. Added value services are additional benefits offered by VSP and not included in the insurance benefit plan.

This quote is not a complete description of the insurance coverage. Controlling provisions are provided in the policy, and this quote does not modify those provisions or the insurance in any way. This is not a binding contract. A certificate of coverage will be made available to you that describes the benefits in greater details. Should there be a difference between this quote and the contract, the contract will govern.

Unless otherwise requested, the producer that you designate as your broker of record will receive commission as a percentage of paid premium for the insurance policies included in this quote. The producer may also qualify for bonuses based on new policies sold and/or retention of existing policies within a specific calendar year. This compensation may vary on a number of factors, including the volume and/or profitability of the insurance contracts that the producer places with Beam Insurance Services LLC. Any bonuses paid are not directly charged to the insurance policies included in this quote and do not have a direct impact on your premium rate. You may obtain information about the compensation expected to be received by the producer by requesting such information from your broker of record.

Vision insurance product underwritten by National Guardian Life Insurance Company (NGL), Madison, WI, marketed by Beam Insurance Services LLC (Beam Benefits Insurance Services LLC, in CA). Policy form number NVIGRP 2020. Vision product underwritten by Nationwide Life Insurance Company, Columbus, OH in DE, ID, NY, LA, UT, OH, TX and NM. Vision coverage applicable to policy form GVIS AO L20, or state equivalent. Vision insurance products underwritten by Vision Service Plan (VSP) in WA. Not all products available in all states. Vision product administered by Vision Service Plan Insurance Company. VSP is a registered trademark of Vision Service Plan.

Two life groups made up of only a husband-wife, domestic partners or same-sex couple are not eligible for coverage.

National Guardian Life Insurance Company, Madison, WI, is not affiliated with The Guardian Life Insurance Company of America, a.k.a. The Guardian, or Guardian Life. VSP is a registered trademark of Vision Service Plan.

Nationwide and Beam Insurance Services LLC are separate and non-affiliated companies.

National Guardian Life Insurance Company, Two East Gilman, Madison, Wisconsin 53703

Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, OH 43215

Vision Service Plan Insurance Company, 3333 Quality Drive Rancho Cordova, CA 95670

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

GROUP DENTAL & VISION INSURANCE APPLICATION

Beam Insurance Administrators LLC
PO Box 75372
Cincinnati, OH 45275
1-800-648-1179

Group No. KS00699 SIC No. 9121

Legal Name of Group City of Clearwater Phone (_____)_____

Physical Address _____ Fax (_____)_____

City\State\Zip , KS 67026 **E-Mail Address**_____

Billing Address (If different)_____ Phone (_____)_____

City\State\Zip '_____ Fax (_____)_____

Contact for Administration & Eligibility _____ **Contact for Billing** _____

Employees: 15 # Eligible 15 # of Employees with Dependents _____ Group Effective Date: 1 / 1 / 2025

Premium:
Initial Premium Rates:

Employee Only 45.88
Employee +Spouse or Domestic Partner 84.61
Employee +Children 82.0
Family 95.07

Initial Rate Guarantee Period: 2025-01-01 through 2025-12-31
Policyholder Contribution: (for voluntary coverage please enter $0)

$_____ per month 100 % of premium Payroll Frequency:_____

A check for the first month's premium and other applicable fees must be attached to begin processing.
Eligibility data will be submitted using:

- ☑ National Guardian Life enrollment forms
- ☐ E-mail or electronic media (Employer must keep signed enrollment forms on file for future reference.)

We elect to offer the following insurance coverages to our Employees:

Dental Plan Selection:
Benefits are on a ☐ Policy ☑ Calendar year basis.

☑ Dental Plan:
Deductible: 50
Annual Maximum: $ 1700
Orthodontia: ☑ Yes ☐ No; Maximum $ 1000

Vision Plan Selection:
Benefits are on a: ☐ Policy ☐ Calendar ☐ Rolling Benefit year basis

☐ Vision Plan:
Frequency*:
Additional Plan features: Co-Pays; Benefit Allowances

*Frequency (Months) - Exam/Lenses/Frames/Contacts/*Other*:

Eligibility:
Employees working 30 hours per week are eligible for coverage.
An eligible employee must have been actively at work on a full-time basis for 0 months in order to be eligible for coverage. An eligible dependent child must be less than 26 yrs old; or less than 26 yrs. old if a full-time student; unless primarily dependent upon You for support and maintenance, and incapable of self-sustaining employment by reason of developmental disability or physical handicap, subject to the terms of the Policy.

Participation: Depending on group size and coverage elected, specific participation requirements may apply. Participation must be met before the insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage.

I understand and agree that audits will be made by National Guardian Life Insurance Company now and in the future to verify the number and names of full-time employees of this group. I will furnish with application, and upon any future request, a current census and State Quarterly Unemployment Tax Report, and any other information requested.

See reverse side.

Please send Membership Materials and Enrollment Materials to (CHECK ONE):

☐ Group Attn: _____Phone: (_____)_____

☑ Broker or Agent/Producer

Under ERISA (Employee Retirement Income Security Act of 1974), it is required that there be a named fiduciary for each employee benefit plan. It is understood that the undersigned Employer is the named fiduciary for each employee benefit plan. I understand and agree if, on the effective date, an employee is not in permanent full-time active work or unable to perform usual and customary duties, coverage will not be effective until the employee returns to an active eligible status. I hereby certify that the information provided herein is true and complete to the best of my knowledge and that I have read and understand this form.

The information contained herein describes the essential provisions of the elected coverage(s) discussed between the above client and an authorized National Guardian Life Insurance Co. representative. By signing this form, both parties agree that these are the essential provisions the client is purchasing. The details of this form may be changed by either party with mutual agreement.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF INSURANCE FRAUD AS DETERMINED BY A COURT OF LAW AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Signed: _____ _____

Name Title Date

National Guardian Life Representative _____ _____

Date

NVI/NDN GRP APP 2019-KS

Agent/Producer (if applicable)	Tax I.D. Number ON FILE
Firm Name (if applicable) Health Insurance Cooperative Agency, Inc.	National Guardian Life Insurance Company Appointment
Address 7070 West 107th Street	Overland Park, KS 66212
Phone: Fax:	E-mail:
FOR ADMINISTRATIVE USE ONLY	
Group Set Up Information Account Manager:_____	Account Management Approval Signature_____ Date ____/____/_____
Notes:	% Commission

NVI/NDN GRP APP 2019-KS

City of Clearwater
City Council
September 10, 2024

PUD amendment Indian Ridge at Clearwater

Context: Bryan Lagaly Properties, LLC requested to change the Zoning classification from R-2 to R-3 to install three-family housing units in a section of Indian Ridge at Clearwater. The Board of Zoning Appeals denied the change because they didn't want to allow the option of apartment complexes in the addition this time or in the future. Since R-2 allows for triplex the Board asked that the developer apply for a PUD change to remove the restrictions of single family and duplexes on these lots.

Lots 3-14 Block 2

The areas surrounding these lots will be single and two-family units. North and East of the area are two and multi-family units (Indian Lakes and Senior Residence).

R-2 Dwelling District

Byran Lagaly would like the Board to consider allowing tri-plex's in the stated lot without changing the R-2 zoning district but just amending the PUD allowable builds on these lots. This would give a market variation and allow the rental rate to be lower.

Lots 3-14 Block 2 were chosen because they would be surrounded by the rest of the development and not butt up against other established residences.

The Planning Commission reviewed the request and found the request in line with the Comprehensive Plan and made a motion to approve the amendment to the PUD. If approved the PUD will be filed with the Sedgwick County Register of Deeds.

Financial: Not applicable.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the amended PUD.

INDIAN RIDGE ADDITION
PLANNED UNIT DEVELOPMENT (PUD)
AMENDMENT 1

Lots 3 – 14 inclusive, Block 2, Indian Ridge at Clearwater, Sedgwick County, Kansas.

Know all men by these presents that we, the undersigned, has caused the Planned Unit Development described above to be amended. The Allowed Uses described in General Provision number 3 shall also permit Three-Family residential (Tri-Plexes).

Owners Acknowledgment

Date: _____.

Bryan Lagaly Properties, LLC
A Kansas limited liability company

_____Sole Member
Bryan Lagaly

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____ , 2024, by Bryan Lagaly, Sole Member, on behalf of Bryan Lagaly Properties, LLC, a Kansas limited liability company.

_____Notary Public

My Appointment Expires: _____

PLANNING COMMISSION CERTIFICATE

State of Kansas)
County of Sedgwick)
City of Clearwater)

This Amendment of the Indian Ridge at Clearwater Planned Unit Development, Clearwater, Sedgwick County, Kansas, has been submitted to and approved by the Clearwater Planning Commission, Clearwater, Kansas.

Dated this _____ day of _____, 2024.

Clearwater Planning Commission

_____ Chairperson
Lyle Berntsen

_____ Secretary
Carol Reitberger, Deputy City Clerk

CITY COUNCIL CERTIFICATE

State of Kansas)
County of Sedgwick)
City of Clearwater)

This Amendment of the Indian Ridge at Clearwater Planned Unit Development, Clearwater, Sedgwick County, Kansas, has been submitted to and approved by the Clearwater City Council, Clearwater, Kansas.

Dated this _____ day of _____, 2024.

Clearwater City Council

_____ Mayor
Burt Ussery

_____ City Clerk
Jaye Poe

City of Clearwater
City Council Meeting
September 9, 2024

Sidewalk & Drainage Repair

Context: In July the Council was presented with various concrete projects around town. Quote from Triple B were presented, and the Council asked for a secondary quote for the projects. In addition to the presented projects, the Council asked for a quote for an ADA sidewalk to the fishing dock.

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

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

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

The council also asked to get quotes to connect the crosswalk from the sports complex with an ADA sidewalk to the existing fishing dock.

Financial:

	Triple B	Pearson
Tracy & Ross Drainage	$ 7,837.00	$14,000.00
Sports Complex/Wheelchair ramp	$ 9,642.00	$ 9,940.00
Chisholm Ridge Sidewalk	$19,040.00	$19,850.00

For the sidewalk replacement in the Sports Complex from Decker Electric damage the city will be submitting a request for reimbursement from Decker Electric for the damage caused by them. J. Poe has submitted pricing to them already.

There is a sidewalk fund in Special Projects with a balance of $202,621 to cover the materials and labor for the sidewalks and wheelchair ramp.

For the drainage area next to Tru2U we would like to replace a 16' section of concrete with a grate instead of going back with a concrete only. We believe putting a grate in place of concrete will help the flow of water in the area. Currently it flows below the drive of Tru2U. If leaves or sticks wash under the drive, there isn't an efficient way to notice or to clean it out. By installing a grate this will help the flow and be easier to maintain. Public Works has funds in equipment reserve for repairs. The balance of that account is $44,112.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions:

1. Approve the repairs on the sports complex sidewalks.
2. Approve the repairs on the handicap ramp on the southwest corner of 4th and Ross.
3. Approve the installation of an ADA sidewalk to the Chisholm Ridge fishing dock.
4. Approve the drainage repair on the northwest corner of Tracy and Ross.