



City of Clearwater Council Meeting Agenda
Tuesday February 11, 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. [Accept Resignation – Fire Department](#)
 - d. [Approve Hire – Part Time Police Officer](#)
- 6. Staff Reports**
- 7. Citizen of the Year Award – 2024**
- 8. FFA Presentation**
- 9. Business**
 - a. **Action:** [Approval Engineering Contract with Garver for Indian Ridge Phase 2](#)
 - b. **Action:** [Approve Certified Engineer Design, P.A for Indian Ridge Phase 2 Plan Review Proposal](#)
 - c. **Action:** [Accept Petitions for Improvements to Indian Ridge Phase 2](#)
 - d. **Action:** [Adopt Resolutions for Improvements to Indian Ridge Phase 2](#)
 - e. **Action:** [Approve Purchase of Police Vehicle](#)
 - f. **Action:** [Median Removal](#)
 - g. **Action:** [2024 Carryover Reserve](#)
 - h. **Action:** [Field Usage Agreement – USD 264](#)
- 10. Governing Body Comments**
- 11. Executive Session**
- 12. 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 28, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

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

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Councilmembers; Crystal Walter, Justin Shore, Shirely Palmer-Witt and Tim Robben.

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Cole Hollis, Amber Ives, Justin Jacks, Jared Dinwiddie and City Attorney, Jennifer Hill.

3. Approval of Agenda

Mayor Ussery stated the presentation from Future Farmers of America needed to be removed.

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Art Walk Special Event Permit

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – There will be a Public Building Commission Meeting the first meeting in February at 6 p.m. There will also be a workshop in April on the 5th Tuesday. Council asked how the nuisances were going, Zollinger said she believes it is going well. He is working with residents; extensions have been granted and if he has questions regarding the city code Zollinger is able to answer them. Zollinger informed Council that City Hall has not received any complaints about Professional Code Compliance or the work he is doing. Council mentioned the alley behind Shackleford having residential behind it. Zollinger stated that Shackleford is requesting the alley to be paved, engineering will be involved and all equipment utilizing the alley will be taken into consideration when plans are made. More than likely, it will be concrete and Shackleford is aware that they will assume the cost. The 20' alley distance complies with City Code. Mayor Ussery wanted to mention that this paved alley will not be for additional parking or for storage, Zollinger added that it is still an easement for the City. Council asked if the trash pick up was behind the building, Zollinger believes it is.
- Fire Department – Jared Dinwiddie – Council asked if they have scheduled training with the new ice suits. Dinwiddie stated they just picked them up today but will at least practice putting on the suits at their

meeting next week and will plan to train with ice if the opportunity presents itself. Council asked if they need more volunteers, Dinwiddie said they are always looking for volunteers but are doing good with the 26-27 people they currently have for the size of the community. Zollinger mentioned that Dinwiddie and Patrick have done good implementing goals for volunteers to be actively engaged. Dinwiddie also changed the radius within 5 miles of Clearwater to be a member, which he believes has helped. Council asked if the Sumner County going to the 800 system would hinder the department, Dinwiddie stated it shouldn't once he and Patrick work out the specific template and get it uploaded to the current radios. The current 800 radios in the inventory are limited. They will continue to submit for grants and put money into reserves for new radios.

- Police Department –Justin Jacks – Chief Ives is in Topeka for a legislative review representing Sedgwick County with the Chiefs of Police Association. Mayor Ussery asked how his first week of being a sergeant was going, Jacks stated it is going well, he is taking on new responsibilities. Jacks added that the Police and Fire departments have been working together to do another mock accident at the High School on April 24th. They do this every couple of years around prom in hopes to bring awareness to destructive decisions and distracted driving. Council asked about the flock cameras operations, Jacks stated they added 2 more this year and get notified almost instantly of any warrants or know issues. The new cameras were installed on the Cemetery road and just West of town, the original 2 are at S. 95th and 35th and near the High School. The information has been used to assist other agencies as well and was utilized around 101 times in 2024.
- Public Works/Parks – Cole Hollis – None.
- Senior Center – Amber Ives – The Valentine's dinner is at 6 pm on February 15th.

7. Proclamation

Mayor will speak on this during his comments.

8. Business

a. Facility Usage Agreement Clearwater Recreation Commission

During the 2025 budget for the City and Chisholm Trail Rec Commission, the Rec approved a total of up to \$75,000 for contractual services at the city's parks/recreation. This is equivalent to about 2.5 Mills for the City. 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 to reserve the city's facilities through a reservation portal or by contacting city hall. A log-in will be issued to the Director to block off times for the Rec's activities. Last year there were issues with the Rec not using all reserved spots. As far as reservations, the School gets priority, then the Rec and then other teams. It was understood that the Rec would block off all times needed at the beginning, and as game/practice schedules were finalized, the unused blocks would be released to allow for public reservations. The other point the Rec Commission wanted to include in the Usage Agreement was the "per player fee" for AYSO. In 2024 the council waived the per player fee for the AYSO since the registrations were already set that didn't include the per player fee. AYSO approached the Rec for support prior to the City waving the fee, they decided not to for 2024 but would like to include the "per player fee" for AYSO into their usage agreement since the Rec does not offer soccer. Since they are willing to contribute \$75,000, they are requesting usage of the facilities as needed, cover the AYSO fee and a pool party. They will cover the cost for staffing and pick a date not conflicting with public swim, public reservations or City usage. Swim Team and lessons are during the first month and a half to 2 months of the season and Senior Swim is worked into the pool schedule. City Attorney, Jennifer Hill looked over the agreement and changed some of the language in the fee side on the agreement that was included in the agenda packet. Suggested changes were in the Fee section: "There will be no fee for use of the facilities" to "Occupant agrees to reimburse the City for the costs of its contractor in providing maintenance for the Facilities up to \$75,000 for the mowing, chemical spraying, and irrigation maintenance for the parks used by the Occupant and/or AYSO activities." "The city will submit invoices from its contractors to the Occupant for reimbursement. Reimbursements will not exceed \$75,000." "The Occupant will

cover the staffing costs of any pool party as referenced.” Zollinger and Carol B have worked together through this agreement and are both comfortable with it. Council discussed the fee for AYSO being for 120 kids, totaling about \$1,800 and the cost to maintain the soccer fields. The language allows for the maintenance and use of all City parks: City Park, Ponds, Pool and Sports Complex. The contractual labor costs for Whitney Landscaping, TruGreen and Irrigation by Design total around \$76,000 annually for all parks. Council asked that it be stated again that as soon as blocks are not needed, they get released as quickly as possible. Zollinger stated the coaches will meet to set their schedule and times not needed will be released after that. Council discussed being mindful of the time to prep the fields, Zollinger has discussed these concerns with Carol B. The City blocks off the entire day for school and KS Curve and will do the same for the Rec games now. The Rec will review this agreement in February. Mayor Ussery read all the changes to the governing body.

Motion: Palmer-Witt moved; **Shore** seconded to authorize the Mayor to sign the 2025 Facility Usage Agreement as stated with Chisholm Trail Recreation Commission. Voted and passed unanimously.

b. Waive Fireworks Sale Permit Fee

This year the school will be teaming up with Armory Fireworks and Victory Pyrotechnics instead of Wholesale fireworks. Council discussed the City only issue permits for the sale of fireworks a couple of months ago and that anyone can apply for a permit. 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 school fundraiser. The price of the fireworks sale permit is \$6,000 per tent and the discharge fee is \$100. Victory and Armory are proposing a community event around June 27th or 28th with food vendors, games, and product demonstrations of items sold at the stand. Following that, Victory would like to have a stadium-style display on the football field which needs to be approved by the school. The idea would be that Armory and Victory would do the demonstrations and displays, while the school and city work together to provide food and entertainment. Mr. Hanna would like to try and bring back a Celebrate Clearwater event like there was back in 2018/2019. The school has not approved the use of the stadium or signed up to do games/food vendors this is just initial discussions to see if Council would entertain waving the fees. In the past the revenue from the permit fee went towards a fireworks show, but the City has opted out of a fireworks show for the last 2 years, and the revenue goes into the general fund to offset property taxes now. Staff is looking for direction on how to proceed with the request to waive \$6,100 and have a Celebrate Clearwater sponsored by the City. Council asked if the fee was waived, would it go directly to the DC trip, Zollinger stated it would not, it would just be one less expense when Armory is figuring out the percentage of revenue that would go back to the school. Robben and Palmer-Witt are not in favor of this idea, a precedent was set a couple of months ago and they would like to stay consistent. Shore stated it was mentioned to bring a 4th of July event back and would like to see that if an organization is willing to do that, Zollinger reiterated they would only do the fireworks portion and would rely on City and School to organize the event. Zollinger reminded Council that City Code allows firework sales 7 days before the 4th and can discharge them starting July 1st unless a discharge permit is obtained. Mayor Ussery is concerned that the community will see this and think it is okay to shoot off their fireworks not within the window allowed by City Code on top of the complaints he receives every year for the disruption to the residents and pets. He is also concerned that the City does not have the staff to organize an event of this nature. Mayor Ussery would entertain the event if Mr. Hanna were to submit a written proposal to include a planning committee to organize the event, the city facilities he wishes to utilize, and only displaying the fireworks in which the tent is selling. He stated the governing body is not in favor of waving the fees, but he can submit that request. Zollinger mentioned that there has not been an application submitted for a fireworks tent yet. Shore mentioned the “quiet” fireworks that other communities have implemented within and Ordinance. Zollinger can ask around.

c. Reline 8” Sewer Mains

After the 2024 Mayer sewer cleanout Cole Hollis reviewed the videos and has determined there are about 1,600 linear feet of sewer main that needs to be relined due to roots and some cracks. The reline would be a sealant on the inside that makes it almost new again. 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. The range from HK is due to needing to review the video footage. Each Year the sewer department puts money into equipment reserve for several years to reline the wastewater lines. The current balance for relining wastewater is \$124,000. For the 1,618 feet it would cost \$69,994.68. Council asked if this would interrupt service to residents, Hollis said that it would for a few hours and the residents affected would be notified. Palmer-Witt asked how often the cleaning is done, Hollis said a third of the town is done annually. Council asked the last time something like this

was done, Zollinger stated it has been a few years. The areas needing relined are mostly from the most recent videos submitted, there were a couple that were from previous years (2). It was just more cost effective to do more at once since they weren't needing done immediately per Hollis. Council asked if the amount being put into reserves is enough, Hollis and Zollinger believe that it is since the last time a reline was done was when Ernie was Director. The line near the bridge will not affect the work needing done there.

Motion: *Walter* moved; *Palmer-Witt* seconded to approve Mayer Specialties for relining 8" sewer mains utilizing equipment reserve funds not to exceed \$70,000. Voted and passed unanimously.

8. Governing Body

Walter – None.

Shore – A lot of good topics were discussed at the Local Government day in Topeka, he will compile his notes and get them to the governing body.

Palmer-Witt – None.

Robben – None.

Ussery – Mayor Ussery has been asked by the Family Career Community Leaders of America (FCCLA) group at the High School to read a proclamation for the Career and Technical Education Month and will be presented on the 2nd at the High School. The K-State Research & Extension Assessment has been sent to the governing body and Courtney has reached out to them to tell them the City is interested in participating. Hammer's Foundation applied for a \$1,000 grant from the Grassland Heritage Foundation and was awarded it. The Kay Club at the High School has submitted a \$2,000 grant, if awarded it will be used for grasses identification signage at Hammer's Prairie Park. The FFA was going to present a signage project to council tonight. An anonymous \$20,000 match grant was given to the foundation plus \$600 and a \$25,000 donation in the name of a new structure for the park. The logistics are still being worked out for this structure. The Hammer's Foundation will have their history and future of the park presentation on Friday the 31st. The Mikesell family has donated funds as well. This property was gifted to the City as a park, any work being done will come to Council for approval. If funds are unavailable, the project will be put on hold. Park Glen Estates was sold at auction, Courtney will speak with the new owners regarding the median. It has been a safety issue, knocked over twice and Emergency vehicles may have difficulties getting through if people are parked on either side of it. Zollinger stated a permit has already been issued. There are 3 lots remaining in Chisholm Ridge.

9. Executive Session

None.

10. Adjournment

Motion: *Shore* moved; *Robben* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:31 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 28th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 11th day of February 2025.

Jaye Poe, City Clerk

Check Register Report

Date: 01/28/2025

Time: 2:04 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								
51365	01/29/25	Printed			AMAZ	AMAZON BUSINESS	WATER PUMPS	592.87
51366	01/29/25	Printed			AXON	AXON ENTERPRISE, INC	PD 3 pack taser batteries	310.50
51367	01/29/25	Printed			BTM	BOUND TREE MEDICAL	MEDICAL SUPPLIES - ASPIRIN	643.72
51368	01/29/25	Printed			CLEARWATE	CLEARWATER PUBLIC LIBRARY	1/17/2025 Library Appropriatio	75,400.30
51369	01/29/25	Printed			DOS1	DIGITAL OFFICE SYSTEMS	Copier Color Overage	12.72
51370	01/29/25	Printed			GAL1	GALL'S INC.	PD SGT PINS & BADGES FOR JACKS	77.17
51371	01/29/25	Printed			H002	HACH COMPANY	TESTING SUPPLIES	538.75
51372	01/29/25	Printed			HOME	HOME DEPOT	SILICONE, CAULKING, BATTERIES	123.48
51373	01/29/25	Printed			IVES/A	AMBER IVES	MILEAGE REIMBURSE	221.58
51374	01/29/25	Printed			JHS1	J & H STORAGE	PD February Storage Rent	65.00
51375	01/29/25	Printed			LFP1	LEASE FINANCE PARTNERS	Copier Lease	579.16
51376	01/29/25	Printed			LRE1	LEE REED ENGRAVING, INC.	24 Citizen Of Year Award George Rudy	132.00
51377	01/29/25	Printed			LIFE	LIFEGUARD TRAINING	SECOND 1/2 LIFEGUARD TRAINING	100.00
51378	01/29/25	Printed			MCDONALD	MCDONALD TINKER PA	December Attorney Fees	1,014.60
51379	01/29/25	Printed			MHF1	MEL HAMBELTON FORD	PD Veh #5 Oil Change	196.84
51380	01/29/25	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	REGULAR ENVELOPES	170.75
51381	01/29/25	Printed			PEARSON	PEARSON CONSTRUCTION LLC	Parment request #4	278,673.75
51382	01/29/25	Printed			PCA1	PETTY CASH	POLICE CAR WASH	30.00
51383	01/29/25	Printed			JAYE	JAYE POE	Mileage for KMU McPherson 93.2 miles round trip from hom	62.44
51384	01/29/25	Printed			PP,INC	POSTALOCITY	Mail January Bills	900.00
51385	01/29/25	Printed			REAP	REAP	2025 REAP DUES	561.00
51386	01/29/25	Printed			RJ01	ROASTER JOE'S	POLICE DEPT DRINKING WATER	23.49
51387	01/29/25	Printed			WTC1	WICHITA TRACTOR CO.	HYDRAULIC FILTER SKID STEER	1,343.95
Total Checks: 23								Checks Total (excluding void checks): 361,774.07
Total Payments: 23								Bank Total (excluding void checks): 361,774.07

Check Register Report

Date: 01/28/2025

Time: 2:04 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								
3400	01/29/25	Printed			BEAM	BEAM	February Dental/vision premium	1,496.09
3401	01/29/25	Printed			BLUE	BLUE CROSS AND BLUE SHIELD	February Health Ins Premium	17,161.58
3402	01/29/25	Printed			LIBERTY	LIBERTY NATIONAL	February Liberty Premiums	455.07
3403	01/29/25	Printed			NUES	NUESYNERGY HEALTH SAV ACCT	2nd PP in Jan 2025 HSA	1,079.19
3404	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB FIRE PHONE	475.81
3405	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB SENIOR CENTER PHONE	62.77
3406	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB PARK BROADBAND	3.00
3407	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB POLICE PHONE	248.10
3408	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB PUBLIC WORKS PHONE	109.85
3409	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB CITY PHONE	201.19
3410	01/29/25	Printed			TWIN	TWIN VALLEY TELEPHONE	FEB HISTORICAL SOCIETY PHONE	100.29

Total Checks: 11

Checks Total (excluding void checks): 21,392.94

Total Payments: 11

Bank Total (excluding void checks): 21,392.94

Total Payments: 34

Grand Total (excluding void checks): 383,167.01

**City of Clearwater
City Council Meeting
February 11, 2025**

Resignation - Volunteer Fire

Context: Please accept the resignation of Elizabeth Riddel as Volunteer Firefighter (Medical Side). She has decided to not renew her EMT certification. She expressed her gratitude for allowing her to serve the Clearwater community over the past years as an EMT

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Accept the resignation.

**City of Clearwater
City Council Meeting
February 11, 2025**

Hire of Part-time Police Officer

Context: Chief Ives request approval to hire Jared Lyden as a part-time police officer. This will fill the part-time position that opened when James Baney left. Lyden has 7 years of Law enforcement experience. He will not need to attend KLETC. Jared Lyden attended and graduated from Clearwater High School in May of 2004

Lyden will have FTO training with the other officers to learn the area and policies of the Clearwater Police Department before going out on his own.

Financial: Starting pay for Jared Lyden will be \$22.00 per hour, which is within the new pay range and falls in line with the current budget.

Recommendations/Actions: Hire Jared Lyden for the part-time police officer position contingent on Physiological testing, POET testing and Council approval.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: February 07, 2025
Re: Administration Report

- I spoke with the Mayor of Maize, and he stated that Maize and Goddard have been working on creating a Western Sedgwick County Chamber of Commerce. I let him know that Clearwater would be interested in that and asked him to keep me informed of the collaboration.
- I informed the Sedgwick County Election Office that Clearwater will have 3 council seats in this year's November election. If you are interested in service on Clearwater City Council you will need to submit the candidate filing and withdrawal forms to the Election Office by June 2, 2025, at 12:00 Noon.
- I met with Carol B, Rec Director, to review the Facility Usage Agreement and touch base on the items for the upcoming Rec meeting. I will be assisting her in compiling information for her Rec meetings.
- S 1st street curb and gutter is being poured. This is a road that didn't have curb and guttering before.
- The library will be installing their new shed next week and having the old one hauled away. They have rented a U-Haul truck to put their shed items in while the new shed is being built.
- To Date: 1% Sales Tax Collected: **\$34,264.85**

Dates to Remember

- February 17th – City Offices Closed
- February 17th – Fall Festival Meeting 6PM
- April 4th – Annual Art Walk
- April 19th – City Wide Clean-up
- April 29th – Council Workshop 6:30PM – 8:30PM

Active Nuisances/ Code Violations

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

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: February 6th, 2025

Re: Fire Department Staff Report

- Clearwater Fire responded to **10** medical calls and **1** fire call 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 **2** emergency calls.
- To Date: The CRV has been unstaffed **2** times.
- Chief Dinwiddie attended a Fire Leadership class at Derby Fire Department on January 29th.
- Members trained on the new ice suits and had classroom refresher on ice water emergencies at our last fire meeting on the 4th.
- CMO Patrick attended the annual Arson Investigator conference in Topeka on the 4th-6th.
- Lt. Kyle Berger and FF Richard Grizzle completed their FF I certification through KU Fire & Rescue Training Institute class held in Mulvane this past fall/winter semester.
- E71 had minor warranty work performed on it on the 3rd. There was a small antifreeze leak that was the result of loosen clamps.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: February 6, 2025

Re: Police Department Staff Report

Officers:

Sgt Jacks is off to a good start and has been filling his new role well.

Lt Gearhardt has completed state law audits with no issues.

I will be presenting the name of Officer Jared Lyden to fill the part-time officer position.

Police Clerk:

The new SPV permits have been going well for the cold weather.

Building:

It 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 the last meeting on Police Activity:

We have had 57 dispatched/report calls with 14 arrests and 24 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: February 11, 2025

Subject: Public Works Summary

1. Repair leak on water service at 118 S Tracy
2. Service Skid steer
3. Service Backhoe
4. Repair water service at 134 S 3rd
5. Install concrete parking stops at library and behind PD
6. Downtown Christmas lights on the buildings removed and stored
7. Repaired toilet at storm shelter and replaced flapper on toilet at fire station
8. Move grass and leaves to compost windrows at brush dump
9. Installed booster pump at well 6 for Chlorine feed (increased well 6 output by 175 gallons per minute)
10. Speed moved all dirt roads
11. Replaced shooting mats for PD
12. Began removing steering cylinder on motor grader
13. Measured well depths
14. Opened waste ponds effluent for February
15. Repair leak at well 7 on Flouride feed line



Clearwater Senior Center

Staff Report

February 6, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

We have begun our Fall Prevention & Stability Classes with Carol from the Recreation Commission. Those that attended really enjoyed the first session. We have also had an increase in our Tai Chi and Weights for Seniors classes on Wednesdays.

I have ordered the items we have been putting our donations toward. We are very excited to be getting a drinking fountain and ice machine as well as some additional storage for our backroom. I am working with an Eagle Scout on the backroom makeover this Spring Break.

We have our favorite event coming up on Sunday (SUPER BOWL PARTY!) and Lunch and Learn is Tuesday, February 11. Lunch and Learn is always a big hit with the Seniors and we will be discussing Stroke Prevention with Via Christi during the meal.

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
City Council Meeting
February 11, 2025**

Garver Professional Service Agreement

Context: Bryan Lagaly Homes, Indian Ridge Developer, has been working with Garver for the development of Indian Ridge and the City of Clearwater has been utilizing Certified Engineering Design to review the plans.

This agreement states that Garver will providing the engineering services for Indian Ridge development. The city will be using temporary general obligation bonds to pay for the services which will be wrapped into the special assessments in the end. The city will utilize Certified Engineering Design to review the plans on the city's behalf to ensure they are designed with the city's interest as well.

Financial: The cost for Garver to provide engineering services for Phase 2 of Indian Ridge is \$81,815, which is included in the petition submitted and will be rolled into the special assessments.

Legal Considerations: Jennifer Hill reviewed the contract and is working with Garver for some language changes in the agreement.

Recommendations/Actions: Authorize the mayor to sign the agreement with Garver, LLC.



THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between the **City of Clearwater, Kansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to Construct sanitary sewer, water distribution, drainage, and paving to serve Phase 2 of Indian Ridge Addition (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services



accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. **AMENDMENTS**

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. **OWNER'S RESPONSIBILITIES**

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.



6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.
- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by



operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.



- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Owner may disclose Confidential Information to the extent required by law. As required by the Kansas Open Records Act (the "Act"), Owner will notify Garver in the event a public information request made to Owner encompasses any information protected by this Agreement. To the extent authorized by the Act, Garver may submit arguments against disclosure of the requested information directly to the Office of the Kansas Attorney General. Owner will only release the requested information if required to do so by the Office of the Kansas Attorney General.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

- 8.1. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts,



errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to two hundred percent (200%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, if the Parties agree to the process, either Party may file for arbitration in lieu of litigation.

10.1.2. Regarding the following provisions, the Party's must first agree to file for arbitration before the same apply:



- 10.1.2.1 Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.2.2 The site of the arbitration shall be Wichita, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.2.3 To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.2.4 The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.2.5 The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.2. Litigation of any Dispute shall be brought exclusively in a federal or state court having jurisdiction over Sedgewick County, Kansas ("Venue"). Each Party irrevocably waives, to the fullest extent permitted by applicable laws, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper with respect to any such legal action, suit, or proceeding brought in such Venue, including any claim that such legal action, suit, or proceeding brought in such Venue has been brought in an inconvenient forum. Each Party further consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at its address specified herein for the giving of notices, or by such other notice given in accordance with the rules and procedures of such courts. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.
- 10.2.1. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome or to consolidate litigation with another matter regarding the same nucleus of facts.
- 10.3. [Not used]
- 10.4. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a



termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services



Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[Signatures follow]

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Clearwater, Kansas

Garver, LLC



By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Jason Langhammer, PE
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Garver shall provide the following Services:

- 1.1.1 Provide design documents for construction of paving and incidental drainage for Phase 2 of Indian Ridge Addition to the specifications required by the City of Clearwater, Kansas.
- 1.1.2 The quantity and limits of the above scope items are spelled out in the petition documents for improvements to serve Phase 2 of Indian Ridge Addition, Clearwater, Kansas.
- 1.1.3 Provide construction staking and control points.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

ENGINEERING DESIGN	FEE AMOUNT	FEE TYPE
Sanitary Sewer Main	\$23,150	LUMP SUM
Water Distribution	\$17,090	LUMP SUM
Preliminary Design	\$17,500	LUMP SUM
CONSTRUCTION STAKING	FEE AMOUNT	FEE TYPE
Sanitary Sewer Main	\$9650	RATE SCHEDULE
Water Distribution	\$7125	RATE SCHEDULE
Preliminary Design	\$7300	RATE SCHEDULE
TOTAL FEE	\$81,815	

Garver Survey Rate Schedule

Surveyors

S-1	\$ 60.00
S-2	\$ 80.00
S-3	\$ 108.00
S-4	\$ 154.00
S-5	\$ 195.00
S-6	\$ 227.00
S-7	\$ 269.00
S-8	\$ 339.00
2-Man Crew (Survey)	\$ 234.00
3-Man Crew (Survey)	\$ 293.00
2-Man Crew (GPS Survey)	\$ 289.00
3-Man Crew (GPS Survey)	\$ 359.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**Clearwater, Kansas
Project No. 22T41351**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

[Insert Signature Block with the Appropriate Parties]

**City of Clearwater
City Council Meeting
February 11, 2025**

Certified Engineering Design, P.A. – Indian Ridge Plan Review

Context: Bryan Lagaly Homes, Indian Ridge Developer, has been working with Garver for the development of Indian Ridge and the City of Clearwater has been utilizing Certified Engineering Design to review the plans.

Certified Engineering Design, P.A (CED) will review and provide comments on the water, sewer, and street plans designed by Garver for Indian Ridge Phase 2 to ensure the plans meet the city's standards.

Financial: The cost for CED to provide the review services for Phase 2 of Indian Ridge is \$2,320, which will be rolled into the special assessments.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize the mayor to sign the Phase 2 – Indian Ridge Plan Review from Certified Engineering Design, P.A.

February 4, 2025

Courtney Zollinger, City Administrator
City of Clearwater
129 Ross Ave - Clearwater, KS 67026

CERTIFIED ENGINEERING DESIGN, P.A.

1935 West Maple Street
Wichita, KS 67213-3311
(316) 262-8808 Office
(316) 262-1669 Fax

Project: Phase 2 - Indian Ridge
Plan Review

Please review the following proposal fee for the engineering services outlined below:

DESCRIPTION:

LUMP SUM FEE

<i>Phase 2 - Indian Ridge Plan Review</i>			
Review and provide comments on the water, sanitary sewer, and street plans designed by Garver for Indian Ridge Phase 2 in Clearwater, KS.			
		16 hrs PE @ \$145/hr	\$ 2,320
		Total Engineering Costs:	\$ 2,320

If you decide to accept this proposal, please sign and return one copy of the proposal. Engineering work will not begin until a **signed proposal is received**. Other partial payments may be required and final payment will be due at the time the engineering review is complete. Changes to the scope of work will result in additional design fees and shall be billed to the owner as follows:

Professional Engineer - \$145/hr Engineering Technician - \$85/hr Mileage - \$0.70/mile (IRS Rate)
Survey Crew - \$175/hr Construction Inspector - \$105/hr

If you have any questions, please call me at (316) 262-8808

Sincerely,

Logan Mills, Kansas PE #24468, Kansas PS #1700

Certified Engineering Design, P.A.

I have read this proposal and by signing hereby accept its' terms,

_____ (Signature)

_____ (Printed Name)

this date, _____, 2025

Proposal #25-9525

**City of Clearwater
City Council Meeting
February 7, 2025**

Petitions Indian Ridge

Context: In March 2022 the Governing Body approved the Final Plat for Indian Ridge. In 2023 Phase 1 of the project was completed at the end of 2023. Building permits have been issued for all lots in Phase 1. Phase 2 of the project will complete Indian Lakes Drive that includes Lots 9-14, Block 2 and Lots 1-4, Block 3.

Petitions for Paving, Sewer and Water have been submitted

- Paving Petition – Estimated cost is \$202,000 with the cost even spread evenly between the 10 lots. (Lots 9-14, Block 2 and Lots 1-4, Block 3)
- Sewer Petition – Estimated cost is \$267,000 with the cost evenly spread between 16 lots. (Lots 3-14, Block 2 and Lots 1-4, Block 3)
- Water Petition – Estimated cost is \$200,000 with the cost evenly spread between 10 lots. (Lots 9-14, Block 2 and Lots 1-4, Block 3)

Logan Mills from Certified Engineering has reviewed agreed with the petitions.

Financial: All improvements will be paid for through special assessments when the project is finalized.

Legal Considerations: Gilmore and Bell Bond Counsel has reviewed the petitions and put together the resolution for councils' approval.

Recommendations/Actions:

1. Accept the Petition for Phase 2 Indian Ridge Paving
2. Accept the Petition for Phase 2 Indian Ridge Sewer
3. Accept the Petition for Phase 2 Indian Ridge Water

PHASE 2 PAVING PETITION

To the Mayor and City Council, Clearwater, Kansas (the "City")

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Indian Ridge at Clearwater

Lots 9 – 14, Block 2

Lots 1 – 4, Block 3

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **INDIAN LAKES DR.**, from the north line of Lot 15, Block 2 to the south line of Silverado Ct., with plans and specifications to be furnished by the City Engineer of the City of Clearwater, Kansas. Storm Sewer to be installed as necessary. Sidewalk to be installed as approved by City of Clearwater.
- (b) The estimated and probable cost of the Project is Two Hundred and Two Thousand Dollars (\$202,000), payable by the Benefit District as outlined below. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after the date of submission of the Petition to the City.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Clearwater incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Clearwater to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (c) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on an equal per lot basis:

That the following described lots and tracts situated in **Indian Ridge at Clearwater**, Clearwater, Sedgwick County, Kansas shall each pay **1/10** of the total cost payable by the improvement district:

Indian Ridge at Clearwater

Lots 9 – 14, Block 2

Lots 1 – 4, Block 3

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Clearwater.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

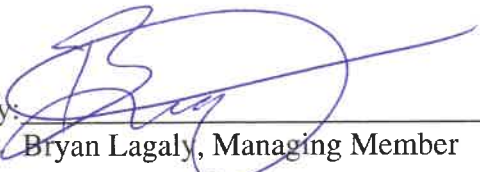
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Indian Ridge at Clearwater

Lots 9 – 14, Block 2

Lots 1 – 4, Block 3

By: 
Bryan Lagaly, Managing Member
Bryan Lagaly Properties, LLC

PHASE 2 INTERIOR SANITARY SEWER PETITION

To the Mayor and City Council, Clearwater, Kansas (the "City")

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Indian Ridge at Clearwater

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, to be constructed with plans and specifications to be furnished to or by the City Engineer of the City of Clearwater, Kansas (the "Improvements").

(b) The estimated and probable cost of the Project is Two Hundred Sixty-Seven Thousand Dollars (\$267,000), payable by the Benefit District as outlined below. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after the date of submission of the Petition to the City

(c) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Clearwater incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Clearwater to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on an equal per lot basis:

That the following described lots and tracts situated in **Indian Ridge at Clearwater**, Clearwater, Sedgwick County, Kansas shall each pay **1/16** of the total cost payable by the improvement district:

Indian Ridge at Clearwater

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Clearwater.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

Indian Ridge at Clearwater

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

By: 

Bryan Lagaly, Managing Member

Bryan Lagaly Properties, LLC

PHASE 2 WATER DISTRIBUTION PETITION

To the Mayor and City Council, Clearwater, Kansas (the "City")

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Indian Ridge at Clearwater

Lots 9 – 14, Block 2

Lots 1 – 4, Block 3

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, to be constructed with plans and specifications to be furnished to or by the City Engineer of the City of Clearwater, Kansas (the "Improvements").

(b) The estimated and probable cost of the Project is Two Hundred Thousand Dollars (\$200,000), payable by the Benefit District as outlined below. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after the date of submission of the Petition to the City.

(a) (c) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Clearwater incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Clearwater to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 9 – 14, Block 2, Lots 1 – 4, Block 3, Indian Ridge at Clearwater, City of Clearwater, Sedgwick County, Kansas, shall each pay 1/10 of the total assessed cost of the Improvements.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Clearwater.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

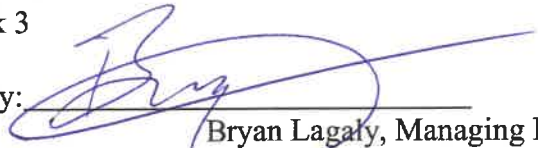
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Indian Ridge at Clearwater

Lots 9 – 14, Block 2
Lots 1 – 4, Block 3

By: 
Bryan Lagaly, Managing Member
Bryan Lagaly Properties, LLC

**City of Clearwater
City Council Meeting
February 7, 2025**

Adopt Resolutions for Temporary Notes - Indian Ridge Phase 2

Context: Bryan Lagaly Homes has submitted petitions to make further water, sewer, and paving improvements to Indian Ridge and create a benefit district.

Once the petitions are accepted by the Governing Body, Resolutions must adopted to determine the advisability of making the internal improvements within the city and authorizing and providing those improvements through a General Obligation Temporary Note.

Adopting resolutions is the first process to obtaining a Temporary Note. Temporary Notes typically extended for 3 years, giving the developer time to make the improvements and sell the lots. Once the Temporary Note comes due, a General Obligation Bond is issued, and special assessment are applied to the individual lots.

Financial: All improvements will be paid through special assessments when the project is finalized.

Legal Considerations: Gilmore and Bell Bond Counsel has reviewed has prepared the resolutions.

Recommendations/Actions:

1. Adopt Resolution 1-2025 -A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2).
2. Adopt Resolution 2-2025 – A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ INDIAN RIDGE AT CLEARWATER - PHASE 2).
3. Adopt Resolution 3-2025 - A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2).

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON FEBRUARY 11, 2025**

The governing body met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____

Nay: _____

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Clearwater, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Times Sentinel* on February [], 2025)

RESOLUTION NO. []

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Clearwater, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed pavement on INDIAN LAKES DR., from the north line of Lot 15, Block 2 to the south line of Silverado Ct., with plans and specifications to be furnished by the City Engineer. Storm Sewer to be installed as necessary. Sidewalk to be installed as approved by the City.

(b) The estimated or probable cost of the Improvements is: \$202,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Indian Ridge at Clearwater Addition

Lots 9 – 14 Block 2

Lots 1 – 4, Block 3

in the City of Clearwater, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on an equal per lot basis.

That the following described lots and tracts situated in **Indian Ridge at Clearwater**, in the City of Clearwater, Sedgwick County, Kansas shall each pay 1/10 of the total cost payable by the Improvement District:

Indian Ridge at Clearwater

Lots 9-14, Block 2

Lots 1 – 4, Block 3

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on February 11, 2025.

(SEAL)

Burt Ussery, Mayor

ATTEST:

Jaye Poe, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 11, 2025 as the same appears of record in my office.

DATED: February 11, 2025.

Jaye Poe, Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON FEBRUARY 11, 2025**

The governing body met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ INDIAN RIDGE AT CLEARWATER - PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____

Nay: _____

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Clearwater, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Times Sentinel* on February [], 2025)

RESOLUTION NO. []

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ INDIAN RIDGE AT CLEARWATER - PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Clearwater, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished to or by the City Engineer (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$267,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Indian Ridge at Clearwater Addition

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

in the City of Clearwater, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on an equal per lot basis.

That the following described lots and tracts situated in **Indian Ridge at Clearwater Addition**, to the City of Clearwater, Sedgwick County, Kansas shall each pay 1/16 of the total cost payable by the Improvement District:

Indian Ridge at Clearwater

Lots 3 - 14, Block 2

Lots 1 - 4, Block 3

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on February 11, 2025.

(SEAL)

Burt Ussery, Mayor

ATTEST:

Jaye Poe, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 11, 2025 as the same appears of record in my office.

DATED: February 11, 2025.

Jaye Poe, Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON FEBRUARY 11, 2025**

The governing body met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____

Nay: _____

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Clearwater, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Times Sentinel* on February [], 2025)

RESOLUTION NO. []

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Clearwater, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, to be constructed with plans and specifications to be furnished to or by the City Engineer (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$200,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Indian Ridge at Clearwater Addition

Lots 9 – 14, Block 2

Lots 1 – 4, Block 3

in the City of Clearwater, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 9 – 14, Block 2, Lots 1 – 4, Block 3, Indian Ridge at Clearwater Addition, in the City of Clearwater, Sedgwick County, Kansas, shall each pay 1/10 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on February 11, 2025.

(SEAL)

Burt Ussery, Mayor

ATTEST:

Jaye Poe, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on February 11, 2025 as the same appears of record in my office.

DATED: February 11, 2025.

Jaye Poe, Clerk

**City of Clearwater
City Council Meeting
February 11, 2025**

Police Department 2025 Vehicle

Context: Each year the Police Department sets aside funds to go towards the purchase of a new vehicle. In 2023 the department had enough saved up to pay off the existing loans early while saving thousands of dollars in interest. Since then, the department has been able to purchase the last three vehicles with cash.

The revenue from the sale of the Humvee as well as any budget savings from the prior year go directly into the equipment reserve to help build a balance to purchase vehicles without paying interest. With our current planning we will be able to purchase the next 4 vehicles with cash. This means that if there are no other additions or changes to the equipment reserve funding the next time a car will need to be financed it is 2030.

During the budget discussion the police department has scheduled to purchase a new vehicle to replace one of the 2020 Dodge Durango's. However, Chief Ives would like to keep the Durango around for a couple more years and increase the patrol fleet from 5 cars to 6 cars. With 7 full-time officers (currently one vacant position) and 6 part-time officers, by keeping the Dodge this will allow all the cars useful life to extend beyond the past schedule of 3-5 years, in service, up to 7 years by reducing the wear.

Prior to Chief Ives the police department had a schedule to replace a car once it was in the fleet for only three years. Sometimes the vehicles would have less than 50,000 miles on them, but they were torn up from excessive use and it was necessary to update the fleet. Since Chief Ives has been with the department, he has assigned officers to specific cars to help cut down on the wear and tear and extend the life longer than 3 years in the fleet. When you limit the number of officers who drive each car, this will extend the useful life of the vehicle since it is not running 24/7. Assigning cars does not prevent officers from using the cars they aren't assigned to during maintenance, emergencies, or events.

Financial: Clearwater can purchase police vehicles from the State Contract Pricing. The State has negotiated pricing for the Ford Police Interceptor Utility AWD 3.0L EcoBoost for \$48,920 as well as all the lighting and wiring accessories that are necessary to equip the vehicle with. The total price for a 2025 equipped Ford Explorer will be around \$62,000. The total available balance in equipment reserve for the 2025 purchase is \$151,800.

Legal Considerations: Review and comment as necessary

Recommendations/Actions:

1. Approve purchasing police vehicle off the state contract from utilizing equipment reserve funds.
2. Approve to keep the 2020 Dodge in the police vehicle fleet, making the patrol fleet a total 6 cars.

**City of Clearwater
City Council
February 11, 2025**

Park Glen Estates Median

Context: In 2024 the Clearwater Planning Commission and City Council approved to create a plat for the median that was installed in Park Glen Estates after the original Park Glen Estates plat was adopted. The plat for the Park Glen Estates median created it's own parcel for the island to sit on but the City of Clearwater maintained ownership of the parcel.

There have been 2 accidents involving the median since Park Glen Street became a through street. The accidents happened nearly 1 year apart each year the road has been opened.

While engineering and specifications for road width have been met, the city staff still believed by removing the median, it will make it safer for cars traveling east on the road due to the curve in the street.

In late January a new developer took ownership of the addition and is in favor of the removal of the island. According to the covenants for the development, the developer has authority and must maintain the area until the Homeowners Association is established.

Financial: Public works will be able to remove the island and fill in the hole with rock at minimal cost. We will then get a quote to fill the hole with asphalt by a contractor at a later date.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: It is recommended to authorize Public Works to remove the median located at RESERVE A PARK GLEN ESTATES MEDIAN ADDITION as soon as possible.

**City of Clearwater
City Council Meeting
February 11, 2025**

2024 Equipment Reserve Transfer Request

Context: City Auditor suggested the Governing Body consider transferring funds that finished the year under budgeted expenditures to the equipment reserve to help offset future purchases that otherwise may have an impact on future mill levies.

After wrapping up the 2024 budget year some departments were under their budgeted expenditures, and staff is suggesting the following transfer schedule to the Equipment Reserve Fund:

GENERAL						
	2024 Budgeted Expenditures	Starting Cash Needed for 2025	2024 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER
CASH		\$ 862,162.00	\$ 1,131,255.19		\$ 269,093.19	
Admin	\$ 803,151.50		\$ 780,428.05	97%	\$ 22,723.45	\$ 22,000.00
Sr Ctr	\$ 69,740.00		\$ 63,795.09	91%	\$ 5,944.91	\$ 5,000.00
PD	\$ 913,825.00		\$ 838,913.45	92%	\$ 74,911.55	\$ 70,000.00
Court	\$ 86,017.52		\$ 72,957.15	85%	\$ 13,060.37	\$ 13,000.00
PW	\$ 242,540.00		\$ 208,283.65	86%	\$ 34,256.35	\$ 34,000.00
Fire	\$ 268,235.00		\$ 267,727.66	100%	\$ 507.34	
Park	\$ 267,396.50		\$ 235,461.15	88%	\$ 31,935.35	\$ 23,000.00
Pool	\$ 98,617.00		\$ 96,817.26	98%	\$ 1,799.74	\$ 1,000.00
Museum	\$ 11,610.00		\$ 10,175.32	88%	\$ 1,434.68	\$ 1,000.00
Library	\$ 3,600.00		\$ 4,838.38	134%	\$ (1,238.38)	
Special Projects	\$ 635,621.31		\$ 531,232.89	84%	\$ 104,388.42	\$ 100,000.00
Reserve	\$ 81,235.00		\$ 81,235.00	100%	\$ -	
TOTAL	\$ 3,481,588.83		\$ 3,191,865.05		\$ 289,723.78	\$ 269,000.00
GENERAL FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 862,255.19
Ending Cash Above/Below Budgeted 2025						\$ 93.19

The cash needed to start the 2025 budget year is \$862,162. The ending cash in 2024 was \$1,131,255.19. The General Fund is \$269,093 over budget for the needed cash carryover. This was due to the open positions in the police department and public works, payment to the city attorney were under budget, as well the cost for Section 3 of the road project.

The city has been notified that both the court and financial applications have an end of life. Switching to a new application the city will have large one-time costs for transferring data to the new application. The carryovers for administration, court, a portion of police, water, and sewer are recommended to be used for the one-time transfer costs. By utilizing the carryover from the prior year this will not affect the 2025 budget and the operations and plans the 2025 budget is set to carry out.

The carryover for public works is recommended to be split 50/50 between the current road project cost and public works repairs that the department is able to manage. All other carryovers are recommended to be placed in the departments equipment reserve funds for the purposes listed above in the "notes" column.

With the suggested equipment reserve transfers the starting cash for 2025 will be \$862,255.19, which is balance that is needed for the 2025 budget.

SPECIAL HIGHWAY							
	2024 Budgeted Expenditures	Starting Cash Needed for 2025	2024 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$126,830.00	\$ 130,424.84		\$ 3,594.84		
Expenditures	\$ 100,000.00		\$ 100,000.00	100%	\$ -		
SPECIAL HIGHWAY FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 130,424.84	
Ending Cash Above/Below Budgeted 2025						\$ 3,594.84	
SPECIAL PARKS							
	2024 Budgeted Expenditures	Starting Cash Needed for 2025	2024 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$ 1,630.00	\$ 35,822.68		\$ 34,192.68		
Expenditures	\$ 40,000.00		\$ 10,350.00	26%	\$ 29,650.00	\$ 29,650.00	Park Improvements
SPECIAL PARKS FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 6,172.68	
Ending Cash Above/Below Budgeted 2025						\$ 4,542.68	
DEBT SERVICE							
	2024 Budgeted Expenditures	Starting Cash Needed for 2025	2024 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$198,280.00	\$ 176,255.96		\$ (22,024.04)		
Expenditures	\$ 450,888.00		\$ 294,562.40	65%	\$ 156,325.60	\$ -	
DEBT SERVICE FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 176,255.96	
Ending Cash Above/Below Budgeted 2025						\$ (22,024.04)	

For Special Highway 100% of the spending authority was used. While there is \$3,500 cash than budgeted as a carryover, since the spending authority has been met (\$100,000), any further transfers would be a budget violation.

Special Parks fund has a large carryover balance because there was not a set plan to utilize the funds. The only project that utilized the funds was the Master Plan concept for the Sports Complex. There is only an \$11,000 spending authority in the 2025 Budget for Special Parks. By moving the funds to equipment reserve the Council will have more flexibility to use the cash on hand for any park projects that might come up in 2025.

Debt Service Fund has a deficit in the cash carryover to what was projected for the 2025 budget. This was due to the lack of taxes and special assessments that were budgeted to receive for 2024. The 2025 Budget does have a budgeted reserve to help cover the deficit. The City of Clearwater will still be able to meet the bond payment obligations for 2025.

WATER OPERATING							
	2024 Budgeted Expenditures	Starting Cash Needed for 2025	2024 Actuals	% of Budget	Remaining	EQ RES XFER	Notes
CASH		\$129,993.00	\$ 181,453.27		\$ 51,460.27		
Expenditures	\$ 419,503.00		\$ 374,406.92	89%	\$ 45,096.08	\$ 45,000.00	Water Line Improvement/ Acct Upgrade (\$16,000)
WATER FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 136,453.27	
Ending Cash Above/Below Budgeted 2025						\$ 6,460.27	

SEWER OPERATING							
	2024 Budgeted Expenditures	Starting Cash Needed for 2025	2024 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$214,890.00	\$ 310,734.58		\$ 95,844.58		
Expenditures	\$ 479,180.00		\$ 398,339.74	83%	\$ 80,840.26	\$ 80,000.00	Sewer Impr/ Acct Upgrade (\$16,000)
SEWER FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 230,734.58	
Ending Cash Above/Below Budgeted 2025						\$ 15,844.58	

Water and Sewer were under budget due to not hiring the 5th position that was budgeted. The 2025 budget removed the open position since it has not been filled in a couple of years. It is recommended in both funds to utilize \$16,000 from each fund to help pay for the one time cost of transferring financial software (the total cost for transferring is around \$54,000) and the remaining to go towards repairs and upgrades.

Financial: All the funds would be transferred into equipment reserve fund for future use. This has no impact on the mill levy.

Legal Considerations: Review and comment, as necessary.

Recommendations/Actions: Discuss and review. If desired, approve the transfer schedule.

**City of Clearwater
City Council Meeting
February 11, 2025**

Consider Field Usage Agreement with USD 264

Context: USD264 will need use of the sports complex for their upcoming ball season. Each year the city renews the contract with them.

In 2024 the city implemented fees for organizations who utilize the fields and set the rate for the school district at \$6,000. However, the school reviewed the maintenance cost the city implemented based on the school feedback and stated they would pay \$7,500. Superintendent Johnson would like to show their support for the added level of maintenance that has been implemented on their behalf and continue with the \$7,500 fee for 2025.

He will be presenting the Field Usage Agreement to the school board on February 10th for their approval.

There were no changes in the agreement between 2024 and 2025.

Financial: The \$7,500 received from the school will offset some of the annual costs to maintain the grass for the schools baseball/softball season.

Legal Considerations: The City Attorney drafted the original agreement. Counsel may review and comment as necessary.

Recommendations/Actions: Authorize the mayor to sign the agreement between the city and USD 264.

FIELD USAGE AGREEMENT

1. PURPOSE

The purpose of this Agreement is to define the terms of the Agreement between USD 264 (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 outside of the ballfield fences referred to as the common areas.

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 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 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. Occupant must ensure trash bins are brought to the roadside for pick up.

3.5 Occupant is responsible for mowing ballfields inside the fence. 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 USD 264 is to be removed from each field. L-screens may be kept in the dugouts for people to use but shall be placed back in dugouts after each use. If L-screens continue to be left out to hinder maintenance and mowing schedules the school will be asked to remove them from the ball fields.

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 USD 264 agrees to contribute _____ to the maintenance of the Ball Diamond and common areas for the season.
- 4.3 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.
- 4.4 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.

- 4.5 Occupants 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.
- 4.6 Prior to the beginning of the 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.
- 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 is effective as of the date of signing by both parties (Effective Date).

6.4 This Agreement is effective for a period of one (1) year after the Effective Date.

6.5 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.

6.6 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.

6.7 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

UNIFIED SCHOOL DISTRICT 264

By: _____

By: _____

Date: _____

Date: _____