



City of Clearwater Council Meeting Agenda
Tuesday March 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. [KDWP Annual Operating & Maintenance Agreement](#)
- 6. Staff Reports**
- 7. Business**
 - a. **Action:** [Professional Services Agreement - Garver](#)
 - b. **Action:** [Indian Ridge Phase 2 Petitions](#)
 - c. **Action:** [Indian Ridge Phase 2 Resolutions for Improvements](#)
- 8. Governing Body Comments**
- 9. Executive Session**
- 10. Adjournment**

Next Assignment Numbers

Charter Ordinance: 23

Ordinance: 1115

Resolution: 5-2025

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**
February 25, 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, Kirk Ives, Jared Dinwiddie, Cole Hollis and City Attorney, Scott Ufford.

Others present who spoke:

George Rudy and Rick Pero.

3. Approval of Agenda

Zollinger stated Item 8 c, sell price for property located at 135th and 95th.

Motion: *Shore* moved; *Walter* 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

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – None.
- Fire Department – Jared Dinwiddie – Dinwiddie added next week is Severe Weather Awareness Week, the statewide tornado drill will be on the 5th at 10 am.
- Police Department – Kirk Ives – None.
- Public Works/Parks – Cole Hollis – Mayor Ussery read a thank you letter from Mike Strickland, patron of Ninescah Chapter #423, Order of the Eastern Star. It stated that Public Works went above and beyond to help clear the snow in the parking lot in front of the Unity Lodge before their 2-day meeting.
- Senior Center – Courtney Zollinger – None.

7. Citizen of the Year Award – 2024

Each Year the Mayor works through picking someone who has made significant contributions to the community. George Rudy has been a resident of Kansas for over 50 years, originally from Bellvale, New York. George served in the U. S. Air Force from 1967 to 1970 and was stationed in South Dakota then transferred to McConnell AFB in 1969. In 1973, George would later start the Tri-County Electric Company, located in downtown Clearwater. In 1999, he purchased the old Clearwater fire station at 117 W. Ross where Tri-County Electric would remain until his

retirement in 2024. George has been a valued member of the Clearwater Community, serving on the Planning Commission for 31 years, from 1989 through 2022 and worked closely with the city on multiple projects to include park expansion and the Wellness Center. His passion for his community was matched with his love for gold mining in Alaska where he owned and mined an active claim. On behalf of the City of Clearwater, I would like to thank George for his service to the community and recognize him as the Mayor's selection as the 2024 Citizen of the Year. Pictures were taken with the Mayor and with Mr. Rudy's family. Mr. Rudy said thank you and it has been great living in Clearwater and raising his family here.

8. Business

a. Software Change/ Upgrade

Late last year after the budget was approved, the city was informed that the financial software was getting an end-of-life in 2026 and court software, gWorks, was getting an end-of-life as of December 2025. The past several months, staff has been contacting other communities to see what they have decided to do and have had demonstrations from other companies. The goal is to keep the customer service internally and externally the same if not better as well as streamlining tasks instead of being manual. Tyler Technologies bought Fund Balance awhile back which is the finance software that the City uses. They also have other applications such as the ERP Pro 10 and ERP Pro 9, 9 is being phased out just like Fund Balance and will be cloud based for ease of access. On the Court side, the City originally purchased Summit, then G-Works purchased them and is phasing it out. When research was done on the other software, ERP Pro 10 was top of the line compared to the other options. They would become more manual specifically in Utility Billing and Payroll which are utilized more frequently outside of the financials. G-Works keeps the court files and sends reports to the state when prompted. Tyler Technologies reporting seemed the better way to go and with Sedgwick County also using Tyler, it could possibly make reporting and communication easier. There are many manual processes with court now and Tyler will help streamline some of them. Councilmember Robben asked if there was a way to get a guarantee that this software will not be phased out anytime soon, Zollinger stated they could not guarantee that with technology constantly changing but ERP Pro 10 is the most up to date application they had. With the companies phasing the programs out, there will be no updates and will be non-operational once it hits end of life which will affect the live utility accounts residents utilize, state reporting for court etc. Tyler can convert the current 10-year history data into ERP Pro 10, the other companies could not. Council asked if this would be in the 2026 budget, Zollinger stated the annual fee would be worked into it, but the implementation would be paid in 2025. At the last meeting there were funds transferred into Equipment Reserve for software upgrades. Council discussed the pros of going cloud based, Zollinger said that she has been in contact with IT since our server will be needing replaced soon. If this is approved, a smaller server may be needed since the data will not need to be stored there. Councilmember Palmer-Witt asked why the implementation was much cheaper with G-Works, Zollinger said that the training was not included in G-Works quote and would be charged by the hour, whereas Tyler had training worked into the quote. Zollinger mentioned that other communities stated they have had issues with the G-Works customer service, and some have even decided to leave G-Works after just moving to them. This quoted price is a discounted rate since we are a customer of Tyler and pricing is locked in for 3 years. Council asked if there was a timeframe for training, Zollinger could not give a specific time since there are so many applications used like Accounts Payable, Payroll, Utility Billing, Accounts Receivable, Financials and Court. Council discussed the information stored, credit cards are not stored, ACH is stored but is encrypted, our PCI is already handled by Tyler with the online utilities and KanPay for other online payments. Council questioned why this decision needed made now, Zollinger said that implementation is around 9-12 months and is hoping kickoff could be January 1st. She believes court will be roughly 3-6 months.

Motion: *Walter* moved; *Shore* seconded to approve the software upgrade to ERP Pro 10 with implementation costs of \$54k utilizing Equipment Reserve. Voted and passed unanimously.

Motion: *Palmer-Witt* moved; *Robben* seconded to approve the software upgrade to Municipal Justice 10 with implementation costs of \$23k with annual cost of \$3,678 utilizing Equipment Reserve. Voted and passed unanimously.

b. Park Glen Estates Median

A letter was sent out to Park Glen Estates residents asking for their input on the removal of the median located on Park Glen St. The original plat did not include a reserve but during the construction of the addition the road was widened, and a median was put in to help slow down traffic. This modification and installation was paid for through special assessment by Park Glen Estates residents. Even though the median is now in an approved adopted plat as a reserve, the location is still owned by the City of Clearwater. The City Council has determined the median should come out but waited on the responses from Park Glen Estates residents. There were 4 responses that came back with all in favor of removing it due to the same safety concerns Council had. Some of them suggested speed bumps or humps to slow down traffic. Mr. Rick Pero lives in Park Glen and wished to speak. He had safety concerns that had been addressed and thanked the councilmembers for responding to his questions previously. He mentioned that there have been occasions where he was almost hit head on, kids jumping in front of him off the median and cars speeding around that curve which caused kids to jump off their bikes into a yard due to not being seen. Mayor Ussery stated the sign had been hit twice already and the new developer does not have an issue with the removal of the median. Council asked if the no parking signed could be taken down, Zollinger stated they could not since there is an Ordinance making that area a no parking zone. It is on her list to look to bring for discussion if council wishes to repeal it. Mayor Ussery mentioned the comments addressed concerns of timely paving once removed and adding speedbumps. Zollinger reached out to a paving company to get pricing for paving the patch. Until the contractor can pave the patch, Public Works will put the rock gravel down. Zollinger did get pricing for speed bumps or humps which came in around \$1k for each section that Public Works could install. Council discussed sending a notification through the City website or Facebook page.

Motion: *Shore* moved; *Palmer-Witt* seconded to authorize Public Works to remove the median located at RESERVE A PARK GLEN ESTATES MEDIAN ADDITION as soon as possible. Voted and passed unanimously.

c. Setting a Selling Price for City Owned Property

The City got a market value opinion from Rupp Steven for the 9.353 acres located at 135th and 95th. Zollinger also provided the market value opinion from when the cemetery purchased property in 2023. Rupp Stevens provided an opinion of \$12k/acre, the City purchased the property for \$10k/acre. Council reviewed the comparable sales in the opinions. Since Clearwater does not have many large properties to compare to, they were unable to get a fair market value in Clearwater, but did find some property in Haysville ranging from \$12k-\$16.7k/acre. When the cemetery had their opinion done in 2023 it was a range of \$7.5k-\$17.5k/acre, so Gene Francis gave a fair market value of \$15k/acre. Councilmember Palmer-Witt pulled some comps on smaller lots that were active near 87th at \$13k/acre. She also looked at Haysville and Maize, which had 1 or 2 acre lots priced anywhere from \$75-\$120k. Zollinger spoke with Emprise since the property is titled in their name due to the City not having collateral at the time the property was financed. They require a minimum of \$10k/acre to go towards the note since that is what it was financed for. With the opinions coming in at \$12k-\$15k/acre, Zollinger recommends going a little bit higher. Council pointed out that this property is adjacent to commercial lots but is zoned residential, Zollinger did ask them to look at that. Zollinger said the only comparison they could think of is the SCA building which is 4 acres and has an improved building at \$435k. There could be a potential big building going on this lot. Council mentioned the property includes improvements of paved roads and water, but sewer would need brought in. They also stated it has not been openly marketed; they just had an interested party inquiring and wanted to get consensus on pricing. The cost for getting sewer to the property would be at the cost of the owner, but do not have to hook up to services until they become available. Council asked if the Elevator should be contacted to see if they would be interested in the benefit, Zollinger informed them it was not in the City. The interested party could be commercial or industrial, and having a price agreed upon can start the conversation of expectations with the property. Council is not able to go into executive session for this topic since it's not an acquisition of property, but selling of public property. Zollinger let Council know the interested party is not a developer, but an individual. The drainage is at the south end of the property so that area would not be developable. Southern Start is still considering the annexation and sewer improvements, which estimated \$50k and would stop almost at the Railroad easement. Getting permits from the railroad to extend past may be difficult and costly. Council asked if the sewer could be extended from where the church connects, Hollis stated he is not certain and would need to discuss with engineering. Zollinger thinks they had already looked at that, and it wasn't recommended to extend from there. Council member Robben asked if Diagonal was now being maintained by the City, Zollinger said the City owns it now, but the County will pave it and from 135th to Ross since it is a connecting link, and the population is under

5,100. He mentioned annexing in the elevator, Zollinger said it is possible but what can be offered to them. Zollinger let Council know there is a house on Diagonal that is not annexed into the City, the City could not offer them water or sewer so there is no benefit to them. Engineering will look into all options of extending sewer if it gets to that point. It was mentioned that the properties up North are on lagoons in Prairie Meadows. Council would like to see a disclaimer of some sort included in any agreement that the cost of the sewer improvement would be based on Railroad approval and a first right of refusal. Council voiced their concern about having the discussion of the selling price in an open meeting restricting the City from entering negotiations on a piece of property that is being sold for the best interest of the community. Ufford stated there is an Attorney General's Opinion that says when you are discussing the sale of property, it must be done in an open meeting. Council asked if they must openly market the property, Ufford stated that he would check. They discussed the lots in Chisholm Ridge being marketed only by a sign originally and now is on the MLS. This City owned lot and the property north of Chisholm Ridge has been discussed in open meetings, included in Mayor updates and newspaper articles. If a sign is put out, Robben would like to see for sale by City. It is not recommended to change the zoning before selling due to the many notifications and some costs involved but can be stipulated in the agreement on what would be allowed if that was a concern. Council asked if the lot could be split and sold separately, Zollinger stated it is an option if the interested party's offer is denied since they are looking at the entire lot. This lot is not in the floodplain, there is a little stream that runs through the top left corner. Zollinger would like Council to keep in mind the usage of semis if a big commercial building were to go in. Mayor Ussery stated that Council needs to come up with a number that the City Administrator could go back with to begin the process. Palmer-Witt would like to see a first right of refusal, the City has first right to buy back, and a buyer beware with the sewer. Consensus of Council was to go with \$20k/acre.

Motion: Robben moved; **Palmer-Witt** seconded to authorize the City Administrator to enter into discussions about the sale of City property located at 135th and 95th at \$20/acre subject to pending legal information on marketing. Voted and passed unanimously.

8. Governing Body

Walter – Asked about the sign at 4th and Ross needing removed and what would it take since it is an eyesore. Zollinger will contact the superintendent and see if this has been a discussion. The sign is on their property, the City operated and maintained it. The school was not interested in helping to repair it but maybe would be willing to take it down.

Shore –None.

Palmer-Witt – None.

Robben – None.

Ussery – An invitation was extended to Commissioner Blubaugh to attend the March 11th City Council meeting. Mayor Ussery asked if he would update Clearwater on the current and future plans for EMS as well as the current plans for ARC 95. If the County had any additional information for the City, it would be welcomed. Shore has mentioned the UGA and subdivision regulations to Commissioner Pete.

9. Executive Session

None.

10. Adjournment

Motion: Walter moved; **Shore** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:52 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 February 25th, 2025, City Council meeting.

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

Jaye Poe, City Clerk

Check Register Report

Date: 02/25/2025

Time: 1:49 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								
51424	02/26/25	Printed			AMAZ	AMAZON BUSINESS	REPLACE AMERICAN FLAG	100.86
51425	02/26/25	Printed			BBL1	B & B LUMBER	BALL NET/TIES/NAIL SET	155.95
51426	02/26/25	Printed			BET 1	BETTS PEST CONTROL	PEST CONTROL CITY AND POLICE	154.00
51427	02/26/25	Printed			MICHAEL C	MICHAEL COWHERD	JEANS	124.60
51428	02/26/25	Printed			JHS1	J & H STORAGE	POLICE STORAGE	65.00
51429	02/26/25	Printed			LOK1	LEAGUE OF KS MUNICIPALITIES	WARKINS LEADER ACADEMY	175.00
51430	02/26/25	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE PD & CITY HALL	579.16
51431	02/26/25	Printed			MHF1	MEL HAMBELTON FORD		798.73
51432	02/26/25	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	SEWER ANALYSIS	590.35
51433	02/26/25	Printed			NRS	NRS	ORANGE RESCUE BAGS	377.76
51434	02/26/25	Printed			PELZ	DEBORAH PELZ	FEBRUARY FLOOR CLEANING	260.00
51435	02/26/25	Printed			PCA1	PETTY CASH	PUBLIC WORKS CAR WASH	30.00
51436	02/26/25	Printed			REECE	REECENICHOLS SOUTH CENTRAL KS	BROKERS OPINION 135TH & 95TH	500.00
51437	02/26/25	Printed			RJ01	ROASTER JOE'S	POLICE DEPT DRINKING WATER	31.32
51438	02/26/25	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	FITTINGS & FULL CIRCLES	253.26
51439	02/26/25	Printed			JUSTI	JUSTIN SHORE	LOCAL GOV DAY IN TOPEKA	378.75
51440	02/26/25	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	2024 HAM GIVEAWAY	25.50
51441	02/26/25	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	OIL CHANGE SQ 72 FIRE DEPT	92.71
51442	02/26/25	Printed			UMO1	ULTRA MODERN POOL & PATIO	POOL CHEMICAL	4,134.41
51443	02/26/25	Printed			WTC1	WICHITA TRACTOR CO.	DEWEEZE MOWER	34.77
					Total Checks: 20		Checks Total (excluding void checks):	8,862.13
					Total Payments: 20		Bank Total (excluding void checks):	8,862.13

Check Register Report

Date: 02/25/2025

Time: 1:49 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								
3450	02/26/25	Printed			BLUE	BLUE CROSS AND BLUE SHIELD	MARCH BCBS	17,646.44
3452	02/26/25	Printed			VISA	CARDMEMBER SERVICES	Northern Tool Hose Reel FD Differnece of \$.01	3,927.37
3453	02/26/25	Printed			FARMERS	FARMERS BANK	MARCH FCMI RESERVES PAYMENT	7,212.43
3454	02/26/25	Printed			LIBERTY	LIBERTY NATIONAL	MARCH LIBERTY PREMIUMS	455.07
					Total Checks: 4		Checks Total (excluding void checks):	29,241.31
					Total Payments: 4		Bank Total (excluding void checks):	29,241.31
					Total Payments: 24		Grand Total (excluding void checks):	38,103.44

KANSAS DEPARTMENT OF WILDLIFE AND PARKS
512 SE 25th AVENUE
PRATT, KS 67124

2025 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT
Land & Water Conservation Fund (LWCF)

Whereas, **City of Clearwater** has received financial assistance from the Land & Water Conservation Fund for the following project(s):

NPS Project No.

20-00533

Project Title

City Recreation Area Acq.

The subgrantee does hereby assure that it:

1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance;
2. will not install any overhead electric or telephone lines on project areas;
3. will maintain the project area and facilities in a safe, attractive, and inviting manner;
4. will maintain sanitary facilities in accordance with local/state health standards;
5. will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration;
6. will keep facilities open for public use during reasonable hours of the day and times of the year;
7. will permanently display a LWCF sign (symbol) at all project areas;
8. will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife and Parks and the National Park Service.
10. will submit any new development plans for the project site to Kansas Department of Wildlife and Parks prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife and Parks for their files.

City of Clearwater
Project Sponsor

**** I certify that I have the authority to sign for this project sponsor ****

Date: _____

Signature: _____

Printed Name: _____

Title: _____

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: March 6, 2025
Re: Administration Report

- The school has found someone to remove the 4-way display sign at the expense of splitting the scrap money from the sign. The question was does the city wish to leave the posts sticking out of the ground for future use or cut them all the way to the ground?
 - I sat down with prospective buyers of the 135th and 95th street property. They will consider submitting and offer on the property.
 - I have been working with Amber Ives on the senior center expansion. Right now, we are focusing on the number of participants and the average number who attend any one event.
 - We will be reviewing municipal code modifications at the March 25th meeting.
 - I have heard from a couple of governing body members on topics they would like to discuss during this budget cycle. Please let me know if I can add something to the list.
-
- As of February: 1% Sales Tax Collected: **\$64,279.86**

Dates to Remember

- April 4th – Annual Art Walk
- April 11 – 12th – LKM Leadership Academy
- 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	139 N Gorin	249 N Grant

130 N Grant				
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To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: March 6, 2025
Re: Fire Department Staff Report

- Clearwater Fire responded to **9** medical calls and **2** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **2** emergency calls.
- To Date: The CRV has been unstaffed **6** times.
- Members learned about aircraft emergencies and responding to downed aircraft at our last fire training on the 4th. Thank you to Chief Jones and Chief Potter with Airport Fire and Police for coming down and training our personnel.
- The department submitted a grant request to Nutella's "Stacks for Giving Back" foundation in the amount of \$5K to go towards the purchase of new wildland gear.
- The department submitted a grant request to HeroFundUSA for the purchase of new radios. CFD was approved for assistance in the purchase of a new mobile radio, and we will know if we were awarded the grant sometime in June. This is a 50/50 grant award.
- The department submitted, and received, a mini grant from Harbor Freight. This award is a digital gift card in the amount of \$200, and it will be used to purchase personal hand tools for our members to have in their PPE gear.
- Chief Dinwiddie attended the SGCO Fire Chief's quarterly meeting on February 27th.
- Br72 had maintenance service on the 6th.
- Sever Weather Class is scheduled for March 18th at 6:30 P.M. and will be held at the fire station.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: March 6, 2025

Re: Police Department Staff Report

Officers:

Officer Jared Lyden is doing very well and fitting in with the group.

Sgt. Pickens completed FBI LEEDS training last week. This is a supervisory training class.

Police Clerk:

Regular office duties.

34 SPV registered to date.

Building:

We had a bit of snow build up on the roof and noticed a leak in the ceiling. City staff came out and cleared the roof and fixed the issue.

Vehicles:

Regular scheduled maintenance only.

Matters of interest since the last meeting on Police Activity:

We have had 51 dispatched/reported calls with 8 arrests and 32 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: March 11, 2025

Subject: Public Works Summary

1. Replace ceiling tile at PD
2. Repair water service at 250 N Byers Ave
3. Repair water service at 142 S Third Ave
4. Replace electrical box lid in sidewalk at park
5. Pick up, deliver, and store commodities
6. Repair backstop nets at field 1 and 2
7. Burn fence lines at ball fields
8. Replace/raise home plate at field 3
9. Repair batting cage net frame and retie net to ground cable
10. Check all score boards for power and function
11. Removed Park Glen Estes sign and median
12. Replace fluorescent light fixture to LED at PD
13. Replace cracked toilet at storm shelter
14. Change and install meters
15. Grade all alleys and add material where needed
16. Grade all dirt roads
17. Closed off ponds to prevent discharge during March



Clearwater Senior Center
Staff Report

March 5, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

The seniors who are utilizing the Center love the classes, education and events that are currently happening. We had a great turnout for our Mardi Gras History and Fun, followed by a St. Patrick's Day craft.

We have changed our classes with Carol with the Clearwater Recreation Commission to a Strength and Stability class and moved it to the afternoon had several more people join us this week. The partnership we are building with the Rec has been great. We continue to brainstorm each time we get together on what we can do next.

Please mark your calendar for our Annual Baked Potato Bar. This will take place on the 17th of March with a come and go time of 11:30 AM – 1:00 PM.

As you may remember, CPAAA had asked for comments from seniors who attend at their specific center. There is Statement 2:

Since moving to Clearwater five years ago, Clearwater Senior Center has been a second home to us. The friends we've learned to know are family.

Through our director, Amber Ives, there are activities to choose from to attend from a well-planned out calendar. From Bible studies to fun and games and there are always busy activities to choose from, including holiday crafts and parties, educational speakers (professional and community), exercise, line dance and even boxing up commodities. Games days are well attended along with monthly birthday celebrations. Of course, everyone enjoys the meals and snacks we share together. Sharing and caring expressed with loads of fun and laughter – JOYFUL NOISE!

We are thankful for our Senior Center; Clearwater Senior Center is our HAPPY PLACE.

Gary & Bonnie D

Respectfully,
Amber Ives
Senior Center Coordinator

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

Garver Professional Service Agreement - Updated

Context: Bryan Lagaly Homes, Indian Ridge Developer, has decided to complete all of Indian Ridge instead of just the Indian Lakes Dr. Because of work is now increased, the rate for Garver has changed.

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 \$146,620, which is included in the petition submitted and will be rolled into the special assessments.

Legal Considerations: Jennifer Hill reviewed the original contract and there were no modifications to the language of the contract. Only Exhibit B fees were updated.

Recommendations/Actions: Motion to authorize the mayor to sign the agreement with Garver, LLC for the Indian Ridge Phase 2 project.



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.

Commented [HS1]: Please see email discussion in response to inquiry regarding this Section.

Commented [HS2]: Jennifer, would this approach be agreeable?

Commented [HS3]: Please see email discussion in response to inquiry regarding this Section.

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

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

By: _____
Signature

Name: Jason Langhammer, PE
Printed Name

Title: Vice President

Date: _____

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	\$36,330	LUMP SUM
Water Distribution	\$27,660	LUMP SUM
Preliminary Design	\$37,800	LUMP SUM
CONSTRUCTION STAKING	FEE AMOUNT	FEE TYPE
Sanitary Sewer Main	\$15,150	RATE SCHEDULE
Water Distribution	\$14,530	RATE SCHEDULE
Paving Improvements	\$15,150	RATE SCHEDULE
TOTAL FEE	\$ 146,620	

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
March 11, 2025**

Petitions Indian Ridge

Context: Instead of completing only Indian Lakes Dr, Bryan Lagaly Homes, LLC decided to finish out the addition. **This will include the connection of Indian Lakes Dr to the northern section.**

Petitions for Paving, Sewer and Water have been submitted

- Paving Petition – Estimated cost is \$505,000 with the cost even spread evenly between the 10 lots. (Lots 12-23, Block 1, Lots 3-14, Block 2 and Lots 1-4, Block 3)
- Sewer Petition – Estimated cost is \$485,000 with the cost evenly spread between 16 lots. (Lots 12-23, Block 1, Lots 3-14, Block 2 and Lots 1-4, Block 3)
- Water Petition – Estimated cost is \$374,000 with the cost evenly spread between 10 lots. (Lots 12-23, Block 1, Lots 3-14, Block 2 and Lots 1-4, Block 3)

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. Motion to accept the Petition for Phase 2 Indian Ridge Paving
2. Motion to accept the Petition for Phase 2 Indian Ridge Sewer
3. Motion to 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 12 – 23, Block 1

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 pavement on **TOMAHAWK ST.** from the north line of Lot 11, Block 1 to the west line of Indian Lakes Dr. including eyebrow cul-de-sac; **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 Five Hundred Five Thousand Dollars (\$505,000), 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) 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.

- (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:

That the following described lots and tracts situated in **Indian Ridge at Clearwater**, Clearwater, Sedgwick County, Kansas shall each pay **31/1572** of the total cost payable by the improvement district:

Indian Ridge at Clearwater

Lots 12 – 15, Block 1

Lots 3 – 6, Block 2

Lots 11 – 14, Block 2

That the following described lots and tracts situated in **Indian Ridge at Clearwater**, Clearwater, Sedgwick County, Kansas shall each pay **75/1572** of the total cost payable by the improvement district:

Indian Ridge at Clearwater

Lots 16 – 23, Block 1

Lots 7 – 10, 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 12 – 23, Block 1

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

By: _____



Bryan Lagaly, Managing Member

Bryan Lagaly Properties, LLC

3/04/2025

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 12 – 23, Block 1

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 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 Three Hundred Seventy-Four Thousand Dollars (\$374,000), 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: \$10,000 to be paid by the City-at-large and the remaining balance to be assessed against the Improvement District.

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 12 – 23, Block 1, Lots 3 – 14, Block 2, Lots 1 – 4, Block 3, Indian Ridge at Clearwater, City of Clearwater, Sedgwick County, Kansas, shall each pay 1/28 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
-------------------	-----------	------

Indian Ridge at Clearwater

Lots 12 – 23, Block 1

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

By:  2/24/2025
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 12 – 23, Block 1

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 Four Hundred Eighty-Five Thousand Dollars (\$485,000), 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 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 12 – 23, Block 1, Lots 3 – 14, Block 2, Lots 1 – 4, Block 3, Indian Ridge at Clearwater

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 respread agreement submitted to the City of Clearwater, City of Clearwater, Sedgwick County, Kansas, shall each pay 1/28 of the total assessed cost of the Improvements.

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 12 – 23, Block 1

Lots 3 – 14, Block 2

Lots 1 – 4, Block 3

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

3/04/2025

**City of Clearwater
City Council Meeting
March 11, 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 be 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.

These resolutions will supersede the resolutions that were adopted on February 11, 2025.

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 for through special assessments when the project is finalized.

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

Recommendations/Actions:

1. Adopt Resolution 5-2025 - **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 02-2025.**
2. Adopt Resolution 6-2025 – **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 03-2025.**
3. Adopt Resolution 7-2025 - **A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF CLEARWATER, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 04-2025.**

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MARCH 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; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 02-2025.

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 March [____], 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; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 02-2025.

WHEREAS, a new 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 all 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; and

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. 02-2025 of the City.

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 TOMAHAWK ST. from the north line of Lot 11, Block 1 to the west line of Indian Lakes Dr. including eyebrow cul-de-sac; 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 or probable cost of the Improvements is: \$505,000. 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 12 – 23, Block 1

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 for which the Improvement District shall be liable shall be on a fractional basis.

That the following described lots and tracts situated in **Indian Ridge at Clearwater Addition**, in the City of Clearwater, Sedgwick County, Kansas shall each pay 31/1572 of the total cost payable by the Improvement District:

Indian Ridge at Clearwater

Lots 12 – 15, Block 1

Lots 3 – 6, Block 2

Lots 11 – 14, Block 2

That the following described lots and tracts situated in **Indian Ridge at Clearwater Addition**, in the City of Clearwater, Sedgwick County, Kansas shall each pay 75/1572 of the total cost payable by the Improvement District:

Indian Ridge at Clearwater

Lots 16 - 23, Block 1

Lots 7 – 10, 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.

(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 Resolution No. 02-2025, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. 02-2025 are hereby amended, restated and repealed.

Section 5. 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 March 11, 2025.

(SEAL)

Justin Shore, Council President

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 March 11, 2025 as the same appears of record in my office.

DATED: March 11, 2025.

Jaye Poe, Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MARCH 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; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 03-2025.

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 March ___, 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; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 03-2025.

WHEREAS, a new 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; and

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. 03-2025 of the City.

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:

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

(b) The estimated or probable cost of the Improvements is: \$485,000. 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 12 through 23, Block 1

Lots 3 through 14, Block 2

Lots 1 through 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 12 through 23, Block 1, Lots 3 through 14, Block 2, and Lots 1 through 4, Block 3, Indian Ridge at Clearwater, shall each pay 1/28 of the total assessed cost of the Improvements.

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 of Clearwater.

(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 Resolution No. 03-2025, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. 03-2025 are hereby amended, restated and repealed.

Section 5. 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 March 11, 2025.

(SEAL)

Justin Shore, Council President

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 March 11, 2025 as the same appears of record in my office.

DATED: March 11, 2025.

Jaye Poe, Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MARCH 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; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 04-2025.

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 March ___, 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; AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/INDIAN RIDGE AT CLEARWATER - PHASE 2); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. 04-2025.

WHEREAS, a new 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; and

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. 04-2025 of the City.

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:

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

(b) The estimated or probable cost of the Improvements is: \$374,000. 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

Lots 12-23, Block 1

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 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 12 through 23, Block 1, Lots 3 through 14, Block 2, and Lots 1 through 4, Block 3, Indian Ridge at Clearwater, Sedgwick County, Kansas, shall each pay 1/28 of the total assessed cost of the Improvements.

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 of Clearwater.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: \$10,000 to be paid by the City-at-large and the remaining balance to be assessed against the Improvement District.

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 Resolution No. 04-2025, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. 04-2025 are hereby amended, restated and repealed.

Section 5. 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.

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

(SEAL)

Justin Shore, Council President

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 March 11, 2025 as the same appears of record in my office.

DATED: March 11, 2025.

Jaye Poe, Clerk