

[Please note that the meeting agenda is subject to change during the meeting.]

City of Clearwater Council Meeting Agenda
Tuesday February 10, 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](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [Field Usage Agreement – Kansas Curve](#)
 - b. **Action:** [2025 Equipment Reserve Balance Transfer](#)
 - c. **Action:** [Noise Ordinance](#)
 - d. **Discussion/Action:** Clearwater Fire Apparatus Purchase
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1125

Resolution: 3-2026

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 27, 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. 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, Samantha Warkins, Shirley Palmer-Witt and Dalton Chambers.

The following staff members were present:

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

Others present who spoke:

Logan Mills.

3. Approval of Agenda

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

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

4. Public Forum

None.

5. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Facility Usage Agreement – Clearwater Rec

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council confirmed property owners were responsible for snow removal of sidewalks, Zollinger stated that was correct and enforcement was not put in City Code per Councils request at a previous meeting, but it does specify they are responsible and are legally liable in the event of a fall.
- Fire Department – Jared Dinwiddie – None.
- Police Department – Kirk Ives – None.
- Public Works/Parks – Cole Hollis – Council asked about the sinking culvert by the Dollar General, Hollis is aware of this, and it is on their radar to be fixed. Zollinger mentioned the Engineer has offered options to help the situation as well. Shore asked if the County would be responsible for the repair, Hollis said the County handles the pavement only.
- Senior Center – Amber Ives – Amber informed Council that the food program now has warm food available for the home deliveries and shelving has been donated to store the meals separately from the Senior Center food. She then showed them a box of frozen food that has been coming in for this food program. There are around 5 people eating at the building where they are warming these meals for them. Her goal is to have around 20 people for this program. Ives also informed Council that Commissioner Blubaugh will be the presenter for the February 10th lunch and learn around 12:30.

7. Business

a. Field Usage Agreement – Kansas Curve

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 to range from 2026 to 2028. There will be 17 home games in 2026. The field will be used for games only, no practice. There will not be a charge to spectators. Their tentative schedule was provided in the packet. The standard Field Usage Agreement has been shared with Mr. Baca for him to review with a request to extend it to 3 years. This does include usage of the concession stand, but Mr. Baca has stated they are not looking to sell concession at present. The City Council set a fee of \$150/game played for each year. Kansas Curve will have access to the fields, lights, bathrooms, and trash service. Counsel has reviewed the agreement and found no issues with it. Council asked if there would be any conflicts with the School and Recreation schedule, Zollinger stated that the School has 1st priority followed by the Rec, which the Rec does not utilize field 1. Kansas Curve will continue to send their schedule so it can be input into the reservation calendar. Council asked if there were any complaints regarding Kansas Curve's use of the field. Zollinger stated that no complaints had been received. She noted that Whitney inspects the fields for maintenance following the season and reported no issues. Mayor Ussery asked whether the motivation was to keep the cost at \$150 per game or to guarantee a place to play. Zollinger stated she believed the motivation was to secure a place to play. Mayor Ussery expressed concern about the absence of an out clause in the event the City or Kansas Curve needed to terminate the 3-year agreement. Zollinger stated that the agreement stated it could be amended. Ufford clarified that both parties would need to agree to the amendment and indicated he would prepare a revised agreement to include a termination clause. Shore asked if the concessions would be able to be used by other parties during the events since Kansas Curve doesn't usually use it, Zollinger confirmed. Consensus was to allow Kansas Curve to use the fields and have the 3-year agreement with the termination clause to be brought back to Council.

b. Field Usage Agreement – USD 264

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 bullpens 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. 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. The City Attorney drafted the original agreement with the \$20,000 being the only thing changed. Counsel may review and comment as necessary.

Motion: Shore moved; **Warkins** seconded to authorize the Mayor to sign the agreement between the City and USD 264. Voted and passed unanimously.

c. Sports Complex Funding Agreement – City/ Rec

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 between fields 2 and 3 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 board committed to a 4-year plan of \$20,000 in usage fees which would cover only \$50,000 of the project. The School was not interested in widening the pitching lanes, so the project was reduced to single wide pitching lanes to keep the project at \$220,000. This would leave the City and Rec to split the remaining costs at \$85,000 each. 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. There was a verbal agreement from the Rec that they wanted to move forward with the process and said yes. 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. Shore asked if the double-wide pitching lanes was contingent upon the School agreement, Zollinger stated that she was given authority to spend a max amount and without the School's third it would

have exceeded the max. She stated that the original design had around 6 ½ feet but they are actually closer to 12 feet so it ended up being almost double without costing extra anyway. Zollinger explained the City paid \$45,000 this year and the School will pay up to \$50,000 with the additional \$12,500 received this year probably going into equipment reserve. After, it will be in the general fund budget.

Motion: *Warkins* moved, *Palmer-Witt* seconded to authorize the Mayor to enter into the payment agreement with Clearwater Rec Commission for the Sports Complex funding. Voted and passed unanimously.

d. Congregate Meals

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 did say they would give a stipend up to \$5,000 to cover costs. 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. Counsel reviewed the agreement and asked that they strike the words 'as Exhibit A' in both 4.a. And 4.b. when referring to an inventory list, they agreed and provided a revised agreement. Counsel has reviewed and approved it. The added language was 4 in item number 5 instead of incorporated into exhibit A, it just says it would be incorporated by reference and herein by reference. Then CPAAA shall document all such new equipment and office products by adding them to the inventory list maintained pursuant to section 4A5 all conditions of section 4A5 shall equally apply to this section. It was fine to sign before. Shore asked if Amber's pay was going to be adjusted due to this, Zollinger stated it is a possibility.

Motion: *Shore* moved, *Palmer-Witt* seconded to authorize the Mayor to sign the agreement with CPAAA. Voted and passed unanimously.

e. Janet/ Yvonne Expansion

Zollinger presented Council with Preliminary Engineer's Opinion of Probable Cost for the extension of Janet and Yvonne Dr. One included open ditch and one with curb and guttering. The open ditch estimate was \$1,557,299.86; the curb and gutter estimate was \$2,138,331.68. She mentioned that the City owns the 40 acres to the North and that there has been discussion with Council on what should be done with it since it is landlocked. This would be a City at large project due to reducing the traffic especially with the school and 4-way stop. Currently Yvonne Dr. is open ditch and needs to be considered whereas Janet is curb and guttering. Both plans presented have sidewalks that run on one side of the road. If this gets approved and installed, it will complete the Heart Loop which is part of the walkability plan. It has been discussed that the 40 acres would need to have access to appear marketable. Zollinger mentioned this project being able to be split up, if Janet were to be installed it would connect with Indian Lakes Drive as well as Chisholm Trail being a vein to help alleviate the traffic from the 4-way stop. She also mentioned that those are residential streets which are thinner and designed for less heavy traffic. The Senior Center expansion has also been discussed with Council and will go out to bid on the 30th and be back in March. Mayor Ussery would like to meet with the School to discuss their exit route since it is on the West end of the school and the extension of Yvonne Dr. would create an intersection in turn creating congestion. Council then discussed curb and guttering verses open ditch and the consensus curb and guttering for both extensions. Palmer-Witt mentioned past drainage issues on the East side of Chisholm Ridge. Logan Mills spoke and said what makes the curb and guttering so expensive is running a storm pipe to capture all the drainage whereas the open ditch not having the pipe. Open ditch would be about 2 feet deep and 4 feet wide depending on the location and need of drainage on both sides. Mills informed Council that open ditches require more right-of-way, he is suggesting getting another 20 feet. He mentioned people parking on the current Yvonne Dr. when there are events for the School and said a shoulder could be put in if they wanted. Shore asked if parking was allowed there, Ives said there is no code stating otherwise currently. Council then discussed open ditch being more appealing for people to park when that is not the intent. Shore asked how wide the sidewalks were on the plans, Mills said 5 feet. Shore said that WAMPO will not recognize these as an official bike path trail unless they are 8 feet to which Mills said that is an option but would require more right-of-way. Council asked where right-of-way would come from, Zollinger stated it would be the farmer. Mills stated the City currently has 80 feet and CED is recommending getting at least 20 feet more for room and having a corridor for future utilities. Council then questioned if water should be put in for future expansion, Zollinger replied that there is already water running throughout Chisholm Ridge. Warkins suggested putting in a small extension, fire hydrant or blow off North of Chisholm Trail to make the 40 acres more marketable. Mayor Ussery mentioned the major rainfall in the last couple of years and being concerned that open ditch wouldn't be sufficient drainage. Mills said that a ditch was

Palmer-Witt – None.

Chambers – Was unable to attend the last Fall Festival meeting but will be on the Fall Festival board still.

Ussery – None.

10. Executive Session

Motion: *Warkins* moved; *Shore* seconded to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include Council, City Administrator and City Attorney. The City Council will reconvene the open meeting in the City Council Chamber at 7:45 p.m. Voted and passed unanimously.

The meeting reconvened at 7:45 pm with no action taken.

Mayor Ussery had Resolution 02-2026 authorizing the Senior Center Coordinator, Amber Ives, to receive a pay increase to \$22.78 per hour and asked for a motion to approve.

Motion: *Shore* moved; *Warkins* seconded to approve Resolution 2-2026. Voted and passed unanimously.

Mayor Ussery thanked Ives for all that she does.

11. Adjournment

Motion: *Warkins* moved; *Palmer-Witt* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:45 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 27th, 2026, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 10th day of February 2026.

Jaye Poe, City Clerk



Clearwater, KS

Check Report

By Check Number

Date Range: 01/15/2026 - 02/19/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
0036	AMAZON BUSINESS	01/28/2026	Regular	0.00	926.53	52328
0524	KANSAS MAYORS ASSOCIATION	01/28/2026	Regular	0.00	50.00	52329
0563	KS DEPT OF HEALTH & ENVIRON.	01/28/2026	Regular	0.00	924.00	52330
0670	NATIONAL SIGN COMPANY INC	01/28/2026	Regular	0.00	575.71	52331
0737	PROFESSIONAL ENGINEERING CONS	01/28/2026	Regular	0.00	11,062.50	52332
0808	SEDGWICK COUNTY DEPT OF FINANCE	01/28/2026	Regular	0.00	14.25	52333
0528	KANSAS MUSEUMS ASSOCIATION	01/27/2026	Regular	0.00	40.00	52334
0001	1ST DUE DIVISION, BANNER FIRE EQUIPMENT	01/28/2026	Regular	0.00	2,247.70	52335
0028	ALL SEASONS SPORTSWEAR, INC	01/28/2026	Regular	0.00	276.68	52336
0036	AMAZON BUSINESS	01/28/2026	Regular	0.00	115.83	52337
0114	BRENNTAG SOUTHWEST, INC.	01/28/2026	Regular	0.00	973.50	52338
1001	Brian Richey	01/28/2026	Regular	0.00	511.17	52339
0178	CITYCODE FINANCIAL LLC	01/28/2026	Regular	0.00	1,500.00	52340
0193	CLEARWATER PUBLIC LIBRARY	01/28/2026	Regular	0.00	84,482.74	52341
0194	CLEARWATER WELLNESS CENTER	01/28/2026	Regular	0.00	90.00	52342
0296	EMERGENCY FIRE EQUIPMENT	01/28/2026	Regular	0.00	6,165.50	52343
0364	GALL'S INC.	01/28/2026	Regular	0.00	46.58	52344
0369	GARVER, LLC	01/28/2026	Regular	0.00	4,793.70	52345
0398	HACH COMPANY	01/28/2026	Regular	0.00	817.46	52346
0441	J & H STORAGE	01/28/2026	Regular	0.00	65.00	52347
0445	J. MARTIN CO.	01/28/2026	Regular	0.00	45,000.00	52348
0521	KANSAS JUDICIAL COUNCIL	01/28/2026	Regular	0.00	45.00	52349
0568	KYLE BERGER	01/28/2026	Regular	0.00	21.67	52350
0583	LEASE FINANCE PARTNERS	01/28/2026	Regular	0.00	568.94	52351
0619	MCDONALD TINKER PA	01/28/2026	Regular	0.00	500.87	52352
0712	PEARSON CONSTRUCTION LLC	01/28/2026	Regular	0.00	168,453.00	52353
0725	POSTALOCITY	01/28/2026	Regular	0.00	900.00	52354
0751	REAP CENTER FOR URBAN STUDIES	01/28/2026	Regular	0.00	811.00	52355
0769	ROASTER JOE'S	01/28/2026	Regular	0.00	41.50	52356
0909	TRUE2U AUTOMOTIVE, LLP	01/28/2026	Regular	0.00	25.00	52357
0098	BLUE CROSS AND BLUE SHIELD	01/15/2026	Bank Draft	0.00	15,721.05	DFT0000001
0258	DELTA DENTAL	02/02/2026	Bank Draft	0.00	1,160.93	DFT0000002
0142	CASEY'S	02/11/2026	Bank Draft	0.00	1,746.19	DFT0000003
0590	LIBERTY NATIONAL	01/26/2026	Bank Draft	0.00	554.52	DFT0000004

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	37	30	0.00	332,045.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	19,182.69
EFT's	0	0	0.00	0.00
	41	34	0.00	351,228.52

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	37	30	0.00	332,045.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	19,182.69
EFT's	0	0	0.00	0.00
	41	34	0.00	351,228.52

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	348,321.40
999	POOLED CASH	2/2026	2,907.12
			351,228.52

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: February 6, 2026
Re: Administration Report

-
- The registration for the City Leaders Academy in Salina is now open. This event will be on Friday, April 17. Please let Jaye know if you would like her to register you for this event.
- Pizza Hut closed their doors in Clearwater on February 3rd.
- The first release of ERP PRO 10 took place the week of January 26th. The next release will be February 17th, followed by March 9th. Staff is still working on learning the system and data conversion.
- Year to Date (January 2026): 1% Sales Tax Collected: **\$28,511.15**
- Total Sales Tax Collected since January 2024: **\$756,987.77**

Dates to Remember

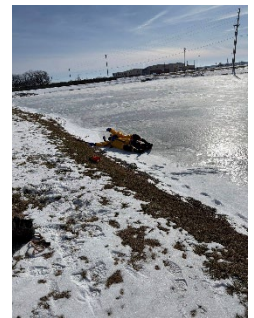
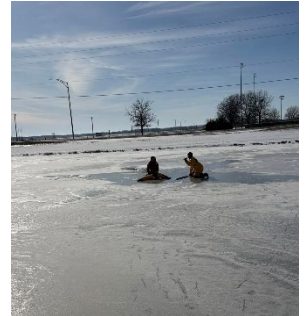
- February 16th – City Offices Closed
- February 25th – Joint Meeting City – School – Rec Commission
- March 31st – Council Workshop
- April 17th – City Leaders Academy in Salina
- April 18th – City Wide Clean Up
- April 24th – Art Wall 6p-9p
- May 25th – City Offices Closed
- June 30th – Council Workshop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

Active Nuisances/ Code Violations

148 Lee	115 N Gorin	116 S Gorin	205 Tracy	130 Tracy	427 N 1 st Ave Ct
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To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: February 5, 2026
Re: Fire Department Staff Report

- Clearwater Fire responded to **4** 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 **1** time.
- The department held a special training session on Saturday, January 31st to conduct ice rescue operations.
- The department trained on extrication skills and wildland fire review at our last fire meeting on the 3rd.
- Medical personnel trained on BLS skills at our last medical training on the 5th.
- The department has received the command vehicle from Norwich EMS. The department is currently working on stripping the current decals on it and searching for options for new paint/stripping.
- Chief Dinwiddie and CMO Patrick attended the SGC0 Fire Chief's quarterly meeting held on the 10th.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: February 6, 2026

Re: Police Department Staff Report

Officers:

All officers are doing well.

Officer Corbett traveled to Vegas and got married to his long-time girlfriend.

Police Clerk:

SPV permits have started over and Tricia has been busy. The count is now 41.

Building:

The ceiling in the lobby had a leak in this past snowstorm.

The camera system was down. Decker electric came in and fixed it.

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 Durango will be going to have the components removed for the new vehicle on Monday February the 9th. It will then be put on Purple Wave to be auctioned off.

Matters of interest since the last meeting on Police Activity:

We have had 52 dispatched/reported calls with 9 arrests and 11 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: February 10, 2026

Subject: Public Works Summary

1. Plow Streets and general snow removal
2. Paint Public Works office
3. Built and installed water meter pit lid for Shackleford's loading bay
4. Install cabinets at Publics Works office
5. Replace leaking setter at 421 S 4th
6. Preform preventive maintenance on Mowers and Roller
7. Fix burst main at 63rd st
8. Replace faulty lights at fire department building with LED fixtures
9. Bought a 6 inch ductile iron elbow to replace leaking elbow at well 8. Working on tapping $\frac{3}{4}$ threads into elbow to facilitate treatment



Clearwater Senior Center

Staff Report

February 6, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

We have completed the first week of WARM food and are excited to report that the food so far has been great! We are still learning the "how to's" and receiving emails almost everyday with new and more information.

This next week will be full of activities, learning moments and visitors. If you are free, be sure to check the calendar and stop in!

We will have commodities for pick up on February 18th. There are not many items up box up, but we will have enough to separate the items into 2 months. We will not be receiving any frozen to chilled items.

Just a reminder, County Commissioner Blubaugh will be here at the Center, Tuesday, February 10th to speak at our Lunch and Learn. We will be having pulled pork and planning for 60 people to attend.

New Attendees to date: 7

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater
City Council Meeting
February 10, 2026**

Consider Multi-Year Field Usage Agreement with Kansas Curve

Context: At the last Council meeting, Council considered a 3-year field usage agreement for Jacob Baca, Kansas Curve Baseball. Council asked for added language that included a termination clause.

Scott Ufford has provided the agreement to include revised language for the Kansas Curve Agreement. The term and termination language is all contained in Section 4.2. The updated language would give either party some wiggle room to terminate if circumstances change in the future. He included that written notice of termination should be provided by April 1 of the current term. This is so the City could have a couple of months to find a new occupant before summer sports begin. That date is not set in stone by any means, and the City can move that date further back if it wishes. We also included "for cause" language that would allow a time limit to remedy any breach of the agreement by Kansas Curve.

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 with the added termination language.

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 run from the beginning of the season, May 29, 2026, and will automatically renew at the end of each season through July 19, 2028. Either party may terminate this agreement without cause by providing written notice to the other party prior to April 1 of the current term. If Occupant violates any provision of this agreement, City may issue a written notice to terminate this agreement for cause, provided that the City will allow Occupant ten (10) days from receipt of the termination notice to remedy any violation of this agreement.
- 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
February 10, 2026**

2025 Equipment Reserve Transfer Request

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

After wrapping up the 2025 budget year some departments were under their budgeted expenditures, and staff is suggesting the following transfer schedule to the Equipment Reserve Fund:

GENERAL							
	2025 Budgeted Expenditures	Starting Cash Needed for 2026	2025 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$ 831,162.00	\$ 1,330,050.59		\$ 498,888.59		
Admin	\$ 825,410.00		\$ 810,213.41	98%	\$ 15,196.59	\$ 15,000.00	Road Project
Sr Ctr	\$ 57,151.00		\$ 57,891.63	101%	\$ (740.63)		
PD	\$ 1,026,445.00		\$ 911,782.60	89%	\$ 114,662.40	\$ 114,000.00	Car Replacment
Court	\$ 86,000.00		\$ 71,654.70	83%	\$ 14,345.30	\$ 13,000.00	PD Car Replacement
PW	\$ 196,625.00		\$ 183,868.13	94%	\$ 12,756.87	\$ 12,000.00	Truck Replacement
Fire	\$ 294,830.00		\$ 285,660.39	97%	\$ 9,169.61	\$ 10,000.00	Fire Truck
Park	\$ 260,921.71		\$ 236,662.64	91%	\$ 24,259.07	\$ 23,000.00	Park Improvements
Pool	\$ 97,156.00		\$ 96,488.71	99%	\$ 667.29		
Museum	\$ 13,997.00		\$ 12,139.00	87%	\$ 1,858.00	\$ 1,800.00	Building Repairs
Library	\$ 7,379.00		\$ 7,122.10	97%	\$ 256.90		
Special Projects	\$ 585,928.00		\$ 507,760.25	87%	\$ 78,167.75	\$ 78,000.00	Road Project
Carryover	\$ 800,000.00		\$ 800,000.00	100%	\$ -		
Reserve	\$ 50,608.00		\$ 50,608.00	100%	\$ -		
1% Sales Tax	\$ 369,055.31		\$ 214,203.10	58%	\$ 154,852.21	\$ 154,852.21	Road Project
TOTAL	\$ 4,302,450.71		\$ 4,031,851.56		\$ 270,599.15	\$ 421,652.21	\$ (151,053.06)
GENERAL FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 908,398.38	
Ending Cash Above/Below Budgeted 2025						\$ 77,236.38	

The cash needed to start the 2025 budget year is \$831,162. The ending cash in 2025 was \$1,130,050.59. The General Fund is \$498,888.59 over budget for the needed cash carryover. This was due to the open positions in the police department, budgeting for staff health insurance that was taken advantage of, and under budgeted estimate for the annual road project.

It is staffs recommendation to place the carryover in equipment reserve to support department needs in the future that will help or alleviate mill levy increase for large purchases.

With the suggested equipment reserve transfers the starting cash for 2026 will be \$908,398.38, which is a greater balance than what is needed for the 2026 budget.

SPECIAL HIGHWAY							
	2025 Budgeted Expenditures	Starting Cash Needed for 2026	2025 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$ 80,505.00	\$ 85,966.58		\$ 5,461.58		
Expenditures	\$ 150,000.00		\$ 150,000.00	100%	\$ -		
SPECIAL HIGHWAY FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 85,966.58	
Ending Cash Above/Below Budgeted 2025						\$ 5,461.58	
SPECIAL PARKS							
	2025 Budgeted Expenditures	Starting Cash Needed for 2026	2025 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$ 5,173.00	\$ 16,315.56		\$ 11,142.56		
Expenditures	\$ 11,000.00			0%	\$ 11,000.00	\$ 11,000.00	Park Improvements
SPECIAL PARKS FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 5,315.56	
Ending Cash Above/Below Budgeted 2025						\$ 142.56	
DEBT SERVICE							
	2025 Budgeted Expenditures	Starting Cash Needed for 2026	2025 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$ 99,107.00	\$ 117,539.85		\$ 18,432.85		
Expenditures	\$ 345,186.00		\$ 345,186.00	100%	\$ -	\$ -	
DEBT SERVICE FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 117,539.85	
Ending Cash Above/Below Budgeted 2025						\$ 18,432.85	

For Special Highway 100% of the spending authority was used. While there is \$5,400 cash than budgeted as a carryover, since the spending authority has been met (\$150,000), any further transfers would be a budget violation.

Special Parks fund has a large carryover balance because there was not a set plan to utilize the funds. There is only an \$11,000 spending authority in the 2025 Budget for Special Parks. By moving the funds to equipment reserve the Council will have more flexibility to use the cash on hand for any park projects that might come up in 2026.

Debt Service Fund is at 100% of it's spending authority and no other transfers can take place.

WATER OPERATING							
	2025 Budgeted Expenditures	Starting Cash Needed for 2026	2025 Actuals	% of Budget	Remaining	EQ RES XFER	Notes
CASH		\$ 142,158.00	\$ 170,842.80		\$ 28,684.80		
Expenditures	\$ 458,035.00		\$ 452,218.73	99%	\$ 5,816.27	\$ 5,000.00	Water Improvements
WATER FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 165,842.80	
Ending Cash Above/Below Budgeted 2025						\$ 23,684.80	
SEWER OPERATING							
	2025 Budgeted Expenditures	Starting Cash Needed for 2026	2025 Actuals	% of Budget	Over/ Under Budgeted	EQ RES XFER	Notes
CASH		\$ 246,298.00	\$ 291,752.13		\$ 45,454.13		
Expenditures	\$ 504,207.00		\$ 489,648.53	97%	\$ 14,558.47	\$ 13,000.00	Sewer Improvements
SEWER FUND CASH BALANCE AFTER TRANSFER INTO EQ RESERVE						\$ 278,752.13	
Ending Cash Above/Below Budgeted 2025						\$ 32,454.13	

Water and Sewer were under budget with a surplus in cash than what is needed for the 2026 adopted budget. It is recommended to transfer the remaining budget authority into equipment reserve for emergency or large project needs for both departments.

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

Legal Considerations: Review and comment, as necessary.

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

**City of Clearwater
City Council Meeting
February 10, 2026**

Noise Ordinance

Context: The Clearwater Police Department became aware of statute changes to noise violation that now does not give guidance or authority to fine or enforce noise “pollution”. Clearwater City Code only referred to car noises as potential noise nuisance and did not address other types of noises.

The ordinance presented remove the portion of city code that refers to car noise as a nuisance and replaced it with Unreasonable Noise.

The City’s current city code regulates only loud sound amplification systems originating from motor vehicles using a “plainly audible at 50 feet” standard. Over time, noise complaints within the City have increasingly involved repetitive disturbances from properties or amplified sound devices outside of vehicles.

The proposed amendment repeals the existing motor-vehicle-only provision and replaces it with a comprehensive “Unreasonable Noise”.

The updated ordinance:

- Establishes a general prohibition on unreasonable noise
- Provides contextual factors for determining violations (time, duration, character of area, etc.)
- Authorizes law enforcement to order abatement prior to citation
- Clarifies property owner responsibility
- Consolidates exemptions (construction hours, lawn care, emergency work, etc.)
- Provides one clear, consistent penalty provision

Financial: There is no financial impact.

Legal Considerations: The city attorney’s office has reviewed the proposed ordinance and does not have any recommended changes.

Recommendations/Actions: Approve the ordinance as written.

Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 11 OF THE CLEARWATER
MUNICIPAL CODE BY REPEALING AND REPLACING SECTION 11-
401 REGARDING NOISE.

WHEREAS, the Governing Body of the City of Clearwater, Kansas, has identified a need to modify the Offenses Against Public Peace and

WHEREAS, the City of Clearwater, Kansas, wishes to amend Chapter 11 Article 4 Section 11-401 to the Code of the City of Clearwater

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER KANSAS:

SECTION 1.

Chapter 11 Article 4 Section 11-401 of the Code of the City of Clearwater, Kansas, is hereby amended to read as follows:

(a) 11-401. Offenses Against Public Peace — Unreasonable Noise.

LOUD AND UNNECESSARY NOISE PROHIBITED

- (1). It shall be unlawful for any person to permit, make, continue, maintain or cause to be made or continue any excessive, unreasonable or unusually loud noise which disturbs, injures, endangers the repose, health, peace or safety of other people of ordinary sensitivity within the vicinity of the noise.
- (2). It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio, receiving set, television, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet or repose of the neighboring inhabitants of ordinary sensitivity.
- (3). No person shall permit or participate in or be in any party or gathering of people from which sound emanates at a sufficient volume so as to disturb the peace, quiet or repose of the neighboring inhabitants of ordinary sensitivity. A police officer may order all such persons present at any such party or gathering to immediately disperse from the vicinity of any such party or gathering in lieu of being charged under this section; provided; however, owners or tenants are not required to leave their own dwelling unit. Owners or tenants of the location where the party or gathering occurs shall, upon request of a police officer, cooperate fully in immediately abating the disturbance. Failing to immediately cooperate with law

enforcement efforts to remedy and resolve the noise disturbance shall be in violation of this section.

- (4). No property owner shall permit their property to be used in violation of this section. Property owners shall make a reasonable effort to notify all tenants, lessees, and invitees of the City's noise restrictions, and shall make every effort to assist law enforcement with immediately abating the disturbance occurring upon their property when requested by law enforcement. Multiple complaints occurring against a single property may be evidence that a property owner is permitting their property to be used in violation of this section.

- (5). DEFINITIONS. For purposes of this section, these terms shall be defined as follows:

- i. Neighboring inhabitants includes those persons residing in single family dwellings, multiple family dwellings, boarding house rooms, hotel rooms or motel rooms, or businesses within the vicinity of the noise.
- ii. Excessive, unreasonable or unusually loud noise shall be a determination of legal fact based upon those indicators that a reasonable person would objectively find to 1) disturb the peace, quiet or repose of the area, 2) cause physical injury or property damage, or 3) endanger the safety of the area, when any individual actually experiences such harm.

- (6). The following situations are exempt from noise ordinance regulations:

- i. Emergency work necessary to restore property to a safe condition or to protect a person and property from eminent danger;
- ii. Emergency vehicles;
- iii. Alarm systems;
- iv. Residential and Commercial trash and solid waste collection service during the hours outlined in Chapter 8 of this Code;
- v. Aircraft or railroads;
- vi. Noise resulting from the activities of a temporary duration planned by school/university, governmental or community groups;
- vii. Air conditioners
- viii. Lawn care equipment operated between 7:00 a.m. and 9:00 p.m.;
- ix. Construction operations operated between 7:00 a.m. and 9:00 p.m.; and
- x. Church bells and campanile chimes.

- (7). Penalty, Any person who violates any of the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$500.00 or be imprisoned in jail for a period not to exceed one (1) month, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

- (8). EXCEPTIONS. The following activities, as long as they are conducted in daytime hours as a normal function of a permitted use and the equipment is maintained in proper working condition, are exempted from the provisions of this chapter:

- i. Lawn maintenance;
- ii. Repair of personal use vehicles;
- iii. Home repair of place of residence

(9). PENALTY. Any person who violates any of the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$500.00 or be imprisoned in jail for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

Section 2. Repeal

All other ordinances or parts of other ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 3. Effective Date

This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

Passed by the City Council this _____ day of _____ 2026.

Approved by the Mayor this _____ day of _____ 2026.

Mayor, Burt Ussery

SEAL

ATTEST:

City Clerk, Jaye Poe