



City of Clearwater Council Meeting Agenda
Tuesday January 27, 2026, 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. [Facility Usage Agreement – Clearwater Rec](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [Field Usage Agreement – Kansas Curve](#)
 - b. **Action:** [Field Usage Agreement – USD 264](#)
 - c. **Action:** [Sports Complex Funding Agreement – City/ Rec](#)
 - d. **Action:** [Congregate Meals](#)
 - e. **Discussion:** Janet/ Yvonne Extension
 - f. **Discussion:** Project Funding Options
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1125

Resolution: 2-2026

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 6:00 and 6:30 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
January 13, 2026
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. Swearing in Councilmembers

All Councilmembers had been sworn in prior to the meeting. Dalton Chambers is new to the Council, Jason Gordon previously filled a term on Council, and Shirley Palmer-Witt has served on the Council for an extended period.

3. Roll Call

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

Mayor Burt Ussery, Councilmembers; Justin Shore, Jason Gordon, Samantha Warkins, Shirley Palmer-Witt and Dalton Chambers.

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Kirk Ives, Amber Ives and Cole Hollis. City Attorney Jennifer Hill was present via GoTo Meetings.

Others present who spoke:

Lilly Steiner, Wyatt Thompson, Wyatt Clymer and Carol Barrientez.

4. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, Zollinger added an FFA presentation after electing the Council President and Temporary Permit request from Clearwater Recreation Commission after the Senior Center Design.

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

5. Public Forum

None.

6. Consent Agenda

Mayor Ussery explained that items on the consent agenda can be pulled off if there are any questions, if not then they are approved without discussion and included in the minutes. He then asked if there were any questions on the consent agenda, there were none.

Previous Council Meeting Minutes

Claims and Warrants

Designate Official Auditor

Designate Official Depository

Designate Official Newspaper

Art Walk Special Event Permit

Accept Resignation – Fire

Mayoral Appointment - Fire

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

7. Staff Reports:

- Administration Office – Courtney Zollinger – Zollinger notated the first Council Workshop will be on March 31st. Palmer-Witt asked if the \$800,000 in reserves for the budget needed to be increased with costs increasing,

Zollinger stated that it was raised to \$850,000. Shore noted the sales tax amount being \$369,055 with Zollinger stating that does not include any January payments.

- Fire Department – Courtney Zollinger – Warkins asked if a recap of the vehicle usage could be provided, Zollinger said yes. Mayor Ussery mentioned Captain Fry's retirement ceremony to be held on January 14th, staff will provide Council with the time.
- Police Department – Kirk Ives – Shore noted the number of SPV permits issued. Ives mentioned that Tricia has been busy. Warkins thanked the Department for hosting the Dog Tag event.
- Public Works/Parks – Cole Hollis – Shore asked about the leak on Nancy Street and stated that a resident had inquired about the process for repairing leaks over the weekend. Hollis responded that if a leak is affecting the roadway, it will be addressed immediately; if it is not causing damage, repairs will wait until Monday. Mayor Ussery inquired about Diagonal Rd., Zollinger informed him that it is tentatively scheduled to reopen around March 13th. Shore asked about the incorrect measurements of the water main at Diagonal, Hollis stated both engineers had conflicting measurements. When Public Works dug up the water line, it was the same measurements that Clearwater had given them so the relocation of the main was not needed.
- Senior Center – Amber Ives – Shore noted the 84 attendees being a good number and asked how the meal service was working out. Ives stated that they still don't have paperwork, but the food has been good. They dropped off frozen meals the first week of January and this Monday and will continue through the month of January with the frozen meals. For the last week in January, they will have warm meals for delivery and frozen for congregates. She noted that the company has been great to work with and the paperwork is checking off people as they come in. She then thanked Council for being willing to work with this program as other places have decided not to. There are some meals stored for backup. Mayor Ussery asked when he was to be present for the Lunch and Learn, Ives said it is usually in the summer and City staff grills hamburgers.

8. Business

a. Elect Council President

Mayor Ussery explained that the Council President will assume the Mayor's duties if the Mayor is temporarily unable to perform them due to absence or incapacity. He further stated that, by statute, the Council President would become Mayor in the event of a permanent vacancy. Mayor Ussery then asked for nominations for Council President. Shirley Palmer-Witt nominated Samantha Warkins, there were no other nominations.

Mayor Ussery stated the nomination for Samantha Warkins as Council President and asked for all those in favor. Voted and passed unanimously.

b. Hammer's Park Usage by Clearwater High School FFA (added item)

Lilly Steiner, Wyatt Thompson, Wyatt Clymer and Lauren Van Allen presented to Council their proposal to use Hammers Park for Earth Rangers Day. The purpose of this day is to teach youth about the conservation of Clearwater through setting up interactive stations for Pre-K through 5th. The event last year went well. This will be held on March 27th, and each group will be about 1 ½ hours. Lilly noted that the construction should be done by that time, so the buses should be able to drop kids off easily. There will be a couple of other local groups helping with stations such as soil and water conservation and archery. The stations will be 10 minutes each and a snack and prize will be provided after. Council asked if there were any potential conflicts, Zollinger stated if the weather delays the construction on Diagonal they would need to utilize the park and/or church parking lot for turning around. Mrs. Van Allen stated that the students only get one field trip outside of Clearwater and this event gets them get learning outside of the classroom. She stated that a lot of the kids didn't know that this park existed and hoped to get more support for the park by bringing attention and events there. There are 106 people in this group. Mayor Ussery stated that the event went well last year.

Motion: *Shore* moved; *Warkins* seconded to approve the Special Event Permit for the FFA to utilize Hammer's Park on March 27th. Voted and passed unanimously.

c. Appropriation Resolution 01-2026

Annually the Appropriation Resolution needs to be considered for city staff to pay debts in a timely manner. Reauthorizing this resolution would prevent the accrual of late charges and allow the City to take advantage of discounts

for early payment, if applicable. This process is authorized by K.S.A. 12-105(b), the Uniform Processing Claims Act and recommended by the city auditor. Staff will continue to include the claims and warrants list with the agenda packet for review and any questions that could be addressed prior to the Council meeting. If approved all payments must still be presented to the governing body for review. Any payments that are of an extraordinary nature will continue to require authorization of the governing body. Any financial impact on the City would be savings associated with the elimination of late fees and the potential early payment discounts. Shore asked if the spending authority got raised last year, Zollinger stated it did with the purchasing policy.

Motion: *Palmer-Witt* moved, *Warkins* seconded to approve the Appropriation Resolution 01-2026 . Voted and passed unanimously.

d. 2026 Pay Periods

In 2026 there is set to be 27 pay periods instead of 26 due to the extra days in a year that gradually add up over time. This happens once every 11 years. When doing the budget, it is calculated with 26 pay periods. We reached out to the auditor, and he replied that it would even itself out in 2027 with only 25 pay periods. That is not the case, there will be either 27 pay periods in 2026 or 2027. Option 1 would be to keep to the budget and only have 26 pay periods this year, but employees would get paid 4 days late due to the Holiday and weekend. Option 2 is to have the 27 pay periods in 2026 and have the General Fund cover the additional estimated \$43,000. Mayor Ussery inquired on the number of salaried employees, Zollinger stated there are 5 staff, 2 in Fire, all of Council and 1 animal Control. He explained that the bi-weekly pay would be less since it is being distributed 27 times rather than 26 times and with a payroll already being done this year, that would have to be calculated as well. Zollinger mentioned that the salary employees will get what was approved at the previous council meeting and would lower their paycheck, but the hourly employees would estimate an additional \$43,000 that was not in the budget. Council discussed the option of waiting to pay until 2027 and it being a potential hardship especially around the holidays. Gordon asked if it would affect the taxes, Zollinger stated it could potentially put them in a different tier. Warkins asked if this would hurt the budget or Mills, Zollinger stated that the \$850,000 reserves would cover some of the cost.

Motion: *Warkins* moved, *Gordon* seconded to keep 27 pay periods in 2026. Voted and passed unanimously.

e. REAP Facilitation for Western Sedgwick County Coalition

In 2025 City of Goddard City Administrator put together a group for the city administrators/ managers of western Sedgwick County cities to get together and talk about issues or highlights of what is happening in our cities. This group met three times in 2025. The group has been extended to city leaders and with growth, additional coordination has become necessary. Marcy Aycock with REAP assisted with the last meeting. At the last meeting it was proposed that each city involved increase their funding to REAP to be able to continue with this coordination. Zollinger believes the cities involved right now are Cheney, Clearwater, Goddard, Garden Plain, Colwich. The REAP dues are \$650 annually. The additional cost being asked for REAP to continue facilitating is \$250 per group. The funds will support meeting facilitation and coordination, agenda and materials, development, ongoing communication and follow-up, and administrative support. If approved the fee will be included in the 2026 REAP invoice that will be issued on January 15th. Staff does see value in contributing since this group focuses on our area and has the largest group with County Commissioners that represent outside of Wichita.

Motion: *Palmer-Witt* moved, *Shore* seconded to approve the additional \$250 towards REAP. Voted and passed unanimously.

f. Senior Center Design

In June 2025 the City Council approved staff working with PEC and SPT to create a design-bid-build packet for expanding the senior center. Since then, Amber and Zollinger have met with the teams to discuss the needs of the growing Senior Center. The site plan maximized the use of the existing lot to create two additions. 739 sq ft to the South and 606 sq ft to the West. The South addition would be additional dining/lounge area with a partition wall. The West addition would create new office space, storage and seating if needed. With the West extension the current office would then turn into a classroom. Electrical needs were thought out as well as esthetics, so the new additions blend in with the existing. The plan was drawn up to be two different phases for the additions with the South addition being phase 1. In phase 1 Ives and Zollinger wanted to address the current noise problem in the existing dining room due to the vaulted ceilings and asked for a plan to install new or additional sound panels on the ceiling to be added. The exterior on the addition is

designed to match the existing building, new sidewalk, parking, and seating area also on the exterior. The plan will be to bid out the project with both phase 1 and phase 2. The contractors will provide pricing for each phase. This will allow Council to award either or both phases. The bid will be set on or around January 30th and be due on February 27th. We will ask that the bidders hold their pricing for 60 days to give council time to consider the options. The cost for the professional services is \$73,750. Only \$22,125 has been paid and the city's balance is \$51,625. The remaining funds in equipment reserve for a "new building" will be \$185,092.50. There will be an option to obtain a general obligation bond for the project as well. More discussion on this will be held in the future. Council reviewed the drawings. Zollinger did point out that the storm sewer will have to be moved so the bids will include that. Warkins said the bids will be for Phase 1 and Phase 2 to encompass all costs for each phase. The Engineers estimates have broken out to show the details of where the numbers came from but will not be bid that way. Keeping it in Phase 1 and Phase 2 will help to break up the project if Council decides to at their discretion or not at all if so chose. The additional lounge area will have partition and panel storage at the top. Each room will have an additional mechanical room, which is necessary. The office will move into the West addition, turning the old office into a classroom. All the windows, ceiling heights, flooring and electrical were all included in the plans. The existing pillars for the canopy will remain to help keep the cost down, if removed the cost would increase due to the whole roof needing redone. The siding, brick and flooring will match what is currently on and in the building. Warkins said the bid documents will be good and can solicit back out for bid if Council chooses to not build or only build 1 phase unless changes are requested. She mentioned water pump heat will be put in rather than furnaces, so the gas doesn't have to be extended since the utilities enter the building on the North side. Mayor Ussery asked about the increase in capacity for the building, Warkins stated it would be around 53 for the South addition. Palmer-Witt asked about being able to match the material if the project is not all done at once, Warkins said it could change and material could be discontinued at any time, but as of now all material is readily available. Zollinger mentioned the designer suggested white sound panels for a more seamless look. Palmer-Witt asked how much the panels would reduce the sound and asked about dropping the ceiling since it is so loud in there, Warkins wasn't sure but the sample sheets says the acoustical performance is 95% for the panels and mentioned the cost would increase if dropping the ceiling and they were trying to keep it as cost effective as possible. Zollinger stated that Amber could hear a difference in just the single panels that have been installed. The existing double doors will be reused to help with cost. Gordon asked if there was a concern about die lot changes, Zollinger stated that Council is not making a decision yet and was just updating Council on what has been worked on so far, but these things have been taken into consideration during this planning process and will be brought back to Council after bids are received to see if this is a project Council wants to see done. Mayor Ussery pointed out the transitions between the rooms would help in the event of not being able to get the existing materials. The Engineers estimates, which are not bids, came in around \$289,000 for the South addition and \$238,000 for the West addition. They provided an estimate to include high and low overhead and profit around 10% which would be low of \$569,000 and high of \$696,000. Zollinger stated that funding options will be discussed at the next meeting with serious consideration to be brought at the first March meeting. In March a discussion on Janet and Yvonne will also be brought to Council. Mayor Ussery asked if the cost of a new building verses the additions could be estimated, Warkins stated it would be about \$1.3 million. This does not include parking or utilities. She figured this estimate at \$275 per sq. ft. for the total building with the addition being around 4,700 sq. ft. Council mentioned the study that was done and asked if the addition would meet the projected growth capacity, Zollinger answered yes. Palmer-Witt asked if the bathrooms were needed done as well, Zollinger stated no, what is currently there meets all necessary requirements. Shore mentioned the "drop off" area under the existing canopy no longer being available and asked if it was a concern, Zollinger stated there are handicap spots right by the ramp going to the building and does not believe it will be a concern and asked Amber if it was. Amber does not see it being a concern as there are not many people being dropped off currently and mentioned the parking spots in the back being closer to the door with these plans.

g. Temporary Permit for Clearwater Recreation Commission (added)

In accordance with Chapter 3 Section 104 of the City Code, no person shall drink or consume any alcoholic liquor on city owned public property unless a temporary permit is obtained. Clearwater Rec (CRC) will be hosting a Dinner and Art Class at the Senior Center on February 20th. Daycare will be provided at the Clearwater Library for attendees so it will be adults only at the Senior Center. CRC would like to request a Temporary Alcohol Permit for attendees to bring their own drink to the Senior Center if they choose for the evening. CRC will not be serving or providing alcohol. Zollinger checked with legal to make sure this aligns with Codes and Statutes, which it does. Carol Barrientez, the Recreation Director, was present. Mayor Ussery stated that he understood transporting the drink to the Senior Center is no different than going to a liquor store but drinking at the Senior Center and leaving would any liability fall on the City. Hill stated it would not, this is no different than the Fall Festival or Art walk. The City is not serving anyone therefore will not overserve them and

the person will be liable for their own choices if they drive after drinking and gets into an accident. It is no different than them leaving a restaurant. Hill did mention if someone were to get sick or in a fight on the property that it could be different, but does not foresee anything like that happening with this type of event if it goes as planned and presented. Carol Barrientez stated that she is still working on the dinner and pricing for the event but wanted to make it economical for people to enjoy. Palmer-Witt asked who was providing child care at the library, Barrientez stated they would provide 3 staff members so there would be a max of 30 kids allowed and this fee would be additional. She stated the child care didn't have to be used for the art and dinner event and is open to the community as a "parents night out" if they so choose. The childcare will be available for K-8th and the event at the Senior Center will be for anyone 21 years of age or older.

Motion: *Warkins* moved; *Gordon* seconded to approve the Temporary Permit for the Clearwater Recreation Commission at the Senior Center on February 20th. Voted and passed unanimously.

9. Governing Body

Gordon – Gordon asked if there had been any other activity regarding the nuisances that were brought to Council, Zollinger stated the homeowners have been in touch with Code Compliance.

Shore – Shore has received many compliments on the road project. He will be attending Local Government Day in Topeka on the 28th.

Warkins – The first Fall Festival meeting of the year is on Monday, January 19th.

Palmer-Witt – Inquired about ditches at Park and 1st or 2nd, Zollinger stated that Logan has reached out to Pearson to see when they will be getting that done since they are in town working on Indian Ridge Phase 2 and has not heard back yet.

Chambers – Will not be at the next meeting due to coaching wrestling in Harrington.

Ussery – Mayor Ussery asked if Gordon and Chambers were signed up for the New Roles webinar, Poe stated that they were. It is on January 22nd. He is excited for the new year with the governing body and thanked City staff for their work. There is a joint meeting in February with the Recreation and School.

10. Executive Session

None.

11. Adjournment

Motion: *Palmer-Witt* moved; *Shore* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:34 PM.

CERTIFICATE

State of Kansas }
County of Sedgwick }
City of Clearwater }

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the January 13th, 2026, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27th day of January 2026.

Jaye Poe, City Clerk

Check Register Report

Date: 01/13/2026

Time: 3:07 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								
52292	01/14/26	Printed			ACCESS	ACCESS GRANTED SYSTEMS	POOL ACCESS GRANTED FOR 2026	785.00
52293	01/14/26	Printed			ALL SEASON	ALL SEASONS SPORTSWEAR, INC	UNIFORM PATCH FIRE DEPT	25.00
52294	01/14/26	Printed			ASCAP	ASCAP	2026 ASCAP DUES	458.00
52295	01/14/26	Printed			BB LUMBER	B & B LUMBER	PLUG DEAD FRONT GRND BLK	420.20
52296	01/14/26	Printed			BERRY TRAC	BERRY TRACTOR	PLOW BOLT NUT	41.40
52297	01/14/26	Printed			CW WELLNE	CLEARWATER WELLNESS CENTER	JANUARY WELLNESS CENTER	105.00
52298	01/14/26	Printed			CORPRO CO	CORRPRO COMPANIES, INC.	TOWER CATHODIC PROTECTION	1,835.00
52299	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS SAL	85.74
52300	01/14/26	Printed			FIRE SAFE	FIRE SAFETY USA, INC	DOOR WEDGES FOR PERSONEL	238.57
52301	01/14/26	Printed			GALLS	GALL'S INC.	Tactical Tops	212.19
52302	01/14/26	Printed			IRRIGATION	IRRIGATION BY DESIGN	REWORK SPRINKLERS FOR BULLPEN	6,822.00
52303	01/14/26	Printed			IVES AMBER	AMBER IVES	NEW YEARS PARTY AND CRAFT	103.17
52304	01/14/26	Printed			KACM CTYAD	KANSAS ASSOC OF CITY & CO MGMT	2026 MEMBERSHIP DUES	100.00
52305	01/14/26	Printed			KMIT	KANSAS MUNICIPAL INS. TRUST	2026 Workers Compensation	26,746.00
52306	01/14/26	Printed			KMU	KANSAS MUNICIPAL UTILITIES	2026 MEMBERSHIP DUES	1,454.00
52307	01/14/26	Printed			KS ONE CAL	KANSAS ONE CALL SYSTEM, INC.	64 LOCATES	85.12
52308	01/14/26	Printed			KS ST TRES	KANSAS STATE TREASURER	COURT TREAS REPORT 12-2025	882.00
52309	01/14/26	Printed			KS ST BANK	KS STATEBANK	PIERCE ENFORCER PUMPER PAY	39,363.67
52310	01/14/26	Printed			LKM	LEAGUE OF KS MUNICIPALITIES	2026 DUES	1,746.28
52311	01/14/26	Printed			MEL HMB FD	MEL HAMBELTON FORD	OIL CHANGE #2	142.48
52312	01/14/26	Printed			MABCD	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS DEC 2025	204.40
52313	01/14/26	Printed			MILLS RUSS	RUSSELL L. MILLS	COURT APPOINTED ATTY 25-309	200.00
52314	01/14/26	Printed			MIZES	MIZE'S THRIFTWAY	MEAT FOR CHRISTMAS PARTY	534.49
52315	01/14/26	Printed			ONESOURCE	ONESOURCE TECHNOLOGY, INC	MICROSOFT 365 OFFICE	4,097.00
52316	01/14/26	Printed			PETTY CASH	PETTY CASH	CAR WASH POLICE DEPT	20.00
52317	01/14/26	Printed			PB03	PITNEY BOWES	POSTAL LEASE 10-30-25-01-29-26	259.98
52318	01/14/26	Printed			PCC	PROFESSIONAL CODE COMPLIANCE	JANUARY CODE COMPLIANCE	1,700.00
52319	01/14/26	Printed			ROASTER JO	ROASTER JOE'S	POLICE DEPT DRINKING WATER	58.10
52320	01/14/26	Printed			SG CO ELEC	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,934.79
52321	01/14/26	Printed			SURENCY	SURENCY LIFE & HEALTH INS CO	JANUARY VISION	255.23
52322	01/14/26	Printed			TRUGREEN	TRUGREEN	CITY MONUMENT	190.55
52323	01/14/26	Printed			TYLER TECH	TYLER TECHNOLOGIES	Municipal Justice Coversion	5,280.00
52324	01/14/26	Printed			UNIFIRST	UNIFIRST CORPORATION	MATS FOR CITY AND POLICE DEPT	43.95
52325	01/14/26	Printed			USD 264	USD 264	RESTITUTION COURT CASE 25-92	156.00
52326	01/14/26	Printed			WAMPO	WAMPO	2026 MEMBERSHIP DUES	221.53
52327	01/14/26	Printed			WASTE CON	WASTE CONNECTIONS, INC.	DECEMBER BILLING	17,999.66

Total Checks: 36

Checks Total (excluding void checks):

114,806.50

Total Payments: 36

Bank Total (excluding void checks):

114,806.50

Check Register Report

Date: 01/13/2026

Time: 3:07 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								
3985	01/14/26	Printed			VISA	CARDMEMBER SERVICES	PAPER GOODS FOR POLICE DEPT	2,008.14
3986	01/14/26	Printed			COLNL LIFE	COLONIAL LIFE	JANUARY COLONIAL LIFE	87.30
3987	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	319 W. ROSS FIRE STATION	343.01
3988	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	107 S. GRAIN OLD TWNSHP BUILD	50.24
3989	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	129 E. ROSS CITY BUILDING	378.46
3990	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	400 W. ROSS PUBLIC WORKS	298.27
3991	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	604 E. ROSS WELL HOUSE AT PARK	260.38
3992	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	650 E. ROSS POOL HOUSE PK LITS	502.88
3993	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX	147.28
3994	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	11159 S. 135TH W SEWER PONDS	366.74
3995	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	149 N. FOURTH MUSEUM	144.94
3996	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	901 CLEARCREEK PG LIFT STATION	147.62
3997	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS OLD TWNSHP BUILD	29.07
3998	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	1001 E. ROSS SPORTS COMPLEX 2	27.11
3999	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	1100 E. ROSS PUMP CR PONDS	28.86
4000	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	602 E. ROSS CITY PARK	51.10
4001	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	401 W. ROSS PW BUILD #2	104.52
4002	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	STREET LIGHTS	2,408.04
4003	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	100 E. ROSS EMPTY LOT	70.37
4004	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	9731 S. 135TH DIAGONAL SIGN	28.86
4005	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	1200 E. ROSS PUMP CR PONDS	28.86
4006	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	9801 S. 135TH PUMP	151.89
4007	01/14/26	Printed			EVERGY	EVERGY KANSAS CENTRAL	921 E. JANET SENIOR CENTER	415.36
4008	01/14/26	Printed			FARMERS	FARMERS BANK	JANUARY FCMI RESERVE PAYMENT	7,717.95
4009	01/14/26	Printed			KDOR	KANSAS DEPARTMENT OF REVENUE	WATER SALES TAX DEC 2025	357.93
4010	01/14/26	Printed			KDOR	KANSAS DEPARTMENT OF REVENUE	HISTORICAL SOCIETY SALES TAX	3.13
4011	01/14/26	Printed			KDOR	KANSAS DEPARTMENT OF REVENUE	4TH QUA WATER PLAN FEES	900.61
4012	01/14/26	Printed			KS GAS SVC	KANSAS GAS SERVICE	901 CLEARCREEK LIFT STATION	59.72
4013	01/14/26	Printed			KS GAS SVC	KANSAS GAS SERVICE	319 W. ROSS FIRE DEPT	619.45
4014	01/14/26	Printed			KS GAS SVC	KANSAS GAS SERVICE	149 N. FOURTH HIS MUSEUM	332.65
4015	01/14/26	Printed			KS GAS SVC	KANSAS GAS SERVICE	129 E. ROSS CITY HALL	351.29
4016	01/14/26	Printed			KS GAS SVC	KANSAS GAS SERVICE	401 W ROSS PUBLIC WORKS	400.57
4017	01/14/26	Printed			KS GAS SVC	KANSAS GAS SERVICE	921 E. JANET SENIOR CENTER	293.22
4018	01/14/26	Printed			MERCHANT	MERCHANT SERVICES	DEC E COMMERCE FEES/UB ONLINE	821.15
4019	01/14/26	Printed			SAMS CLUB	SAM'S CLUB	CHRISTMAS PARTY SR CENTER	83.36
4020	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	319 W. ROSS FIRE DEPT	480.39
4021	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	129 E. ROSS CITY HALL	205.57
4022	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	109 S. LEE POLICE DEPT	259.86
4023	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	400 W. ROSS PUBLIC WORKS	112.41
4024	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	PARK BROADBAND	3.00
4025	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	149 N. FOURTH HIST SOCIETY	91.92
4026	01/14/26	Printed			TWIN VAL	TWIN VALLEY TELEPHONE	921 E. JANET SENIOR CENTER	67.94
4027	01/14/26	Printed			VERIZON	VERIZON WIRELESS	FIRE DEPT BROAD BAND	40.01
4028	01/14/26	Printed			VERIZON	VERIZON WIRELESS	STATEMENT	518.53

Total Checks: 44

Checks Total (excluding void checks):

21,799.96

Total Payments: 44

Bank Total (excluding void checks):

21,799.96

Total Payments: 80

Grand Total (excluding void checks):

136,606.46

**City of Clearwater
City Council Meeting
January 27, 2026**

Facility Usage Agreement with Chisholm Trail Recreation Commission

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

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

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

The same language is included in the 2026 agreement.

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

Legal Considerations: Counsel has reviewed the agreement.

Recommendations/Actions: Authorize the Mayor to sign the 2026 Facility Usage Agreement with Chisholm Trail Recreation Commission.

FACILITY USAGE AGREEMENT

1. PURPOSE

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

2. RESPONSIBILITIES OF THE CITY

- 2.1 The City owns the Clearwater City Park, the Chisholm Trail Recreational Sports Complex, the Chisholm Trail Outdoor Recreational Sports Complex Building, shelters, gazebos, scoreboards, lights, other improvements located on said property, and adjacent parking lots. These properties are located on East Ross in Clearwater Kansas and shall be identified throughout this Agreement as “Facilities”.
- 2.2 The City will pay water, gas, electrical, trash service and other utility charges for the Facilities.
- 2.3 The City will manage mowing and watering services to the Facilities. This work will include maintenance and repairs to the irrigation system. This work will also include spraying and maintenance of the fence lines. The City will coordinate watering schedules with the Occupants’ use of the Facilities, including practice and game times.
- 2.4 The City will maintain general liability insurance coverage on the property in the amount of \$1,000,000 per occurrence.
- 2.5 The City maintains primary responsibility for the maintenance and upkeep of said Facilities. Routine maintenance of said Facilities for activities sponsored by the Occupant shall be the responsibility of the Occupant such as marking fields for play or practice.
- 2.6 The City shall always have access to all portions of the Facilities in case of emergency and/or to take action to protect the security of said Facilities. The City shall maintain all locks on all inside and outside doors within buildings located on said Facilities and shall provide keys to the same. The City may elect to change locks within such buildings if it appears that unauthorized copies of such keys have been made. In the event that the Occupant wants to add any additional locks within the Facilities, at least three keys for each such lock shall be furnished to the City Clerk.
- 2.7 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other storm, explosion, or earthquake, or by any other unavoidable casualty as to become unusable, then the City may elect to either rebuild or put said Facilities in

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

3. RESPONSIBILITIES OF THE OCCUPANTS

3.1 The Occupant will schedule activities, games, practices, events, and any usage of the Facilities with City Staff or through the reservation portal. Such scheduling will include identification of the fields and specific locations that Occupant intends to use at any given time. Cancelled games, practices and tournaments will be rescheduled in cooperation and coordination with the City or through the portal.

3.2 Proper facilities and field maintenance techniques will be used.

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

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

3.5 Concessions. The Occupant may operate a concession stand within said Facilities with the following provisions:

- a. The Occupant will be responsible for the operations, supply, personnel, and cleanliness of the concession area within said Facilities.
- b. The City Administrator or other City representative has the general right to review and monitor the conduct for the concession operation. City shall notify the Occupant if any condition exists that requires immediate attention or remediation.
- c. The Occupant will maintain all funds derived from the operation or sale of concessions within or at said Facilities during the said season.
- d. No beer or alcoholic beverages may be sold at any concession site or consumed at the Facilities.
- e. The Concession stand will comply with all applicable health regulations relating to the concession operations.

3.6 The Occupant shall not engage in or permit to be performed any acts or practices which may cause or allow injury to the Facilities, and the Occupant expressly agrees to comply with all applicable laws, ordinances, policies, rules and regulations of the City of Clearwater, Kansas and any other governmental authority having jurisdiction over said Facilities.

- 3.7 The Occupant shall not have the right, privilege, or power to in any way create liens for labor or materials upon the interests of the City in said Facilities. In connection with any preapproved (1) repairs to said Facilities and/or (2) construction of any improvements or the installation of any equipment within or upon said Facilities by Occupants, the Occupant shall pay for all materials and labor and will not permit any mechanic's liens to be filed against said Facilities and the interests of the City therein.
- 3.8 No Occupant shall authorize hanging advertisement/sponsorship banners or placards along fencing or other structures within the facilities without the written consent of the City of Clearwater. In the event consent is given by the City, any banners/placards will be constructed in a manner so as not to damage the fence or structure utilized and approved by the City of Clearwater.
- 3.9 At the end of the season all banners/ placards, equipment, practice equipment, and any other property owned by Occupant or its teams are to be removed from each field.

4. TERM

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

5. FEE

- 5.1 Occupant agrees to reimburse the City for the costs of its contractor in providing maintenance for the Facilities up to \$75,000 for the mowing, chemical spraying, and irrigation maintenance for the parks used by the Occupant and/or AYSO activities.
- 5.2 The City will submit invoices from its contractor to the Occupant for reimbursement. Reimbursements will not exceed \$75,000.
- 5.3 Occupant will cover the staffing costs of any pool party as referenced in Section 6.2.

6. GENERAL TERMS AND CONDITIONS

- 6.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.
- 6.2 The occupant may schedule a special pool party during the open season that does not coincide with any regularly open swim schedule or time frame for the public to schedule pool parties. Occupant will cover the cost of staffing for the special pool party.
- 6.3 The Occupant will be given priority on usage of the facilities after USD 264.

- 6.4 The Occupant will be allotted a reservation for the use of the city ball fields for practices from April, 2026, through May, 2026, 5 nights per week from 5:00PM (but after USD 264 practices) until dark. The occupant will have a choice on which days they choose at the beginning of their season and will coordinate knowledge of open availability within those time frames.
- 6.5 The Occupant will have priority for use of the ball diamonds for games after USD 264 from the beginning of their regular game schedule through end of their season Monday through Friday from 12:00PM until 8:00PM.
- 6.6 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.
- 6.7 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or logo in its marketing or materials.
- 6.8 The Occupant have access to storage of equipment at the Facilities. Storage will be properly designated to each Occupant. The Occupant shall maintain the interior portions of the storage facilities in good repair. The Occupant shall have no right to make any claim against the City for damage to property stored at City Facilities, absent an incident of gross negligence or intentional conduct by a City employee.
- 6.9 Prior to the beginning of the baseball/ softball season a representative of Occupant will do a walkthrough of the property with the City's Parks and Facilities Superintendent to identify any damage that would be the responsibility of the City to repair. At the end of said season an additional walk through will be conducted to inspect for any damages that occurred during the season and would be the responsibility of the Occupant to repair.
- 6.10 Any structural changes to the Facilities require the prior written approval of the City. Any request for such approval shall include documentation or other evidence that such changes may be made without expense or obligation to the City.
- 6.11 From the first approved KSHSAA day of practice until final day of KSHSAA competition, preference will be given to the Unified School District 264 for usage of the baseball and softball fields (Fields 1, 2 and 3) for the purposes of their

school season.

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

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

7. LIABILITIES

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

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

8. MISCELLANEOUS PROVISIONS

8.1 This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.

8.2 The interpretation and construction of this Agreement shall be governed by the law of the State of Kansas without regard to the conflict of laws principals. The venue for any dispute for this Agreement shall be the 18th Judicial District Court in Sedgwick County, Kansas.

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

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

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

8.6 Both parties to this Agreement understand, acknowledge, and agree that this is a

binding agreement and contract upon the parties, their legal representatives, successors or assigns of the parties hereto. Neither party may assign their rights, duties, and responsibilities under this Agreement without the express written consent of the other party hereto.

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

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

CITY OF CLEARWATER

CHISHOLM TRAIL RECREATION
COMMISSION

By: _____

By: _____

Date: _____

Date: _____

To: Mayor and City Council
 From: Courtney Zollinger, City Administrator
 Date: January 23, 2026
 Re: Administration Report

- City Clerk Jaye Poe received her Certification for Municipal Clerk (CMC). Last year Jaye received her MiniMPA, completed year 4 of clerk school and now has received her CMC. Great Job, Jaye!
- A request for proposal was sent out to contractors for Section 1 of the annual road maintenance project for 2026.
- A request for proposal was sent out to contractors for parking lot maintenance for the Aquatic Center and Senior Center.
- Chief Ives is working on updating a noise ordinance for the city code.
- February 10th council meeting we will be discussing fire department tanker options
- Clearwater Rec has scheduled their baseball/softball year end party at the pool and park.
- Baseball and Softball practice and game schedules have been received from the school.
- Configuration for the new financial and court software is still underway. Go live for a portion of the financial software is set for January 26, 2026. Municipal Justice is due to go live at the end of February. Final go live date will be in May. Staff is and will be heavily working with Tyler Technologies on configuration for the next couple of months.
- Pitching lanes on the varsity fields are almost complete. The sprinkler system lines have been moved. The new batting cage post holes have been dug. The turf for all areas will be delivered mid-February. Jason Martin thinks he will be able to complete the whole project by the time the school ball season starts at the beginning of March.
- On January 14, 2025, Council approved to put \$289,421 in a CD for 12 months. The interest accrued was \$11,581.37 and will be used as a down payment for the road project. Temp Note 2023A for the engineering portion of the road project will be due this October. The City will use cash on hand to pay off the temporary note. \$602,727.32.
- W2's and 1099's have been mailed.
- Year to Date (December 2025): 1% Sales Tax Collected: **\$369,055.31**
- Total Sales Tax Collected since January 2024: **\$728,476.62**

Dates to Remember

- February 16th – City Offices Closed
- February 25th – Joint Meeting City – School – Rec Commission
- March 31st – Council Workshop
- April 17th – City Leaders Academy in Salina
- April 18th – City Wide Clean Up
- April 24th – Art Wall 6p-9p
- May 25th – City Offices Closed
- June 30th – Council Workshop
- September 29th – Council Workshop
- October 16th-18th – Fall Festival
- October 31st – Downtown Trick or Treat

Active Nuisances/ Code Violations

139 N Gorin	148 Lee	116 S Gorin	212 Grant	205 Tracy	130 Tracy
427 N 1 st Ave Ct	750 N. Rolling Hills	330 Janet			

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: January 22, 2026

Re: Fire Department Staff Report

- Clearwater Fire responded to **8** medical calls and **2** fire calls since our last report.
- Average response time for SGC0 EMS on medical calls has been around **19** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **0** emergency calls.
- To Date: The CRV has been unstaffed **0** times.
- The department responded to the report of a house fire on January 18th just shortly before noon. Upon arrival, crew found a 50'x60' steel barn fully involved. Crews made quick deployment of attack lines and got the fire under control in about 20 minutes. Auto-Aid assistance was given from SGC0 FD#1 and Viola Fire. The building and its contents were a total loss, and the cause was deemed "Accidental" by the KS State Fire Marshall's Office.
- Personnel trained on new dispatching text coming out on February 9th and brush apparatus operations at our last meeting on the 20th.
- The department submitted another grant request with Firehouse Subs for the purchase of new PPE gear.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: January 22, 2025

Re: Police Department Staff Report

Officers:

Sgt. Jacks completed DARE graduation. One of the Aids at the school was asked to be married. This was a first for Jacks.

Officer Ross is doing great. His wrestlers placed 1st place in their latest tournament.

Officer Corbett was involved in a car chase that was started in Sumner County. The suspect was arrested after wrecking his vehicle west of town. No one was hurt and there was no damage to the patrol vehicles. KHP made the arrest.

Police Clerk:

SPV permits have started over and Tricia has been busy. The count is now 37.

Building:

No Issues

Vehicles:

Regular maintenance.

The scheduled replacement of the new patrol car will be completed at the end of February. This vehicle will be purchased on the state bid. This vehicle will replace the last 2020 Dodge Durango.

The 2020 Durango will be placed on purple wave for bids.

Matters of interest since the last meeting on Police Activity:

We have had 77 dispatched/reported calls with 12 arrests and 17 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: January 27, 2026

Subject: Public Works Summary

1. Trim Trees around fence at waste ponds
2. Run electrical for lights over meeting room
3. Install new lights in meeting room
4. Remove old wood chips/dirt pile at dump
5. Hauled in road gravel in preparation for winter weather
6. Bought supplies to make meter lid for Shackleford's
7. Treated fuel in equipment for cold temperatures
8. Fill in/cover water main at bridge project
9. Textured and painted the ceiling in kitchen and meeting room
10. Picked up pallet of Ice melt



Clearwater Senior Center

Staff Report

January 21, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

As we are rounding out the 3rd week of the new year, we do not have too many things to report on. We are averaging just over 20 people per day in attendance.

The "New" meal program has been working out well since we started. Currently, we are just handing out frozen food and warming up food for those who do not want to eat at home alone. This is working well; however, we are ready to get back to a normal routine soon. Next week we will be delivering warm (pre-packaged) food to home delivery participants and finishing up the month with frozen food for congregate participants. February, we should be serving warm, precooked food for everyone.

On December 15, I received an email letting me know that our project has been selected as a recipient of Twin Valley's Community Grant. We will be able to purchase an industrial freezer and refrigerator for special events and daily activities at the Center. We will be awarded \$5000 to cover all the costs associated with this project.

Respectfully,

Amber Ives

Senior Center Coordinator

**City of Clearwater
City Council Meeting
January 27, 2026**

Consider Multi-Year Field Usage Agreement with Kansas Curve

Context: Jacob Baca, Kansas Curve Baseball, is interested in using the baseball field at the sport complex again and would like the city to consider a 3 year contract.

In 2026 they will have 17 home games starting May 29, 2026, through July 18, 2026. The field will be used for games only, no practice. There will also be no charge to spectators. Their tentative schedule is attached.

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

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

Legal Considerations: Review and comment as necessary

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

Jaye Poe

From: Jacob Baca <jbaca12@att.net>
Sent: Friday, October 31, 2025 7:06 AM
To: Jaye Poe
Subject: Clearwater Summer 26

Good morning,

We would love to be back in Clearwater again for summer 2026. Here are all of our home dates. Let me know if you need anything else.

May 29th: vs Kansas Curve Baca (Clearwater HS)
May 30th: TBA
May 31st: TBA
June 2nd: vs Park City Rangers (Clearwater HS)
June 4th: vs Mulvane Patriots (Clearwater HS)
June 6th: vs El Dorado Walnuts (Clearwater HS)
June 7th: vs Kansas Curve Mutt (Clearwater HS)
June 10th: vs Wellington Heat (Clearwater HS)
June 11th: vs Mulvane Patriots (Clearwater HS)
June 15th: vs Midwest Moos (Clearwater HS)
June 18th: TBA
June 19th: vs El Dorado Walnuts (Clearwater HS)
June 25th: vs Midwest Moos (Clearwater HS)
June 27th: @ Mulvane Patriots (Clearwater HS)
June 28th: vs Park City Rangers (Clearwater HS)
July 7th: vs Valley Center Mud Daubers (Clearwater HS)
July 8th: vs Wellington Heat (Clearwater HS)
July 11th: TBA
July 12th: vs Valley Center Mud Daubers (Clearwater HS)
July 15th: vs Park City Rangers (Clearwater HS)
July 18th: vs Valley Center Mud Daubers (Clearwater HS)
July 19th: TBA

Jacob Baca
Kansas Curve Baseball
Wichita Northwest Baseball
316-303-7987
jbaca12@att.net

FIELD USAGE AGREEMENT

1. PURPOSE

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

2. RESPONSIBILITIES OF THE CITY

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

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

2.3 The City will provide mowing services for all property.

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE OCCUPANTS

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

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

4. GENERAL TERMS AND CONDITIONS

- 4.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.
- 4.2 The term of this agreement shall be from the beginning of the season, May 29, 2026, until end of season, July 19, 2028
- 4.3 A fee of \$150 per game will be due for the usage of the Facilities. This will include field usage, lights when needed, and bathroom access for all home games.
- 4.4 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.
- 4.5 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or logo in its marketing or materials.

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

5. LIABILITIES

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

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

6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

CITY OF CLEARWATER

KANSAS CURVE BASEBALL

By: _____

By: _____

Date: _____

Date: _____

**City of Clearwater
City Council Meeting
January 27, 2026**

Consider Field Usage Agreement with USD 264

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

In 2024 the city implemented fees for organizations who utilize the city parks, including the sports complex fields. Late last year USD 264, the City and Rec agreed to make improvements to the baseball and softball fields by adding bull pens to fields #1 and #2 as well as a new set of batting cages. With the added cost to the complex the schools fee will be adjusted for the next 4 years. The fee last year was \$7,500 and in the next 4 years it will be \$20,000. After 4 years the city will re-evaluate the usage fee.

Financial: The \$20,000 received from the school will offset some of the annual costs to maintain the grass for the school's baseball/softball season as well as the cost of the improvements.

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

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

FIELD USAGE AGREEMENT

1. PURPOSE

The purpose of this Agreement is to define the terms of the Agreement between USD 264 (Occupants) and the City of Clearwater (City) for the utilization and maintenance of the Chisholm Trail Sports Complex and its facilities. The Agreement will clarify the roles and responsibilities of the entities.

2. RESPONSIBILITIES OF THE CITY

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

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

2.3 The City will provide mowing services for all property outside of the ballfield fences referred to as the common areas.

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

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

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

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

2.8 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other

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

3. RESPONSIBILITIES OF THE OCCUPANTS

3.1 Occupants shall provide the chalking and marking of fields that it intends to use. Proper facilities and field maintenance techniques will be used.

3.2 Occupant shall be responsible for installing any temporary structures, including fence, that is needed for their play.

3.3 All Occupants will schedule activities, games, practices, events, and any usage of the Facilities with City Staff. Such scheduling will include identification of the fields and specific locations that Occupant intends to use at any given time. Cancelled games, practices and tournaments will be rescheduled in cooperation and coordination with the City.

3.4 Occupants will ensure trash is properly contained and disposed of after every use of the Facilities. Occupant must ensure trash bins are brought to the roadside for pick up.

3.5 Occupant is responsible for mowing ballfields inside the fence. No chemicals are to be used on the ball fields at anytime with out prior approval of the City.

3.6 Concessions. The Occupant may operate a concession stand within said Facilities with the following provisions:

- a. The Occupant will be responsible for the operations, supply, personnel, and cleanliness of the concession area within said Facilities.
- b. The City Administrator or other City representative has the general right to review and monitor the conduct for the concession operation. City shall notify the Occupant if any condition exists that requires immediate attention or remediation.
- c. The Occupant will maintain all funds derived from the operation or sale of concessions within or at said Facilities during the said season.
- d. No beer or alcoholic beverages may be sold at any concession site in the Facilities.
- e. The Concession stand will comply with all applicable health regulations relating to the concession operations.

- 3.7 Occupants shall not engage in or permit to be performed any acts or practices which may cause or allow injury to the Facilities, and the Occupant expressly agrees to comply with all applicable laws, ordinances, policies, rules and regulations of the City of Clearwater, Kansas and any other governmental authority having jurisdiction over said Facilities.
- 3.8 The Occupants shall not have the right, privilege, or power to in any way create liens for labor or materials upon the interests of the City in said Facilities. In connection with any preapproved (1) repairs to said Facilities and/or (2) construction of any improvements or the installation of any equipment within or upon said Facilities by Occupants, the Occupant shall pay for all materials and labor and will not permit any mechanic's liens to be filed against said Facilities and the interests of the City therein.
- 3.9 No occupant shall authorize hanging advertisement/sponsorship banners or placards along fencing or other structures within the facilities without the written consent of the City of Clearwater. In the event consent is given by the City, any banners/placards will be constructed in a manner so as not to damage the fence or structure utilized and approved by the City of Clearwater.
- 3.10 At the end of the season all banners/ placards, equipment, practice equipment, and any other property owned by USD 264 is to be removed from each field. L-screens may be kept in the dugouts for people to use but shall be placed back in dugouts after each use. If L-screens continue to be left out to hinder maintenance and mowing schedules the school will be asked to remove them from the ball fields.

4. GENERAL TERMS AND CONDITIONS

- 4.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.
- 4.2 USD 264 agrees to contribute \$20,000 to the maintenance of the Ball Diamond and common areas for the season.
- 4.3 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.
- 4.4 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or

logo in its marketing or materials.

- 4.5 Occupants have access to storage of equipment at the Facilities. Storage will be properly designated to each Occupant. The Occupant shall maintain the interior portions of the storage facilities in good repair. The Occupant shall have no right to make any claim against the City for damage to property stored at City Facilities, absent an incident of gross negligence or intentional conduct by a City employee.
- 4.6 Prior to the beginning of the season a representative of Occupant will do a walkthrough of the property with the City's Parks and Facilities Superintendent to identify any damage that would be the responsibility of the City to repair. At the end of said season an additional walk through will be conducted to inspect for any damages that occurred during the season and would be the responsibility of the Occupant to repair.
- 4.7 Any structural changes to the Facilities require the prior written approval of the City. Any request for such approval shall include documentation or other evidence that such changes may be made without expense or obligation to the City.
- 4.8 From the first approved KSHSAA day of practice until final day of KSHSAA competition, preference will be given to the Unified School District 264 for usage of the baseball and softball fields (Fields 1, 2 and 3) for the purposes of their school season.
- 4.9 All vehicles will be parked in the parking lot, even for loading and unloading equipment. Occupant shall not allow motor vehicles to drive on any portion of the property that is irrigated.
- 4.10 When damage occurs to the Facilities, the Occupant must notify the City and get City approval for any plan to repair the damage.

5. LIABILITIES

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

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

6. MISCELLANEOUS PROVISIONS

6.1 This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.

6.2 The interpretation and construction of this Agreement shall be governed by the law of the State of Kansas without regard to the conflict of laws principals. The venue for any dispute for this Agreement shall be the 18th Judicial District Court in Sedgwick County, Kansas.

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

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

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

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

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

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

CITY OF CLEARWATER

UNIFIED SCHOOL DISTRICT 264

By: _____

By: _____

Date: _____

Date: _____

**City of Clearwater
City Council Meeting
January 27, 2026**

Sports Complex Master Plan

Context: In September 2023, the Governing Body engaged Professional Engineering Consultants, P.A. to work with Sports Complex stakeholders to develop a comprehensive master plan. In 2024, the Governing Body received the completed plan and in December of 2025 approved the installation of pitching lanes on fields #1 and #2, redoing the existing batting cages and adding a new set of batting cages for a price not to exceed \$220,000. Also approved was to widen the pitching lanes to allow two people to warm up at a time which would increase the cost by \$21,320. Making the total project \$241,320. The council agreed to split the cost with Rec Commission and School District.

The school cannot contribute funding to improvements to property they do not own, but the city could increase their usage fee. The school is not required to go out to bid on usage fees if the amount does not exceed \$20,000 in year. The school board committed to a 4-year plan of \$20,000 in usage fees which would cover only \$50,000 of the project.

Since the school could not commit to more than 4 years of an increase the widening of the pitching lanes was taken off to reduce the total cost of the project not to exceed \$220,000.

This would leave the City and Rec to split the remaining cost, after the school portion, of \$170,000, or \$85,000 each. It was established that the City does not have the cash available to pay the full portion for the City and the School in one year and asked the Rec Commission if they would be willing to front the majority cost of the project and allow the city to pay back the city and school portion by 2028.

Financial: The city will utilize \$45,000 in equipment reserve funding in 2026 to pay a portion of the improvements while the rec has agreed to cover the remaining. Since the City will be collecting the school portion over a 4-year period, it will be the responsibility of the City to pay the City and School portion of the project back to the Rec. The Rec has agreed to allow the city to do this in two years. The city will budget in 2027 and 2028 to make a payment to the rec, not to exceed \$45,000 in each of those years.

Legal Considerations: Legal has reviewed the agreement.

Recommendations/Actions: Authorize the Mayor to enter into the payment agreement with Clearwater Rec Commission.

SPORTS COMPLEX FUNDING AGREEMENT

BETWEEN THE CITY AND THE RECREATION COMMISSION REGARDING SPORTS COMPLEX IMPROVEMENTS

This Agreement is entered into by and between the **City of Clearwater**, Kansas (“City”), and the **Clearwater Recreation Commission** (“Rec”), collectively referred to as the “Parties.”

WHEREAS

- The City owns and operates the Clearwater Sports Complex; and
- The City and Rec jointly support improvements to enhance safety, functionality, and public use of the Sports Complex; and
- The Parties desire to define the scope of improvements, cost limitations, and funding responsibilities.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Improvements

The City and Rec mutually agree to proceed with the following improvements at the Sports Complex:

- Installation of pitching lanes on the varsity baseball and softball fields;
- Rehabilitation and improvements to the existing batting cages; and
- Installation of one new set of batting cages.

2. Project Cost Limitation

The total cost of the project shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000).

3. School Usage Fee Adjustment

The City agrees to increase the school usage fee from \$7,500 to \$20,000 per year for a period of four (4) years. The increased portion of the fee shall be used to fund Fifty Thousand Dollars (\$50,000) of the total project cost. The remaining project cost, up to One Hundred Seventy Thousand Dollars (\$170,000), shall be shared equally (50/50) between the City and the Rec.

4. Up-Front Funding Responsibilities

The Rec agrees to fund the project up front in an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000). The City shall contribute Forty-Five Thousand Dollars (\$45,000) toward the project. Combined contributions shall not exceed the total project cost of \$220,000.

5. Reimbursement to Recreation Commission

The City agrees to reimburse the Rec in calendar years 2027 and 2028. Reimbursement shall total an amount up to Forty-Five Thousand Dollars (\$45,000) each calendar year. This reimbursement represents the City’s share of the project and includes funding derived from both the City and school usage fee contributions.

6. Ownership and Operation

All improvements made under this Agreement shall remain the property of the City. The City shall continue to own, operate, and maintain the Sports Complex.

7. Term and Effect

This Agreement shall become effective upon approval by both governing bodies and execution by authorized representatives of each Party.

8. Miscellaneous Provisions

If any provision of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective as enforceable to the fullest extent permitted by law.

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.

Any modification of or amendment to this Agreement must be in writing and executed by both parties.

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

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

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

CITY OF CLEARWATER

CLEARWATER RECREATON COMMISSION

By: _____

By: _____

Date: _____

Date: _____

**City of Clearwater
City Council Meeting
January 27, 2026**

Congregate Meals – CPAAA (Trio)

Context: At the December 9, 2025, council meeting the governing body was made aware that Everful (aka Meals on Wheels) would no longer be providing meals in Clearwater. CPAAA stepped in and said they were working on a deal with TRIO to offer meals to the areas in which Everful would not. A contract or details had not been worked out with CPAAA but CPAAA did say they would give a stipend of \$5,000 to cover costs, such as extra trays, printing or hiring a person. The governing body voted to move forward with a contract with CPAAA and authorized the mayor to sign with the terms that had been stated.

Since then, the amount offered to Clearwater Senior Center has increased to \$7,000 annually and would only be reimbursed expenses for costs incurred. This is the same method the Department on Aging funding is handled.

Financial: The city would be reimbursed for any costs incurred up to \$7,000.

Legal Considerations: Counsel has reviewed the agreement and asked that we strike the words 'as Exhibit A' in both 4.a. And 4.b. when referring to the inventory list.

When asked for the inventory list that is referred to in the document; CPAAA stated the inventory list is incorporated by reference and is intended to be an ongoing document (like a ledger) since it does not say “attached herein”, just “incorporated herein”. Exhibit A is intended to be a document that may be updated on as needed basis w/o the need to go and do an amendment to the Agreement itself. *Example: Drinking water glasses break, list gets updated, CPAAA then decides to buy new water glasses and puts them in use at the site – internal list gets updated.* Because it could be confusing to later parties.

The City doesn't anticipate labeling the ongoing inventory list as Exhibit A and this provision makes more sense if we just take those words out. Because it could be confusing to later parties. We don't anticipate labeling the ongoing inventory list as Exhibit A and this provision makes more sense if we just take those words out. At this point we have sent the request to CPAAA and are waiting to see if they will agree.

Recommendation: Authorize the mayor to sign the agreement with CPAAA

SITE USE AND COOPERATION AGREEMENT
by and between
CENTRAL PLAINS AREA AGENCY ON AGING
and
CITY OF CLEARWATER
Clearwater Senior Center

This Agreement is made and entered into this ____ day of _____, 2026, by and between Central Plains Area Agency on Aging, by and through Sedgwick County in its capacity as administrator and authorized agent ("CPAAA" or "County") and City of Clearwater, Kansas (the "Contractor").

WHEREAS, CPAAA wishes to make available certain congregate meal program and home delivered nutrition services (collectively "Nutrition Program") in accordance with Title III of the Older Americans Act ("OAA") to eligible individuals; and

WHEREAS, Contractor wishes to facilitate CPAAA's provision of said Nutrition Program by providing certain premises and assisting CPAAA in administration of the Nutrition Program on said premises; and

WHEREAS, CPAAA and Contractor believe that such cooperation is to the benefit of eligible individuals and the general public.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, CPAAA and Contractor hereby agree as follows:

1. Certain Definitions.

For purposes of this Agreement:

a. "Congregate Meals" means hot meals that are brought by CPAAA to Site to be served to a Participant in a social group setting on Site as part of CPAAA's Nutrition Program.

b. "Equipment" means, without limitation, ranges, ovens, stoves, microwaves, coffee makers, water kettles, utensils, cutlery, and refrigeration equipment (including the walk-in cooler).

c. "Home-Delivered Meals" means hot meals that are brought by CPAAA to Site to be delivered to Participant's home address by Contractor's agent, employees, or volunteers.

d. "KDADS" means Kansas Department for Aging and Disability Services.

e. "Office Products" means electronic products including, but not limited to, desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

f. "Participants" means individuals who meet the eligibility criteria for the Nutrition Program.

g. "UPR" means Uniform Program Registration.

2. Contractor agrees to:

- a. Provide CPAAA and its contractors with access to and use of Contractor's premises located at 921 E Janet Ave, Clearwater, Kansas 67026, including, but not limited to the kitchen and dining area (collectively the "Site") suitable and appropriate for CPAAA's Nutrition Program during hours and days specified herein:
 - (1) Each Monday through Friday from 10:00 a.m. to 2:00 p.m., beginning January 1, 2026, through September 30, 2027, excluding federal holidays. CPAAA and Contractor may agree on additional open dates and/or times as may be deemed appropriate by both parties.
- b. Provide the following support services:
 - (1) Provide meal service of Congregate Meals to Participants during days and times specified in Section 2.a.(1) in accordance with CPAAA's Nutrition Program's guidelines.
 - (2) Follow appropriate sanitation and food handling standards established by applicable laws and regulations, including but not limited to the Kansas Food Code established by the Kansas Department of Agriculture. Ensure that all such standards are followed by all of Contractor's agents, employees and volunteers during the distribution of Congregate Meals and Home-Delivered Meals to Participants. Ensure that the Site's dining area, kitchen area, and restrooms are maintained in clean, safe, and sanitary condition during times specified in Section 2.a.(1).
 - (3) Provide oversight and documentation of activities of all volunteers engaged in Nutrition Program on Site.
 - (4) Inspect Equipment for cleanliness and functional operation. Contractor shall notify CPAAA as soon as practically possible and without unreasonable delay if any of Contractor's or CPAAA's Equipment appears to be malfunctioning. Ensure that such Equipment is not used until the apparent malfunction is addressed by CPAAA or Contractor in accordance with this Agreement.
 - (5) Conduct and/or distribute, as may be appropriate, all required assessments to Participants in accordance with CPAAA and KDADS procedures.
 - (6) Complete CPAAA required documentation, reports, and meal orders by required deadlines.
 - (7) Inform Participants of suggested monetary donations for the Nutrition Program and encourage donations according to their ability while maintaining confidentiality.
 - (8) Communicate CPAAA Nutrition Program information and announcements to Participants.
 - (9) Communicate with customers or professionals inquiring about the Nutrition Program.
- c. Provide secure storage at the Site for CPAAA's incidental supplies, Equipment, and Office

Products that are used by CPAAA for Nutrition Program purposes at the Site. All supplies, Equipment, and Office Products brought by CPAAA to the Site shall remain CPAAA's property.

- d. Maintain the Site in a safe, clean, and sanitary manner consistent with applicable laws and regulations. Arrange for timely inspection of fire extinguishers and smoke alarms and have documentation of inspection available for CPAAA's annual Site assessment.
- e. Provide space for bulletin board and display postings and documentation required by CPAAA's Nutrition Program.
- f. Provide CPAAA and its contractors with access to and use of Contractor's Equipment as may be needed in the administration of the Nutrition Program and ensure that such Equipment is in proper working order.
- g. Monitor the delivery of Home-Delivered meals by volunteers to Participants registered to receive Home-Delivered meals. Inform CPAAA if any volunteer is unable to deliver a meal to any such Participant.
- h. Not to use CPAAA's Equipment, Office Products, or incidental supplies for other events and programs that are not part of CPAAA's Nutrition Program.
- i. Include CPAAA approved branded logo in all publicity related to the CPAAA Nutrition Program.
- j. Allow CPAAA staff to provide nutrition education presentations on Site during mutually acceptable dates and times.
- k. Be solely responsible for all repairs and/or replacement of all Contractor's Equipment and Office Products installed on Site.
- l. Be solely responsible for payment of all Site's utilities, telecommunication services utilized by the Site such as internet and telephone services, pest control, and general maintenance.
- m. Secure daily donations made at the Site by Participants and other parties who wish to make donations for Nutrition Program and transfer all such donations to CPAAA by the 5th calendar day of each month.
- n. Provide CPAAA with Contractor's logo and permit CPAAA to use such logo for purposes described in Sections 3.g and 3.h of this Agreement.
- o. Stop using immediately and notify CPAAA in a timely manner and without unreasonable delay if any of the CPAAA's Office Products used by Contractor in the course of performing its obligations under this Agreement appears to malfunction.
- p. Purchase all necessary licenses, permits and certifications required to service food to Participants and other eligible third parties at the Site. Provide copies of all such licenses, permits and certifications to CPAAA. Maintain all such licenses, permits and certifications throughout the duration of this agreement in good standing order.

3. CPAAA agrees to:

- a. Use the Site for purposes of for CPAAA's Nutrition Program during hours and days specified herein:
 - (1) Each Monday through Friday from 10:00 a.m. to 2:00 p.m., beginning January 1, 2026, through September 30, 2027, excluding federal holidays. CPAAA and Contractor may agree on additional open dates and/or times as may be deemed appropriate by both parties.
 - (2) CPAAA shall not use the kitchen and dining room on federal holidays.
- b. Provide required documentation, manuals, program policies and procedures to the Contractor.
- c. Provide program training to the Contractor's chosen representatives on as needed basis.
- d. Coordinate with the Contractor in addressing complaints from Participants, closures or other issues impacting the day-to-day service of Congregate Meals and Home-Delivered Meals.
- e. Deliver Congregate Meals and Home-Delivered Meals to the Site for further distribution by Contractor to Participants.
- f. Provide timely communications to Contractor regarding training opportunities, policy or procedure changes, updated flyers, concerns, complaints and other necessary communications as it becomes available.
- g. Acknowledge the cooperation of the Contactor in CPAAA's Nutrition Program in CPAAA's public announcements that pertain to Nutrition Program conducted on Contractor's Site. CPAAA may use Contractor's designated logo provided by Contractor to CPAAA for use in such announcements.
- h. Promote the CPAAA Nutrition Program and provide the Site information on CPAAA's website. CPAAA may use Contractor's designated logo provided by Contractor to CPAAA as part of promotion of the CPAAA Nutrition Program and provision of Site information on CPAAA's website.
- i. Provide disposable incidental supplies, such as trash bags, napkins, disposable plastic cutlery or other incidentals of similar nature required for the administration of the Nutrition Program at the Site. Such incidental supplies shall be provided in the sole discretion of CPAAA on as needed basis.
- j. Permit Contractor to use CPAAA's Equipment, Office Products, and incidental supplies while providing support services specified in this Agreement.
- k. Reimburse Contractor for costs incurred in performance of Contractor's duties as specified in

Section 9 of this Agreement.

4. Equipment and incidental supplies purchased with Older American Act funding for use at the Site.

- a. CPAAA and Contractor agree that certain Equipment and Office Products currently present at the Site were purchased using Older Americans Act funding through grants or monetary disbursements made by CPAAA for such purchases. Parties agree that the following applies to all such Equipment and Office Products:
 - (1) All such Equipment and Office Products shall remain the property of CPAAA and shall not be considered Contractor's property.
 - (2) Use of such Equipment and Office Products shall be limited to use in connection with the administration of the Nutrition Program.
 - (3) Contractor shall not be responsible for the maintenance, repair and/or replacement of CPAAA's Equipment and Office Products, provided that the loss, damage, or malfunction of such Equipment or Office Products was not the result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment.
 - (4) In the event of a malfunction of CPAAA's Equipment or Office Products that was not a result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment, the repair and/or replacement of such Equipment or Office Products shall be at the sole discretion of CPAAA. If CPAAA elects to repair or replace such Equipment or Office Products, all costs for such repair or replacement shall be the sole responsibility of CPAAA.
 - (5) CPAAA shall maintain an inventory list of all CPAAA's Equipment and Office Products. This inventory list shall be incorporated herein as Exhibit A and, to the extent applicable, shall include the following information: the manufacturer, model, serial number, date and place of purchase. This inventory list may be periodically updated by CPAAA and Contractor shall cooperate with CPAAA to facilitate such periodic updates.
 - (6) All such Equipment and Office Products may be repossessed by CPAAA at the termination of this Agreement. Unless otherwise agreed by CPAAA and Contractor, all costs associated with repossession of such Equipment, including deinstallation, removal, packaging and transportation of such Equipment from the Site to CPAAA shall be the responsibility of the Contractor. CPAAA shall not be liable for any damages that may occur during the deinstallation or removal of such Equipment or Office Products.
- b. CPAAA and Contractor agree that all new Equipment and Office Products purchased by CPAAA or purchased by Contractor using Older Americans Act funding provided by CPAAA for such purchase during the Term of this Agreement for use in Nutrition Program on Site shall be subject to the following:

- (1) All such Equipment and Office Products shall remain the property of CPAAA.
 - (2) Installation of such Equipment and Office Products shall be the responsibility of the Contractor. CPAAA shall not be liable for any damages that may occur during the installation, deinstallation, or removal of such Equipment or Office Products.
 - (3) Use of such of such Equipment and Office Products shall be limited to the use in connection with the administration of the Nutrition Program.
 - (4) Contractor shall not be responsible for the maintenance, repair and/or replacement of such Equipment and Office Products, provided that such Equipment loss, damage, or malfunction was not the result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment.
 - (5) In the event of malfunction of such Equipment or Office Products that was not a result of Contractor's negligence and/or willful, wanton, or reckless conduct in the use of such Equipment, the repair and/or replacement of such Equipment or Office Products shall be at the sole discretion of CPAAA. If CPAAA elects to repair or replace such Equipment or Office Products, all costs for such repair or replacement shall be the sole responsibility of CPAAA.
 - (6) CPAAA shall maintain an inventory list of all such Equipment and Office Products. This inventory list shall be incorporated as a subcategory of Exhibit A and, to the extent applicable, shall include the following information: the manufacturer, model, serial number, date and place of purchase. This inventory list may be periodically updated by CPAAA and Contractor shall cooperate with CPAAA to facilitate such periodic updates.
 - (7) All such Equipment and Office Products may be repossessed by CPAAA at the termination of this Agreement. Unless otherwise agreed by CPAAA and Contractor, all costs associated with repossession of such equipment, including deinstallation, removal, packaging and transportation of such Equipment and Office Products from the Site to CPAAA shall be the responsibility of the Contractor. CPAAA shall not be liable for any damages that may occur during the deinstallation, or removal of such Equipment and Office Products.
- c. CPAAA and Contractor agree that all disposable incidental supplies, including but not limited to trash bags, napkins, disposable plastic utensils, and other incidentals of a similar nature that were purchased using Older Americans Act funding during the Term of this Agreement for use in administration of Nutrition Program on Site shall remain the property of CPAAA. All such incidental supplies may be repossessed by CPAAA at the termination of this Agreement. Unless otherwise agreed by CPAAA and Contractor, all costs associated with repossession of such incidental supplies, including packaging and transportation from the Site to CPAAA shall be the responsibility of the Contractor.

5. Term. The term of this Agreement shall commence the date first written above and end on September 30, 2027.

6. Incorporation of Document. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Sedgwick County Mandatory Independent Contractor Addendum) are attached hereto and are made a part hereof as if fully set forth herein.

General Terms and Conditions

7. Contractual Relationship. The legal relationship between CPAAA and Contractor is of a contractual nature. The parties assert and believe that Contractor is acting as an independent contractor in providing the services and programs required by CPAAA hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of CPAAA. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of CPAAA worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of CPAAA. Further, CPAAA shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by CPAAA to Contractor.

8. Authority to Contract. Contractor assures it possesses legal authority to contract under this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

9. Compensation and Funding.

a. CPAAA is a recipient of OAA grant funds. Contractor understands and agrees that Contractor's reimbursement under this Agreement shall be made with such grant funds making the Contractor a sub-recipient. Contractor understands and agrees that this Agreement is subject to Uniform Guidance for federal awards (2 CFR Part 200) as well all additional applicable provisions mandated by the federal government in expenditure of OAA grant funds. As a sub-recipient, Contractor agrees that this Agreement may be subject to a subsequent audit by the Federal Agency granting the funds for the purposes of performing the work and activities to be performed under this Agreement and that Contractor shall cooperate with CPAAA and the Federal Agency in the event of any such audit.

b. Subject to the provisions of this Agreement, the CPAAA shall reimburse Contractor for personnel costs incurred in performance of support services outlined in Section 2.b, a de minimis rate of up to 15 percent of modified total direct costs (MTDC) for indirect costs incurred in performance of such services, and the costs of licenses required pursuant to Section 2.p. Contractor and CPAAA expressly understand and agree that in no event shall the compensation and reimbursement paid to the Contractor exceed the following amounts:

1. For period beginning the date of execution of this Agreement through September 30, 2026: Six Thousand Three Hundred Seventy-Five Dollars and No Cents (\$6,375.00);

2. For period beginning October 1, 2026, through September 30, 2027: Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00).

c. Contractor's invoice to CPAAA for costs incurred in provision of support services must be submitted no later than the tenth (10th) day of the month following the month in which support services have been provided. Such invoice must be itemized and be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the actual costs incurred by the Contractor. Payments shall be made within thirty (30) calendar days of receipt of the invoice and Expense Information by CPAAA, provided all necessary information to support such invoice has been accurately provided by Contractor to CPAAA in a timely manner.

d. Contractor agrees, declares, and assures that no costs or expenditures which have been funded by other federal, or state grant funds shall be duplicated or otherwise included as part of request for reimbursement under this Agreement.

e. Contractor shall submit all invoices to CPAAA at the following email address: aginginvoices@sedgwick.gov.

f. Payments shall be made to Contractor only for services specifically authorized by this Agreement. CPAAA reserves the right to disallow payment or reimbursement for any item or service billed by Contractor if CPAAA believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.

g. It is understood and agreed that in the event the amount of funds CPAAA actually receives from KDADS is less than anticipated, or if no funds are available to CPAAA for funding this Agreement, CPAAA may decrease the total compensation and reimbursement to be paid hereunder or may terminate this Agreement without liability.

10. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CPAAA: Central Plains Area Agency on Aging
Attn: Executive Director
271 W. 3rd St N., Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 N. Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Clearwater
Attn: Contract Notification
921 E. Janet Ave.
Clearwater, Kansas 67026

11. Termination.

a. For Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, CPAAA may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement and Contractor shall be liable to pay to CPAAA any excess cost or other damages caused by Contractor as a result thereof.

b. For Convenience. CPAAA shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. CPAAA's maximum liability shall be limited to payment for services already rendered by Contractor.

c. Due to Reduction in Funds. It is understood and agreed that in the event the amount of funds CPAAA receives from KDADS is less than anticipated, or in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) day's written notice.

12. Hold Harmless and Limitation of Liability. Contractor shall indemnify CPAAA, and its elected and appointed officials, officers, managers, members, employees, and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton, or reckless conduct in the provision of goods and equipment or performance of services or use of CPAAA's Equipment under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

In addition to any other limitations of liability specified in this Agreement, CPAAA shall not be liable to Contractor for any direct, special, indirect, punitive or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage arising out of or connected with CPAAA's Equipment or use of CPAAA's Equipment by Contractor or CPAAA.

13. Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation:
Applicable coverage per State Statutes

Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined Single Unit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
☒ Required / ☐ Not Required	
Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/Errors & Omissions Insurance:	
☐ Required / ☒ Not Required	
Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
☐ Required / ☒ Not Required	
Each claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation, and employer's liability. Certificate shall be provided to County upon demand. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days

after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. Complete Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

15. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

16. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits, and amendments, if any. In addition, consistent with state law, Contractor shall not give preferential treatment to nor discriminate against subcontractors on the basis of environmental, social, or governance ("ESG") criteria.

17. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

18. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

19. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

20. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, pandemics, quarantine, strikes other than by Contractor's employees, and freight embargoes.

21. Environmental Protection. Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. Contractor shall report any violations to the

applicable governmental agency. A violation of applicable laws, rules, or regulations may result in termination of this Agreement for cause.

22. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment (Appendix A)
- b. Sedgwick County Mandatory Independent Contractor Provisions Addendum (Appendix B)
- c. Written modifications and addenda to the executed Agreement
- d. This Agreement document

23. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions, and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

24. Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.

25. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available to CPAAA at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

26. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to, any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

27. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

28. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures

emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

[balance of this page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF CLEARWATER, KANSAS

Thomas J. Stolz
County Manager

NAME: _____
TITLE: _____

APPROVED AS TO FORM:

Armand L. Shukaev
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A

SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State, and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** County and Contractor, to the extent applicable, must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement and the production of records. In addition, Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement and shall maintain such information securely and confidentially. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with applicable laws. No private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be

cancelled, terminated, or suspended, in whole or in part, by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

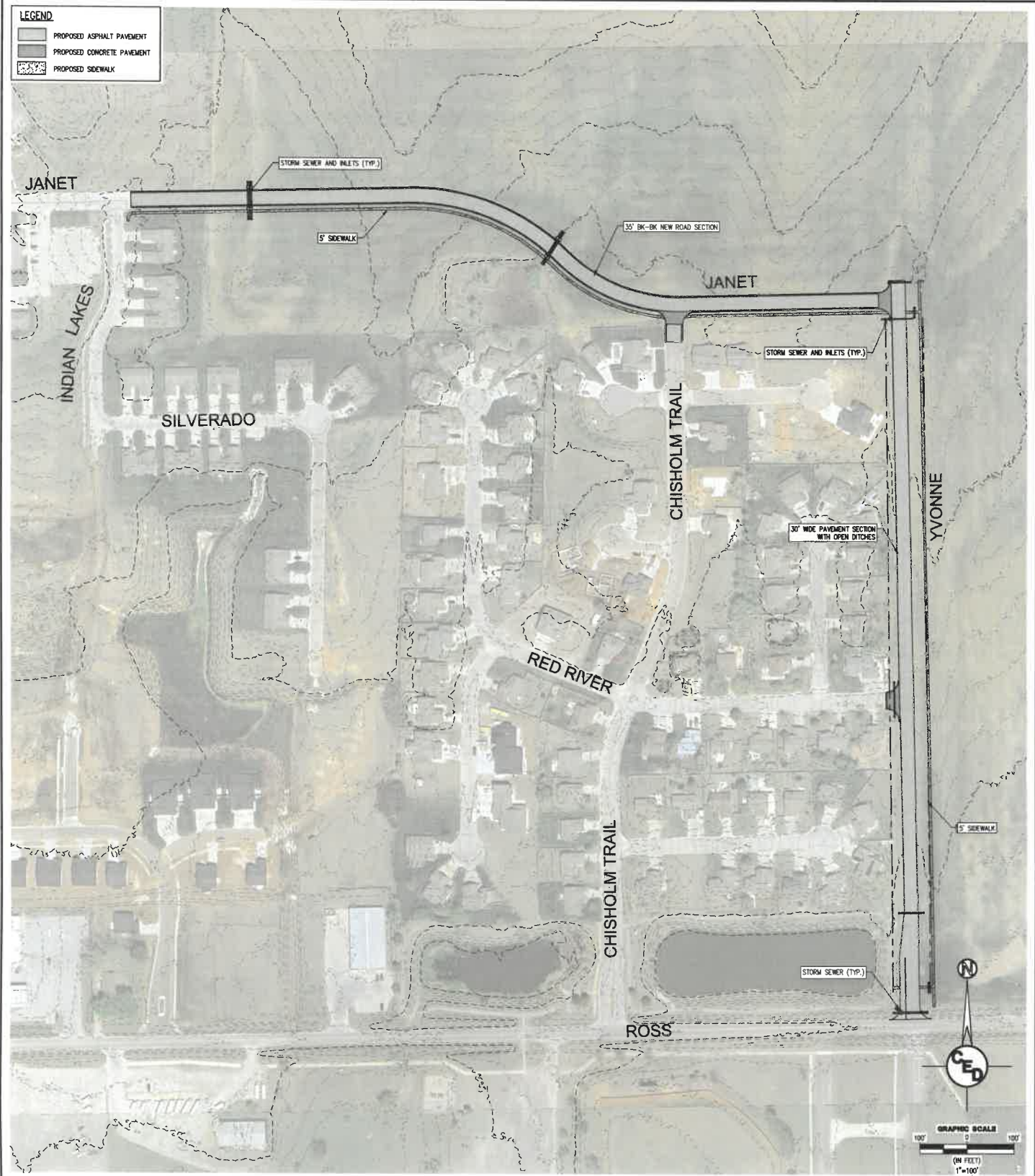
14. **Suspension/Debarment:** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance:** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses, or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law:** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off:** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the Agreement, County will offset said delinquent taxes by the amount of the payment due under the Agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors:** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, and 17.
19. **Safety Recall Notices:** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods, and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods, or services reasonably equal to or better than the quality of the products, goods, or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods, or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.
20. **Generative AI:** Contractor shall disclose any use of Generative AI which processes, involves, has access or exposure to, impacts, or potentially impacts the County or County data, systems, goods, services, or products. In addition to the foregoing, Contractor shall specifically identify when Generative AI is intended for use to draft reports containing recommendations that involve engineering judgment or propose decisions, actions, or inactions that involve or rely upon professional engineering knowledge or experience. For purposes of this section, Generative AI is artificial intelligence capable of generating text, images, or other media, using generative models. In the event of any such disclosure, County may, in its sole discretion, deny the use of the Generative AI in performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided.

In addition, Contractor shall not expose or input any confidential County data, records, processes, or other types of information into Generative AI. Confidential data shall constitute Personal Health Information, medical records, legal or privileged records, personnel records, similarly sensitive records, or other types of data or records identified as confidential by County.
21. **Breach of System:** To the extent Contractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses County records or data, it shall, following the discovery of a breach or compromise of Contractor's system or of County information, immediately notify the County of such breach or compromise. Such notice shall include the County data or records that have been, or is reasonably believed by the Contractor to have been, used, accessed, acquired, or disclosed. Contractor shall provide County with any other available information that County reasonably requests or could be used to protect County's own system and data. Within five (5) days of the incident, Contractor shall provide County, in writing, a plan containing remedial steps being taken to address the compromised or potentially compromised data and future plans to prevent recurrence of the same or similar breach. If such remediation plan is acceptable to County IT, Contractor shall immediately implement the plan. In the event the remediation plan is not acceptable to County IT, both parties shall negotiate, in good faith, for Contractor to provide security protection for the County and/or individuals potentially impacted by the breach.

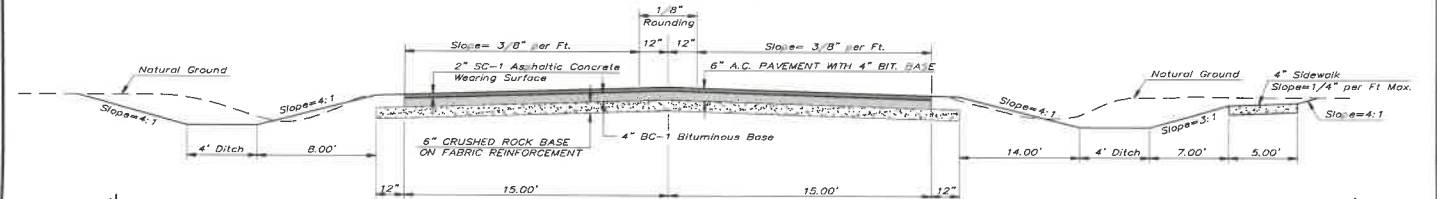
APPENDIX B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation; and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally, when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

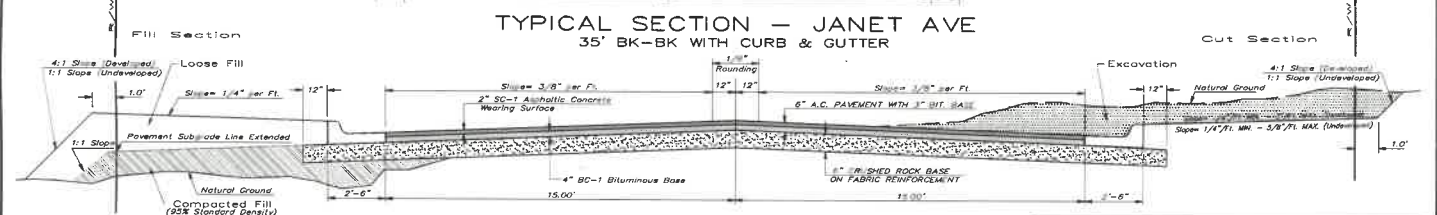
Type of Work: Clearwater Streets - Yvonne (30' Pavement with Open Ditches) & Janet (35' bk-bk Pavmt with Storm Sewer)								
Budget: N/A								
Location: Clearwater, KS								
STREET IMPROVEMENTS								
Item Description	YVONNE DRIVE (30' Pvmnt with Open Ditches)			JANET AVE (35' bk-bk Pvmnt with Storm)			Unit Price	Source
	Quantity	Unit	Cost	Quantity	Unit	Cost		
Remove Existing CMP	18	LF	\$ 270.00		LF	\$ -	\$ 15.00	\$ 270.00
Common Excavation	6000	CY	\$ 30,000.00	4000	CY	\$ 20,000.00	\$ 5.00	\$ 50,000.00
Compacted Fill (95% ASTM D-698)	6000	CY	\$ 6,000.00	4000	CY	\$ 4,000.00	\$ 1.00	\$ 10,000.00
6" P.C.C. Pavement (Reinforced)	150	SY	\$ 7,425.00	300	SY	\$ 14,850.00	\$ 49.50	\$ 22,275.00
6" A.C. Pavement (2" SC-1, 0% RAP on 4" BC-1, 35% RAP)	5520	SY	\$ 160,080.00	5635	SY	\$ 163,415.00	\$ 29.00	\$ 323,495.00
6" Reinforced Crushed Rock Base	5706	SY	\$ 57,060.00	7277	SY	\$ 72,770.00	\$ 10.00	\$ 129,830.00
6" AS-1 Gravel Shoulder	0	SY	\$ -	0	SY	\$ -	\$ 20.00	\$ -
4" Concrete Sidewalk (Non-Reinforced)	8110	SF	\$ 48,660.00	8210	SF	\$ 49,260.00	\$ 6.00	\$ 97,920.00
Std. 6" Full Height Curb	5	LF	\$ 75.00	3290	LF	\$ 49,350.00	\$ 15.00	\$ 49,425.00
6" Monolithic Curb	86	LF	\$ 387.00	160	LF	\$ 720.00	\$ 4.50	\$ 1,107.00
Accessible Ramp with Detectable Warnings	3	Each	\$ 3,300.00	3	Each	\$ 3,300.00	\$ 1,100.00	\$ 6,600.00
18" End Section	7	Each	\$ 7,000.00	0	Each	\$ -	\$ 1,000.00	\$ 7,000.00
24" End Section	6	Each	\$ 6,900.00	4	Each	\$ 4,600.00	\$ 1,150.00	\$ 11,500.00
36" End Section	0	Each	\$ -	4	Each	\$ 5,200.00	\$ 1,300.00	\$ 5,200.00
Storm MH	1	Each	\$ 5,500.00	0	Each	\$ -	\$ 5,500.00	\$ 5,500.00
Type I Curb Inlet	2	Each	\$ 13,000.00	4	Each	\$ 26,000.00	\$ 6,500.00	\$ 39,000.00
18" RCP Storm Pipe	140	LF	\$ 10,430.00	0	LF	\$ -	\$ 74.50	\$ 10,430.00
24" RCP Storm Pipe	105	LF	\$ 9,135.00	140	LF	\$ 12,180.00	\$ 87.00	\$ 21,315.00
27" RCP Storm Pipe	0	LF	\$ -	0	LF	\$ -	\$ 98.00	\$ -
30" RCP Storm Pipe	0	LF	\$ -	0	LF	\$ -	\$ 110.00	\$ -
36" RCP Storm Pipe	0	LF	\$ -	140	LF	\$ 21,000.00	\$ 150.00	\$ 21,000.00
Construction Entrance with Wash Rack	1	Each	\$ 1,200.00	1	Each	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
Std. Silt Fence	1550	LF	\$ 3,100.00	1740	LF	\$ 3,480.00	\$ 2.00	\$ 6,580.00
Outlet Protection	6	Each	\$ 3,300.00	3	Each	\$ 1,650.00	\$ 550.00	\$ 4,950.00
Culvert Inlet Protection	6	Each	\$ 660.00	3	Each	\$ 330.00	\$ 110.00	\$ 990.00
Curb Inlet Protection	2	Each	\$ 220.00	4	Each	\$ 440.00	\$ 110.00	\$ 660.00
Back of Curb Protection	SY	\$	-	3067	SY	\$ 3,067.00	\$ 1.00	\$ 3,067.00
Biodegradable Log Ditch Check	310	LF	\$ 1,860.00	0	LF	\$ -	\$ 6.00	\$ 1,860.00
Temporary Seeding	2	Ac	\$ 3,000.00	0	Ac	\$ -	\$ 1,500.00	\$ 3,000.00
Permanent Seeding (Premium Fescue Blend)	2	Ac	\$ 3,000.00	1	Ac	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00
Temporary Easements	1	Each	\$ 5,500.00		Each	\$ -	\$ 5,500.00	\$ 5,500.00
Utility Relocation	LS	\$	-	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
USACE Coordination	LS	\$	-	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
			Subtotal			\$ 485,312.00		
							Complete Yvonne & Janet Subtotal	\$ 872,374.00
Site Clearing and Restoration	1	LS					\$75,000.00	\$75,000.00
Mobilization	1	LS					\$125,000.00	\$125,000.00
Traffic Control	1	LS					\$15,000.00	\$15,000.00
Street Signage	1	LS					\$15,000.00	\$1



TYPICAL SECTION — YVONNE DRIVE
30' WIDE PVM'T WITH OPEN DITCHES



TYPICAL SECTION — JANET AVE
35' BK-BK WITH CURB & GUTTER

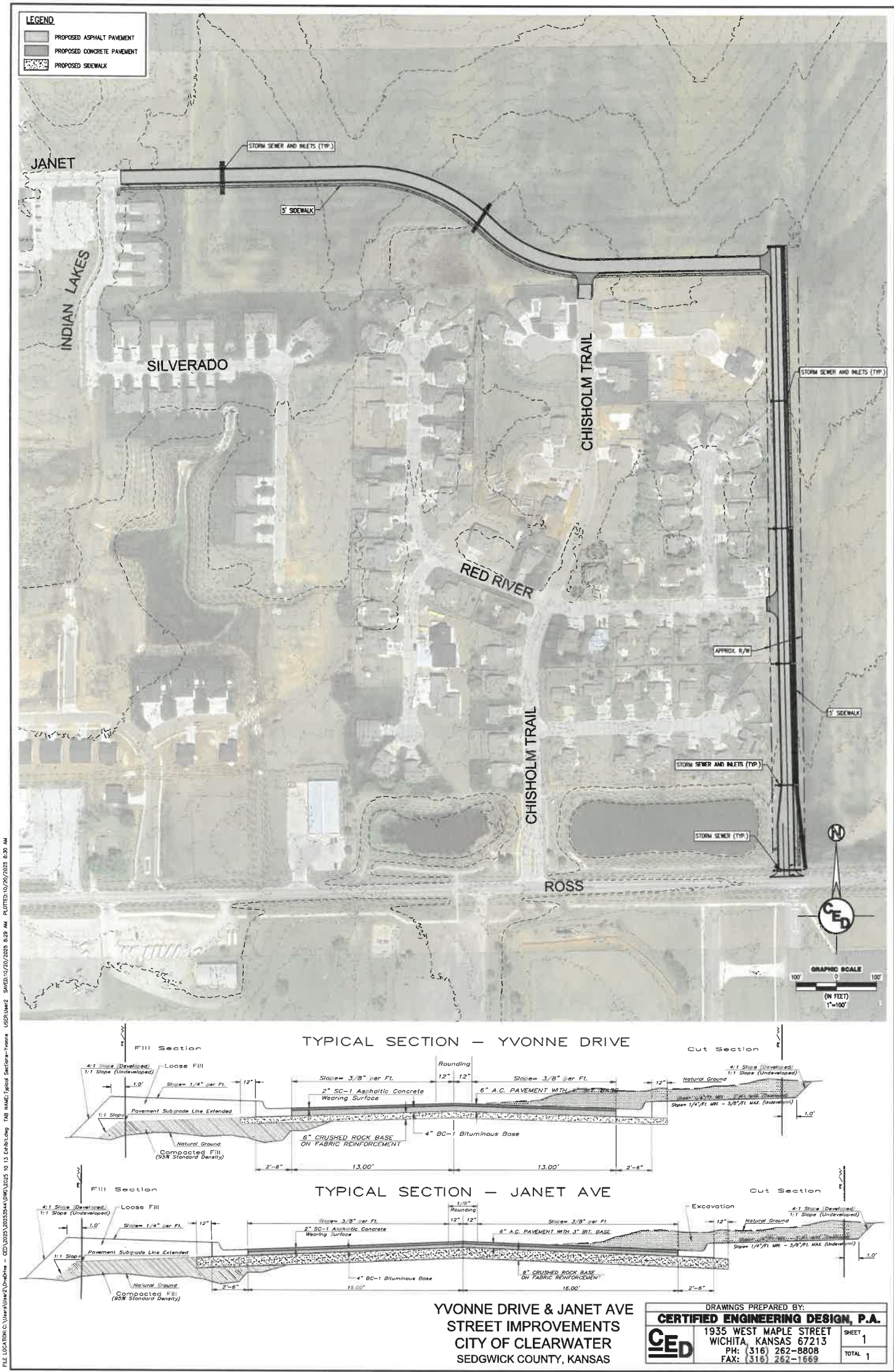


YVONNE DRIVE & JANET AVE
STREET IMPROVEMENTS
CITY OF CLEARWATER
SEDGWICK COUNTY, KANSAS

CED	DRAWINGS PREPARED BY:		
	CERTIFIED ENGINEERING DESIGN, P.A.		
	1935 WEST MAPLE STREET WICHITA, KANSAS 67213		
	PH: (316) 262-8808 FAX: (316) 262-1669		
		SHEET	1
		TOTAL	1

FILE LOCATION: C:\Users\j\OneDrive - CED\Documents\2025\20250304\DWG\2025 10 30 Exhibit.dwg USER: j TAB NAME: Typical Section-Yvonne Drive ROUTED: 10/31/2025 12:29 PM

Type of Work: Clearwater Streets - Yvonne (35' bk-bk Pavement with Storm Sewer) & Janet (35' bk-bk Pavment with Storm Sewer)									
Location: Clearwater, KS									
STREET IMPROVEMENTS									
	YVONNE DRIVE (35' bk-bk Pvmnt with Storm)				JANET AVE (35' bk-bk Pvmnt with Storm)				
Item Description	Quantity	Unit	Cost	Quantity	Unit	Cost	Unit Price	Source	
Remove Existing CMP	18	LF	\$ 486.00			\$ -	\$ 27.00	\$ 486.00	
Common Excavation	6000	CY	\$ 30,000.00	4000	CY	\$ 20,000.00	\$ 5.00	\$ 50,000.00	
Compacted Fill (95%, ASTM D-698)	6000	CY	\$ 6,000.00	4000	CY	\$ 4,000.00	\$ 1.00	\$ 10,000.00	
6" P.C.C. Pavement (Reinforced)	150	SY	\$ 7,425.00	300	SY	\$ 14,850.00	\$ 49.50	\$ 22,275.00	
6" A.C. Pavement (2" SC-1, 0% RAP on 4" BC-1, 35% RAP)	5520	SY	\$ 160,080.00	5635	SY	\$ 163,415.00	\$ 29.00	\$ 323,495.00	
6" Reinforced Crushed Rock Base	6847	SY	\$ 68,470.00	7277	SY	\$ 72,770.00	\$ 10.00	\$ 141,240.00	
6" AS-1 Gravel Shoulder	0	SY	\$ -	0	SY	\$ -	\$ 20.00	\$ -	
4" Concrete Sidewalk (Non-Reinforced)	7940	SF	\$ 47,640.00	8210	SF	\$ 49,260.00	\$ 6.00	\$ 96,900.00	
Std. 6" Full Height Curb	2940	LF	\$ 44,100.00	3290	LF	\$ 49,350.00	\$ 15.00	\$ 93,450.00	
6" Monolithic Curb	86	LF	\$ 387.00	160	LF	\$ 720.00	\$ 4.50	\$ 1,107.00	
Accessible Ramp with Detectable Warnings	3	Each	\$ 3,300.00	3	Each	\$ 3,300.00	\$ 1,100.00	\$ 6,600.00	
18" End Section	3	Each	\$ 3,000.00	0	Each	\$ -	\$ 1,000.00	\$ 3,000.00	
24" End Section	2	Each	\$ 2,300.00	4	Each	\$ 4,600.00	\$ 1,150.00	\$ 6,900.00	
30" End Section	2	Each	\$ 2,600.00	0	Each	\$ -	\$ 1,300.00	\$ 2,600.00	
36" End Section	0	Each	\$ -	4	Each	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	
Storm MH	1	Each	\$ 5,500.00	0	Each	\$ -	\$ 5,500.00	\$ 5,500.00	
Type IA Curb Inlet	10	Each	\$ 100,000.00	4	Each	\$ 40,000.00	\$ 10,000.00	\$ 140,000.00	
18" RCP Storm Pipe	205	LF	\$ 15,272.50	0	LF	\$ -	\$ 74.50	\$ 15,272.50	
24" RCP Storm Pipe	440	LF	\$ 38,280.00	140	LF	\$ 12,180.00	\$ 87.00	\$ 50,460.00	
27" RCP Storm Pipe	680	LF	\$ 66,640.00	0	LF	\$ -	\$ 98.00	\$ 66,640.00	
30" RCP Storm Pipe	1020	LF	\$ 112,200.00	0	LF	\$ -	\$ 110.00	\$ 112,200.00	
36" RCP Storm Pipe	365	LF	\$ 54,750.00	140	LF	\$ 21,000.00	\$ 150.00	\$ 75,750.00	
Construction Entrance with Wash Rack	1	Each	\$ 1,200.00	1	Each	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	
Std. Silt Fence	1550	LF	\$ 3,100.00	1740	LF	\$ 3,480.00	\$ 2.00	\$ 6,580.00	
Outlet Protection	6	Each	\$ 3,300.00	3	Each	\$ 1,650.00	\$ 550.00	\$ 4,950.00	
Culvert Inlet Protection	6	Each	\$ 660.00	3	Each	\$ 330.00	\$ 110.00	\$ 990.00	
Curb Inlet Protection	2	Each	\$ 220.00	4	Each	\$ 440.00	\$ 110.00	\$ 660.00	
Back of Curb Protection		SY	\$ -	3067	SY	\$ 3,067.00	\$ 1.00	\$ 3,067.00	
Biodegradable Log Ditch Check	310	LF	\$ 1,860.00	0	LF	\$ -	\$ 6.00	\$ 1,860.00	
Temporary Seeding	2	Ac	\$ 3,000.00	0	Ac	\$ -	\$ 1,500.00	\$ 3,000.00	
Permanent Seeding (Premium Fescue Blend)	2	Ac	\$ 3,000.00	1	Ac	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	
Temporary Easements	1	Each	\$ 5,500.00	0	Each	\$ -	\$ 5,500.00	\$ 5,500.00	
Utility Relocation		LS	\$ -	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	
USACE Coordination		LS	\$ -	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
	Subtotal		\$ 790,270.50	Subtotal		\$ 500,112.00			
Complete Yvonne & Janet Subtotal							\$	1,290,382.50	
Site Clearing and Restoration	1	LS					\$75,000.00	\$75,000.00	
Mobilization	1	LS					\$125,000.00		



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