CITY OF CLEARWATER

City of Clearwater Council Meeting Agenda
Tuesday January 28, 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. Art Walk Special Event Permit
6. **Staff Reports**
7. **Proclamation**
8. **Business**
    a. **Presentation:** USD 264 **-** Future Farmers of America
    b. **Action:** Field Usage Agreement Clearwater Recreation Commission
    c. **Action:** Waive Fireworks Sale Permit Fee
    d. **Action:** Reline 8” Sewer Mains
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**
January 14, 2025
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, Shirely Palmer-Witt and Tim Robben.
The following staff members were present:
City Administrator Zollinger, City Clerk Poe, Kirk Ives, Cole Hollis, Amber Ives, Justin Jacks, Kyle Berger and City Attorney, Scott Ufford.
Many residents in support of the promotions were in the audience.

3. Approval of Agenda

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

Motion: ***Shore*** moved; ***Warkins*** 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
Mayoral Appointment
Appropriation Resolution 01-2025
Judge Agreement 2025
Prosecutor Agreement 2025
Designate Official Auditor
Designate Official Depository
Designate Official Newspaper

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council asked if the City pays for any services with the bank, Zollinger stated no. They discussed the new health insurance, Zollinger informed them that there have not been any claims submitted yet and that there have been some bumps, but staff is working through them. The 1% Sales tax was estimated to be around $220k, the City has received around $289k and will receive more for November and December of 2024.
- Fire Department – Courtney Zollinger – Dinwiddie is on a call, Council asked if the Firebar was still working, Zollinger stated that it was.

- Police Department –Kirk Ives – Council discussed the increase in SPV tags from 2024, Ives said they ordered 25 more than last year. Warkins asked about the dog tag day, Zollinger said it was last week. Council asked if they could get 2024 numbers for Flock, Ives will get those. Council thanked the Police Department for their service with the final number of calls and arrests from 2024.
- Public Works/Parks – Cole Hollis – Council thanked Public Works for their hard work with the snow and ice that came in. Council asked how they determine which streets to plow, Hollis stated if there is 3" of snow then they just plow the main roads, if there is 6" of snow or more, they plow the whole town. With this last storm, they plowed all streets except a few cul-de-sacs at least once.
- Senior Center – Amber Ives – Ives updated council on there being around 54 people at lunch today. Council discussed the tight space issue at the building. Zollinger will reach out to David Wells regarding the potential building expansion for the Senior Center.

1. Promotions

Chief Ives spoke about Officer Jacks meeting the time, experience and all qualifications necessary to be promoted to Sergeant. This promotion will not affect the 2025 budget. Officer Jacks came to the front to receive his Sergeant pins. Officer Jacks stated it's an honor to serve the citizens of Clearwater. He also thanked Officer Harp for bringing him to Clearwater, and the leadership of the Chief, Lieutenant and Sergeant. He said they were all good role models for him.
Dinwiddie and Berger are still on a call, this item will be revisited when they come in.

7. Business

a. Elect Council President

Mayor stated the President is elected by the board and steps up to become the Mayor in his absence or if unable to fulfill his term for any reason. Walter nominated Justin Shore; Palmer-Witt nominated Samantha Warkins. Mayor Ussery asked if they were willing to serve, they both said yes. Mayor Ussery took a vote; Shore as Council President – Robben, Walter and Shore said yes; Warkins as Council President – Palmer-Witt and Warkins said yes. Shore was elected as Council President. Mayor Ussery thanked Shore.

b. Release of Waiver

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 was estimated by the engineer to be $150,000 - $300,000. The price range is due to the 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' of the water line to help mitigate damage which has been added to the contract. If the water line is damaged the city will work with the contractor and get it repaired. If damaged, Clearwater Public Works is confident that they will be able to make the repair themselves. 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. Council asked if a notification will be done with the work being done, Hollis will be notified within 72 hours per the agreement and will be onsite. Council asked who would be responsible for any permits with the Railroad, Zollinger stated it would be Sedgwick County. Council asked if anybody would be without water in the event of a break, Zollinger stated there would not be.

Motion: *Shore* moved; ***Walter*** seconded to authorize the mayor to sign the release of waiver for the Tracy Bridge Work. Voted and passed unanimously.

c. Field Usage Agreement Kansas Curve

Jacob Baca, Kansas Curve Baseball, is interested in using the baseball field at the sport complex again. They will have 20 home games starting May 23, 2025, through August 3, 2025. The field will be used for games only. There will be no charge for spectators. The City Council set a fee of $150/game for 2024. The total collected last year was $2,400, there were some cancellations of games which they were not charged for. They will have access to the fields, lights, bathrooms, and trash service. There were no adjustments made to the field usage agreement. Council asked if they pay the fees all up front, Zollinger stated no, they are billed monthly and refunded if there are any cancellations. The concession stand usage was discussed, Kansas Curve will not be using it, but the option is there if they want and if any other groups wanted to use it during the games they could work that out with Kansas Curve. Council asked if the fees were in the fee schedule, Zollinger stated they were not since it isn't guaranteed they would be using the fields every year. Mayor Ussery stated that the agreement leaves room to change the fees. Council asked if there was any damage to the fields from them using it last year, Zollinger stated the field needed more "healing time" due to more activity on the field but no major damage was done. Currently there are no groups that utilize the concession building, Zollinger is almost certain the school does not. There are no fees to use the concession stand, if a group wanted to use it then they would provide the product. The bathrooms remain open. The only potential scheduling conflict would be if the school's baseball team made it to regionals and state, but the school would get priority and Kansas Curve is aware. Council asked if damages are included in the agreement, Zollinger stated it was, that is addressed in the agreement, everything is reviewed before the use begins and again at the end. Kansas Curve is issued keys at the beginning of their games and turn them in at the end of their season.

Motion: ***Warkins*** moved; ***Robben*** seconded to approve the Field Usage Agreement with Kansas Curve at $150/game. Voted and passed unanimously.

d. CD for 2024 1% Sales Tax Collected

The City has received $289,421.31 for the 1% City Sales Tax as of December 31st. The funds received will be used as a down payment on the major road project that is currently underway. A temporary obligation bond in the amount of 5,705,000 was issued. The temporary note will be due in 2027. 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.

Motion: ***Walter*** moved; ***Shore*** seconded to 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. Voted and passed unanimously.

e. South Central Sealing Proposal Section 4

To kick off the annual road maintenance project 2 years ago the Governing Body hired South Central Sealing who uses a product called Slurry Seal. This has been very successful. The South Central Sealing crews were great to work with and very responsive to questions the public or staff had. The Slurry Seal vs the Chip Seal worked well for Clearwater since there were complaints with the Chip Seal before. The total proposal submitted by South Central Sealing for Mastic Seal, Slurry Seal and Crack Seal for Section 4 in 2025 is $148,277.77. Section 4 includes all of S. 4th St. (south of Ross) and Park Glen and Park Glen Estates. Since Park Glen Estates is 2 years old, it is the perfect time to start the routine maintenance. For the 2025 budget, the Special Highway Fund had $150,000 for annual road maintenance and the General Fund had $25,000 for a total of $175,000. Since the Slurry Seal was used in the rest of the town, staff would like to continue using it and South Central Sealing is the sole source that they have been able to find. Council asked if this was the last section, Zollinger stated yes then it will go right back to Section 1. Council discussed not going out to bid since they are the sole source, and they approved for both section 3 and 4 last year but only voted on 3 for the funds. Robben stated he thought they did a good job, Zollinger agreed. This work will start in the summer. Council mentioned the section at 4th and Ross being an issue. Zollinger stated that Public Works has milled it down as much as they can. Council asked how that happened in the first place. Zollinger stated it is due to the County putting on overlay. They put it on 135th and 103rd then nothing on 4th which has created the bump. Mayor Ussery asked if a negotiation with the County could be made to have 200' blended in to help in the future, Zollinger will contact Lynn. Palmer-Witt asked if vehicles had to stay off the roads after the maintenance is done, Zollinger said for a few hours. Palmer-Witt said there was a complaint that it wasn't smooth on Salt Creek. Zollinger is unaware of this, it would have been the cracks filled there and someone must have dragged something over it after the work was done.

Motion: ***Palmer-Witt*** moved; ***Warkins*** seconded to hire South Central Sealing for section 4 annual road maintenance project. Voted and passed unanimously.

Shore asked when the City parking lots are maintained, Zollinger stated as needed and the Library is on for this year. Shore said the Senior Center should be looked at, Zollinger said that it was on the list to do.

1. Promotions

Mayor Ussery invited Chief Dinwiddie up for the promotion of Kyle Berger to Lieutenant. Dinwiddie spoke about promoting Berger from Firefighter to Lieutenant. Berger was 1 of 2 personnel who took the lieutenant test. Due to his experience, tenure and the need for a second Lieutenant, he was promoted. Lt. Berger came up front for recognition and pictures. Kyle thanked everyone. Mayor Ussery thanked him for his service to the community.

8. Governing Body

Walter – The Ministerial Alliance had a successful Holiday season. They collected gifts for families and had Christmas dinner. They will be putting their events out for 2025 soon.

Shore – He will be attending Local Government Day next Wednesday if anybody wants to go. He asked if businesses were responsible for clearing the adjacent sidewalks, Zollinger stated they were. He said most businesses did with 1 exception and suggested sending reminders out.

Warkins – The first meeting of the Fall Festival committee is January 20th. The Fall Festival will be October 3rd, 4th & 5th. She is not sure if members are needed yet, but volunteers are always needed.

Palmer-Witt – None.

Robben – The Clearwater Fire Department held their annual meeting with a great turn out. Jared is doing a good job recruiting and keeping members and is a good leader.

Ussery – The Recreation Commission held their monthly Community event on January 8th. The Mayor spoke at the event and thought it went well with interest from the community. Once a quarter the Mayor would like to maybe invite the community in for involvement. There was a lot of interest in the street project funding. The new Recreation Director is doing a good job and has been invited to meet with the governing body once she gets settled in. An invitation was sent to the new County Commissioner, he will send dates that work for him. Mayor Ussery would like the EMS agreement as one of his topics to discuss.

9. Executive Session

None.

10. Adjournment

Motion: ***Robben*** moved; ***Palmer-Witt*** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:13 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 January 14th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 28th day of January 2025.

____

Jaye Poe, City Clerk

Check Register Report

INSURANCE RESERVE ACCOUNT

City of Clearwater

BANK: FARMERS BANK

Date: 01/23/2025
Time: 12:52 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
FARMERS BANK Checks								
1	01/17/25	Printed			FARMERS	FARMERS BANK	JANUARY 2025 FCMI FEES	675.25
2	01/21/25	Printed			FREEDOM	FREEDOM CLAIMS	Jan admin Set up fee and Claim	933.84
					Total Checks: 2		**Checks Total (excluding void checks):**	**1,609.09**
					Total Payments: 2		**Bank Total (excluding void checks):**	**1,609.09**
					Total Payments: 2		**Grand Total (excluding void checks):**	**1,609.09**

Check Register Report

City of Clearwater	BANK: EMPRISE BANK	Date: 01/15/2025 Time: 9:22 am Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
51336	01/15/25	Printed			AMAZ	AMAZON BUSINESS	MARKING PAINT	460.48
51337	01/15/25	Printed			BBL1	B & B LUMBER	HEATERS FOR WELL HOUSES	147.96
51338	01/15/25	Printed			KACM	KANSAS ASSOC OF CITY & CO MGMT	2025 KACM DUES OSTGREN	100.00
51339	01/15/25	Printed			KMA01	KANSAS MAYORS ASSOCIATION	2025 MAYOR DUES	50.00
51340	01/15/25	Printed			KMIT	KANSAS MUNICIPAL INS. TRUST	2025 WORK COMP INSURANCE	44,221.00
51341	01/15/25	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	27 LOCATES DECEMBER	32.40
51342	01/15/25	Printed			KST1	KANSAS STATE TREASURER	12-24 COURT TREASURER REPORT	393.00
51343	01/15/25	Printed			KS STATE	KS STATEBANK	PIERCE ENFORCER PUMPER	39,363.67
51344	01/15/25	Printed			LC02	LAYNE CHRISTENSEN COMPANY	WELL #6 EMERG REPAIR EQUIP	16,921.80
51345	01/15/25	Printed			LOK1	LEAGUE OF KS MUNICIPALITIES	2025 LKM DUES	1,598.88
51346	01/15/25	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	WATER SAMPLES	135.00
51347	01/15/25	Printed			METRO	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS DEC 2024	3,406.21
51348	01/15/25	Printed			MIG1	MIZE'S THRIFTWAY	MEALS AND MEETING SNACKS	652.67
51349	01/15/25	Printed			MC05	MULVANE COOP	CYCLE OIL	128.32
51350	01/15/25	Printed			ONE	ONESOURCE TECHNOLOGY, INC	JANUARY IT SERVICES	4,167.00
51351	01/15/25	Printed			JUSTIN P	JUSTIN PATRICK	Officer Training Flight Reimbu	446.34
51352	01/15/25	Printed			PEI	PERSONNEL EVALUATION INC.	PREHIRE PEP TEST LYDEN	25.00
51353	01/15/25	Printed			PSY1	PRINTING SYSTEMS	2024 TAX FORMS	223.06
51354	01/15/25	Printed			RJ01	ROASTER JOE'S	CITY HALL DRINKING WATER	39.15
51355	01/15/25	Printed			SCDF	SEDGWICK COUNTY	DEC PRISONER HOUSING	14.46
51356	01/15/25	Printed			SCAC	SEDGWICK COUNTY ASSOC OF CITIE	2025 SCAC DUES	100.00
51357	01/15/25	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	2,037.07
51358	01/15/25	Printed			STELLAR	STELLAR STEAM CARPET CLEANING	CARPET CLEANING INTERVIEW ROOM	125.00
51359	01/15/25	Printed			SRS1	SUPERIOR RUBBER STAMP	PAID STAMP FOR UB FRONT COUNTE	62.20
51360	01/15/25	Printed			UNI	UNIFIRST CORPORATION	SUPPLIES	43.29
51361	01/15/25	Printed			WAMPO	WAMPO	WAMPO 2025 DUES	223.09
51362	01/15/25	Printed			WCI1	WASTE CONNECTIONS, INC.	JANUARY TRASH/RECYCLE BILLING	17,439.89
51363	01/15/25	Printed			WPF1	WATER PROTECTION FEE	4TH QUARTER WATER PROTECT FEE	913.95
51364	01/15/25	Printed			WSUE	WICHITA STATE UNIVERSITY	POE MINI MPA	1,050.00
					Total Checks: 29		**Checks Total (excluding void checks):**	**134,520.89**
					Total Payments: 29		**Bank Total (excluding void checks):**	**134,520.89**

Check Register Report

City of Clearwater BANK:

Date: 01/15/2025
Time: 9:22 am

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
3359	01/15/25	Printed			AFL1	AFLAC	DECEMBER AFLAC PREMIUMS	527.44
3360	01/15/25	Printed			BEAM	BEAM	DENTAL/VISION JANUARY PREMIUM	1,256.91
3361	01/15/25	Printed			BLUE	BLUE CROSS AND BLUE SHIELD	JANUARY BCBS PREMIUMS	17,161.58
3364	01/15/25	Printed			VISA	CARDMEMBER SERVICES	Keyholde - Ross/Gearhardt Pants - Pickens	8,313.94
3365	01/15/25	Printed			CLA1	COLONIAL LIFE	JANUARY COLONIAL LIFE PREMIUMS	87.30
3366	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W ROSS	331.03
3367	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	107 s. grain	54.44
3368	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS	345.88
3369	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	400 W. ROSS	302.07
3370	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	604 E. ROSS	231.71
3371	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	650 E.ROSS	489.36
3372	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS FIELD	132.13
3373	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	11159 S. 135TH W	295.74
3374	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	136.83
3375	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	901 CLEARCREEK	168.51
3376	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS PUMP	26.59
3377	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS METER 2	26.55
3378	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1100 E. ROSS PUMP	26.55
3379	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	602 E. ROSS	55.35
3380	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	81.00
3381	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,417.32
3382	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	62.08
3383	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9731 S. 135TH ST W SIGN	25.29
3384	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1200 E. ROSS PUMP	26.55
3385	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9801 S. 135TH W PUMP	245.51
3386	01/15/25	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	335.28
3387	01/15/25	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	DECEMBER WATER SALES TAX	380.29
3388	01/15/25	Printed			KGS1	KANSAS GAS SERVICE	901 CLEARCREEK	58.35
3389	01/15/25	Printed			KGS1	KANSAS GAS SERVICE	319 W. ROSS	564.60
3390	01/15/25	Printed			KGS1	KANSAS GAS SERVICE	149 N. FOURTH	313.21
3391	01/15/25	Printed			KGS1	KANSAS GAS SERVICE	129 E. ROSS	337.79
3392	01/15/25	Printed			KGS1	KANSAS GAS SERVICE	401 W. ROSS	273.86
3393	01/15/25	Printed			KGS1	KANSAS GAS SERVICE	921 E. JANET	282.72
3394	01/15/25	Printed			MERCHANT	MERCHANT SERVICES	DEC E COMMERCE CC FEES	702.40
3395	01/15/25	Printed			NUES	NUESYNERGY HEALTH SAV ACCT	1-3-25 HSA CONTRIBUTIONS	1,079.79
3396	01/15/25	Printed			RA01	PITNEY BOWES	POSTAL METER YEAR END MAILING	500.00
3397	01/15/25	Printed			SAM1	SAM'S CLUB	Breakfast w/ Santa	459.29
3398	01/15/25	Printed			VER	VERIZON WIRELESS	FIRE DEPT BROADBAND	40.01
3399	01/15/25	Printed			VER	VERIZON WIRELESS	STATEMENT	478.32

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount

Total Checks:	**39**	**Checks Total (excluding void checks):**	**38,633.57**
Total Payments:	**39**	**Bank Total (excluding void checks):**	**38,633.57**
Total Payments:	**68**	**Grand Total (excluding void checks):**	**173,154.46**

City of Clearwater
City Council Meeting
January 24, 2025

Consider Art Walk Special Event Permit

Context: The annual Art Walk will be held April 4, 2025 from 6 to 9pm utilizing businesses and store fronts on Ross from Gorin to Byers. The event has requested the use of City Hall, 100 E Ross (empty lot), and the Library.

Chief Ives has recommended the road closures on Ross Avenue between Prospect and Byers between 5:30pm to 9:30pm to allow for safe set up, attendance and tear down.

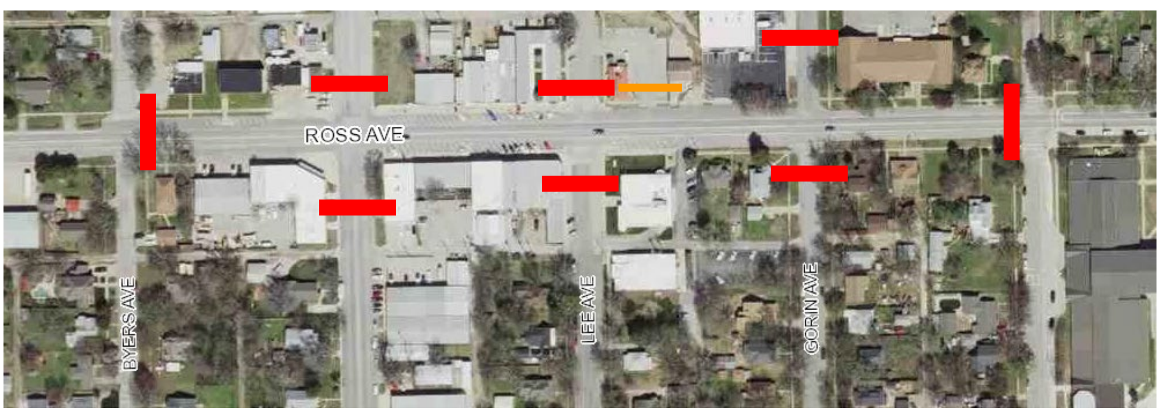
This event is supported by the Clearwater Community Foundation and sponsored by variance Clearwater organizations and businesses.

Notifications of the Road Closure will go out the affected businesses and homes prior to the event.

Financial: There is no financial consideration for the Special Event Permit

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the Mayor to issue the Special Event Permit for use of public property and approve the road closures for the 2025 Art Walk event.



CITY OF CLEARWATER, KANSAS
SPECIAL EVENT PERMIT
ON PUBLIC PROPERTY WITHIN
THE CLEARWATER CORPORATE LIMITS

Please return to the City building a minimum of **60 days** prior to the event.

Permitee: Tricia Nichols

Permitee Group or Organization (if any)**:** Clearwater Community Foundation

Permitee Address: 115 E Ross, Clearwater, KS 67026

Permit Date(s): Friday, April 4, 2025

Permit Hours: 5:30-9:30pm

Description of the Area to be Utilized Pursuant to this Permit: Ross Ave from Byers to Prospect

Description of Special Event Activities Permitted Pursuant to this Permit: Artists displaying/selling their work and musicians performing for the families that attend

Permit Conditions:

1. Hours of Operation: Pursuant to this permit, the above-described Area to be Utilized Pursuant to this Permit is permitted to be utilized for the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

2. Street Closure: The following street(s) are to be closed to non-emergency traffic on the Permit Date(s) during the Permit Hours: Ross Ave from Byers to Prospect

3. Parade: One parade spanning from N/A to N/A shall be permitted on one of the Permit Date(s) during the Permit Hours. In accordance with Section 8 below, Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for the removal of any trash or other debris generated during the course of such parade.

4. Posting: During the entire time this special event permit is in effect, it shall be conspicuously posted within the above-described Area to be Utilized Pursuant to this Permit.

5. Emergency Vehicle Access: A clear path for emergency vehicle access should be maintained across and through the above-described streets on the Permit Date(s) during the Permit Hours.

6. Setbacks: All carnival rides, amusements, midway games, concessionaire stands and equipment as well as all other temporary structures erected in the above-described Area to be Utilized Pursuant to this Permit shall be set back not less than forty (40) feet from all street rights-of-way not closed to non-emergency traffic as set forth above.

7. Adequate Sanitary Facilities: Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for assuring that the above-described Area to be Utilized Pursuant to this Permit contains adequate sanitation facilities. Adequate sanitation facilities shall be determined on the basis of one (1) temporary restroom facility per one hundred (100) estimated people in attendance per hour. In this regard, Permitee, in conjunction with the Permitee Group or Organization (if any), shall provide 0____ (_) porta potties, properly secured by stakes to the ground, to be utilized in conjunction with the above-described Special Event Activities within the above-described Area to be Utilized Pursuant to this Permit. Additionally, the City of Clearwater will also open its public restroom facilities located within the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

8. Trash: Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for providing the appropriate number of trash containers to contain any trash or other debris generated during the above-described Special Event Activities within the Area to be Utilized Pursuant to this Permit, including the placement of containers by all concession areas. Permitee, in conjunction with the Permitee Group or Organization (if any), is also responsible for the removal of any trash or other debris generated during the course of the above-described Special Event Activities from the Area to be Utilized Pursuant to this Permit as well as its surrounding vicinity.

9. Indemnification: Permitee, in conjunction with the Permitee Group or Organization (if any), shall assure that the City of Clearwater is indemnified against any and all losses incurred in connection with the above-described Special Event Activities by procuring and attaching to this Permit the following insurance coverage which names and indemnifies the City from any and all liability in this regard on a primary and non-contributory basis and includes a waiver of subrogation in favor of the City of Clearwater:

- General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 per aggregate;
- Workers' compensation coverage for all event employees or volunteers; and
- Umbrella insurance with limits no less than $1,000,000.

10. Permits: A Special Event Permit fee of $0.00 is required to be paid to the City of Clearwater prior to Permit issuance. The Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for filing and obtaining all additional necessary and/or appropriate permits and licenses. All costs of such permits and licenses will be the responsibility of the Permitee, in conjunction with the Permitee Group or Organization (if any).

11. Compliance: Strict compliance with all applicable state and local statutes, codes, ordinances, resolutions, rules and regulations as well as the terms and conditions of this Special Event Permit is a condition precedent to the continued validity of this Permit. Any failure to comply immediately nullifies the validity of this Permit. Upon written notice of such nullification to the Permitee or any other member of the Permitee Group or Organization (if any) from the Mayor of the City of Clearwater, all of the above-described Special Event Activities shall immediately terminate. Any continuation of the above-described Special Event Activities in violation of such written notice of nullification may constitute violation(s) of applicable state and local statutes, codes, ordinances, resolutions, rules and regulations.

ISSUED this _____ day of ___________, 202_.

____
MAYOR, BURT USSERY

SEAL
ATTEST:

____
CITY CLERK, JAYE POE

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: January 24, 2025
Re: Administration Report

- There will be a Public Building Commission Meeting before the first council meeting in February at 6pm.
- Working with the school's athletic director and superintendent regarding field usage at the sports complex. The school should have a returned field usage agreement ready by the next council meeting.
- Phase 2 of Indian Ridge will break ground this year. This will connect Indian Lakes Drive in Indian Lakes. I am working with Garver to get the engineers estimates and engineering contract started for that phase of the project.
- Amber, Tricia and I have started work on a grant application for installing a crosswalk across 4th street and Janet and a sidewalk along the south side of E Janet all the way to Indian Lakes Dr. Amber and Tricia will attend the Q & A and I am working with Triple B on pricing.
- I have asked South Central Sealing to give a quote on adding asphalt to the south end of 4th street to alleviate the bump at the intersection. I have also asked them to quote resurfacing the alley behind city hall and pave the lot where the police park their cars behind city hall.
- Shackleford Machine has asked for the alley behind their building to be paved. I will need to get CED for grading and building up the base to handle heavy truck traffic. Shackleford understands they will need to pay for the improvements.
- W-2's and 1099 have been mailed out.
- Workers' Compensation audits have been conducted for City, Library, Historical Society, and Cemetery.
- Jaye and Jamie have reviewed 3 court software's that are offered in Kansas. The current software gWorks will be end of life December 2025.
- Spoke with Southern Star a little more about annexation. They had a question about city taxes and were informed that when they are annexed into the city they would then be responsible for paying city taxes in addition to the taxes they are already paying. Current taxes they pay is around $22,000 for school and county, by adding city their taxes would increase by roughly $11,000. They were just seeking information at this time.

Dates to Remember

- February 11th – Public Building Commission Meeting 6PM
- February 17th – City Offices Closed
- February 17th – Fall Festival Meeting 6PM
- April 4th – Annual Art Walk
- April 19th – City Wide Clean-up

Active Nuisances/ Code Violations

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

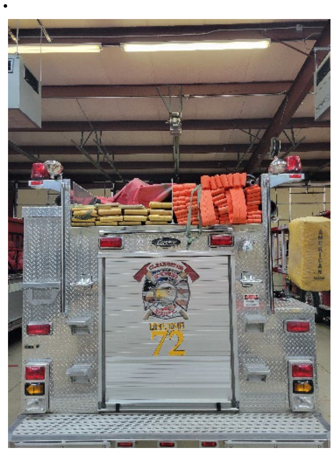
To: Mayor and City Council

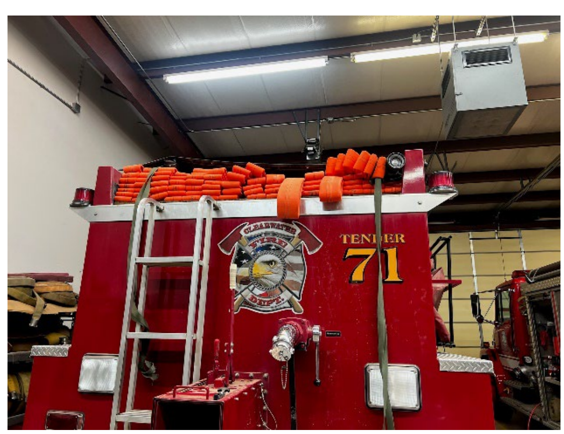
From: Jared Dinwiddie
Clearwater Fire Chief

Date: January 23rd, 2025

Re: Fire Department Staff Report

- Clearwater Fire responded to **13** medical calls and **2** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **1** emergency call.
- To Date: The CRV has been unstaffed **1** time.
- CMO Patrick attended the SUCO Chief's meeting on the 16th. Main discussion was the building of the new Evergy plant new Conway Springs. Radio transition to the 800 system is currently scheduled to go live in March.
-
- CMO attended Sedgwick County Medical Officer's meeting on 22nd. Main discussion was over protocol changes and changes to the credentialing system.
- CMO Patrick attended a Fire Leadership class at Derby Fire Department on the 21st.
- The department purchased 2 new Mustang Ice Commander rescue suits.
- Members loaded our new 2.5" hose on T71 and E72 at our last fire meeting on the 21st.





To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: January 23, 2025

Re: Police Department Staff Report

Officers:

Office Ross is back to work, and his baby and mother are doing very well.

Officer Jacks was promoted to Sergeant and has been working with SGT Pickens with the duties of being a Seargent. Sgt Jacks is off to a good start.

Sgt. Pickens has been working with Lt Gearhardt and Sgt Jacks this past week with cases for the DA's Office.

Lt Gearhardt has been completing state law audits. The department completes this every year.

The department has been looking for a part-time officer after Officer James Baney stepped down for personal work reasons. We believe we have a good candidate to fill his spot. I will be presenting a name at the next meeting if all goes well.

If all goes well, we may fill our full-time position in the future with this same officer.

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:

We will be getting a new vehicle this year and I have been in touch with Superior for the requirements for the next vehicle. We should have it in March or April. This will be a Ford SUV.

Matters of interest since last meeting on Police Activity:

We have had 43 dispatched/report calls with 8 arrests and 9 citations issued since my last report. (Does not always include self-initiated calls).

I was asked about FLOCK at the last meeting. As a department we used Flock 101 times for our case inquiries and to assist with solving cases in 2024. This is around 2 hits a week for the year. We also had 146 hits to assist the county and other agencies in Sedwick county. We are very pleased with the outcome of the FLOCK cameras.

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: January 28, 2025

Subject: Public Works Summary

1. Bought and stored Parking stops for the library
2. Break down old meters
3. Defrost frozen meters
4. Replace lights in fire station
5. Replace lights in old shop
6. Replace broken corrugated sunlight panel at old township building
7. Move city limit signs to south side of 95^{th} St on N 4^{th} Ave, Diagonal, & N Tracy Ave
8. Replace the hit stop sign at 4^{th} & Park
9. Reinstall fluoride pump at well 6
10. Start changing oil and other preventive maintenance on equipment
11. Replace block heater on Bucket truck
12. Deliver commodities to senior center
13. Haul snow piles off of parking on E 100 block of Ross Ave

Clearwater Senior Center

Staff Report

January 23, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

January has been a rough month due to the bitterly cold weather. When it is simply too cold and unsafe, the senior center will be closed. My goal is to always keep the seniors in our community safe. All activities that need to be rescheduled have been.

This year we are starting a couple of new exercise classes. Our new Weights for Seniors is taught by Karen Matzen and Carol with the Recreation Commission will be teaching Balance and Stability classes. The balance class will focus on how to maintain our balance and what to do when/if they have fallen.

February has several new speakers coming in and I am excited to get additional information into the hands of seniors.

Please mark your calendar for 2/15 for our Valentine's Dinner in partnership with Advena Assisted Living.

Respectfully,
Amber Ives
Senior Center Coordinator

City Of Clearwater, Kansas

Office Of The Mayor

129 E Ross Avenue Clearwater, KS 67026

Proclamation

Whereas: February 1-29, 2025, has been designated Career and Technical Education (CTE) Month® by the Association for Career and Technical Education; and

Whereas: CTE offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and

Whereas: students in CTE programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

Whereas: CTE provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

Whereas: leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with careers in critical and growing CTE-related fields, such as advanced manufacturing, cybersecurity, energy, health care, information technology, and transportation; and

Whereas: CTE prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

Whereas: CTE programs ensure that employers have access to a qualified and thriving workforce, ensuring our nationis a strong and competitive economy;

NOW, THEREFORE, I, Burt Ussery, Mayor of Clearwater, Kansas , do hereby proclaim February 2025 as:

CAREER AND TECHNICAL EDUCATION MONTH

In the City Of Clearwater, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Clearwater to be affixed on the 3rd day of February.

Burt Ussery
Mayor

City of Clearwater
City Council Meeting
January 24, 2025

Facility Usage Agreement with Chisholm Trail Recreation Commission

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Context: During the 2025 budgets for both the City of Clearwater and the Chisholm Trail Recreation Commission budgeted for the Rec to support the city's facilities for 2025. The Rec Commission approved a total of up to $75,000 for contractual services at the city's parks. This was approved with the understanding the Rec would be able to use the city's facilities without being charged an additional reservation fee.

The agreement includes language that allows the Rec Director, Carol B, to reserve the city's facilities through a reservation portal or by contacting city hall. We will issue the Director a log-in to block off times for the Rec's activities when using city facilities.

Last year there was grumbling that the Rec had all the days blocked for practices but weren't using it. Carol B and I discussed that the Rec would be given 5 days per week to schedule their practices. Once their practice schedules have been established, she will remove the "blocked" times that are not being used by the Rec teams. The same goes for games.

The other point the Rec Commission wanted to include in the Facility Usage Agreement is the "per player fee" AYSO. In 2024 the council waived the per player fee for the AYSO since they already set their registrations up that didn't include the per player fee. The council decided that all new registrations for the spring AYSO would need to pay the $15 per player fee. Since the Rec Commission is willing to contribute up to $75,000 and they don't offer soccer, they would like the soccer's per player fee to be waived the same as the reservation fees for the Rec.

Financial: The city will submit invoices to the Rec Commission for reimbursement as they are received. During the budget adoption they approved to give up to $75,000 in support of the contractual labor that is used for the city's parks.

Legal Considerations: Counsel has reviewed the agreement.

Recommendations/Actions: Authorize the Mayor to sign the 2025 Facility Usage Agreement with Chisholm Trail Recreation Commission.

FACILITY USAGE AGREEMENT

1. PURPOSE

The purpose of this Agreement is to define the terms of the Agreement between Chisholm Trail Recreation Commission (Occupant) and the City of Clearwater (City) for the utilization and maintenance of the Chisholm Trail Sports Complex, City Park, and their facilities. The Agreement will clarify the roles and responsibilities of the entities.

2. RESPONSIBILTIES OF THE CITY

2.1 The City owns the Clearwater City Park, the Chisholm Trail Recreational Sports Complex, the Chisholm Trail Outdoor Recreational Sports Complex Building, shelters, gazebos, scoreboards, lights, other improvements located on said property, and adjacent parking lots. These properties are located on East Ross 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 manage mowing and watering services to the Facilities. This work will include maintenance and repairs to the irrigation system. This work will also include spraying and maintenance of the fence lines. The City will coordinate watering schedules with the Occupants’ use of the Facilities, including practice and game times.

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

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

2.6 The City shall always have access to all portions of the Facilities 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 keys to the same. 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 three keys for each such lock shall be furnished to the City Clerk

2.7 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other storm, explosion, or earthquake, or by any other unavoidable casualty as to become unusable, then the City may elect to either rebuild or put said Facilities in good condition and fit for occupancy within a reasonable time after such total or partial destruction, or may give notice, in writing, terminating this Agreement. If the City elects to repair or rebuild said Facilities, the City shall give reasonable notice after such injury of its intentions to repair and proceed to do the same.

3. RESPONSIBILITIES OF THE OCCUPANTS

3.1 The Occupant will schedule activities, games, practices, events, and any usage of the Facilities with City Staff or through the reservation portal. 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 or through the portal.

3.2 Proper facilities and field maintenance techniques will be used.

3.3 The Occupant shall be responsible for installing and removing any temporary structures (when events are completed), including fence, that is needed for their play on city property.

3.4 Occupants will ensure trash is properly contained and disposed of after every use of the Facilities. Occupant must ensure trash bins are brought to the roadside for pick up on Wednesday evenings during baseball/softball season.

3.5 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 or consumed at the Facilities.
e. The Concession stand will comply with all applicable health regulations relating to the concession operations.

3.6 The Occupant 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.

3.7 The Occupant 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.

3.8 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.

3.9 At the end of the season all banners/ placards, equipment, practice equipment, and any other property owned by Occupant or its teams are to be removed from each field.

4. TERM

The terms of this agreement shall be from the executed date of the this document to the end of the calendar year.

5. FEE

5.1 There will be no fee for use of the facilities.

5.2 The occupant agrees to contribute up to $75,000 to the contractual labor to maintain the city's facilities.

a. The contribution will cover all usage of the facilities where a reservation fee has been established and the per player cost for all AYSO participants.

b. The occupant may schedule a special pool party during the open season that does not coincide with any regularly open swim schedule or time frame for the public to schedule pool parties. Occupant will cover the cost of staffing for the special pool party.

5.3 The City will submit invoices to the Occupant for approval of reimbursement. Reimbursements are not to exceed $75,000

6. GENERAL TERMS AND CONDITIONS

6.1 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.

6.2 The Occupant will be given priority on usage of the facilities after USD 264.

6.3 The Occupant will be allotted a reservation for the use of the city ball fields for practices from April, 2024, through May, 2024, 5 nights per week from 5:00PM until dark. The occupant will have a choice on which days they choose at the beginning of their season and will coordinate knowledge of open availability within those time frames.

6.4 The Occupant will have priority for use of the ball diamonds for games after USD 264 from the beginning of their regular game schedule through end of their season Monday through Friday from 12:00PM until 8:00PM.

6.5 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.

6.6 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.

6.7 The Occupant have access to storage of equipment at the Facilities. Storage will be properly designated to each Occupant. The Occupant shall maintain the interior portions of the storage facilities in good repair. The Occupant shall have no right to make any claim against the City for damage to property stored at City Facilities, absent an incident of gross negligence or intentional conduct by a City employee.

6.8 Prior to the beginning of the baseball/ softball season a representative of Occupant will do a walkthrough of the property with the City's Parks and Facilities Superintendent 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.

6.9 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.

6.10 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.

6.11 All vehicles will be parked in the parking lot, even for loading and unloading equipment. The Occupant shall not allow motor vehicles to drive on any portion of the property that is irrigated.

6.12 When damage occurs to the Facilities, the Occupant must notify the City and get City approval for any plan to repair the damage.

7. 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 replacement or repair of any Occupant property damaged, lost, stolen, etc. while maintained in City Facilities.

8. MISCELLANEOUS PROVISIONS

8.1 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.

8.2 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 18^{th} Judicial District Court in Sedgwick County, Kansas.

8.3 This Agreement is effective as of the date of signing by both parties (Effective Date).

8.4 This Agreement is effective for one calendar year at a time.

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

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

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

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

______________________________	______________________________
CITY OF CLEARWATER	CHISHOLM TRAIL RECREATION COMMISSION
By:___________________________	By: ___________________________
Date: ______________________	Date: ______________________

City of Clearwater
City Council Meeting
January 28, 2025

Fireworks Sale Permit Fee

Context: This year the school will be teaming up with Armory Fireworks/ Victory Pyrotechnics instead of Wholesale fireworks this year. Cody Hanna, owner of Victory Pyrotechnics, would like to ask the city council to entertain waiving the sale and discharge permit fee in support of the schools fundraiser. Victory and Armory are proposing to have a community event around June 27th or 28th where food vendors, games, and product demonstrations of items sold at the stand. Following that Victor would like to have a stadium-style display on the football field.

The idea would be that Armory and Victory would do the demonstrations and display while the school and city work together to provide food and entertainment.

The school has not yet approved the use of the stadium for the display as this is just initial discussions on if either party are interested in something like this.

Mr. Hanna would like to try and bring back a Celebrate Clearwater event like there was back in 2018/ 2019. The council did discuss this very thought a couple of years ago and tried to get community input. While there were people supporting it there weren't people who wanted to do it at that time.

Financial: The price of the fireworks sale permit is $6,000 per tent and the discharge fee is $100. During the 2025 budget process the city did anticipate a revenue of $6,000 to help offset taxes and to not invest in a fireworks show and put the permit fee towards the general fund.

Any fee not charged to the fireworks tent is an addition to the students fundraiser that goes towards their DC trip.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Give staff direction on how to move forward with discussion with Victory and Armory on their proposed community event.

City of Clearwater
City Council Meeting
January 24, 2025

Reline 8" Sewer Mains

Context: After the 2024 Mayer sewer cleanout Cole Hollis reviewed the videos and has determined there are about 1,600 linear feet of 8" sewer line that needs to be relined to ensure there is continuous flow downstream. The areas that need relined are highlighted in the pink on the next page. Relining a sewer line is a trenchless repair method where a new, flexible liner is inserting into an existing damaged pipe. This is a less invasive and cost-effective way to fix damaged sewer lines.

Mayer Specialties and HK Solutions are the two contractors in Kansas that handle this size of job.

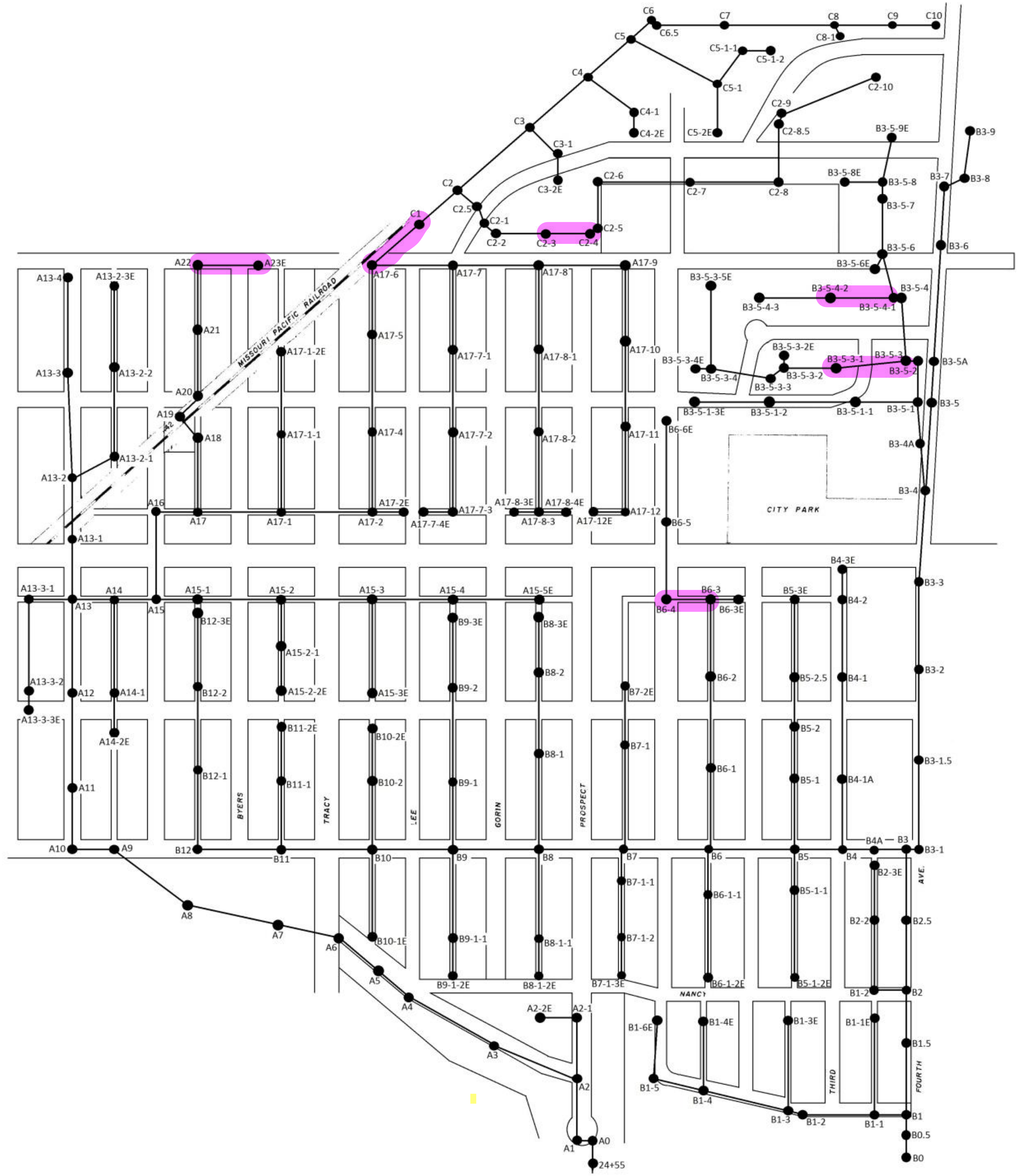
Mayer Specialties quotes $43.26 linear feet. HK solutions quoted $45.00 - $48.00 linear foot plus mobilization. HK Solutions would need to review the video footage before they would firm the quotation.

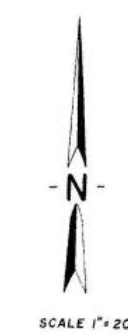
Financial: The sewer department has been putting money into the equipment reserve for several years to reline the wastewater lines. The current balance for relining wastewater is $124,000.

For the 1,618 feet if sewer that needs relined the price is $43.26 per linear foot or $69,994.68

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the price of $43.26 from Mayer Specialties for relining 8" sewer mains utilizing equipment reserve funds.





WYE MAP OF CLEARWATER, KANSAS

REISS AND GOODNESS ENGINEERS
2160 E. DOUGLAS–WICHITA, KANSAS
1979