



City of Clearwater Council Meeting Agenda
Tuesday May 27, 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. [Approve Hire – FT Officer](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [General Obligation Bond Series 2025](#)
 - b. **Review:** [130 N Grant Extension](#)
 - c. **Action:** [Chisholm Ridge Lot Offer](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

City of Clearwater Council Workshop Agenda
Tuesday May 27, 2025, following Council Meeting
129 E Ross Clearwater, KS 67026

1. **Call to Order**
2. **Budget Discussion**
3. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1118

Resolution: 11-2025

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**
May 13, 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, Samantha Warkins and Shirely Palmer-Witt.

The following staff members were present:

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

Others present who spoke:

Kendall Pierce and Johnny Mishler.

3. Approval of Agenda

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

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Wholesale Fireworks Sales

Purchase of Public Works Vehicle

Accept Resignation – Ian McGuire

Approve hire – Seasonal workers

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council discussed the KDHE wastewater permit and the City being in compliant. The City will continue to pursue going transitioning to partial non-discharge. Zollinger mentioned that going full non-discharge into the Ninnescah River will probably never happen. Palmer-Witt inquired whether TruGreen handles spraying along the fence line at the Sports Complex ball fields. Zollinger stated that Public Works handles most of the spraying, but if any issues arise with TruGreen's chemicals, Whitney addresses it. Palmer-Witt inquired about the house across from Elementary East. Zollinger explained the matter has been addressed with Professional Code Compliance (PCC), but the property is now federally owned, and the City has not received any responses from them. If the situation remains unresolved, the City may need to hire or arrange for cleanup and place the costs on the tax roll. Mayor Ussery congratulated Poe on completing the MiniMPA program and asked about her next steps.

Zollinger noted that Poe is entering her fourth and final year in the Certified Municipal Clerks academy. Warkins asked what KMIT was, Zollinger answered Kansas Municipal Insurance Trust, which serves as the City's Workers' Compensation provider. With the gold rating the City receives around a 5% discount.

- Fire Department – Jared Dinwiddie – None.
- Police Department – Kirk Ives – Warkins inquired about interviews following an officer's resignation, and Ives confirmed that one is scheduled for Thursday. The Council asked whether this would bring the department to full staffing, Zollinger noted it would increase the count to six officers, but has budgeted for seven. Shore suggested that newer officers introduce themselves to local business owners. The Council discussed SPV permits, asking if issuance was comparable to previous years. Ives confirmed it is, with more expected as summer and the fall festival approach. Shore asked about license limitations for SPVs, and Ives stated that operation is restricted to licensed drivers, confirming an issue from that morning with a kid.
- Public Works/Parks – Cole Hollis – Warkins shared that the approved seasonal employee is eager to return to Public Works again this year. Hollis said they are glad to have him come back. Council asked what kind and how many fish were stocked at the Chisholm Ridge Ponds, Hollis stated they just helped KDWP unload the fish and he believes they are small mouth bass and catfish. Council then asked about the radios and meters, Hollis stated they have around 765 turned on with about 1,133 total meters. It was mentioned that the east pond needed sprayed, Hollis stated they did it in late March and is on his list to get done again.
- Senior Center – Amber Ives – Council inquired about the coffee last week, Ives stated that she had the day off but that it seemed to go well with attendance being a few lower than normal.

7 Proclamation - National Police Week

Mayor Ussery had President Shore read the Proclamation. WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and WHEREAS, the members of the law enforcement agency of the City of Clearwater, Kansas play an essential role in safeguarding the rights and freedoms of City of Clearwater, Kansas; and WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and WHEREAS, the men and women of the law enforcement agency of City of Clearwater, Kansas, unceasingly provide a vital public service; NOW, THEREFORE, I, Burt Ussery, Mayor of the City of Clearwater, Kansas, call upon all citizens of the City of Clearwater, Kansas, and upon all patriotic, civic and educational organizations to observe the week of May 11–17, 2025, as Police Week with appropriate ceremonies and observances in which all of the people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens. Burt further calls upon all citizens of the City of Clearwater, Kansas to observe Thursday, May 15, 2025, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes. IN WITNESS THEREOF, Burt has hereunto set his hand and caused the Seal of the City of Clearwater, Kansas to be affixed.

8. Hearing – Nuisance 130 N Grant

Kendall Pierce with PCC was present to discuss the nuisance at 130 N. Grant. A packet with pictures and all contact information for this nuisance was provided. There have been several letters sent to 130 N. Grant regarding Article 8-608, unlawful acts for exterior yard. The scattering over, parking, leaving, depositing, and accumulation in the yard following the lumber, wire, metal, tires, concrete, masonry. Plastic products is one of the main issues. Kendall

stated the property had been visited 7 times with several phone calls with the owner. Kendall is asking for guidance on how Council would like to proceed. He spoke with the owner and discussed putting up a chain link fence with a barrier to obstruct the view which seemed like a good compromise. Council asked whether a business was being operated from the property. Zollinger clarified that it is zoned Industrial and used for growing tomatoes, storing tractors, and housing a steel building where a printing business used to operate out of, while his residential property is located just north of it. Mayor Ussery confirmed that the fence proposal had been discussed with the owner, with Pierce stating that while the owner appeared open to the idea, no action had been taken. Pierce stated the issue extends beyond just the plastic—it also involves broken pots, unused containers, and general stagnation. Only about a third of the pots contain plants, while the rest are deteriorating. Mayor Ussery pointed out that the property had been mowed, Pierce said it had. He stated the last time he visited there were bags around the property and asked for those to be cleaned up, but again he tried to work with the owner like he has the other residents with violations. Mayor Ussery asked where the fence compromise was going, Pierce stated there was no improvement as of last week and maybe a timeframe can be set. It was stated that even though it is a commercial/Industrial property, the nuisance violation would not change. With the fence being discussed last week, Mayor Ussery doesn't think they should be alarmed but believes that it is a good idea to put one up with a timeline of maybe 30-60 days, if it isn't done then action will be taken, Pierce agreed. Warkins inquired about the drive north of the property, and Zollinger clarified it is a city-owned alleyway connecting Grant to Byers. Pierce noted that previous violation deadlines and extensions have been granted, suggesting that a Council-imposed timeframe could encourage compliance. Zollinger stated the fence cannot exceed 4 feet and must stay within the property line. Mayor Ussery recommended drafting a letter outlining the type of fence, perimeter and 60 days to comply. If the issue is unaddressed, it will come back to Council for action. The next step would be adopting a Resolution determining this a nuisance that gives him a set time limit to comply or request a hearing. If unresolved, then it would go to municipal court, Ufford stated and/or the City could abate it. Mr. Mishler arrived, and Mayor Ussery asked if he could construct the fence that was previously discussed. Mishler does not see an issue with the pots. Pierce stated there are also vehicles on the property, the pots aren't the only complaint. Mishler stated they are farm property, and the tractors are protected by State. Mishler shared details about an accident that left him crippled, explaining that he works on the pots while seated. Mayor Ussery questioned whether the potted plants were the actual nuisance. Pierce clarified that, under city code, exterior yard conditions include—but are not limited to—scattering, parking, depositing, and accumulation of plastic products. Zollinger stated that pots are not explicitly mentioned in the code, but Pierce emphasized that the concern lies not just with the pots themselves, but their accumulation and condition. Mayor Ussery asked if the ordinance restricts the number of pots, Zollinger explained that nuisance determinations are based on perceptions of blight or unpresentable conditions, as evaluated by PCC. The site has been deemed untidy, unclean, and disorderly, warranting remediation, cleaning, or concealment. Palmer-Witt questioned whether all pots were actively in use, it appears not and last year it appeared the same. Mishler stated it takes time, and they have been filled for the last 20 years and mentioned a farmers' market from the past. Mayor Ussery stated not to limit the pots, but they need to be slightly, Mishler thinks only 3 are broken. Ussery asked If the fence isn't put up, would removing the pots rectify the violation, Pierce believes so. Mishler mentioned he works for Clearwater at the brush dump. Ussery said he can put a fence up or clean it up, then discussion on the property line and placement of the fence was had. Mayor Ussery asked if Hollis could go over and help Mishler determine where the fence could go. Ussery also told Mishler that the fence screen should not become disarray to avoid another nuisance. Mishler agreed to put up a fence within 60 days but was told he must still maintain the yard. Shore asked if this would take care of the vehicles, Pierce stated it should and it was asked if the vehicles were current on tag and operational to which Mishler said they were. Zollinger stated If a vehicle is not operational (move with its own power) then it is considered inoperable and would be a nuisance. Mayor Ussery said Mishler will have 60 days to put up the fence, if it's not done then he can request another hearing, but the council will then take action on what comes next.

9. **Business**

a. **Ordinance to annex 8031 S. Butterfly Ct.**

This is the final step to annexing a lot in Prairie Meadows. It was approved through the Sedgwick County consent agenda with no further discussion from them.

Motion: *Warkins* moved; *Palmer-Witt* seconded to adopt Ordinance 1117 annexing Lot 5 Block 2 Prairie

Meadows Estates, commonly known as 8031 S Butterfly Ct, into Clearwater city limits. Voted and passed unanimously.

b. Mayoral Annual Appointments

Per State Statute and Clearwater Municipal Code, the Mayor is required at the first meeting in May to appoint city officers; Fire Chief, Chief of Police and board members with expired terms. For 2025 there is one position for Chisholm Trail Rec Commission with a four-year term which Mayor Ussery is recommending Shirley Palmer-Witt as a representative for the City Council similar to the school. The Planning Commission will have Kenny Watson and John Hurley reappointed with Ron Witt and J. Dwayne Schneider being appointed for a full board. The Historical Society will reappoint Jennifer McMillan, Randy Joslin and Greta Colbert. The library board will have Jenna Roskilly reappointed with one vacancy. The Fire Department will have the rest of the volunteers be appointed. There are nine people on the Historical Board.

Motion: Shore moved; **Walter** seconded to approve the 2025 Mayoral appointments. Voted and passed unanimously.

8. Governing Body

Walter – Will be gone at the next meeting on May 27th.

Shore – Has received many compliments on the road construction.

Palmer-Witt – Wanted to know what the warranty was for the road work being done, Zollinger stated one year. Palmer-Witt mentioned the pothole in front of Shackelford, Zollinger stated that Pearson did not do that road and it is on her list of things to get fixed. Zollinger has submitted the 100 block of Grant though to Pearson as an issue.

Ussery – None.

9. Executive Session

None.

10. Adjournment

Motion: Palmer-Witt moved; **Warkins** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:28 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 May 13th, 2025, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27th day of May 2025.

Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Workshop - **MINUTES**
May 13, 2025
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Budget Discussion

This discussion will go over the questions that has been received from Council after the budget workshop on the 29th of April. A budget calendar was given to council. Zollinger would like the budget to be completed on August 26th.

May 13 th	6:30PM – <i>after council</i>	Budget Workshop
May 19 th	10:00AM	Fire Budget Discussion
May 20 th	10:00AM 1:00 PM	PD Budget Discussion Admin Budget Discussion
May 21 st	10:00 AM 1:00 PM	SR Budget Discussion PW Budget Discussion
May 27 th	6:30 PM – <i>after council</i>	Budget Workshop – Go over detail
June 10 th	6:30 PM – <i>after council</i>	Budget Workshop – Finish up detail
June 15 th	<i>Assessed Valuations received from County</i>	
June 24 th	6:30 PM – <i>after council</i>	Budget Workshop – Determine if city will exceed RNR
July 8 th	6:30 PM – <i>after council</i>	Budget Workshop – Finalize details of budget
July 20 th	RNR Notice DUE to County Clerk	
August 7 th	Send Budget Hearing/RNR Notice to newspaper and post on website	
August 20 th – September 20 th	RNR and Budget Hearing must be held	
August 26 th	6:30 PM – <i>regular council</i>	Budget/ RNR Hearing and Budget Adoption
October 1 st	Budget due to County Clerk	

An easement machine was discussed at the workshop ranging from used \$1,430 from up to \$52,250 on Purple Wave. New ranges \$105,000 or \$115,000. The sewer department has \$87,500 in equipment reserve discretionary. It was asked if Mayer Specialty could be called on short notices for these easement issues. Hollis said that we do have a contract with them already that has never been used as public works can get it done quicker. Council asked how often it would be used, Hollis said they would use it in the event of an emergency call-out where the easement car or sewer header won't fit. These usually last 2-3 hours with 2 guys, and with alley access not available it makes it tighter or impossible. Hollis wants to keep the current level of service when emergencies arise. When they must go into a backyard it is a 4-man job. Zollinger said Mayer can be contacted currently but could leave the idea of authorization to search for a machine open.

The townships' contributions were discussed at the previous meeting. Conway springs charges Illinois \$5,834 and will increase that by 4% in 2026 then every 2 years they will do a 1-2% increase. Previously the Mayor would meet with the township secretary to come to a number to be presented for approval. Clearwater receives around \$7,400 from Illinois township. For Ninnescah township they levy 4.7 mils which is \$80,000 that comes to Clearwater Fire Department and \$3,000 for emergency volunteers that is currently going to their donation account which currently has of \$30-40k. The original agreement said 6 mils, and then a few years later it was approved to receive whatever they budgeted. If the City increased it to 6 mils, it would increase township taxes \$69 annually on a \$100,000 house. If they don't agree and decide to go with Sedgwick County Fire District 1, they would be at 17 mils which would increase the township taxes by \$195.50 on a \$100,000 house. There has been an increase from Ninnescah the last couple of years. It was \$76k then \$78k last year and \$80k this year it is recommended to have the Mayor have a conversation with Ninnescah township and the Mayor of Conway Springs on negotiations and agreements. If it went up to 6 mils, that would increase approximately \$19,800.

The Senior Center expansion has been discussed. Zollinger and Ives sent David Wells numbers on the growth of the center which came out to about 13% each year from 2020-2024. From the 1990-2020 Census 39% of the population is 45+. In the 202 census 17% of that 39% was 55+. Dave Wells said the space is adequate for what the class sizes are. Amber provided attendees on average for each class. There are options to extend on the South Side of the building or the West side of the building. An estimated \$200/sq.ft for construction costs only and closer to around \$375/sq. ft for all work needing done was given. Zollinger stated that there is money set aside for new building or growth of building and the next step would be to authorize the expense to hire an architect to do a design bid build for the cost of the project. Mayor Ussery inquired whether the City assisted with the recreation commission's Facebook survey. Zollinger confirmed it did not and Mayor encouraged everyone to review the survey. Council mentioned putting a pie chart of the budget on the website or Facebook page.

The Police Department had a follow up on the 7th full-time position from the previous meeting. Ives stated that after many lengthy conversations with Zollinger, he has decided to let that position go. Mayor Ussery said a revisit may be needed for an additional officer for future growth at some point and taking it off the budget for 2026 does not mean it's to never be considered again. Council would like to have the number of new houses that have been built in Clearwater for the last few years.

8. Adjournment

Motion: *Shore* moved; *Walter* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:06 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 May 13th, 2025, City Council Workshop.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27th day of May 2025.

Jaye Poe, City Clerk

Check Register Report

Date: 05/20/2025

Time: 1:48 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								
51646	05/21/25	Printed			AMAZ	AMAZON BUSINESS	TONER/EVIDENCE TAPE/ENVELOPE	484.75
51647	05/21/25	Printed			APP	APPLIED CONCEPTS INC	RADAR REPAIR	107.50
51648	05/21/25	Printed			BTM	BOUND TREE MEDICAL	MEDICAL SUPPLIES	445.88
51649	05/21/25	Printed			CORE &	CORE & MAIN LP	RADIO FOR METER	187.50
51650	05/21/25	Printed			DOS1	DIGITAL OFFICE SYSTEMS	COPIER COLOR OVERAGE	20.03
51651	05/21/25	Printed			HSB1	EMPRISE BANK	POOL START UP \$/BACK UP CHANGE	200.00
51652	05/21/25	Printed			G	G WORKS	4 ROUNDS OF DATA PULL	12,000.00
51653	05/21/25	Printed			GARV	GARVER, LLC	IR PHASE 2 ENGINEER SERVICES	41,445.00
51654	05/21/25	Printed			GLOBAL	GLOBAL INDUSTRIAL	POOL ADA TABLE TOP AND SEAT REPLACEMENT	589.94
51655	05/21/25	Printed			GT	GT DISTRIBUTORS, INC	VESTS/CARRIERS/VELCRO ID/PATCH	1,448.25
51656	05/21/25	Printed			H002	HACH COMPANY	TESTING CHEMICALS	538.75
51657	05/21/25	Printed			HOME	HOME DEPOT	PAINT/PAINT TRAY/BRUSH/RAGS	540.55
51658	05/21/25	Printed			INTER	INTERLINGUAL	COURT INTERPRETER 25-29 A.LOPEZ	163.86
51659	05/21/25	Printed			JHS1	J & H STORAGE	JUNE STORAGE RENTAL	65.00
51660	05/21/25	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE CITY/POLICE	579.16
51661	05/21/25	Printed			M-SARGE	M-SARGE PROPERTY SERVICES LLC	INSTALL H2O FOUNT/ICE MACHINE SENIOR CENTER	650.00
51662	05/21/25	Printed			MCDONALD	MCDONALD TINKER PA	APRIL ATTORNEY FEES	1,938.71
51663	05/21/25	Printed			MHF1	MEL HAMBELTON FORD	VEH #3 OIL CHANGE/TIRE REPAIR	102.85
51664	05/21/25	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	BACTI SAMPLE	135.00
51665	05/21/25	Printed			MIKE'S	MIKE'S LLC	TOWING TO TRUE2U Veh #2	75.00
51666	05/21/25	Printed			MIG1	MIZE'S THRIFTWAY	VOLUNTEER APPRECIATION	161.19
51667	05/21/25	Printed			MC05	MULVANE COOP	PIPE REPAIR CEMENT-POOL	157.24
51668	05/21/25	Printed			OR	O'REILLY AUTO PARTS	SPARK PLUG 2004 DOGE	64.75
51669	05/21/25	Printed			PCC	PROFESSIONAL CODE COMPLIANCE	MAY CODE COMPLIANCE	1,700.00
51670	05/21/25	Printed			RJ01	ROASTER JOE'S	PW DRINKING WATER	31.32
51671	05/21/25	Printed			SCDF	SEDGWICK COUNTY	APRIL PRISONER HOUSING	45.60
51672	05/21/25	Printed			0004	SEDGWICK COUNTY	WELL #7	1,564.37
51673	05/21/25	Printed			SIRCHIE	SIRCHIE	FINGERPRINTING TOWELETES	84.58
51674	05/21/25	Printed			SPEAR	SPEARTAC SOLUTIONS, LLC	SHIRT FOR CHIEF IVES	41.45
51675	05/21/25	Printed			TSN1	TIMES-SENTINEL	SPRING SPORTS GUIDE	131.00
51676	05/21/25	Printed			USAB1	USA BLUE BOOK	FLOATS BIG WET WELL	300.08
51677	05/21/25	Printed			SAMA	SAMANTHA WARKINS	MILEAGE LKM LEADERSHIP WARKINS	247.80
51678	05/21/25	Printed			WL01	WHITNEY LANDSCAPING	MAY MOWING	6,223.00
51679	05/21/25	Printed			WTC1	WICHITA TRACTOR CO.	LAND PRIDE PTO REBUILD	123.30
51680	05/21/25	Printed			ZORO	ZORO TOOLS, INC	BATTERY FOR BOAT FD	211.98

Total Checks: 35

Checks Total (excluding void checks):

72,805.39

Total Payments: 35

Bank Total (excluding void checks):

72,805.39

Check Register Report

Date: 05/20/2025

Time: 1:48 pm

Page: 2

City of Clearwater

BANK: EMPRISE BANK - EFT

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK - EFT Checks								
3578	05/21/25	Printed			BEAM	BEAM	JUNE BEAM VISION DENTIST	1,279.34
3579	05/21/25	Printed			BLUE	BLUE CROSS AND BLUE SHIELD	JUNE BCBS PREMIUM	17,030.26
3583	05/21/25	Printed			VISA	CARDMEMBER SERVICES	WARKINS HOTEL LKM CONFERENCE	2,462.60
3584	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	319 W. ROSS FIRE STATION	385.31
3585	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	107 S. GRAIN OLD TOWNSHIP BUIL	43.39
3586	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS CITY BUILDING	316.22
3587	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	400 W. ROSS	141.38
3588	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	604 E ROSS WELL HOUSE @ PARK	106.97
3589	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	650 E ROSS POOL HOUSE PARK LTS	351.65
3590	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX	367.80
3591	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	11159 S 135TH SEWER PONDS 2ND	274.19
3592	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	149 N. FOURTH MUSEUM	140.55
3593	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	901 CLEARCREEK PG LIFT STATION	136.91
3594	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS OLD TOWNSHIP BUILD	26.55
3595	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX	183.58
3596	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1100 E. ROSS PUMP CR PONDS	26.55
3597	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	602 E. ROSS CITY PARK	123.36
3598	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS PW BUILDING #2	28.73
3599	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	STREET LIGHTS	2,373.23
3600	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	100 E. ROSS EMPTY LOT	41.51
3601	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9731 S. 135TH DIAGONAL SIGN	25.29
3602	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	1200 E. ROSS CR PONDS	26.55
3603	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	9801 S. 135TH W PUMP	81.72
3604	05/21/25	Printed			EVERGY	EVERGY KANSAS CENTRAL	921 E JANET SENIOR CENTER	346.33
3605	05/21/25	Printed			FARMERS	FARMERS BANK	JUNE FCMI RESERVE PAYMENT	6,429.55
3606	05/21/25	Printed			KST1	KANSAS STATE TREASURER	GO BOND SERIES 2017	5,820.00
3607	05/21/25	Printed			SAM1	SAM'S CLUB	VOLUNTEER APPRECIATION	133.20
3608	05/21/25	Printed			VER	VERIZON WIRELESS	STATEMENT	529.72

Total Checks: 28

Checks Total (excluding void checks):

39,232.44

Total Payments: 28

Bank Total (excluding void checks):

39,232.44

Total Payments: 63

Grand Total (excluding void checks):

112,037.83

**City of Clearwater
City Council Meeting
May 22nd, 2025**

Hire of full-time Police Officer

Context: Chief Ives request approval to hire Officer Jordynn Corbett as a full-time police officer. This will fill the full-time position that will open when Officer Ian McGuire left. This will bring the department to 6 full-time officers including the Chief. Corbett will not attend KLETC. Corbett is a full-time certified officer through the state of Kansas in good standing.

Corbett will have FTO training (Field Training Officer) with the other officers to learn about the area and policies of the Clearwater Police Department. Corbett has approximately 4 years of being on the road at Haysville Police Department and is FTO certified. We feel Officer Corbett will fit in well in the Clearwater Police Department.

Financial: Starting pay for Officer Corbett will be \$23.00 per hour, which is within the new pay range and falls in line with the current budget.

Recommendations/Actions: Hire Officer Jordynn Corbett for the full-time police officer position contingent with Council approval. Officer Corbett has passed his psychological exam but still must complete the POET testing. This is a health screening all city employees must complete. That test is on May 29th, 2025.

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: May 27, 2025
Re: Administration Report

- I had a kickoff meeting with Sensus for the AMI on Wednesday the 21st. It will take a minimum of 2 weeks on Sensus' end to configure a report to import into our accounting software. We should be live for billing by July.
- Jaye and I attended the budget workshop on May 13th.
- All department budget meetings were conducted by May 21st.
- I will have a budget meeting with Rec Director Carol B. on Friday the 30th.
- The pool opens on Saturday, May 24th (If the temperature is below 70°, the pool does not open.) The Rec Commission is planning some games for the opening day for attendees.
- We are continuing the training process for ERP Pro 10.
- The Railroad Crossing on Tracy has been repaired.
- City offices will be closed Monday May 26th to observe Memorial Day.
- Nuisance Update on 317 E Ross: Chief Ives was able to reach a person from the HUD housing unit in DC and they are contacting a contractor to get the property cleaned up.
- I will be out of the office on June 5th and 6th.
- As of April 2025: 1% Sales Tax Collected: **\$120,495.21**

Dates to Remember

- May 24th – Pool Open
- May 26th – City Offices Closed
- June 10th – Budget Workshop After Council
- June 15th – Assessed Valuations due from County
- June 24th – Determine with City will exceed RNR
- July 8th – Finalize Budget
- August 26th – Budget Hearing and Adoption

Active Nuisances/ Code Violations

205 S Tracy	321 E Nancy	317 E Ross	139 N Lee	150 N Tracy
139 N Gorin	249 N Grant	130 N Grant	235 N Lee	257 N Byers
312 S Lee	146 N Lee	148 N 1 st	350 S Prospect	148 S 3 rd
131 S Prospect	310 E Wood	208 W Ross	601 Rolling Hills Dr	

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: May 22, 2025

Re: Fire Department Staff Report

- Clearwater Fire responded to **6** 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 **14** times.
- The department has begun its annual pump operator/driver certification/recertification of its members.
- Fire personnel performed their annual driver confidence course at our last meeting on the 20th.
- Clearwater Fire assisted in the CIC's Water Day on the 15th.
- The department has been awarded a grant from Nationwide Insurance (in conjunction with the National Education Center for Agriculture Safety) for rescue equipment for grain bin emergencies. This award will supply CFD with a grain bin rescue tube, grain auger, and free training on the equipment.
- The Clearwater Fire Department Fund Raising Committee will be hosting a hot dog lunch fundraiser during the city-wide garage sales on June 7th from 11-1 P.M.
- The department will conduct an Honorable Discharge ceremony for Kurtis Lauterbach at our meeting on June 3rd. In recognition of his years of service and dedication to the citizens of Clearwater, and surrounding townships, Kurtis will be presented with his helmet from the department.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: May 22, 2025

Re: Police Department Staff Report

Officers:

All the officers are working on finishing their training hours

Officers have been very busy with warrants and arrests.

SGT Pickens and LT Gearhardt have been working hard on background checks for officers to fill the open position left by Officer McGuire.

Police Clerk:

SPV permits this year to date is 75.

Building:

Nothing to report.

Vehicles:

Our new vehicle has been pushed back due to availability. We are told it will be next month.

Matters of interest since the last meeting on Police Activity:

We have had 78 dispatched/reported calls with 21 arrests and 40 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: May 27, 2025

Subject: Public Works Summary

1. Replaced BadBoy mower tension spring
2. Continue to replace meters
3. Main drag wheel on land pride mower was replaced
4. A fire hydrant was repaired on Elaine
5. The hydrovac was used on the meter pits to clean for meter/radio installation
6. There was a repair on a water service line at 9900 W 103rd
7. Activating the new AMI system on the meter radios (833 on now)
8. Added cold patch to 1st and Kansas
9. Added the shorter trail to Hammers Park
10. Sprayed algae and cattails at Chisholm Ridge Ponds
11. Pool has been filled, chemicals added, and pumps running
12. Dragged city park ballfield. This is done at least once a week.
13. Re-installed base stem at city park ball field.
14. Ran drain bladder at city park concession
15. Delivered commodities to Senior center
16. City Fire Extinguishers checked by Safety Tec
17. Delivered the flagpoles to cemetery for Memorial Day
18. Helped Mike Weakley, cemetery sexton, fix a flagpole rope at cemetery



Clearwater Senior Center Staff Report

May 21, 2025

To: Mayor & City Council

From: Amber Ives, Coordinator

One of our visiting agencies brought in a fun activity this week. Drum Ball. We have done this in the past, but this time, it clicked and the participants are asking to add this event to the schedule more often. Our friend will be back for a morning session in June, but then starting in July, we will be adding Drum Ball weekly with a volunteer leader.

We continue to have multiple people doing multiple activities at the Center, as much as the space allows. On Tuesday, we had Drum Ball, Bingo, Crafts and Games all in one afternoon. (pictures below)

We are looking forward to our Lunch Bunch outing at Stearman's in Benton later this month. We are at 30 people who signed up to enjoy lunch together. If you would like to join us, please let me know as soon as possible so I can add you in the numbers for space reserved.

Respectfully,
Amber Ives
Senior Center Coordinator

Attendance	Monthly Participants (Unduplicated)	New to the Center	Commodities
January	83	5	0
February	91	2	56
March	105	11	0
April	79	5	47
May	94	2	0



Drum Ball



Crafts



Crafts &
Games



BINGO

**City of Clearwater
City Council Meeting
May 27, 2025**

**INDIAN RIDGE PHASE 1. SPECIAL ASSESSMENT PROCESS AND ESTABLISHING THE PUBLIC HEARING
DATE**

Context: The Indian Ridge Phase 1 projects are complete, and we anticipate issuing bonds to permanently finance them in August. Much of the costs are to be paid by special assessments upon benefiting property owners. Before levying assessments, state law requires the city to hold a hearing allowing property owners to comment on proposed assessments. Tonight's action schedules the hearing for the June 24 city council meeting and authorizes city staff and consultants to provide for the appropriate notices. Special assessment billings will begin with December 2025 tax statements. Assessments will be for 20 years to cover the related debt service payments of the General Obligations Bonds to be issued later this summer.

Financial: Special assessments will cover the bonded debt service related to these improvements.

Attachments

Tables summarizing final costs and proposed assessments

Exhibit A – Statement of Final Costs

Exhibit B – Assessment Roll Certification

Exhibit C – Notice of Public Hearing

Exhibit D – Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

Recommendation/Action:

Move to:

1. Approve each of said documents/exhibits;
2. Schedule a public hearing on June 24
3. Publish the Notice of Public Hearing
4. Mail the notice to each property owner; and
5. Make the same available for public inspection.

[illegible]

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MAY 27, 2025**

The Governing Body met in regular session at the usual meeting place in the City at 6:30 P.M., the Mayor presided and the following members of the Governing Body being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

There were presented certain documents relating to the following described improvements previously authorized by the governing body:

Project No. 1 - Indian Ridge at Clearwater – Paving Improvements

Resolution No. 10-2022

Construction of pavement on ARROWHEAD/TOMAHAWK ST. from the north line of Ross Ave. including cul-de-sac to the north line of Lot 11, Block 1; COPPERHEAD ST., from the east line of Arrowhead St. to the east line of Lot 9, Block 3; INDIAN LAKES DR. from the north line of Arrowhead St. to the north line of Lot 15, Block 2, 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 the City of Clearwater.

Project No. 2 – Indian Ridge at Clearwater - Sanitary Sewer Improvements

Resolution No. 08-2023

Construction of a lateral sanitary sewer

Project No. 3 – Indian Ridge at Clearwater - Water Distribution Improvements

Resolution No. 07-2023

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances

Project No. 4 – Indian Ridge at Clearwater - Storm Water Drain Improvements

Resolution No. 06-2023

Construction of storm sewer pipe and grading

The documents presented are as follows:

Exhibit A – Statement of Final Costs

Exhibit B – Assessment Roll Certification

Exhibit C – Notice of Public Hearing

Exhibit D – Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

After full consideration thereof, Councilmember _____ moved to take the following action:

1. Approve each of the documents;
2. Establish June 24, 2025 at 6:30 P.M., or as soon thereafter as may be heard, to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Cause the City Clerk to publish the Notice of Public Hearing (***Exhibit C***) in the official City newspaper not less than 10 days prior to such public meeting date;
4. Mail the Form of Notice of Hearing and Statement of Cost Proposed to be Assessed (***Exhibit D***) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Notice of Public Hearing (***Exhibit C***); and
5. File each of the documents of record in the office of the City Clerk and make the same available for public inspection.

The motion was seconded by Councilmember _____, and approved by the following roll call vote:

Yea: _____

Nay: _____

* * * * *

(Other Proceedings)

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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)

City Clerk

EXHIBIT A-1

CITY OF CITY OF CLEARWATER, KANSAS

**PROJECT NO. 1 – INDIAN RIDGE AT CLEARWATER – PAVING IMPROVEMENTS
RESOLUTION NO. 10**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$303,479.96
ENGINEERING	78,362.47
NET NOTE INTEREST	39,277.83
NOTE COSTS OF ISSUANCE	8,437.88
BOND COSTS OF ISSUANCE	22,222.71
<i>TOTAL</i>	<i>\$451,780.85</i>

**PROJECT NO. 2 – INDIAN RIDGE AT CLEARWATER – SANITARY SEWER
IMPROVEMENTS--RESOLUTION NO. 08-2023**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$182,910.00
ENGINEERING	36,616.59
NET NOTE INTEREST	29,015.40
NOTE COSTS OF ISSUANCE	5,601.62
BOND COSTS OF ISSUANCE	13,143.51
<i>TOTAL</i>	<i>\$267,287.12</i>

**PROJECT NO. 3 – INDIAN RIDGE AT CLEARWATER – WATER DISTRIBUTION
IMPROVEMENTS--RESOLUTION NO. 07-2023**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$217,079.72
CITY AT LARGE CONSTRUCTION	19,450.00
ENGINEERING	31,257.48
NET NOTE INTEREST	25,989.32
NOTE COSTS OF ISSUANCE	5,199.82
BOND COSTS OF ISSUANCE	14,460.88
<i>TOTAL</i>	<i>\$313,437.22</i>

**PROJECT NO. 4 – INDIAN RIDGE AT CLEARWATER – STORM WATER DRAIN
IMPROVEMENTS--RESOLUTION NO. 06-2023**

STATEMENT OF FINAL COSTS

CONSTRUCTION	\$390,180.00
ENGINEERING	78,325.56
NET NOTE INTEREST	52,063.57
NOTE COSTS OF ISSUANCE	8,981.50
BOND COSTS OF ISSUANCE	27,394.18
<i>TOTAL</i>	<i>\$556,944.81</i>

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EXHIBIT B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of Clearwater, Kansas (the “City”), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefor in connection with certain internal improvements previously authorized by the governing body hereby reports that each and all of the respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated May 27, 2025.

CITY OF CITY OF CLEARWATER, KANSAS

By: _____
City Clerk

SCHEDULE I-1**INDIAN RIDGE AT CLEARWATER IMPROVEMENTS**

Legal Description (Indian Ridge at Clearwater)	PIN Number	Paving	Sewer	Water	Stormwater
Lot 1, Block 1		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 1		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Pt. of Lot 3, Block 1	30026196	\$8,406.95	\$5,451.29	\$6,813.45	\$5,679.41
Pt. of Lot 3, Block 1	30020127	\$8,081.40	\$5,240.20	\$6,549.61	\$5,459.49
Pt. of Lot 4, Block 1	30026216	\$8,652.62	\$5,610.59	\$7,012.55	\$5,845.38
Pt. of Lot 4, Block 1	30020128	\$7,835.73	\$5,080.90	\$6,350.50	\$5,293.52
Pt. of Lot 5, Block 1	30026214	\$8,300.55	\$5,382.29	\$6,727.21	\$5,607.53
Pt. of Lot 5, Block 1	30020129	\$8,187.81	\$5,309.19	\$6,635.84	\$5,531.37
Pt. of Lot 6, Block 1	30026212	\$8,125.81	\$5,268.99	\$6,585.60	\$5,489.49
Pt. of Lot 6, Block 1	30020130	\$8,362.54	\$5,422.49	\$6,777.46	\$5,649.41
Lot 7, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 8, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 10, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 11, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 12, Block 1					\$11,138.90
Lot 13, Block 1					\$11,138.90
Lot 14, Block 1					\$11,138.90
Lot 15, Block 1					\$11,138.90
Lot 16, Block 1					\$11,138.90
Lot 17, Block 1					\$11,138.90
Lot 18, Block 1					\$11,138.90
Lot 19, Block 1					\$11,138.90
Lot 20, Block 1					\$11,138.90
Lot 21, Block 1					\$11,138.90
Lot 22, Block 1					\$11,138.90
Lot 23, Block 1					\$11,138.90
Pt. of Lot 1, Block 2	30020148	\$6,802.75	\$4,411.09	\$5,513.32	\$4,595.68
Pt. of Lot 1, Block 2	30030021	\$9,685.60	\$6,280.40	\$7,849.73	\$6,543.22
Pt. of Lot 2, Block 2	30020149	\$7,771.97	\$5,039.55	\$6,298.82	\$5,250.44
Pt. of Lot 2, Block 2	30030022	\$8,716.38	\$5,651.93	\$7,064.23	\$5,888.45
Lot 3, Block 2					\$11,138.90
Lot 4, Block 2					\$11,138.90
Lot 5, Block 2					\$11,138.90

Lot 6, Block 2					\$11,138.90
Lot 7, Block 2					\$11,138.90
Lot 8, Block 2					\$11,138.90
Lot 9, Block 2					\$11,138.90
Lot 10, Block 2					\$11,138.90
Lot 11, Block 2					\$11,138.90
Lot 12, Block 2					\$11,138.90
Lot 13, Block 2					\$11,138.90
Lot 14, Block 2					\$11,138.90
Pt. of Lot 15, Block 2	30020162	\$7,807.51	\$5,062.60	\$6,327.63	\$5,274.45
Pt. of Lot 15, Block 2	30030023	\$8,680.84	\$5,628.89	\$7,035.43	\$5,864.44
Pt. of Lot 16, Block 2	30020163	\$8,160.34	\$5,291.38	\$6,613.58	\$5,512.81
Pt. of Lot 16, Block	30030024	\$8,328.01	\$5,400.10	\$6,749.47	\$5,626.08
Lot 1, Block 3					\$11,138.90
Lot 2, Block 3					\$11,138.90
Lot 3, Block 3			\$10,691.48		\$11,138.90
Lot 4, Block 3			\$10,691.48		\$11,138.90
Pt. of Lot 5, Block 3	30020168	\$14,752.38	\$4,782.92	\$5,978.07	\$4,983.07
Pt. of Lot 5, Block 3	30030026	\$18,224.32	\$5,908.57	\$7,384.99	\$6,155.82
Pt. of Lot 6, Block 3	30020169	\$7,377.68	\$4,783.88	\$5,979.27	\$4,984.08
Pt. of Lot 6, Block 3	30030025	\$9,110.67	\$5,907.60	\$7,383.78	\$6,154.82
Lot 7, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 8, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 1, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Parcel One*			\$10,691.48		

*Parcel One is legally described as: Beginning at a point on the South line and 360.00 feet east of the Southwest corner of the Southwest Quarter of Section 24, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, thence north parallel with the West line of said Southwest Quarter, 282.45 feet, thence east parallel with the South line of said Southwest Quarter, 179.43 feet, thence south parallel with the West line of said Southwest Quarter 282.45 feet, thence west along the South line of said Southwest Quarter, 179.43 feet to the point of beginning.

EXHIBIT C

(Published in the *Sedgwick Sentinel* on May 27, 2025)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF CLEARWATER, KANSAS

You and each of you are hereby notified that the governing body of the City of Clearwater, Kansas (the “City”) will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq.*, at 129 E. Ross Avenue, Clearwater, Kansas 67026, in the City, on June 24, 2025, or as soon thereafter as may be heard, at 6:30 P.M. The public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Project No. 1 - Indian Ridge at Clearwater – Paving Improvements

Resolution No. 10

Construction of pavement on ARROWHEAD/TOMAHAWK ST. from the north line of Ross Ave. including cul-de-sac to the north line of Lot 11, Block 1; COPPERHEAD ST., from the east line of Arrowhead St. to the east line of Lot 9, Block 3; INDIAN LAKES DR. from the north line of Arrowhead St. to the north line of Lot 15, Block 2, 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 the City of Clearwater.

Property Description:

Lots 1-11, Block 1; Lots 1-2, Block 2; Lots 15-16, Block 2; Lots 5-9, Block 3; and Lots 1-2, Block 4, Indian Ridge at Clearwater, in the City of Clearwater, Sedgwick County, Kansas

Cost of Improvements:

\$451,780.85.

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large

Project No. 2 – Indian Ridge at Clearwater - Sanitary Sewer Improvements

Resolution No. 08-2023

Construciton of a lateral sanitary sewer

Property Description:

Lots 1-11, Block 1; Lots 1-2, Block 2; Lots 15-16, Block 2; Lots 3-9, Block 3; and Lots 1-2, Block 4, Indian Ridge at Clearwater, in the City of Clearwater, Sedgwick County, Kansas; and a parcel described as Beginning at a point on the South line and 360.00 feet east of the Southwest corner of the Southwest Quarter of Section 24, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, thence north parallel with the West line of said Southwest Quarter, 282.45 feet, thence east parallel with the South line of said Southwest Quarter, 179.43 feet, thence south parallel with the West line of said Southwest Quarter 282.45 feet, thence west along the South line of said Southwest Quarter, 179.43 feet to the point of beginning.

Cost of Improvements:

\$267,287.12.

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large

Project No. 3 – Indian Ridge at Clearwater - Water Improvements

Resolution No. 07-2023

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances

Property Description:

Lots 1-11, Block 1; Lots 1-2, Block 2; Lots 15-16, Block 2; Lots 5-9, Block 3; and Lots 1-2, Block 4, Indian Ridge at Clearwater, in the City of Clearwater, Sedgwick County, Kansas

Cost of Improvements:

\$313,437.22

\$19,450 to be paid by the City-at-large and the remaining balance (\$293,987.22) to be assessed against the Improvement District

Project No. 4 – Indian Ridge at Clearwater - Storm Water Drain Improvements

Resolution No. 06-2023

Construction of storm sewer pipe and grading

Property Description:

Lots 1-23, Block 1; Lots 1-16, Block 2; Lots 1-9, Block 3; and Lots 1-2, Block 4, Indian Ridge at Clearwater, in the City of Clearwater, Sedgwick County, Kansas

Cost of Improvements:

\$556,944.81

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large

An Assessment Roll prepared in accordance with the referenced Resolution(s) approved by the governing body is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the governing body will consider an Ordinance levying such special assessments.

DATED May 27, 2025.

/s/ Jaye Poe, City Clerk

EXHIBIT D

**NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED**

June 4, 2025
City of Clearwater, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that there is proposed to be assessed against the property, certain amounts for the costs of certain internal improvements (the "Improvements") previously authorized by the governing body of the City of Clearwater, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on ***Schedule I*** attached hereto.

You are hereby further notified that the governing body of the City will meet on June 24, 2025, at 6:30 P.M., at 129 E. Ross Avenue, Clearwater, Kansas 67026, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. ***WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE PUBLIC HEARING.***

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part by July 24, 2025. Any amount not so paid within the time period prescribed will be collected in 20 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.*

Jaye Poe, City Clerk

SCHEDULE I

INDIAN RIDGE AT CLEARWATER IMPROVEMENTS

Legal Description (Indian Ridge at Clearwater)	PIN Number	Paving	Sewer	Water	Stormwater
Lot 1, Block 1		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 1		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Pt. of Lot 3, Block 1	30026196	\$8,406.95	\$5,451.29	\$6,813.45	\$5,679.41
Pt. of Lot 3, Block 1	30020127	\$8,081.40	\$5,240.20	\$6,549.61	\$5,459.49
Pt. of Lot 4, Block 1	30026216	\$8,652.62	\$5,610.59	\$7,012.55	\$5,845.38
Pt. of Lot 4, Block 1	30020128	\$7,835.73	\$5,080.90	\$6,350.50	\$5,293.52
Pt. of Lot 5, Block 1	30026214	\$8,300.55	\$5,382.29	\$6,727.21	\$5,607.53
Pt. of Lot 5, Block 1	30020129	\$8,187.81	\$5,309.19	\$6,635.84	\$5,531.37
Pt. of Lot 6, Block 1	30026212	\$8,125.81	\$5,268.99	\$6,585.60	\$5,489.49
Pt. of Lot 6, Block 1	30020130	\$8,362.54	\$5,422.49	\$6,777.46	\$5,649.41
Lot 7, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 8, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 10, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 11, Block 1		\$16,488.35	\$10,691.48	\$13,363.06	\$11,138.90
Lot 12, Block 1					\$11,138.90
Lot 13, Block 1					\$11,138.90
Lot 14, Block 1					\$11,138.90
Lot 15, Block 1					\$11,138.90
Lot 16, Block 1					\$11,138.90
Lot 17, Block 1					\$11,138.90
Lot 18, Block 1					\$11,138.90
Lot 19, Block 1					\$11,138.90
Lot 20, Block 1					\$11,138.90
Lot 21, Block 1					\$11,138.90
Lot 22, Block 1					\$11,138.90
Lot 23, Block 1					\$11,138.90
Pt. of Lot 1, Block 2	30020148	\$6,802.75	\$4,411.09	\$5,513.32	\$4,595.68
Pt. of Lot 1, Block 2	30030021	\$9,685.60	\$6,280.40	\$7,849.73	\$6,543.22
Pt. of Lot 2, Block 2	30020149	\$7,771.97	\$5,039.55	\$6,298.82	\$5,250.44
Pt. of Lot 2, Block 2	30030022	\$8,716.38	\$5,651.93	\$7,064.23	\$5,888.45
Lot 3, Block 2					\$11,138.90
Lot 4, Block 2					\$11,138.90
Lot 5, Block 2					\$11,138.90

Lot 6, Block 2					\$11,138.90
Lot 7, Block 2					\$11,138.90
Lot 8, Block 2					\$11,138.90
Lot 9, Block 2					\$11,138.90
Lot 10, Block 2					\$11,138.90
Lot 11, Block 2					\$11,138.90
Lot 12, Block 2					\$11,138.90
Lot 13, Block 2					\$11,138.90
Lot 14, Block 2					\$11,138.90
Pt. of Lot 15, Block 2	30020162	\$7,807.51	\$5,062.60	\$6,327.63	\$5,274.45
Pt. of Lot 15, Block 2	30030023	\$8,680.84	\$5,628.89	\$7,035.43	\$5,864.44
Pt. of Lot 16, Block 2	30020163	\$8,160.34	\$5,291.38	\$6,613.58	\$5,512.81
Pt. of Lot 16, Block	30030024	\$8,328.01	\$5,400.10	\$6,749.47	\$5,626.08
Lot 1, Block 3					\$11,138.90
Lot 2, Block 3					\$11,138.90
Lot 3, Block 3			\$10,691.48		\$11,138.90
Lot 4, Block 3			\$10,691.48		\$11,138.90
Pt. of Lot 5, Block 3	30020168	\$14,752.38	\$4,782.92	\$5,978.07	\$4,983.07
Pt. of Lot 5, Block 3	30030026	\$18,224.32	\$5,908.57	\$7,384.99	\$6,155.82
Pt. of Lot 6, Block 3	30020169	\$7,377.68	\$4,783.88	\$5,979.27	\$4,984.08
Pt. of Lot 6, Block 3	30030025	\$9,110.67	\$5,907.60	\$7,383.78	\$6,154.82
Lot 7, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 8, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 9, Block 3		\$32,976.70	\$10,691.48	\$13,363.06	\$11,138.90
Lot 1, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Lot 2, Block 4		\$18,686.80	\$10,691.48	\$13,363.06	\$11,138.90
Parcel One*			\$10,691.48		

*Parcel One is legally described as: Beginning at a point on the South line and 360.00 feet east of the Southwest corner of the Southwest Quarter of Section 24, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, thence north parallel with the West line of said Southwest Quarter, 282.45 feet, thence east parallel with the South line of said Southwest Quarter, 179.43 feet, thence south parallel with the West line of said Southwest Quarter 282.45 feet, thence west along the South line of said Southwest Quarter, 179.43 feet to the point of beginning.

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Clearwater, Kansas (the “City”), does hereby certify that on June 4, 2025, I caused to be mailed to each and all of the owners of property affected thereby, at their last known post office address, a Notice of Public Hearing and Statement of the Cost Proposed to be Assessed in connection with certain improvements in the City.

A sample copy of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal as of _____, 2025.

(Seal)

Jaye Poe, City Clerk

[attach sample copy of form]

**City of Clearwater, Kansas
General Obligation Bonds
Series 2025**

Tentative Financing Schedule

(Regular meetings are 2nd and 4th Tuesdays at 6:30pm)

<u>Action</u>	<u>Date</u>
Financial Advisor distributes final costs / proposed special assessments	5/17/2025
Bond Counsel Distributes Assessment Proceedings to City	5/22/2025
City Council approves Statement of Final Costs; Assessment Roll Certification; Notice of Public Hearing; and Form of Notice of Public Hearing and Statement of Cost Proposed to be Assessed and Establishes the Date for Public Hearing	5/27/2025
Publish Notice of Public Hearing and Mail Notice of Public Hearing and Statement of Cost Proposed to be Assessed to Owners of Record	6/4/2025
Financial Advisor distributes details for bond sale resolution (Redemption prep for 2022A & 2023A Notes)	6/10/2025
Assessment Proceedings (Assessment Ordinance) and Bond Sale Resolution (and Temp Note Redemption) provided to City	6/17/2025
City Council Conducts Public Hearing, Approves the Assessment Ordinance, Approves Bond Sale Resolution	6/24/2025
Publish Summary of Assessment Ordinance and Mail Notice of Assessment to Owners of Record	7/2/2025
Distribute draft Preliminary Official Statement (POS) for comments	7/17/2025
Comments due on POS	7/24/2025
Pre-Payments Due at City Hall	7/24/2025
Finalize Size of Bond Issue	7/24/2025
Distribute POS and Notices of Bond Sale with bid forms to bidders	7/29/2025
Legal Documents distributed by Gilmore & Bell	8/5/2025
Bids due at Ranson Financial Group LLC	8/12/2025
Bond Sale - City Council Adopts Bond Ordinance and Bond Resolution	8/12/2025
Certify special assessments to county (first assessments due December 2025)	8/15/2025
Publish Bond Ordinance	8/20/2025
Closing - Funds Delivered	8/28/2025
Redemption of 2022A Note	8/29/2025
Partial Redemption of 2023A Note (\$470,000)	8/29/2025

Indian Ridge (Phase 1)

	Res. 10-2022	Res. 12-2022/08-2023	Res. 13-2022/07-2023	Res. 14-2022/06-2023
	Paving	Sewer	Water*	Stormwater
Construction	\$ 303,479.96	\$ 182,910.00	\$ 217,079.72	\$ 390,180.00
Engineering	\$ 78,362.47	\$ 36,616.59	\$ 31,257.48	\$ 78,325.56
Admin/Legal/Fiscal	\$ 69,938.42	\$ 47,760.53	\$ 45,650.02	\$ 88,439.25
Subtotal	\$ 451,780.85	\$ 267,287.12	\$ 293,987.22	\$ 556,944.81
Final Cost Assessed	\$ 451,780.85	\$ 267,287.12	\$ 293,987.22	\$ 556,944.81

* At-large (\$19,450) portion already paid by city is not included in these final costs to be assessed.

FOR REFERENCE ONLY

Property Description				Fraction	Proposed Assessment	Fraction	Proposed Assessment	Fraction	Proposed Assessment	Fraction	Proposed Assessment	ESTIMATED Monthly Specials for 20 years @ 4.5%	If you choose to prepay, total assessment amount is:
Indian Ridge at Clearwater													
Block	Lot	PIN											
1	1			0.0730	\$32,976.70	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$436.72	\$68,170.14
1	2			0.0414	\$18,686.80	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$345.18	\$53,880.24
1	3	30026196	East	0.0186	\$8,406.95	0.0204	\$5,451.29	0.0232	\$6,813.45	0.0102	\$5,679.41	\$168.81	\$26,351.10
1	3	30020127	West	0.0179	\$8,081.40	0.0196	\$5,240.20	0.0223	\$6,549.61	0.0098	\$5,459.49	\$162.28	\$25,330.70
1	4	30026216	East	0.0192	\$8,652.62	0.0210	\$5,610.59	0.0239	\$7,012.55	0.0105	\$5,845.38	\$173.75	\$27,121.14
1	4	30020128	West	0.0173	\$7,835.73	0.0190	\$5,080.90	0.0216	\$6,350.50	0.0095	\$5,293.52	\$157.34	\$24,560.65
1	5	30026214	East	0.0184	\$8,300.55	0.0201	\$5,382.29	0.0229	\$6,727.21	0.0101	\$5,607.53	\$166.68	\$26,017.58
1	5	30020129	West	0.0181	\$8,187.81	0.0199	\$5,309.19	0.0226	\$6,635.84	0.0099	\$5,531.37	\$164.41	\$25,664.21
1	6	30026212	East	0.0180	\$8,125.81	0.0197	\$5,268.99	0.0224	\$6,585.60	0.0099	\$5,489.49	\$163.17	\$25,469.89
1	6	30020130	West	0.0185	\$8,362.54	0.0203	\$5,422.49	0.0231	\$6,777.46	0.0101	\$5,649.41	\$167.92	\$26,211.90
1	7			0.0365	\$16,488.35	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$331.09	\$51,681.79
1	8			0.0365	\$16,488.35	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$331.09	\$51,681.79
1	9			0.0365	\$16,488.35	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$331.09	\$51,681.79
1	10			0.0365	\$16,488.35	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$331.09	\$51,681.79
1	11			0.0365	\$16,488.35	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$331.09	\$51,681.79
1	12									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	13									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	14									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	15									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	16									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	17									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	18									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	19									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	20									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	21									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	22									0.0200	\$11,138.90	\$71.36	\$11,138.90
1	23									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	1	30020148	North	0.0151	\$6,802.75	0.0165	\$4,411.09	0.0188	\$5,513.32	0.0083	\$4,595.68	\$136.60	\$21,322.84
2	1	30030021	South	0.0214	\$9,685.60	0.0235	\$6,280.40	0.0267	\$7,849.73	0.0117	\$6,543.22	\$194.49	\$30,358.95
2	2	30020149	North	0.0172	\$7,771.97	0.0189	\$5,039.55	0.0214	\$6,298.82	0.0094	\$5,250.44	\$156.06	\$24,360.78
2	2	30030022	South	0.0193	\$8,716.38	0.0211	\$5,651.93	0.0240	\$7,064.23	0.0106	\$5,888.45	\$175.03	\$27,320.99
2	3									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	4									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	5									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	6									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	7									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	8									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	9									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	10									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	11									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	12									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	13									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	14									0.0200	\$11,138.90	\$71.36	\$11,138.90
2	15	30020162	North	0.0173	\$7,807.51	0.0189	\$5,062.60	0.0215	\$6,327.63	0.0095	\$5,274.45	\$156.78	\$24,472.19
2	15	30030023	South	0.0192	\$8,680.84	0.0211	\$5,628.89	0.0239	\$7,035.43	0.0105	\$5,864.44	\$174.31	\$27,209.60
2	16	30020163	North	0.0181	\$8,160.34	0.0198	\$5,291.38	0.0225	\$6,613.58	0.0099	\$5,512.81	\$163.86	\$25,578.11
2	16	30030024	South	0.0184	\$8,328.01	0.0202	\$5,400.10	0.0230	\$6,749.47	0.0101	\$5,626.08	\$167.23	\$26,103.66
3	1									0.0200	\$11,138.90	\$71.36	\$11,138.90
3	2									0.0200	\$11,138.90	\$71.36	\$11,138.90
3	3					0.0400	\$10,691.48			0.0200	\$11,138.90	\$139.85	\$21,830.38
3	4					0.0400	\$10,691.48			0.0200	\$11,138.90	\$139.85	\$21,830.38
3	5	30020168	North	0.0327	\$14,752.38	0.0179	\$4,782.92	0.0203	\$5,978.07	0.0089	\$4,983.07	\$195.37	\$30,496.44
3	5	30030026	South	0.0403	\$18,224.32	0.0221	\$5,908.57	0.0251	\$7,384.99	0.0111	\$6,155.82	\$241.35	\$37,673.70
3	6	30020169	North	0.0163	\$7,377.68	0.0179	\$4,783.88	0.0203	\$5,979.27	0.0089	\$4,984.08	\$148.15	\$23,124.91
3	6	30030025	South	0.0202	\$9,110.67	0.0221	\$5,907.60	0.0251	\$7,383.78	0.0111	\$6,154.82	\$182.95	\$28,556.87
3	7			0.0730	\$32,976.70	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$436.72	\$68,170.14
3	8			0.0730	\$32,976.70	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$436.72	\$68,170.14
3	9			0.0730	\$32,976.70	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$436.72	\$68,170.14
4	1			0.0414	\$18,686.80	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$345.18	\$53,880.24
4	2			0.0414	\$18,686.80	0.0400	\$10,691.48	0.0455	\$13,363.06	0.0200	\$11,138.90	\$345.18	\$53,880.24
Parcel One**						0.0400	\$10,691.48					\$68.49	\$10,691.48

**City of Clearwater
City Council Meeting
May 23, 2025**

130 N Grant Nuisance Extension Request

Context: At the last council meeting, Mr. John Mishler was told he needed to put a fence around his property at 130 N Grant within 60 days and he agreed.

130 N Grant has many plastic tubs and other items on the property that have been identified as a nuisance. The council and Mr. Mishler agreed that putting up a fence that would block the view from the street of his plastic tubs. He was also instructed that he must maintain the area behind the fence from any future nuisance. If he put up the fence that would block the view this would be considered abating the nuisance with the plastic tubs. The fence can only be placed on the property and not within the right-of-way.

Cole Hollis, Public Works Director, was asked to go over to Mr. Mishler's property and explain the property lines where he would be able to construct a fence.

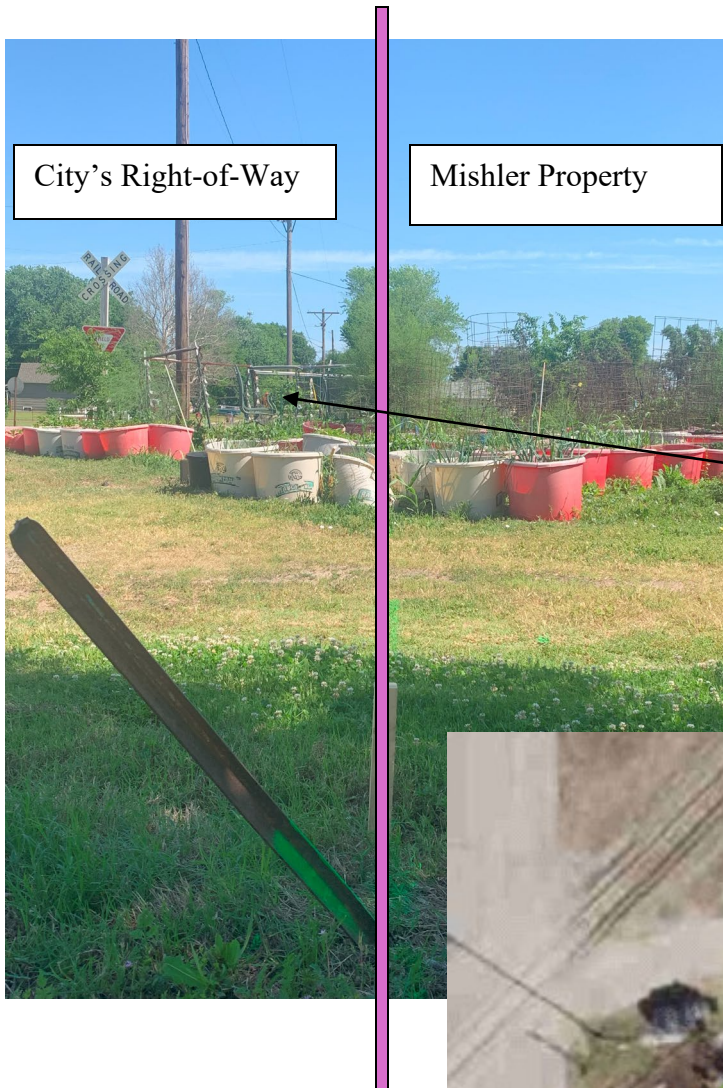
Upon review of Mr. Mishler property, there are many tubs and a garden area that is located in the right-of-way and not on his property. I explained to Mr. Mishler that all the tubs that are within the right-of-way must be moved onto his property and placed behind the fence he will install.

Mr. Mishler asked if he would be able to finish this growing season since he has already planted items this year. Once the growing season is over, he would then move all his plastic tubs behind his property line and put up a fence.

He also asked if he would need to remove his garden area that is near the road that is NOT in tubs.

Legal Considerations: Review and comment as necessary.

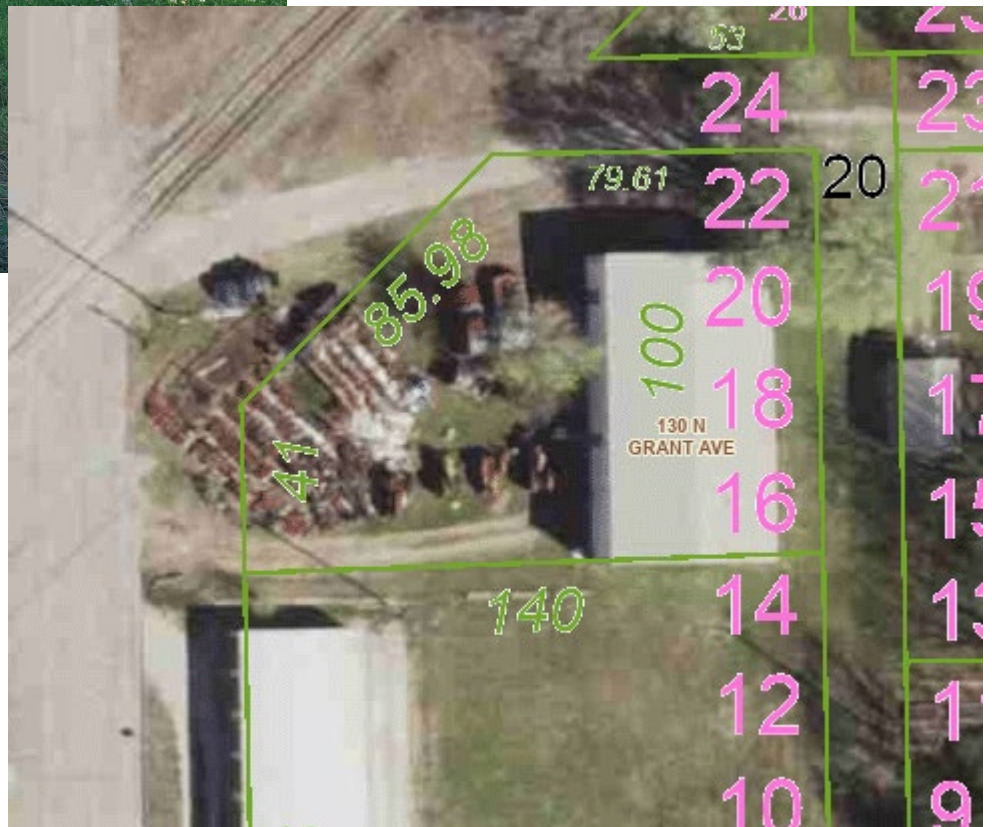
Recommendations/Actions: Review the request from Mr. Mishler and determine if you will grant an extension.



City's Right-of-Way

Mishler Property

Ground garden with make-shift fence around it.



**City of Clearwater
City Council Meeting
May 23, 2025**

Chisholm Ridge Lot Offer

Context: The city has received an offer to purchase the remaining 4 lots in Chisholm Ridge that the City owns. In 2024 the City Council set an asking price of \$17,500 per lot. Since they were marketed on MLS last year one lot has sold.

All these lots are in the Chisholm Ridge Phase 3 where the Governing Body elected to pay for the water and sewer portion of improvements on the city owned lots to sell them quicker. The city started out with 20 lots in this section and since infrastructure was put in all, but 4 lots remain.

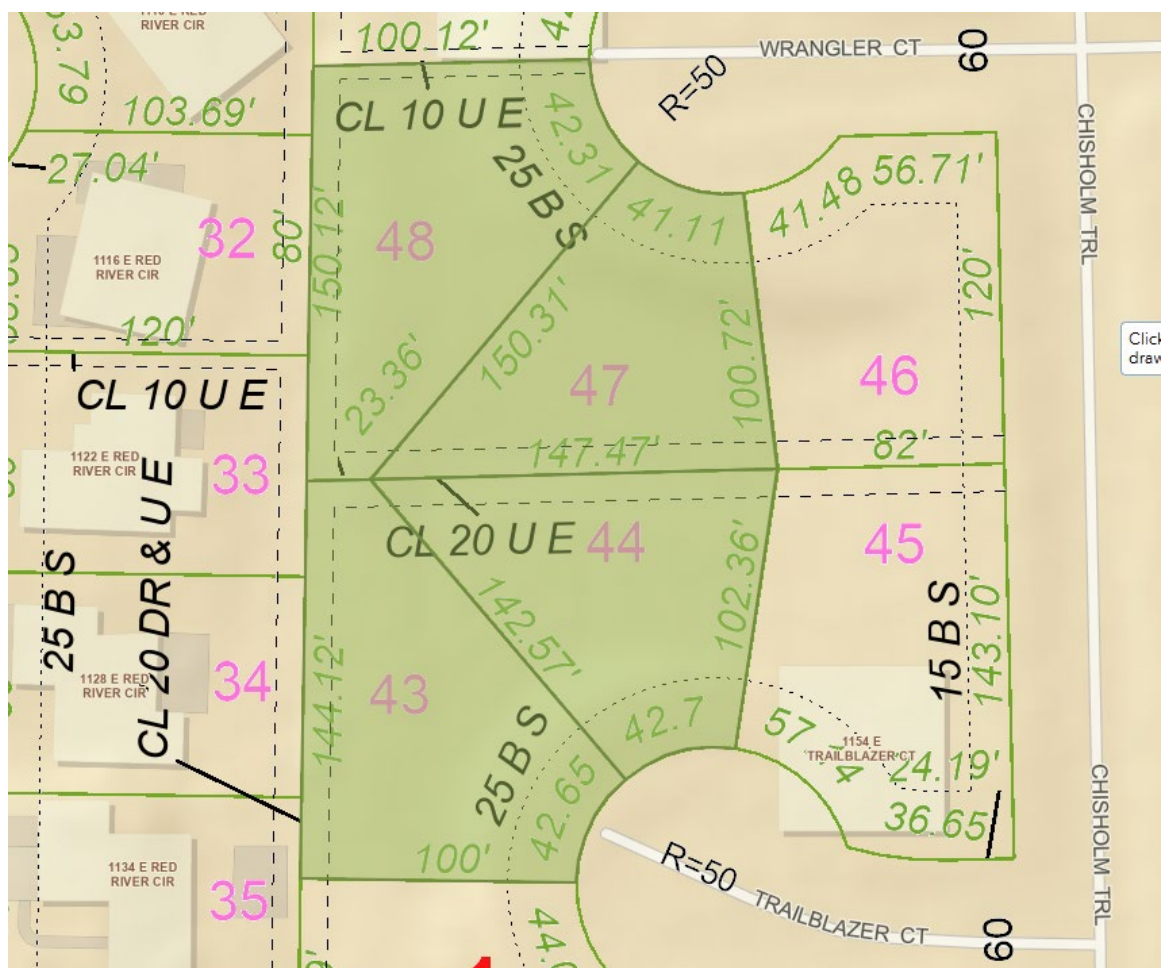
Financial:

The offer for all 4 lots is \$30,000 plus pay the buyers brokerage fee of 7%. The city YTD has invested \$47,510.45 and each year they are not sold and will continue to pay street specials of \$3,792.92. Special payments end in 2041.

Chisholm Ridge					
Lot	Purchase Price	Water/ Sewer Install Price	Special Paid on Streets YTD	Investment	Future Annual Specials for Streets
43	\$ 518.49	\$ 3,302.83	\$ 5,658.65	\$ 9,479.97	\$ 948.23
44	\$ 516.28	\$ 7,755.17	\$ 3,952.49	\$ 12,223.94	\$ 948.23
47	\$ 516.28	\$ 7,755.17	\$ 3,600.99	\$ 11,872.44	\$ 948.23
48	\$ 520.28	\$ 7,755.17	\$ 5,658.65	\$ 13,934.10	\$ 948.23
				\$ 47,510.45	\$ 3,792.92

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Staff recommend accepting the \$30,000 offer but not the brokerage fee. It is recommended to counter an offer to remove the brokerage fee entirely and stipulate that a minimum of 2 houses must be built on the 4 lots and not 1 house on all 4 lots. A minimum of 1 house on Wrangler Ct and a minimum of 1 house on Trailblazer Ct. *(image of lots on next page)*



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE - LAND

REALTORS® of South Central Kansas

In consideration of the mutual agreements herein, it is agreed that Seller will sell to Buyer by a good and sufficient warranty deed and Buyer will buy from Seller the following property on the following terms and conditions:

1. BUYER: Don Klausmeyer Construction LLC

2. SELLER: City of Clearwater

3. LEGAL DESCRIPTION: Lots 43, 44, 47, 48, Block 1 Chisholm Ridge Addition

(the Property").

PROPERTY ADDRESS: _____

(CITY, STATE, ZIP CODE) Clearwater Ks 67026

4. PURCHASE PRICE: Buyer shall purchase and pay to Seller as consideration for the Property the amount of:

Thirty Thousand Dollars \$ 30,000.00

as follows:

EARNEST MONEY: _____ \$ 0.00

(See paragraph 5)

NEW MORTGAGE PROCEEDS: _____ \$ 0.00

(See paragraph 6)

OTHER: (See paragraph 32) _____ \$ 0.00

APPROXIMATE BALANCE DUE from Buyer at closing subject to

adjustments and prorations, loan/closing costs and pre-paid items: _____ \$ 30,000.00

Buyer agrees to pay loan/closing costs/discount points in approximate amount of \$ 0

Buyer agrees to pay prepaid items in approximate amount of _____ \$ 0

Title Evidence to be ordered from: Security 1st Title

5. EARNEST MONEY: Subject to paragraph 27, the Buyer shall provide Earnest Money in the form of N/A and in the amount of \$ 0.00, as security that the terms and conditions of this Contract shall be fulfilled by the Buyer. All parties agree the Earnest Money shall be delivered per the listing agent's instructions. Earnest Money shall be deposited with _____ (Escrow Agent) **within five (5) business days** after the Effective Date of this Contract, , unless otherwise specified in paragraph 32. If Earnest Money is to be deposited with an Escrow Agent other than a real estate broker, the listing broker shall deliver the Contract and Earnest Money deposit to the Escrow Agent unless otherwise specified. The listing broker shall obtain and keep, in the transaction file, a receipt from the Escrow Agent showing the date of delivery of the Contract and Earnest Money deposit. The Earnest Money shall be applied to the Purchase Price at closing.

6. NEW FINANCING: The purchase of the Property is contingent upon the Buyer obtaining a N/A first mortgage loan at an initial interest rate not to exceed _____% plus required Mortgage Insurance or VA Funding Fee, for a term of _____ years. Buyer agrees to make an application for a new loan or for loan assumption **within five (5) business days** after the Effective Date of this Contract. Buyer agrees to make

Buyer's Initials BK

Seller's Initials _____

all reasonable efforts to obtain said financing and any lender-required appraisal. Therefore, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisals. **Once application for loan has commenced, Buyer shall not make any attempt to prevent or delay lender from ordering appraisal.** Buyer acknowledges and agrees that failure to make a loan application or delaying the appraisal, constitutes a breach of this Contract. In the event Buyer is unable to obtain such financing, Buyer shall promptly provide Seller, or Seller's broker, written evidence from the lender of Buyer's inability to obtain such financing, and upon receipt of such written evidence this Contract shall terminate, and **the Earnest Money shall be paid (i) first, to reimburse Seller, for Seller's expenses incurred with respect to the transaction contemplated by this Contract and (ii) second, any remaining amount, shall be refunded to the Buyer.** If the property does not appraise for at least the Purchase Price, this Contract (i) may be renegotiated or (ii) terminated by Buyer and the Earnest Money shall be refunded to the Buyer.

7. Mineral rights: 100 % pass with the land to the Buyer
 _____ % remain with the Seller
 _____ % are owned by third party
 _____ other (please describe): _____

Are there any oil, gas, or wind leases of record or Other? (please explain) No

8. Crops planted at the time of sale: _____ pass with the land to the Buyer
 _____ remain with the Seller
☒ none
 _____ negotiable
 _____ other (please describe): _____

9. Water rights: _____ pass with the land to the Buyer - Permit # _____
 _____ remain with the Seller - Permit # _____
 _____ have been terminated
☒ other (please describe): none recorded

10. Any additional leasehold interests or tenant's rights in the subject property: No

11. Land currently zoned as single family residential

12. SELLER'S PROPERTY DISCLOSURE REPORT

- ☐ A Seller's Property Disclosure Report is attached and made part of this Contract.
☐ This offer is subject to Acceptance by the Buyer of a completed Seller's Property Disclosure Report being delivered to the Buyer within business days after the Effective Date, and upon delivery shall be made part of this Contract. In the event a completed Seller's Property Disclosure Report is not timely accepted by Buyer, Buyer may terminate this Contract by written notice to Seller and the Earnest Money shall be refunded to Buyer.
☒ A Seller's Property Disclosure Report is not available.

13. CLOSING AND POSSESSION: The parties agree that time is of the essence and agree to close on or before 6/6/2025. Buyer and/or Seller will have the necessary funds available to close this Contract, payable by cashier's check, certified funds, or wire. **Possession** of the Property shall be delivered to Buyer on 06/06/2025 subject to the following lease(s) or tenancies: N/A

Buyer's Initials BK Seller's Initials _____
 RELEASED 12/24 (Revised 11/24) Page 2 of 7 Form #1201

85 **14. AGENCY DISCLOSURE:**

86 ☒ Seller is not represented by a REALTOR®/Real Estate licensee

87 Listing Broker/Licensee is functioning as an:

88 ☐ Agent of the Seller ☐ Designated Seller's Agent* ☐ Transaction Broker

89 Buyer Broker/Licensee is functioning as:

90 ☐ Agent of the Seller ☐ Agent of the Buyer ☐ Transaction Broker

91 ☐ Designated Seller's Agent* ☒ Designated Buyer's Agent*

92 *Supervising Broker acts as a Transaction Broker

93 Seller and Buyer acknowledge receipt of the "Real Estate Brokerage Relationships" disclosure.

94 Buyer agrees to pay Buyer Brokerage Fee of: _____ % of Purchase Price OR \$ _____

95 Seller agrees to pay Buyer Brokerage Fee of: 7 % of Purchase Price OR \$ _____

96 **15. SURVEY:** Broker recommends that Buyer acquire a current boundary and improvement survey on the Property
97 being purchased, regardless of lender's survey requirements. If survey is not performed regarding all or part of the
98 property, Buyer is bound by whatever information a survey would have revealed and waives any claim, right or
99 cause of action.

100 **16. COMPONENTS OF SYSTEMS AND EQUIPMENT LISTED IN SELLER'S PROPERTY DISCLOSURE REPORT:** If a Seller's
101 Property Disclosure Report ("Report") is furnished to Buyer, the Report will identify certain items of property
102 (including but not limited to, appliances, components of systems and equipment) and will state whether the items
103 listed will or will not be transferred to Buyer at Closing. In the event of a conflict between the Report and a Multiple
104 Listing Service listing, the Report shall govern. In the event of a conflict between the Report and the terms of this
105 Contract, the terms of this Contract shall govern.

106 **In addition, all fixtures and anything nailed, bolted, screwed, glued, or otherwise affixed to or incorporated in any**
107 **improvement on the Property shall remain with the Property** and be transferred by Seller to Buyer at Closing,
108 **except** the following specific items: N/A

109 **17. PRORATION OF TAXES AND RESERVES:** All real property taxes, the current annual installment of special
110 assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing
111 date, unless otherwise agreed. Real property taxes shall be prorated for the calendar year from the most current
112 officially published county valuation and the most current officially-published mill levy prevailing at closing. Special
113 assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing
114 by the Closing Agent. Pursuant to Kansas laws, if the Property is subject to any special assessments or is located
115 in an improvement district, Seller has by a separate document disclosed to Buyer the amount of the special
116 assessments on the Property (or if no special assessments have yet been made, that the Property is located in an
117 improvement district) which separate document has been dated and signed by Seller. Buyer, by also signing and
118 dating such separate document, has acknowledged that Seller's disclosure relating to special assessments was
119 made to Buyer prior to this Contract being entered into.

120 **18. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its
121 regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a
122 "foreign person," then Seller shall withhold from the sales proceeds an amount sufficient to comply with applicable
123 tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue
124 Service regulations require filing written reports if currency in excess of specified amounts is received in the
125 transaction.

126 **19. TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer a title insurance company's commitment to
127 issue, after closing, a title insurance policy in an amount equal to the full Purchase Price naming Buyer as the insured.

Buyer's Initials

BK

Seller's Initials

A copy of the title commitment will be furnished to Seller, Buyer, lender, listing broker, and selling broker as promptly as possible. The Seller and Buyer shall each pay one half the cost of the title insurance. In the event Seller is entitled to a discount, the Seller shall receive the full discount. Buyer shall pay for any title coverage for the benefit of Buyer's lender. Buyer shall have a reasonable time, not to exceed five (5) business days, to examine the title insurance commitment and to notify Seller of any objections to the title. If title issue is discovered, the Parties shall have three (3) business days to negotiate a reasonable time for curing any title defect other than the following Permitted Exceptions: if a Buyer fails to obtain a survey, any encroachments that would have been disclosed by a survey; easements and rights of way of record, provided that no improvements other than fences are located thereon and provided that they do not materially interfere with Buyer's intended use of the Property; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments; zoning laws, ordinances and regulations; the lien of any mortgage that Buyer is to assume under this Contract; and those exceptions that are standard to American Land Title Association's Schedule B or as specified herein. Should the parties be unable to agree to a timeframe for curing title defects or the Seller be unable to furnish marketable title subject to only the Permitted Exceptions, and should the Contract be terminated for that reason, then the Earnest Money shall be refunded promptly to the Buyer, the Seller shall reimburse the Buyer for loan costs incurred by Buyer and the cost of any survey paid for by Buyer if, but only if, the survey disclosed a title defect that cannot be corrected within the time provided above, and all parties shall be released from any further obligation.

20. DEED AND DOCUMENTS FOR CLOSING: In the event a title or abstract company prepares a Deed, Affidavit of No Liens, or other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller, but if lender prohibits Buyer from doing so, Seller shall pay such costs.

21. REPRESENTATIONS AND RECOMMENDATIONS: It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 32 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to the Property, including but not limited to the environmental condition of the Property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations or warranties stated in paragraph 32 have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made by any other party. Since the listing/selling brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any terms or conditions of this Contract. Again, it is emphasized that if any party believes representations or warranties have been made by the listing/selling brokers, or their agents, employees, or associates, they must be set forth specifically and in writing in paragraph 32 (Additional Terms and Conditions) if they are to be effective or enforceable.

22. INTERIM MAINTENANCE: Seller agrees to deliver possession of the Property in a like or better condition than it is now, reasonable wear and tear excepted.

23. 1031 TAX EXCHANGE: Seller and Buyer may, at their respective options, elect to participate in a tax deferred exchange under Section 1031 of the Internal Revenue code in connection with this transaction and Buyer and Seller agree to reasonably cooperate with each other in connection with the same provided: (a) neither is required to enter into the chain of title on the other party's property and that such party uses a qualified intermediary to effect the exchange; (b) each party will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such exchange.

Buyer's Initials

BK

Seller's Initials

173 **24. LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages,
174 conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the
175 Property or item of personal property covered by this Contract. Any existing liens which the Seller is required to
176 remove under this Contract may be paid and discharged from the sale proceeds at the closing.

177 **25. BROKERAGE FEES:** The party handling the closing is hereby authorized and directed to collect and disburse the
178 brokerage fees at closing.

179 **26. ALTERATIONS:** Any alteration of the terms and conditions of this Contract must be agreed to in writing by both
180 Buyer and Seller.

181 **27. SURVIVAL AFTER CLOSING:** The provisions of paragraphs 7, 8, 9, 10, 13, 16, 21, 22 and 31 shall survive the
182 Closing.

183 **28. DISPOSITION OF EARNEST MONEY:** Pursuant to K.S.A. §40-1137, if the Earnest Money is deposited with a Title
184 Insurance Agent, the Title Insurance Agent can only disburse Earnest Money 1) pursuant to written authorization of
185 Buyer and Seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the
186 parties. If a dispute arises over disposition of funds or documents deposited with the Title Insurance Agent, Seller
187 and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the Title Insurance
188 Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with
189 the Title Insurance Agent. In addition to forfeiture of Earnest Money to Seller or return of Earnest Money to Buyer,
190 Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy
191 allowed by law or equity. In the event Earnest Money is held by a real estate broker, the provisions of K.S.A. §58-
192 3061 shall govern.

193 **29. HEIRS AND ASSIGNS:** This Contract shall inure to the benefit of, and be fully binding upon the Seller, their heirs,
194 executors, administrators, successors, and assigns. No assignment shall serve to release or relieve the party
195 assigning from any responsibilities or obligations hereunder.

196 **30. KANSAS LAW APPLIED:** This Contract and its validity, construction and performance shall be governed by the
197 laws of Kansas.

198 **31. MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the
199 services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and
200 procedures of the Homesellers/Homebuyers Dispute Resolution System (DRS) Mediation form prior to filing a
201 lawsuit. Disputes shall include representations made by the Buyer, Seller, or any listing and selling broker(s) or their
202 agents, employees, and associate brokers in connection with the sale, purchase, financing, condition, or other aspect
203 of the Property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or
204 fraud. Seller and Buyer shall pay an equal portion of the mediation fees and costs. Any agreement signed by the
205 parties pursuant to the mediation conference shall be binding. **The following matters are excluded from mediation**
206 **hereunder: (a) Earnest Money disputes; (b) judicial or non-judicial foreclosure or other action or proceeding to**
207 **enforce a mortgage or escrow contract; (c) an unlawful detainer action; (d) the filing or enforcement of a mechanic's**
208 **lien; (e) any matter which is within the jurisdiction of a probate court; or (f) violation of Kansas real estate license**
209 **laws. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment,**
210 **receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under**
211 **this provision, nor shall it constitute a breach of the duty to mediate.**

212 **By signing below, the parties hereby acknowledge receipt of the Homesellers/Homebuyers Dispute Resolution**
213 **System (DRS) Mediation form, and agree to submit disputes, as described above, to mediation, in accordance**
214 **with the Homesellers/Homebuyers Dispute Resolution System and rules and procedures of the mediation**
215 **provider prior to filing a lawsuit.**

Buyer's Initials

BK

Seller's Initials

216 **32. MISCELLANEOUS:**

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227 Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to
228 register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those
229 registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
230 <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.

231 Broker recommends that Buyer acquire a current flood certification on the Property being purchased.
232 Information regarding floodplains may be found on the homepage of FEMA at <https://msc.fema.gov/portal/home> or
233 by calling the FEMA Map Service Center at 877-336-2627.

234 Listing and selling broker(s), and their agents, employees, and associate brokers shall not be responsible for the
235 conduct or competency of third parties providing specialized services required or permitted by this Contract,
236 including but not limited to any lender, title insurance company, Escrow Agent, Closing Agent, wood infestation,
237 mechanical, structural or other inspectors or repair personnel, whether those services were arranged by Buyer or
238 Seller or broker on behalf of either party.

239 Buyer agrees that the Purchase Price was negotiated after consideration of all defects in the Property of which
240 Buyer was aware or reasonably should have been aware.

241 Every buyer of residential real property is notified that the property may present exposure to dangerous
242 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
243 Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause
244 overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated
245 concentrations of radon gas in residential real property. The Kansas department of health and environment
246 recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of
247 residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated
248 radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to
249 <http://www.kansasradonprogram.org>.

250 **33. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC**
251 **SIGNATURES:** Signatures to this Contract may be transmitted by electronic mail (such as a PDF) and signed in
252 counterpart, on separate pages, which may then be assembled as the complete agreement of the parties. In
253 addition, Buyer and Seller agree this transaction may be conducted through electronic means in accordance with
254 the Kansas Uniform Electronic Transactions Act.

Buyer's Initials BK
RELEASED 12/24 (Revised 11/24)

Page 6 of 7

Seller's Initials _____

Form #1201

Lone Wolf

255 **34. AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes
 256 any previously executed contracts and representations, verbal or written. Neither this Contract, nor any interest
 257 herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.

258 Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be
 259 incurred. Buyer and Seller also acknowledge that they have read the entire Contract and that by signing page seven
 260 (7) of this seven (7) page Contract they agree to all terms contained herein.

261 **NOTE: "Effective Date,"** unless otherwise agreed in writing, is defined as the latest dated signature or initials which
 262 resulted in a final agreement between the parties. The following provisions apply in computing any time period
 263 provided in this Contract: (i) exclude the day of the event which triggers the time period, (ii) if the time period refers
 264 to "business days" then count only Monday through Friday excluding legal holidays, otherwise count every day,
 265 including weekends and legal holidays, and (iii) include the last day of the time period, but if the last day is a
 266 Saturday, Sunday or day Kansas state government offices are closed, then the period continues to run until the next
 267 day that is not a Saturday, Sunday or day Kansas state government offices are closed.

268 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**

269 **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. BROKER RECOMMENDS**
 270 **TO BUYER AND SELLER TO RETAIN INDEPENDENT LEGAL COUNSEL TO ANSWER ANY LEGAL QUESTIONS INVOLVED**
 271 **IN ANY REAL ESTATE TRANSACTION.**

272 IN WITNESS WHEREOF, said parties hereunto subscribe their names.

273 Buyer  Seller _____
 274 Print Name **Bill Knowles** Print Name _____
 275 Date **05/16/2025** Date _____

276 Buyer _____ Seller _____
 277 Print Name _____ Print Name _____
 278 Date _____ Date _____

279 _____ FOR OFFICE USE ONLY _____

280 Agent **Lee B Harp** Agent **FSBO**
 281 Cell Phone **316-461-5657** RE License **00044901** Cell Phone _____ RE License _____
 282 E-mail **leeharprealtor@gmail.com** E-mail _____
 283 Firm **ERA Great American Realty** Firm _____
 284 Phone **316-722-9393** Fax **316-722-6210** Phone _____ Fax _____

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