



City of Clearwater Council Meeting Agenda
Tuesday January 14, 2025, 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. [Mayoral Appointment](#)
 - d. [Appropriation Resolution 01-2025](#)
 - e. [Judge Agreement 2025](#)
 - f. [Prosecutor Agreement 2025](#)
 - g. [Designate Official Auditor](#)
 - h. [Designate Official Depository](#)
 - i. [Designate Official Newspaper](#)
- 6. Staff Reports**
- 7. Promotions**
- 8. Business**
 - a. **Action:** Elect Council President
 - b. **Action:** Release of Waiver
 - c. **Action:** Field Usage Agreement Kansas Curve
 - d. **Action:** CD for 2024 1% Sales Tax Collected
 - e. **Action:** South Central Sealing Proposal Section 4
- 9. Governing Body Comments**
- 10. Executive Session**
- 11. Adjournment**

Next Assignment Numbers

Charter Ordinance: 23

Ordinance: 1115

Resolution: 1-2025

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**
December 10, 2024
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

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

The following staff members were present:

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

3. Approval of Agenda

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

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Utility Write Off

2025 Pay Range Resolution 17-2024

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council asked what the total amount collected for the sales tax for the year is, Zollinger stated it is \$255,669.76. It was estimated that Clearwater would receive around \$220,000. Council asked if the water main break resulted in a boil water advisory, Zollinger stated it did not, but the new paved road was cut to repair the line and Pearson will be repairing it. Council discussed the Diagonal and Tracy bridge project affecting businesses that have big trucks. Zollinger stated that contact has not been made, the project is not estimated to begin until October or November after the harvest season. Council discussed the Sedgwick County Sales tax discussion. Zollinger stated that they are looking at increasing the sales tax quarter to three quarters of a percent for cultural arts and asked if other Sedgwick County cities would have a shared sales tax similar to the one percent that is already shared. Sedgwick County was asking if the cities would dedicate reducing their MIL if this was implemented, through the discussion, it was determined that Sedgwick county should seek that out since it will be too difficult for the smaller cities to agree to that. The Lead and Copper Service Line survey was discussed. The deadline was October for the spreadsheet to be turned in, with the calculations determined for the unknown lines a notification was

required to go to the unknown materials. The City has gotten more surveys this week since they were included in the notifications. There were over 400 letters that went out. We were able to utilize the as-builts for the new additions to fill in the spreadsheet. Mayor Ussery wanted to touch on key points from the meeting. One being the cities being able to tie into the purchase power that Sedgwick County has and the other offering a first right of refusal to the cities before it goes to auction.

- Fire Department – Courtney Zollinger – None.
- Police Department – Kirk Ives – None.
- Public Works/Parks – Cole Hollis – Council thanked them for filling in the two potholes and expressed that the Christmas lights looked good downtown.
- Senior Center – Amber Ives – None.

7. Business

a. 2025 Salary Resolution 18-2024

Mayor Ussery wanted these items on the business section rather than the consent agenda for minutes and public viewing purposes. Through the 2025 budget planning and adoption the proposed salaries were approved an increase of 4% as well as a market adjustment for the public works and police departments. Per City Code 2-71 the City Council is required to approve the annual pay plan for City employees. All pay adjustments are accounted for in the 2025 budget. Personnel Services represent 39% of all City budget.

Motion: *Walter* moved; *Warkins* seconded to approve Resolution 18-2024, Salary Resolution. Voted and passed unanimously.

b. 2024 Boundary Resolution 19-2024

Yearly, the city is required to adopt a resolution that establishes the corporate boundaries of the city. Ordinances bringing certain properties into Clearwater's city limits have been adopted this year for: 8040 Butterfly Street, 8023 Butterfly Ct, Diagonal Road, 135th Street – South of 95th to city limits and Tracy Ave – South of 95th to city limits. The Resolution is sent to the County, State and other entities that require the information. This is usually on the consent agenda but with Diagonal, Tracy and 135th being annexed in, it was moved to the business section. The police will be able to monitor these roads now. Mayor Ussery mentioned that the new cemetery on Tracy will also be needing annexed into the City limits and will submit that request. Council asked if any part of 95th part of this, Zollinger stated no. Council discussed City limit Signs, Zollinger stated there are none by the island annexations, but the current signs will be shifted north to 95th. Council then discussed the speed limits, Mayor Ussery stated that he would suggest keeping it the same.

Motion: *Shore* moved; *Warkins* seconded to approve Resolution 19-2024, adopting the Corporate Boundaries of the City. Voted and passed unanimously.

c. 2025 Fee Schedule Resolution 20-2024

The city by resolution, ordinance or other means has established fees for a variety of municipal services. The resolution is for the 2025 year. Changes are as follows: Increase the residential water rates to a base rate by 2% according to city code. New water connections increased to cover costs and added 1.5" and 2" meter size options to the list. For sewer an increase in the base rate by 2% according to city code. Open records added a per thumb drive cost. Decreasing recycling from \$6.00 to \$5.50. Added a notation allowing five bags for 95-gallon cart and no additional bags for the 65-gallon cart. For Planning and Zoning, added a notation of sign placement on public property but at a \$0.00 fee since policy only allows non-profit organizations and community events on public property. And lastly, jail costs increased because Sedgwick County increased their prices.

Motion: *Warkins* moved; *Walter* seconded to adopt Fee Resolution 20-2024. Voted and passed unanimously.

d. Agreement for Senior Centers/ Sedgwick County

This is the annual agreement to receive funds from Sedgwick County with the first year of increasing from \$18,000 to \$35,000 due to the programming Amber Ives has offered at the Center and how well it is attended. The city must report monthly the spending for the Center and Sedgwick County will reimburse the amounts that have been approved through the application process. Salaries/ Benefits \$20,415, Training \$250, Office Supplies \$1,017, Telephone \$225, Utilities \$1,800, Building Maintenance \$2,672, Insurance \$981 and Programs/Events \$7,640 totaling \$35,000. The total budget for the Senior Center is \$92,136. The funding from Sedgwick County will cover 38% of the expenses. The other costs will be paid with ad valorem taxes. Council asked if this additional funding was worked into the budget, Zollinger stated no, the extra funds will shift from general fund for Senior Center and now using Department on Aging funds. Mayor Ussery wanted to make sure to thank Amber for the phenomenal job she has done this year and previous years, to get the additional funding is a big accomplishment.

Motion: Palmer-Witt moved; **Shore** seconded to authorize the mayor to sign the Agreement for Senior Centers. Voted and passed unanimously.

e. Library Request for New Shed

The library currently has a lap sided shed. Jessica Warren is asking for approval through the Library Board. They are seeing an increase in supplies/donations; the new shed will help manage the resources more efficiently and ensure the library space remains organized and accessible to patrons. There is no cost to the City, the Library will be paying for this. The City owns the property, therefore Zollinger checked City code and there is no variance needed. Council asked if it would take up more than the two parking spots that the current one is taking up, Zollinger said that it would but another handicap spot will be added on the fence line so it would even out. Council discussed the new shed being mobile and suggested adding anchors to secure it if that is not already in the plan.

Motion: Walter moved; **Palmer-Witt** seconded to authorize the Library to change the sheds with the stipulation that it is secured. Voted and passed unanimously.

8. Governing Body

Walter – None.

Shore – Thought that the Christmas event went great.

Warkins – The new Fall Festival dates are October 3rd, 4th and 5th. The first meeting of the year will be on the 3rd Monday in January. Volunteers are always needed.

Palmer-Witt – None.

Robben – Would like to revisit the CRV and being understaffed when the new Commissioner comes in. Mayor Ussery stated that he has reached out to him once and will do it again so they can set a date for him to come present to the Governing Body. Shore asked if Jared could get the final numbers, Robben thinks it was 90 unstaffed for 2023. The numbers are getting better, but it is still a concern from the City perspective.

Ussery – Since it is the last meeting of the year, Mayor Ussery wanted to thank the Governing Body and staff for all the work done. He mentioned the events put on in the City and how great a community Clearwater is.

9. Executive Session

None.

10. Adjournment

Motion: Shore moved; **Warkins** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 6:58 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 December 10th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 14th day of January 2025.

Jaye Poe, City Clerk

Check Register Report

Date: 12/17/2024

Time: 1:29 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
51275	12/18/24	Printed			ALL S	ALL SEASONS SPORTSWEAR, INC	UNIFORMS	20.00
51276	12/18/24	Printed			AMAZ	AMAZON BUSINESS	CREDIT SHARK VACUUM	509.02
51277	12/18/24	Printed			BBL1	B & B LUMBER	GFCI OUTLET	217.26
51278	12/18/24	Printed			BET 1	BETTS PEST CONTROL	FIRE DEPT PEST CONTROL	214.00
51279	12/18/24	Printed			BOWER	BOWERCOMM INC	EMAIL CAMPAIGN 11-20 - 12-19	52.50
51282	12/18/24	Printed			CITY	CITYCODE FINANCIAL LLC	CODE SUPPLEMENT	2,750.00
51283	12/18/24	Printed			CONRAD	CONRAD FIRE EQUIPMENT, INC	RAILS & STEPS ENGINE 71	41,332.96
51284	12/18/24	Printed			LC1	LISA CORR	EMT RE-CERTIFICATION CORR	30.00
51285	12/18/24	Printed			JARED D	JARED DINWIDDIE	EMT RE-CERTIFICATION DINWIDDIE	30.00
51286	12/18/24	Printed			FLOCK	FLOCK SAFETY	FLOCK	10,000.00
51287	12/18/24	Printed			G	G WORKS	COURT SOFTWARE 2025	2,518.00
51288	12/18/24	Printed			INTER	INTERLINGUAL INTERPRETING SERV	COURT INTERPRETING SERVICES	300.92
51289	12/18/24	Printed			AOM1	KATHLEEN KINKAID-BRINKERHOFF	2025 SPV STICKERS	656.25
51290	12/18/24	Printed			MCDONALD	MCDONALD TINKER PA	NOVEMBER ATTORNEY FEE	2,566.70
51291	12/18/24	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	SEWER SAMPLES	455.35
51292	12/18/24	Printed			MTRL	MOTOROLA SOLUTIONS, INC	RADIOS	6,337.61
51293	12/18/24	Printed			MC05	MULVANE COOP	PROPANE	497.25
51294	12/18/24	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	OFFICE CHAIRS	1,130.00
51295	12/18/24	Printed			OR	O'REILLY AUTO PARTS	OIL FILTER	61.42
51296	12/18/24	Printed			ONE	ONESOURCE TECHNOLOGY, INC	MICOSOFT 365 BUSINESS	4,170.00
51297	12/18/24	Printed			RA01	PITNEY BOWES	POSTAGE FOR POSTAL METER	300.00
51298	12/18/24	Printed			JAYE	JAYE POE	MILEAGE TO KMU ACADEMY	62.44
51299	12/18/24	Printed			RCI1	RENN & COMPANY, INC.	ZOLLINGER BOND	100.00
51300	12/18/24	Printed			RJ01	ROASTER JOE'S	POLICE DEPT DRINKING WATER	54.81
51301	12/18/24	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	TOILET SPUDS	96.64
51302	12/18/24	Printed			SCDF	SEDGWICK COUNTY	PRISONER HOUSING	9.64
51303	12/18/24	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7 ELECTRIC	1,869.75
51304	12/18/24	Printed			TSC1	TRACTOR SUPPLY COMPANY	OIL	95.98
51305	12/18/24	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	BATTERY	224.95
51306	12/18/24	Printed			TRUG	TRUGREEN	LAWN MANAGEMENT	1,391.00
51307	12/18/24	Printed			UNI	UNIFIRST CORPORATION	MATS	43.29
51308	12/18/24	Printed			WCI1	WASTE CONNECTIONS, INC.	STATEMENT	17,377.84
51309	12/18/24	Printed			WL01	WHITNEY LANDSCAPING	ROTOR SPINKLER/TURF MGMT	350.00

Total Checks: 33

Checks Total (excluding void checks):

95,825.58

Total Payments: 33

Bank Total (excluding void checks):

95,825.58

Check Register Report

Date: 12/17/2024

Time: 1:29 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
3316	12/18/24	Printed			VISA	CARDMEMBER SERVICES	STATEMENT	1,280.43
3317	12/18/24	Printed			CLA1	COLONIAL LIFE	DECEMBER COLONIAL PREMIUM	56.96
3318	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W. ROSS	329.98
3319	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	107 S. GRAIN	56.12
3320	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E.ROSS	360.09
3321	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	400 W. ROSS	140.37
3322	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	604 E. ROSS	138.39
3323	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	650 E. ROSS LIGHTS	190.25
3324	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS FIELD	187.96
3325	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	11159 S. 135TH W	286.04
3326	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	116.39
3327	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	901 CLEARCREEK	164.84
3328	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	26.55
3329	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS	26.55
3330	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1100 E. ROSS	26.55
3331	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	602 E. ROSS	55.32
3332	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	43.20
3333	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,421.51
3334	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	46.68
3335	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9731 S. 135TH ST W SIGN	25.29
3336	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1200 E. ROSS	26.55
3337	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9801 S. 135TH W PUMP	107.80
3338	12/18/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	362.05
3339	12/18/24	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	NOVEMBER SALES TAX	412.90
3340	12/18/24	Printed			KGS1	KANSAS GAS SERVICE	149 N. FOURTH	63.90
3341	12/18/24	Printed			KPERS	KPERS	KPERS OVERAGE NOT IN PA	0.01
3342	12/18/24	Printed			LIBERTY	LIBERTY NATIONAL	JANUARY LIBERTY PREMIUM	455.14
3343	12/18/24	Printed			MACPER	MACPER VENTURES	FINAL SOCIAL MEDIA 1/2 DEC	325.00
3344	12/18/24	Printed			SAM1	SAM'S CLUB	STATEMENT	1,027.81
3345	12/18/24	Printed			VER	VERIZON WIRELESS	FIRE DEPT BROADBAND	40.01
3346	12/18/24	Printed			VER	VERIZON WIRELESS	STATEMENT	478.32
Total Checks: 31					Checks Total (excluding void checks):			9,278.96
Total Payments: 31					Bank Total (excluding void checks):			9,278.96
Total Payments: 64					Grand Total (excluding void checks):			105,104.54

Check Register Report

Date: 12/31/2024

Time: 12:10 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
51310	01/02/25	Printed			AMAZ	AMAZON BUSINESS	BATTERIES	40.65
51311	01/02/25	Printed			ASC1	ASCAP	2025 ASCAP MUSIC LICENSE	445.00
51312	01/02/25	Printed			CED2	CERTIFIED ENGINEERING DESIGN	Professional Services	650.00
51313	01/02/25	Printed			CLEARWATE	CLEARWATER PUBLIC LIBRARY	12-20-24 APPROPRIATION	2,157.54
51314	01/02/25	Printed			CWC02	CLEARWATER WELLNESS CENTER	JAN WELLNESS CENTER DAYS	100.00
51315	01/02/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS CITY HALL	69.31
51316	01/02/25	Printed			GAL1	GALL'S INC.	DUTY BELT CHIEF IVES	115.49
51317	01/02/25	Printed			BH01	BECKY. C. HURTIG	Professional Services - Judge	1,100.00
51318	01/02/25	Printed			JHS1	J & H STORAGE	STORAGE RENTAL	30.00
51319	01/02/25	Printed			KACM1	KANSAS ASSC COURT MGMT	KACM COURT MGMT BURLEY	50.00
51320	01/02/25	Printed			KMJ1	KANSAS MUNICIPAL JUDGES ASSOC.	2025 JUDGE DUES	25.00
51321	01/02/25	Printed			KMU1	KANSAS MUNICIPAL UTILITIES	2025 KMU DUES	1,302.00
51322	01/02/25	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	579.16
51323	01/02/25	Printed			LA LI	J. LARRY LINN	PROSECUTION SERVICES	1,000.00
51324	01/02/25	Printed			MSS1	MAYER SPECIALTY SERVICES LLC	2024 SEWER CLEANING	21,967.80
51325	01/02/25	Printed			MHF1	MEL HAMBELTON FORD	SPARK PLUGS SQ 72	145.95
51326	01/02/25	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	WATER ANALYSIS	135.00
51327	01/02/25	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	CITY HATS	476.96
51328	01/02/25	Printed			PCA1	PETTY CASH	POLICE CAR WASH	20.28
51329	01/02/25	Printed			PB03	PITNEY BOWES	POSTAL LEASE 10-30-24 -1-29-25	284.16
51330	01/02/25	Printed			PP,INC	POSTALOCITY	MAIL BILLS	900.00
51331	01/02/25	Printed			PCC	PROFESSIONAL CODE COMPLIANCE		1,700.00
51332	01/02/25	Printed			RJ01	ROASTER JOE'S	POLICE DEPT DRINKING WATER	15.66
51333	01/02/25	Printed			TOWN	TOWN WEB DESIGN, LLC	TOWNWEB HOSTING FB SYND	5,015.00
51334	01/02/25	Printed			WSUE	WICHITA STATE UNIVERSITY	POE CCMFOA 2025 MEMBERSHIP	50.00
51335	01/02/25	Printed			WTC1	WICHITA TRACTOR CO.	FUEL FILTER SKID STEER/BACKHOE	83.73

Total Checks: 26

Checks Total (excluding void checks):

38,458.69

Total Payments: 26

Bank Total (excluding void checks):

38,458.69

Check Register Report

Date: 12/31/2024

Time: 12:10 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
3347	01/02/25	Printed			CGSI	CASEY'S	STATEMENT	1,980.04
3348	01/02/25	Printed			KDOL	KANSAS DEPARTMEN OF LABOR	CITY Q4/2024 CITY SUTA	259.43
3349	01/02/25	Printed			KDOL	KANSAS DEPARTMEN OF LABOR	LIB Q4/2024 LIBRARY SUTA	19.01
3350	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FIRE PHONE	476.76
3351	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	SENIOR CENTER PHONE	63.75
3352	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	POLICE PHONE	250.07
3353	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	PUBLIC WORKS PHONE	110.01
3354	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	PARK BROADBRAND	3.00
3355	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	HIS SOC PHONE/SECURITY	100.29
3356	01/02/25	Printed			TWIN	TWIN VALLEY TELEPHONE	CITY PHONE	201.79

Total Checks: 10

Checks Total (excluding void checks): 3,464.15

Total Payments: 10

Bank Total (excluding void checks): 3,464.15

Total Payments: 36

Grand Total (excluding void checks): 41,922.84

City of Clearwater
City Council Meeting
November 12, 2024

Mayoral Appointment

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

Chief Dinwiddie has announced the following firefighter volunteer has received their EMT Certification and will now be available to respond and assist with medical calls.

Taylor Thompson – Firefighter/ EMT

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the mayor's appointment.

**City of Clearwater
City Council Meeting
January 14, 2025**

Consider 2025 Appropriation Resolution

Context: Annually the appropriate resolution needs to be considered for city staff to pay debts in a timely manner. Reauthorizing this resolution would prevent the accrual of late charges and allow the City to take advantage of discounts for early payment, if applicable. This process is authorized by K.S.A. 12-105(b), the Uniform Processing Claims Act and recommended by the city auditor. Staff will continue to include the claims and warrants list with the agenda packet for review and any questions that could be addressed prior to the Council meeting.

If approved all payments must still be presented to the governing body for review. Any payments that are of an extraordinary nature will continue to require authorization of the governing body.

Financial: Any financial impact to the City would be savings associated with the elimination of late fees and the potential early payment discounts.

Legal Considerations: Review and comment as necessary.

Recommendation: Approve Resolution 01-2025, Appropriation Resolution.

CITY OF CLEARWATER, KANSAS

RESOLUTION NO. 01-2025

A RESOLUTION PROVIDING FOR THE APPROPRIATION, BY FUND, OF THE BUDGET OF THE CITY OF CLEARWATER, KANSAS FOR THE YEAR BEGINNING JANUARY 1, 2025; AND APPROPRIATING MONEY FROM THE VARIOUS FUNDS THEREOF TO PAY PAYROLL AND CLAIMS AGAINST THE CITY OF CLEARWATER FOR THE 2025 CALENDAR YEAR.

WHEREAS, the 2025 proposed annual budget and financial statement for the City of Clearwater, Kansas, as shown on standard State budget forms and subject to notice of hearing and public hearing, has been approved, adopted and appropriated, by fund, by the governing body of the City of Clearwater, Kansas, as the maximum amount of funds to be expended by the City of Clearwater, Kansas for the budget year starting January 1, 2025; and

WHEREAS, the governing body of the City of Clearwater, Kansas has determined it to be prudent and expedient to capitalize on the capabilities of City staff to pay payrolls and claims as provided in the 2025 approved budget for the City of Clearwater, Kansas, without the need to wait on formal approval of such payrolls and claims by the governing body of the City of Clearwater, Kansas during a regular City Council meeting.

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

Section 1. Appropriation.

The 2025 Approved Budget of the City of Clearwater, Kansas, as adopted by the governing body of the City of Clearwater, Kansas, shall hereby constitute an appropriation of the money so budgeted, and the City Administrator of the City of Clearwater, Kansas shall be authorized to pay payrolls, at the pay rates and/or salaries established by the governing body of the City of Clearwater, and claims as provided in said Budget of the City of Clearwater; provided that all such payments made shall be deducted from the accounts so appropriated and that the total of all payments made shall not exceed the amount appropriated within said budget and that all claims and charges against each fund shall, at all times, comply with the provisions of the cash basis law of the State of Kansas.

Section 2. Regulations.

The City Administrator shall establish regulations as to the manner of payment and the periodic dates on which payroll and claims shall be paid, provided, that all employees of the City of Clearwater, Kansas shall continue to be paid biweekly and no payroll or claim shall be paid until it has been approved by the Mayor, City Administrator, City Clerk and/or the City Treasurer.

Section 3. Method of Payment.

The payment of payrolls, claims, and line item appropriations shall be by warrant check, as provided by law, and such warrant checks shall be signed by the following three people, in accordance with K.S.A. 10-803 and K.S.A. 10-805: the Mayor, or in his absence the City Council President or other City Councilmember authorized by the governing body of the City of Clearwater to act as City Council President in the absence of the City Council President, the City Clerk, and the City Treasurer. All such warrant checks issued in payment of payrolls and claims shall be delivered to the officers, employees, agents, vendors and other claimants of the City by the City Treasurer, and it shall be his/her duty to maintain a record of all warrant checks so delivered in accordance with K.S.A. 10-805.

Adopted by the City Council this 14th day of January 2025.

Approved by the Mayor this 14th day of January 2025.

Burt Ussery, Mayor

ATTEST:

SEAL

Jaye Poe, City Clerk

**City of Clearwater
City Council Meeting
January 9, 2025**

Municipal Court – Judge & Prosecutor Agreement

Context: Each year the contract for Municipal Judge and Prosecutor are renewed. Per State Statute Becky Hurtig was appointed as the Municipal Judge during the annual mayoral appointments.

This is just an updated contract for Becky Hurtig and Larry Linn to practice on behalf of the City for Clearwater Municipal Court.

Financial: The payments for each the Judge and Prosecutor is already part of the 2025 budget.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the contracts for the Municipal Judge and Prosecutor.

CONTRACTOR AGREEMENT

THIS **AGREEMENT** is made and entered into this 13th day of December 2024, by and between THE CITY OF **CLEARWATER, KANSAS**, (the "City"); and **The Honorable Becky Hurtig** (the "Judge").

WHEREAS, the City desires a contractual relationship with the Judge upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS, the Judge desires to provide professional services for the City upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Duties:

1.1 The City shall contract with the Judge to perform the functions and duties as its Judge in municipal court for the City of Clearwater with all of the authority and powers provided therefore under the laws of the State of Kansas and the ordinances of the City.

1.2 The Judge shall also perform such other legally permissible and proper functions and duties as may be required by law or ordinance.

Section 2. Term.

2.1 The term of this agreement shall commence on its execution, and shall terminate May 31, 2026, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one-year terms, on the terms and conditions herein provided unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the date of automatic renewal and extension.

2.2 Nothing in this agreement shall be construed to prevent, limit or otherwise interfere with the right of the Governing Body of the City to terminate the services of the Judge at any time, or with the right of the Judge to resign from his position.

2.3 The Judge is not an employee of the City. She shall have the freedom to accept all other attorney work that is in compliance with the Kansas Supreme Court Rules for Professional Conduct governing attorneys. The Judge agrees not to accept any legal work that would create a conflict of interest as defined by those rules governing attorneys.

2.4 Both parties agree that the City is contracting for the personal services of the Judge. Both parties recognize that special circumstances may arise when Judge will be unable to

attend court for reasons of illness, travel conflicts, etc. In those instances, the Judge may provide a replacement attorney to act as municipal Judge at Judge's own expense. However, the parties agree that such instances will be unusual and rare.

Section 3. Payment and Services.

3.1 The City shall pay the Judge \$1,100 per month payable on a monthly basis. The City agrees to adjust such payment to the Judge as specified herein, in such amounts and to such extent as the Governing Body of the City may deem appropriate.

3.2 The Judge shall provide services to the City of Clearwater in its municipal court, which shall include, but not be limited to, presiding over the legal proceedings of the municipal court system with the City of Clearwater.

3.3 The Judge shall maintain her law license with the Supreme Court of the State of Kansas. If at any time, the Judge fails to remain in good standing, this contract and all obligations of the parties will immediately cease.

Section 4. General Provisions.

4.1 The text hereof shall constitute the entire agreement between the parties. All prior agreements between the parties are hereby made null and void.

4.2 Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.

4.3 Should any provision of this agreement, or any portion thereof, be held unconstitutional, invalid or unenforceable, the remainder of this agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.

The parties have caused this agreement to be executed the day and year written above.

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor



Honorable Becky Hurtig, Judge

CONTRACTOR AGREEMENT

THIS **AGREEMENT** is made and entered into this ___ day of _____, 202___, by and between THE CITY OF **CLEARWATER, KANSAS**, (the "City"); and **J. Larry Linn** (the "Prosecutor").

WHEREAS, the City desires a contractual relationship with the Prosecutor upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS, the Prosecutor desires to provide professional services for the City upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

Section 1. Duties:

1.1 The City shall contract with the Prosecutor as its City Prosecutor, to perform the functions and duties as its Prosecutor in municipal court for the City of Clearwater with all of the authority and powers provided therefore under the laws of the State of Kansas and the ordinances of the City.

1.2 The City Prosecutor shall also perform such other legally permissible and proper functions and duties as may be required by law or ordinance and/or the Governing Body of the City may from time to time assign.

1.3 The Prosecutor may be asked to report to the Mayor or Governing Body from time to time. Such report shall be made without additional compensation.

Section 2. Term.

2.1 The term of this agreement shall commence on its execution, and shall terminate May 31, 2026, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one-year terms, on the terms and conditions herein provided unless either party hereto gives the other party hereto written notice not to extend and renew at least thirty (30) days prior to the date of automatic renewal and extension.

2.2 Nothing in this agreement shall be construed to prevent, limit or otherwise interfere with the right of the Governing Body of the City to terminate the services of the Prosecutor at any time, or with the right of the Prosecutor to resign from his position.

Prosecutor at any time, or with the right of the Prosecutor to resign from his position.

2.3 The Prosecutor is not an employee of the City. He shall have the freedom to accept all other attorney work that is in compliance with the Kansas Supreme Court Rules for Professional Conduct governing attorneys. The Prosecutor agrees not to accept any legal work that would create a conflict of interest as defined by those rules governing attorneys.

2.4 Both parties agree that the City is contracting for the personal services of the Prosecutor. Both parties recognize that special circumstances may arise when Prosecutor will be unable to attend court for reasons of illness, travel conflicts, etc. In those instances, the Prosecutor may provide a replacement prosecuting attorney at prosecutor's own expense. However, the parties agree that such instances will be unusual and rare.

2.5 In the instance that a prosecuting attorney is hired because of a conflict of interest with the Prosecutor, the City agrees to pay the fees of the replacement prosecuting attorney.

Section 3. Payment and Services.

3.1 The City shall pay the Prosecutor \$1,000 per month payable on a monthly basis. The City agrees to adjust such payment to the Prosecutor as specified herein, in such amounts and to such extent as the Governing Body of the City may deem appropriate.

3.2 Prosecutor will receive, in addition to the flat fee, \$100 per billable hour for appeals from the Clearwater Municipal Court to the District or Appellate Court. Attorney will provide a detailed summary of the activities and time spent in regard to said appeal and will submit time sheet for payment to the City Administrator as directed.

3.3 The Prosecutor shall provide professional legal services to the City of Clearwater in its municipal court, which shall include, but not be limited to, consultation, advice, trial of cases before the Court, preparation of documents and briefs as required by the Court or deemed necessary by attorney; appeals to the District or Appellate Court; and, any other legal services commonly associated with the prosecution of criminal and traffic cases in Clearwater Municipal Court. These services may extend to any violation of a city ordinance which the governing body requests the Prosecutor's assistance.

3.4 The Prosecutor also shall:

- a. Prosecute all cases brought in Clearwater Municipal Court.
- b. Be present at court proceedings (twice per month on the first and third Wednesdays)

- c. Approve and enter into diversion and plea agreements.
- d. Work with the Clearwater Police Chief on various issues from determining appropriate charges to coordinating matters between the police department and the prosecuting attorney's office.

3.5 The Prosecutor shall maintain his law license with the Supreme Court of the State of Kansas. If at any time, the Prosecutor fails to remain in good standing, this contract and all obligations of the parties will immediately cease.

Section 4. General Provisions.

4.1 The text hereof shall constitute the entire agreement between the parties. All prior agreements between the parties are hereby made null and void.

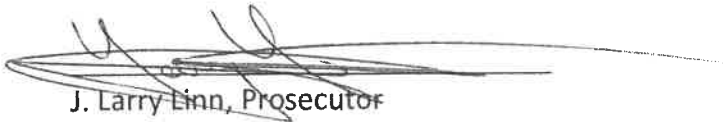
4.2 Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.

4.3 Should any provision of this agreement, or any portion thereof, be held unconstitutional, invalid or unenforceable, the remainder of this agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.

The parties have caused this agreement to be executed the day and year first above written.

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor


J. Larry Linn, Prosecutor

**City of Clearwater
City Council Meeting
January 14, 2025**

Official Municipal Auditor

Context: The city must annually designate a financial auditor. George Bowerman and Noel now GBN have been financial auditors for many years.

The auditors at GBN are helpful to staff with questions regarding accounting practices and offer good feedback on improvements for internal controls.

Financial: No financial commitment to designate.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Staff recommend GBN as the municipal auditor

**City of Clearwater
City Council Meeting
January 14, 2025**

Official Depository

Context: The city must annually designate an official depository to serve as its bank. At present this is Emprise Bank. If the Council wishes to continue this arrangement, then Emprise should be designated. If the Council wishes to bid out banking services, then the item should be tabled until that can be accomplished. The last time banking went out to bid was in 2015.

Staff is satisfied with the service and convenience of having the bank right across the street from City Hall.

Financial: No financial commitment to designate.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Staff recommend continuing using Emprise Bank for the official depository for 2025.

City of Clearwater
City Council Meeting
January 14, 2025

Official Newspaper

Context: Council needs to annually designate a newspaper to publish official notices. Times Sentinel Newspaper has been the official publication in years past.

Financial: No financial commitment to designate.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Staff recommend continuing to use Times Sentinel as the official newspaper for the City of Clearwater in 2025.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: January 10, 2025
Re: Administration Report

- Jaye and I will be going to month 4 of the KMU training.
- I will be starting the Certified Public Manager Program through KU.
- Jaye will be starting the MiniMPA 5-month program through WSU.
- Carol Barrientez and I met to go over the 2025 Facility Usage Agreement between the Rec and City. The proposed contract will be presented at the next council meeting.
- The mayor and I attended the Community and Coffee on January 8th in association with the Rec at the Methodist Church
- As of December 31, 2024, the City has collected \$289,421.31 in the 1% City Sales Tax.
- Staff continue to look at software for General Ledger and Court.
- The new city website will go live on January 13th.
- The new city code website will go live on in January. The format will be similar but hosted by City Code vs. CivicPlus. The url link on the city's website will just need to be updated when the site goes live.
- The Municipal Court has been moved from the 1st of January to the 29th of January due to the Holiday.
- The new employee health insurance is now live.
- The Brush Dump was not opened on January 4, 7 or 9th due to extreme weather temperatures.
- The City Hall Lobby and Senior Center were closed on Monday January 6th. Staff members worked remotely answering phone calls and taking payments that day.
- Park Glen Estates 2nd auction closed on December 18th. The land was sold and the new owner closes on January 16th on the property.
- The Cemetery District signed a contract with Lazarus Cemetery Software which is an online mapping system that will launch later in 2025. They have also signed a contract with Whitney Landscaping to mow all the cemeteries for the next 3 years. The board concluded it was more economical to have a third-party mow.
- I attended the January 8th Rec meeting. Carol Barrientez is still working on organizing information and figuring out new programming for the Rec. I have offered to help Carol with the financials while she is still getting her bearing.
- *Professional Code Compliance Message: As year-end comes and goes, I would like to thank the City of Clearwater and it's governing body for the continued support. We have had 48 property violations this year and currently 20 active violations . Out of the 20 active violations, I would expect that over half of those will be completed by my next round of investigations. Please let me know if the council would like me to come to the Feb meeting and discuss some of my findings. Thank you again!*

Dates to Remember

- January 20th – City Offices Closed for Martin Luther King Day
- January 20th – Fall Festival Meeting

Active Nuisances/ Code Violations

205 S Tracy	200 S Lee	213 S Lee	121 S Prospect	317 E Ross
257 S Byers	230 S Gorin	235 S 1 st	321 E Nancy	441 N 4 th
139 N Lee	209 S Lee	114 S Byers	249 S Lee	700 N Rolling Hills Dr
130 N Grant	302 S Tracy	249 S Lee	150 N Tracy	139 N Gorin
221 N Grant	150 S Byers			

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: January 9th, 2025
Re: Fire Department Staff Report

- Clearwater Fire responded to **27** medical calls and **2** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **19** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **0** emergency calls.
- To Date: The CRV has been unstaffed **0** times.

2024 Statistics:

Responded to 346 calls (208 Medical, 78 Fire, 60 Misc. calls)

8 no response calls

4 mutual/auto aid received

13 mutual/auto aid given

CRV unstaffed 41 times

- The department had its annual department wide administrative meeting on the 7th. Members reviewed the prior year's statistics and discussed expectations/plans for 2025.
- The department is submitting another grant request to Firehouse Subs for assistance in purchasing new radios.
- E71 had a new 800 mobile radio installed on the 8th.
- Firefighter Kyle Berger has been promoted to the rank of Lieutenant.

To: Mayor and City Council
From: Kirk Ives, Chief of Police
Date: January 9, 2025
Re: Police Department Staff Report

Officers:

Officer Ross is off with the birth of their first child.

Officer Jacks is back to school after the winter break.

Sgt. Pickens has been very busy with arrests and turning cases in with the DA's office.

Lt Gearhardt has been completing all state forms for the end of the year and getting ready for the new year.

Police Clerk:

Starting the new SPV permits. Many of the citizens are complying with the new permits. This has been taking a lot of time.

Building:

Has no issues currently.

Vehicles:

Regular routine maintenance.

Matters of interest since last meeting on Police Activity:

We have had 117 dispatched/report calls with 22 arrests and 34 citations issued since my last report. (Does not always include self-initiated calls).

We ended the year with 1337 entered calls and cases. Approximately 188 arrests for the year with 369 citations issued.

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: January 14, 2025

Subject: Public Works Summary

1. Train carts stored; Barricades picked up
2. Repaired door closer at the library
3. Replaced broken trash cans at park
4. Lead & Copper samples collected and shipped
5. Rebuilt Drivers seat on 04 Dodge
6. Installed winter tires on Blue Tractor
7. Installed sand spreader on F350
8. Cleaned sewers in the industrial park area down to Mayer's route
9. Mayer specialty services cleaned the sewers (North, Northwest, & Chisholm ridge sections)
10. Commodities were picked up for the Senior Center distribution
11. Replace aviation light on water tower
12. Flush debris from the Backhoe tank and fuel lines & replace fuel filters
13. Central Power performed PM on generators
14. Replace light bulbs at Senior Center parking lot
15. Repair shaft coupler on channel mitt auger and replace heat tape (froze due to intermittent power while Evergy fixed snapped power line)
16. Well 6 pump installed by Layne, peripherals reinstalled, samples collected, and returned well #6 is now back in service.
17. Changed oil in all PW vehicles
18. Cleaned grates in sidewalk at PD
19. Sand roads multiple times
20. Plow snow on Tracy, 1st, 4th, Janet, Wood, Hellar, Ross, Kansas, Park, & Nancy



Clearwater Senior Center

Staff Report

January 2025, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

Can you believe it is 2025 already?! We have had the best time finishing out the year and starting the new. Many people have come and participated in the end of the year events – making it a TIGHT SPACE at the Center sometimes.

I have had several people complete the end of the year survey and I am excited to get speakers in that match their specific requests. If you have any topics, you feel like they need to hear about, please send the titles or agencies my way.

2024 Statistics

Attendance	Monthly Participants (Unduplicated)	New to the Center	Commodities
January	60	1	0
February	96	13	42
March	82	3	0
April	90	7	40
May	105	5	0
June	122	12	55
July	140	10	0
August	175	8	53
September	183	9	0
October	200	2	52
November	242	6	0
December	254	2	61
TOTAL 2024	265	77	

Respectfully,
Amber Ives
Senior Center Coordinator

City of Clearwater
City Council Meeting
January 9, 2025

Promotions

Context:

Kyle Berger – promoted to Lieutenant in the Fire Department

Justin Jacks – Promoted to Sergeant in the Police Department

Financial: No Financial impact

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Recognize the promotions

**City of Clearwater
City Council Meeting
January 14, 2025**

Release of Waiver – Tracy Bridge Work

Context: City Staff has been working with Sedgwick County Public Works to create a release waiver to indemnify the county of repair costs for the main water line that is in their work area for the Diagonal and Tracy Bridge.

Sedgwick County Public Works asked if the City would move the waterline out of the project's area. The cost to do this is estimated to be \$150,000 - \$300,000. The pricing has a large range because there are a lot of unknowns that may be required by the railroad company. Instead of moving the line the city council approved to put in inserta valves on the main lines so the work area could be isolated and customers would not lose service if the line was hit.

The release waiver states the county will not be held liable for the damage done to the line by their contractor. In the waiver the city has asked that the plans include a note to hand dig within 2 feet of the water line to help mitigate damage. If the water line is damaged the city will work with the contractor and get it repaired. If damaged Clearwater Public Works will be able to make the repair themselves.

Financial: There is no financial impact with this waiver unless the water line is struck then there will be material and labor costs for the city.

Legal Considerations: Counsel has reviewed the waiver.

Recommendations/Actions: Authorize the mayor to sign the release of waive for the Tracy Bridge Work.

Release and Waiver of Liability for Bridge Work

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 2025 by the **City of Clearwater** ("City") in favor of **Sedgwick County, Kansas**, its commissioners, officers, directors, employees, and agents (collectively "County") and the contractor to be engaged by County to do the work referenced below ("Contractor").

WHEREAS, County intends to improve, repair, and/or replace a bridge located in an area the City has annexed (the "Bridge 516 Work"). County anticipates the Bridge 516 Work will take place sometime in the second-half of 2025.

WHEREAS, the design plans for the Bridge 516 Work contemplates construction crews digging to install a bridge box and rip rap within inches of a waterline owned and maintained by the City.

WHEREAS, County informed City to move the waterline to avoid damage to it and interruption in service. The cost to move the waterline was estimated to be \$150,000 to \$300,000.

WHEREAS, on August 27, 2024, the City's Council, being fully apprised of the circumstances, (a) approved the alternative option of inserting a valve on Wood Street, at a cost of \$18,000.00, to shut off the water on the stretch of the waterline that may be damaged during the Bridge 516 Work, and (b) assumed the risk of not moving the waterline and accept the liability of fixing the waterline if damaged during the Bridge 516 Work.

NOW THEREFORE, in consideration of the benefits City will derive from the Bridge 516 Work, City states the following:

1. City acknowledges and understands the scope, nature, and extent of risks involved in not removing the waterline in anticipation of the Bridge 516 Work.
2. City waives, releases, and discharges County and its Contractor ("Releasees") from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to employees, agents, or other individuals and/or their property, which may occur during the Bridge 516 Work to City's waterline and any related damages, whether resulting from the negligence or other fault, either active or passive, of Releasees, or from any other cause.
 - a. The plans must contain language that states CAUTION!!! BURIED 6" DUCTILE IRON WATETMAIN. CONTRACTOR SHALL HAND DIG WITHIN 2' OF WATER MAIN. CITY OF CLEARWATER REPRESENTATIVE TO BE PRESENT DURING CONSTRUCTION WITHIN 2' OF WATER MAIN. PROVIDE NOTICE TO THE CITY 72 HOURS IN ADVANCE.
3. City will indemnify, hold harmless, and promise not to sue County or its Contractor from any and all liabilities or claims made as a result of the Bridge 516 Work to City's waterline and any related damages, whether caused by the negligence of Releasees or otherwise.
4. City declares and represents that no promise, inducement or agreement not herein expressed has been made to City.
5. This Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

6. This Release shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Release will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
7. This Release shall take effect upon execution.

IN WITNESS WHEREOF, the City of Clearwater's duly authorized representative has caused this Release to be executed as of the date first written above.

CITY OF CLEARWATER

Name:

Title:

ATTESTED TO:

Jaye Poe, City Clerk

APPROVED AS TO FORM ONLY:

Jennifer Hill, City Attorney

**City of Clearwater
City Council Meeting
January 9, 2025**

Consider Field Usage Agreement with Kansas Curve

Context: Jacob Baca, Kansas Curve Baseball, is interested in using the baseball field at the sport complex again this year.

They will have 20 home games starting May 23, 2025, through August 3, 2025. The field will be used for games only, no practice. There will also be no charge to spectators. Their tentative schedule is attached.

The standard Field Usage Agreement has been shared with Mr. Baca for him to review. This does include usage of the concession stand, but Mr. Baca has stated they are not looking to sell concession currently.

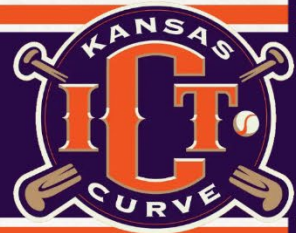
Financial: The City Council set a fee of \$150/game for 2024. Kansas Curve will have access to the fields, lights, bathrooms, and trash service.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the Field Usage Agreement with Kansas Curve.



Kansas Curve Collegiate 2025 Schedule



DATE	DAY	OPPONENT	VENUE	TIME
May 23rd	Friday	Report/Pick Up Uniforms	Baca's House	7:30 p.m.
May 24th	Saturday	Practice	Wichita Northwest HS	10 a.m.
May 25th	Sunday	Practice	Wichita Northwest HS	10 a.m.
May 26th	Monday	vs Kansas Curve Baca*	Clearwater Sports Complex	11 a.m.
May 26th	Monday	vs Kansas Curve Rosenow*	Clearwater Sports Complex	1:30 p.m.
May 27th	Tuesday	Bartlesville Indians	Clearwater Sports Complex	7 p.m.
May 29th	Thursday	Junction City Brigade	Clearwater Sports Complex	6 p.m.
May 31st	Saturday	vs Kansas Curve Shell*	Clearwater Sports Complex	11 a.m.
June 1st	Sunday	vs Kansas Curve Escamilla*	Clearwater Sports Complex	11 a.m.
June 3rd	Tuesday	@ McPherson Bullpups*	Grant Sports Complex	6 p.m.
June 5th	Thursday	@ Park City Rangers	Westside Athletic Field	7 p.m.
June 6th	Friday	vs El Dorado Walnuts	Clearwater Sports Complex	7 p.m.
June 7th	Saturday	@ Bartlesville Indians	Doegens Memorial Stadium	4:30 p.m.
June 7th	Saturday	@ Bartlesville Indians	Doegens Memorial Stadium	6:30 p.m.
June 8th	Sunday	@ Mulvane Patriots	Mulvane Sports Complex	7 p.m.
June 10th	Tuesday	@ Wellington Heat	Hibbs Hooten Stadium	7 p.m.
June 12th	Thursday	vs Mulvane Patriots	Clearwater Sports Complex	7 p.m.
June 13th	Friday	Valley Center Mud Daubers	Clearwater Sports Complex	7 p.m.
June 14th	Saturday	vs El Dorado Walnuts	Clearwater Sports Complex	7 p.m.
June 15th	Sunday	@ Midwest Moos	Broadway Sports Complex	6 p.m.
June 17th	Tuesday	vs Mulvane Patriots	Clearwater Sports Complex	7 p.m.
June 18th	Wednesday	vs Wellington Heat	Clearwater Sports Complex	7 p.m.
June 20th	Friday	@ El Dorado Walnuts	McDonald Stadium	7 p.m.
June 21st	Saturday	@ Midwest Moos	Broadway Sports Complex	6 p.m.
June 22nd	Sunday	@ Valley Center Mud Daubers	Valley Center Intermediate	7 p.m.
June 23rd	Monday	@ Park City Rangers	Westside Athletic Field	7 p.m.
June 25th	Wednesday	vs Midwest Moos	Clearwater Sports Complex	7 p.m.
June 26th	Thursday	@ Hayvsville Aviators*	Plagens Carpenter Complex	TBA
June 27th	Friday	vs Park City Rangers	Clearwater Sports Complex	7 p.m.
June 29th	Sunday	Wellington Heat	Clearwater Sports Complex	7 p.m.
July 1st	Tuesday	KCLB All Star Game	Mulvane Sports Complex	7 p.m.
July 3rd	Thursday	@ El Dorado Walnuts	McDonald Stadium	7 p.m.
July 5th	Saturday	@ Mulvane Patriots	Mulvane Sports Complex	7 p.m.
July 6th	Sunday	vs TBA*	TBA	TBA
July 7th	Monday	vs Valley Center Mud Daubers	Clearwater Sports Complex	7 p.m.
July 9th	Wednesday	vs Midwest Moos	Clearwater Sports Complex	7 p.m.
July 10th	Thursday	vs TBA*	TBA	TBA
July 11th	Friday	vs Park City Rangers	Clearwater Sports Complex	7 p.m.
July 12th	Saturday	@ Valley Center Mud Daubers	Valley Center Intermediate	7 p.m.
July 14th	Monday	@ Wellington Heat	Hibbs Hooten Stadium	7 p.m.
July 15th	Tuesday	@ Park City Rangers	Westside Athletic Field	7 p.m.
July 16th	Wednesday	vs Midwest Moos	Clearwater Sports Complex	7 p.m.
July 18th	Friday	@ Valley Center Mud Daubers	Valley Center Intermediate	7 p.m.
July 19th	Saturday	@ Wellington Heat	Hibbs Hooten Stadium	7 p.m.
July 21st	Monday	vs Mulvane Patriots	Clearwater Sports Complex	7 p.m.
July 22nd	Tuesday	@ El Dorado Walnuts	McDonald Stadium	7 p.m.
July 25th	Friday	KCLB League Tournament	TBA	TBA
July 26th	Saturday	KCLB League Tournament	TBA	TBA
July 27th	Sunday	KCLB League Tournament	TBA	TBA
July 30th	Wednesday	SummerBall ShowDown	Genesis Sports Complex	TBA
July 31st	Thursday	SummerBall ShowDown	Genesis Sports Complex	TBA
August 1st	Friday	SummerBall ShowDown	Genesis Sports Complex	TBA
August 2nd	Saturday	SummerBall ShowDown	Genesis Sports Complex	TBA
August 3rd	Sunday	SummerBall ShowDown	Genesis Sports Complex	TBA

*Non League Game | All times are central and subject to change

kansascurve.com / Twitter & Instagram: @kansas_curve

FIELD USAGE AGREEMENT

1. PURPOSE

The purpose of this Agreement is to define the terms of the Agreement between Jacob Baca Kansas Curve Baseball Team (Occupants) and the City of Clearwater (City) for the utilization and maintenance of the Chisholm Trail Sports Complex and its facilities. The Agreement will clarify the roles and responsibilities of the entities.

2. RESPONSIBILITIES OF THE CITY

2.1 The City owns the Chisholm Trail Recreational Sports Complex, the Chisholm Trail Outdoor Recreational Sports Complex Building, shelters, gazebos, scoreboards, lights, other improvements located on said property, and adjacent parking lots. These properties are located on 1001 E Ross Ave in Clearwater Kansas and shall be identified throughout this Agreement as "Facilities".

2.2 The City will pay water, gas, electrical, trash service and other utility charges for the Facilities.

2.3 The City will provide mowing services for all property.

2.4 The City will provide watering and fertilization services to the Facilities. This work will include maintenance and repairs to the irrigation system. This work will also include spraying and maintenance of the fence lines. The City will coordinate watering schedules with the Occupants' use of the Facilities, including practice and game times.

2.5 The City will maintain general liability insurance coverage on the property in the amount of \$1,000,000 per occurrence.

2.6 The City has primary responsibility for the maintenance and upkeep of said Facilities. Routine maintenance of said Facilities for activities sponsored by the Occupant shall be the responsibility of the Occupant such as marking fields for play or practice.

2.7 The City shall have access to all portions of the Facilities at all times in case of emergency and/or to take action to protect the security of said Facilities. The City shall maintain all locks on all inside and outside doors within buildings located on said Facilities and shall provide Occupants with 10 copies of keys to the same. The Occupants shall maintain a log of all individuals and entities to whom copies of said keys have been issued, and annually file an updated version thereof with the City Clerk. The City may elect to change locks within such buildings if it appears that unauthorized copies of such keys have been made. In the event that the Occupant wants to add any additional locks within the Facilities, at least one key for each such lock shall be furnished to the City Clerk

2.8 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other storm, explosion, or earthquake, or by any other unavoidable casualty as to become

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

3. RESPONSIBILITIES OF THE OCCUPANTS

- 3.1 Occupants shall provide the prepping, chalking and marking of fields that it intends to use. Proper facilities and field maintenance techniques will be used.
- 3.2 Occupant shall be responsible for installing any temporary structures, including fence, that is needed for their play.
- 3.3 All Occupants will schedule activities, games, practices, events, and any usage of the Facilities with City Staff. Such scheduling will include identification of the fields and specific locations that Occupant intends to use at any given time. Cancelled games, practices and tournaments will be rescheduled in cooperation and coordination with the City.
- 3.4 Occupants will ensure trash is properly contained and disposed of after every use of the Facilities.
- 3.5 No chemicals are to be used on the ball fields at anytime with out prior approval of the City.
- 3.6 Concessions. The Occupant may operate a concession stand within said Facilities with the following provisions:
 - a. The Occupant will be responsible for the operations, supply, personnel, and cleanliness of the concession area within said Facilities.
 - b. The City Administrator or other City representative has the general right to review and monitor the conduct for the concession operation. City shall notify the Occupant if any condition exists that requires immediate attention or remediation.
 - c. The Occupant will maintain all funds derived from the operation or sale of concessions within or at said Facilities during the said season.
 - d. No beer or alcoholic beverages may be sold at any concession site in the Facilities.
 - e. The Concession stand will comply with all applicable health regulations relating to the concession operations.

- 3.7 Occupants shall not engage in or permit to be performed any acts or practices which may cause or allow injury to the Facilities, and the Occupant expressly agrees to comply with all applicable laws, ordinances, policies, rules and regulations of the City of Clearwater, Kansas and any other governmental authority having jurisdiction over said Facilities.
- 3.8 The Occupants shall not have the right, privilege, or power to in any way create liens for labor or materials upon the interests of the City in said Facilities. In connection with any preapproved (1) repairs to said Facilities and/or (2) construction of any improvements or the installation of any equipment within or upon said Facilities by Occupants, the Occupant shall pay for all materials and labor and will not permit any mechanic's liens to be filed against said Facilities and the interests of the City therein.
- 3.9 No occupant shall authorize hanging advertisement/sponsorship banners or placards along fencing or other structures within the facilities without the written consent of the City of Clearwater. In the event consent is given by the City, any banners/placards will be constructed in a manner so as not to damage the fence or structure utilized and approved by the City of Clearwater.
- 3.10 At the end of the season all banners/ placards, equipment, practice equipment, and any other property owned by Kansas Curve Baseball is to be removed from each field.

4. GENERAL TERMS AND CONDITIONS

- 4.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.
- 4.2 The term of this agreement shall be from the beginning of the season, May 24, 2025, until end of season, July 20, 2025
- 4.3 A fee of \$150 per game will be due for the usage of the Facilities. This will include field usage, lights when needed, and bathroom access for all home games.
- 4.4 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.
- 4.5 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or logo in its marketing or materials.

- 4.6 Prior to the beginning of the season a representative of Occupant will do a walkthrough of the property with the Public Works Director to identify any damage that would be the responsibility of the City to repair. At the end of said season an additional walk through will be conducted to inspect for any damages that occurred during the season and would be the responsibility of the Occupant to repair.
- 4.7 Any structural changes to the Facilities require the prior written approval of the City. Any request for such approval shall include documentation or other evidence that such changes may be made without expense or obligation to the City.
- 4.8 From the first approved KSHSAA day of practice until final day of KSHSAA competition, preference will be given to the Unified School District 264 for usage of the baseball and softball fields (Fields 1, 2 and 3) for the purposes of their school season.
- 4.9 All vehicles will be parked in the parking lot, even for loading and unloading equipment. Occupant shall not allow motor vehicles to drive on any portion of the property that is irrigated.
- 4.10 When damage occurs to the Facilities, the Occupant must notify the City and get City approval for any plan to repair the damage.

5. LIABILITIES

The Occupant covenants and agrees to indemnify and protect the City from any and all claims of third parties for injuries to persons or property by reason of any incident or occurrence on or around said Facilities which are the subject of this Agreement. The Occupant shall furnish to the City of Clearwater a Certificate of Insurance naming "City of Clearwater, Kansas" as additional named insured. General liability coverage shall be issued on the policy in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.

The Occupants will provide their own insurance coverage for their property kept in City Facilities. The City will not be liable for the replacement or repair of any Occupant property damaged, lost, stolen, etc. while maintained in City Facilities.

6. MISCELLANEOUS PROVISIONS

- 6.1 This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.
- 6.2 The interpretation and construction of this Agreement shall be governed by the law of the State of Kansas without regard to the conflict of laws principals. The venue for any dispute for this Agreement shall be the 18th Judicial District Court in Sedgwick County, Kansas.

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

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

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

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

CITY OF CLEARWATER

KANSAS CURVE BASEBALL

By: _____

By: _____

Date: _____

Date: _____

**City of Clearwater
City Council Meeting
January 9, 2025**

CD for 1% Sales Tax Money

Context: The City has received \$289,421.31 for the 1% City Sales Tax as of December 31st, 2024. The funds received will be used to as a down payment on the major road project. A temporary general obligation bond in the amount of 5,705,000 was issued for the major street project. The temporary note will be due on 10/1/2027.

Financial: Current 12-month rate on municipal CD's is 4%. 24-month is 3.89%. Putting the funds received from the 1% sales tax into a CD could potentially gain \$11,000 in interest.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize the Clerk to place the money in a CD for 12 months and re-evaluate on an annual basis until the bond becomes due.

**City of Clearwater
City Council Meeting
January 9, 2025**

Section 4 Annual Road Maintenance Contract

Context: To kickoff the annual road maintenance the Governing Body hired South Central Sealing who uses a product called Slurry Seal. The project in the last two years have been very successful. The crews with South Central Sealing were great to work with and very responsive to any concerns or questions the public or I had. The Slurry Seal application worked well for Clearwater.

For 2025, Section 4 of the city is scheduled to receive crack fill and slurry seal per the approved budget.

Since South Central Sealing is the company to offer Slurry Seal, staff recommend continuing that service for the remainder of the streets.

I reached out to two other companies for crack fill pricing for comparison, Encore Pavement and Circle C Paving.

Financial: The total proposal submitted by South Central Sealing for Mastic Seal, Slurry Seal and Crack Seal for 2025 is \$148,277.77.

The proposal submitted for Mastic Seal and Crack Seal are best estimate they could provide until they start the project. The Mastic Seal is bid with 4 pallets of material. If the pallets don't complete the designated area, they will submit a change order. The Crack Seal is bid the same way. They will keep the city updated daily on the amount of linear feet they are filling.

For the 2024 budget in the Special Highway Fund, we budgeted \$150,000 for annual road maintenance as well as in the General Fund Public Works \$25,000 for a total of \$175,000 for the annual project.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Since we have used Slurry Seal on the other sections of town and it has been very successful staff South Central Sealing is a sole source for Slurry Seal, it is recommended to hire South Central Sealing for section 4 annual road maintenance project.



**3600 West Esthner
Wichita Kansas 67213**

(316) 613-3433 Fax (316) 613-3499

Submitted To:
ATTN: Courtney Zollinger
Dept. of Public Works
City of Clearwater
129 E Ross Ave, PO Box 453
Clearwater, KS 67026

Proposal

Date: Thursday, January 09, 2025

Project: City of Clearwater

Location: Various streets

Estimator: Vernon

City of Clearwater 2025

Mastic Seal

1. We will clean large cracks in specified areas of dirt and debris using compressed air.
2. We will fill and seal all prepped cracks using hot pour mastic sealer.
3. The bid price is to purchase and install four pallets of mastic sealer.

Estimate:

<u>Streets</u>	<u>Location</u>	<u>Total</u>
1. Park Glen	4 th to Yvonne Dr.	420 LF
2. E. Park Glen Ct.	Park Glen to CDS	30 LF
3. Park Glen Ct.	Park Glen to CDS	124 LF
4. Streamside St.	Park Glen to Clear Creek	247 LF
5. Streamside Lane	Streamside to CDS	309 LF
6. Clear Creek	Park Glen to Clear Creek	155 LF
7. Clear Creek Ct.	Clear Creek to CDS	31 LF
8. Streamside Ct.	Streamside to CDS	120 LF
9. 4 th Street	Ross to Dirt Road	1,470 LF

Total = 2,906 LF

Bid Price for Mastic Seal.....\$16,796.68 tax exempt.

Slurry Seal

We propose to furnish labor, material, and equipment to construct an emulsified asphalt quick set slurry seal on city streets per below.

<u>Streets</u>	<u>Location</u>	<u>Total</u>
1. Park Glen	4 th to Yvonne Dr.	7,442 sqyds.
2. E. Park Glen Ct.	Park Glen to CDS	1,615 sqyds.
3. E. Stoney Cir.	Park Glen to CDS	348 sqyds.
4. SW Stoney Cir.	Park Glen to CDS	404 sqyds.
5. Park Glen Ct.	Park Glen to CDS	1,390 sqyds.
6. Streamside St.	Park Glen to Clear Creek	2,903 sqyds.
7. Streamside Ln.	Streamside to CDS	2,883 sqyds.
8. Clear Creek	Park Glen to Clear Creek	5,116 sqyds.
9. Clear Creek Ct.	Clear Creek to CDS	486 sqyds.
10. Streamside Ct.	Streamside to CDS	486 sqyds.
11. 4 th Street	Ross to Dirt Road	10,185 sqyds.

Total = 33,258 sqyds.

Notes:

(*) Streets we recommend be strip patched before the final coat of slurry seal to stabilize the base.

(**) We recommend a double seal to stabilize the base.

Total sqyds = 33,258 sqyds. @ \$3.38 per sqyd = \$112,412.04 tax exempt.

Crack Seal

This bid is for crack sealing in the City of Clearwater.

1. We will seal 1/2" wide cracks or smaller and will clean as necessary to allow proper bonding of crack seal material.
2. We will field measure every day to track quantities completed.
3. Price per lineal foot includes cleaning, material, and sealing cracks.
4. Quantities bid are an estimate only, we will keep the daily totals and keep the city updated as we go.

Estimate:

<u>Streets</u>	<u>Location</u>	<u>Total</u>
1. Park Glen	4 th to Yvonne Dr.	8,916 LF
2. Stoney Cir.	Park Glen to CDS	361 LF
3. Park Glen Ct.	Park Glen to CDS	464 LF
4. Streamside St.	Park Glen to Clear Creek	3,200 LF
5. Streamside Ln.	Streamside to CDS	5,253 LF
6. Clear Creek	Park Glen to Clear Creek	4,017 LF
7. Clear Creek Ct.	Clear Creek to CDS	124 LF
8. Streamside Ct.	Streamside to CDS	120 LF
9. 4 th Street	Ross to Dirt Road	<u>2,310 LF</u>
		Total = 24,765 LF

Bid price for Crack seal..... \$19,069.05 tax exempt. (.77 per linear foot)

*We recommend that all the remaining streets be crack sealed to maintain the longevity of the streets. *

Notes:

- **This is a price estimate for 2025, the proposal may change based on material costs in 2025.**

Cost Surcharges:

Due to increases in material prices in FY 2022, we have had to add surcharges for increased costs. These increases have been entered in this proposal. South Central Sealing may need to adjust and add an additional surcharge if the cost increases further prior to completion of work. We will notify the Customer prior and request a change order be issued for further completion of work.

NET DUE UPON RECEIPT OF INVOICE.

Late Payments:

If Buyer fails to make payment within 30 days of the due date specified in the invoice, Buyer shall pay Contractor a late payment charge of 10% per month on the outstanding balance until paid in full. The contractor reserves the right to suspend services or terminate the agreement for non-payment.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Signature _____
Alex Stephenson

NOTE: We may withdraw this proposal if not accepted within 30 days.

ACCEPTANCE:

The above prices, specifications, and conditions are satisfactory and are accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN AND RETURN THIS PROPOSAL FORM.

DATE _____ SIGNATURE _____

Return One Copy of Signed Proposal To South Central Sealing L.L.C.