



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

City of Clearwater Council Meeting Agenda
Tuesday March 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](#)
 - c. [Accept Resignation – Fire](#)
 - d. [City Park Concession Agreement – Brain Freeze](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [Notice of Award – Senior Center Expansion](#)
 - b. **Action:** [Notice of Award – Parking Lot Maintenance](#)
 - c. **Action:** [Notice of Award – Annual Street Maintenance](#)
 - d. **Action:** [Engineering Services for Yvonne & Janet Extension](#)
 - e. **Action:** [Approval of Expense Report](#)
 - f. **Action:** [Hammers Prairie Park and Nature Center Shelter Plan](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1126

Resolution: 4-2026

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**
February 24, 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, Jason Gordon, Samantha Warkins, Shirley Palmer-Witt and Dalton Chambers.

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Cole Hollis and City Attorney Scott Ufford.

3. Approval of Agenda

Mayor Ussery asked to move the Annexation from the consent agenda to business item b. Then he asked if there were any other modifications to the agenda, there were no other modifications suggested.

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

4. 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

Mayoral Appointment

SLWA Agreement Amendment

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

5. Public Forum

None.

6. Staff Reports:

- Administration Office – Courtney Zollinger – Zollinger reminded Council of the joint meeting with the Recreation Commission and the School Board on Wednesday at 6 pm. This meeting will be held at City Hall and will be open to the public.
- Fire Department – Courtney Zollinger – None.
- Police Department – Courtney Zollinger – None.
- Public Works/Parks – Cole Hollis – Shore inquired about a crosswalk sign, Hollis said that they would get it taken care of tomorrow. Warkins asked about the work on Diagonal, Zollinger answered that it should be completed by March 27th or before. Shore mentioned the fence at Hammer’s Park needing repaired, Hollis and his crew will look at it. Mayor Ussery asked if the pothole on 4th and Ross was fixed, Hollis said it was fixed temporarily.
- Senior Center – Courtney Zollinger – None.

7. Business

a. Financing for 2027 Tender e

At the February 10th meeting the City Council approved the purchase of a 2000-gallon tender from Emergency Fire. The purchase price is \$364,979.00. 50% was required to put down for the tender and that amount was paid using equipment reserve funds. There is \$275,000 in equipment reserve fire for trucks. \$182,489.50 has been used for the down payment. Another small payment will be made using equipment reserve funds but the City will need to finance \$90,000 for the balance of the truck. Quotes from Volunteer Financing and Emprise Bank were received.

	TERM	Interest	Annual	Total Amount
Emprise Bank	36 months	4.5%	\$32,127	\$96,380
Emprise Bank	60 months	4.5%	\$20,135	\$100,672
Volunteer Financing	60 months	5.71%	\$21,198	\$105,987

Emprise Bank also has a \$350 origination fee. Staff recommends financing with Emprise at 4.5% interest. Palmer-Witt asked if there would be a penalty for paying the loan early, Zollinger said there would not be. Warkins asked if the Townships had been contacted to help support this purchase, Zollinger said they had not reached out yet. Mayor Ussery stated he would put together a letter to the Townships with the

information but was waiting to see what comes out of the meeting with Fire District 1 in March. He emphasized that this debt will be in the debt service run for the next 36-60 months. Council discussed the payment being once a year and costing around 1 of the City Mills. Mayor Ussery recommends the 36-month term and use any funds available to pay off early and save on interest. Palmer-Witt suggested the 60-month term with planning to pay off in 36 months during the budget process if funding is available. Zollinger stated that there are general operations that include projects such as the annual road maintenance, park improvements and sidewalks that could be decreased if the Mill levy does not raise. Warkins asked what the current debt payment is, Zollinger said around \$400,000 annually that includes the current road project then add another \$33,000 for the tender. Warkins asked when the tender would be delivered, Zollinger replied around September. Zollinger has notified ISO and they have accepted the contracts, down payment and moved the next check date to August. Chambers inquired about the \$60,000 he seen, Mayor Ussery and Zollinger stated that the amount is budgeted every year to transfer into equipment reserve for future purchases which will go towards the payment.

Motion: Palmer-Witt moved; **Warkins** seconded to approve the loan for 60 months at 4.5% interest with Emprise Bank. Voted and passed unanimously.

b. Annexation – Lot 13 Block 2 Prairie Meadows Estates Additon

Prairie Meadows, North of town located at 79th and 135th Street, is island annexed in. Several years ago, a petition was received to put water lines that far North which created a benefit district. This was due to the water table being too low in that area. The developer did not want to annex into the City at that time, so the contract with the developer was that if people wanted to hook into the water, they would need to request to be annexed into the City. In order to annex into the City, the property owners have to submit a petition, the City will adopts a Resolution accepting the petition and the Resolution gets sent to the County Commissioners. The County Commissioners then approve or deny the request by adopting a Resolution of their own granting permission to annex the property into the City and they send that Resolution back to the City. The City then adopts an Ordinance officially annexing it into the City and can start collecting taxes once it has been published in the paper. This process takes about a month and a half. Zollinger informed Council that there are still pockets in that area that are not annexed in which is why the Township takes care of the road maintenance as part of the agreement. Once all properties along one road, such as Butterfly Court or Prairie Grass Circle, are annexed in the City will then assume the maintenance of those roads. David and Amanda McDaniel submitted a petition to annex Lot 13 Block 2 of Prairie Meadows Estates Addition into the City. They have not built their house or pulled a building permit yet.

Motion: Palmer-Witt moved; **Gordon** seconded to adopt Resolution 03-2026 annexing Lot 13 Block 2 of Prairie Meadows Estates Addition into Clearwater City limits. Voted and passed unanimously.

9. Governing Body

Gordon – None.

Shore – None.

Warkins – Volunteers are still needed for the Fall Festival; there were 5 people in attendance with 2 being herself and Dalton Chambers at the last meeting.

Palmer-Witt – Inquired about the length of time a permit for new construction lasts, Zollinger believes the first inspection must be done within 6 months to a year. Palmer-Witt mentioned the house on South Byers taking a while. She also stated that extensions can be requested, but once the permit expires and an extension is not granted then a new application must be submitted. Palmer-Witt asked if the City notifies the contractor if the permit is close to expiration, Zollinger stated no, MABCD has that information and would contact them.

Chambers – Congratulated the 8 kids that made it to state and wished them luck this weekend. He will be there with Officer Ross to coach.
Ussery –

10. Executive Session

None.

11. Adjournment

Motion: Warkins moved; **Palmer-Witt** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 6:50 PM.

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the February 24th, 2026, City Council meeting.

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

Jaye Poe, City Clerk

City of Clearwater, Kansas
Sedgwick County
City Council Joint Meeting with Chisholm Trail Recreation Commission and School Board- **MINUTES**
February 25, 2026
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order

Clearwater School Board:

Jason Martin, President, called the meeting to order at 6:00 p.m.; Maranda Pike, Vice President; Jessica Mills (Google Meets), Colette Watson, Layne Pike, Terek Wisinger and Leslie Bates.

City of Clearwater:

Mayor Burt Ussery called the meeting to order at 6:00 p.m. with Mayor Burt Ussery, Councilmembers; Samantha Warkins, Council President (Google Meets), Jason Gordon, Justin Shore, Shirley Palmer-Witt and Dalton Chambers all present.

Chisholm Trail Recreation Commission:

Amanda Germann, Chairman, called the meeting to order at 6:00 p.m.; Shirley Palmer-Witt, Vice Chairman; John Hurley; Layne Pike; Landon Doll and Director, Carol Barrientez.

2. Recreation Center – Presentation by CRC and discussion

The Clearwater Recreation Commission presented a proposal to construct a 16,700 square-foot recreation center. The proposed facility would include: One basketball court, Turf area, Multi-purpose room, Strength and cardio room, Walking track, Storage area, and Restrooms.

Proposed Locations

Three potential locations were identified: Clearwater Elementary East, Adjacent to the bus barn at Clearwater Intermediate/Middle School, and Chisholm Trail Sports Complex.

Estimated turnkey construction cost is approximately \$4,500,000. Annual operating and program costs are projected at \$254,000, which does not include the Commission's current \$75,000 annual contribution toward City park facilities.

The Recreation Commission currently receives approximately \$280,000 annually in mill levy revenue and has \$1,000,000 reserved for the project.

If no additional funds are secured and the remaining \$3,500,000 were bonded, estimated debt service would be approximately \$275,000 annually for 20 years. The Commission cannot independently issue bonds; financing would need to occur through either the City or the School District. Bonding through the School District would require a public vote unless structured as a five-year capital improvement bond.

Program Growth and Facility Need

The Commission reported significant program growth, increasing offerings from 72 to 218 activities, representing 69 unique activities (some offered monthly). Programs are currently hosted in City, School, Senior Center, and Library facilities, with recreation activities receiving secondary priority to primary facility users.

The proposed facility would provide dedicated space for Commission programming. However, it would not eliminate the need for use of school gyms, City parks, or the sports complex, as only one basketball court is included in the design.

Commission members also noted the facility could enhance community appeal for prospective residents.

Funding Considerations

Both the City Council and School Board expressed general support for the concept but raised concerns regarding construction funding.

The Commission discussed potential membership fees to offset operational costs, particularly to serve families with children under 16 who are no longer permitted at the local Wellness Center. The possibility of leasing space for daycare services was discussed; however, it was noted that any daycare operation would likely need to be

structured as a lease rather than operated directly by the Commission due to insurance and staffing considerations.

Leasing space to tenants as a revenue source was also discussed, though concerns were raised about the risk of relying on lease revenue to support long-term debt obligations.

Phasing the project was suggested as a way to reduce initial construction costs. The Commission indicated they have requested pricing for a shell building option but have not yet received cost estimates.

Location Considerations

Clearwater Elementary East was viewed favorably due to location but could require demolition costs estimated between \$50,000 and \$250,000.

The bus barn site at Clearwater Intermediate/Middle School was noted as potentially more cost-effective, with available parking and proximity to school facilities.

Superintendent Johnson reported a continued decline in student enrollment, consistent with statewide trends, noting that while new residents are moving to Clearwater, fewer are bringing school-aged children. This raised discussion regarding long-term demographic trends and whether a large facility aligns with future community needs.

Conclusion and Recommendation

Community leadership expressed support for the concept and recognized the potential community benefits. However, significant concerns remain regarding construction funding and long-term financial sustainability. It was recommended that the Commission explore grant opportunities and private donations to determine the feasibility of reducing the overall financial impact before advancing the project further.

3. Adjournment

Motion: *Chambers* moved; *Palmer-Witt* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:36 PM

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the February 25th, 2026, City Council Joint Meeting with Chisholm Trail Recreation Commission and School Board.

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

Jaye Poe, City Clerk



Clearwater, KS

Check Register

Packet: APPKT00042 - 2026 02 25 AP CHECK RUN

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
0028	ALL SEASONS SPORTSWEAR, INC	02/25/2026	Regular	0.00	10.00	52400
101183	Invoice	02/11/2026	JOB SHIRT FF PANKRATZ	0.00	10.00	
0036	AMAZON BUSINESS	02/25/2026	Regular	0.00	316.50	52401
1TKT-7VQV-RMCD	Invoice	02/12/2026	PRINTING GAMES/MARDI GRAS	0.00	150.43	
1X3R-6Q4Q-DF3H	Invoice	02/11/2026	TISSUES CLOROX FLASH DRIVES	0.00	131.88	
1YQN-7GH7-HW...	Invoice	02/07/2026	ANNOUNCEMENT BOARD FOR MEALS	0.00	34.19	
0221	CORE & MAIN LP	02/25/2026	Regular	0.00	13,000.00	52402
Y491919	Invoice	02/06/2026	METERS	0.00	13,000.00	
0429	INTERLINGUAL INTERPRETING SERV	02/25/2026	Regular	0.00	65.94	52403
1618	Credit Memo	01/01/2026	Interpreting Court Services	0.00	-537.98	
1868	Invoice	01/01/2026	Interpreting court services	0.00	138.86	
1926	Invoice	01/07/2026	Interpreting Court Services	0.00	138.86	
2042	Invoice	02/17/2026	INTERPRETING SERVICE	0.00	326.20	
0441	J & H STORAGE	02/25/2026	Regular	0.00	65.00	52404
INV0000061	Invoice	02/16/2026	MARCH STORAGE RENTAL	0.00	65.00	
0494	JUSTIN SHORE	02/25/2026	Regular	0.00	676.18	52405
INV0000066	Invoice	02/20/2026	REISSUE CHECK LKM CONFERENCE	0.00	676.18	
0583	LEASE FINANCE PARTNERS	02/25/2026	Regular	0.00	568.94	52406
INV0000062	Invoice	02/20/2026	COPIER LEASE CITY/PD	0.00	568.94	
0694	ORKIN	02/25/2026	Regular	0.00	208.52	52407
285937500	Invoice	02/10/2026	FIRE DEPT PEST CONTROL	0.00	77.00	
285937501	Invoice	02/10/2026	CITY AND PD PEST CONTROL	0.00	73.92	
285937505	Invoice	02/10/2026	SR CENTER PEST CONTROL	0.00	57.60	
0712	PEARSON CONSTRUCTION LLC	02/25/2026	Regular	0.00	171,500.40	52408
INV0000064	Invoice	02/23/2026	IR PHASE 2 PAVING & DRAINAGE	0.00	171,500.40	
0720	PITNEY BOWES Reserve Account	02/25/2026	Regular	0.00	300.00	52409
INV0000059	Invoice	02/18/2026	POSTAGE ON METER	0.00	300.00	
0725	POSTALOCITY	02/25/2026	Regular	0.00	950.00	52410
INV0000065	Invoice	02/24/2026	MAIL FEBRUARY WATER BILLS	0.00	950.00	
0737	PROFESSIONAL ENGINEERING CONS	02/25/2026	Regular	0.00	18,842.27	52411
710318	Invoice	02/13/2026	SR CENTER NEW ADDITION	0.00	18,842.27	
0769	ROASTER JOE'S	02/25/2026	Regular	0.00	49.80	52412
2064 3530821	Invoice	02/05/2026	POLICE DEPT DRINKING WATER	0.00	16.60	
2064 3539132	Invoice	02/19/2026	CITY HALL DRINKING WATER	0.00	8.30	
2064 3539134	Invoice	02/24/2026	PD DRINKING WATER	0.00	16.60	
2064 3539136	Invoice	02/19/2026	CITY SHOP DRINKING WATER	0.00	8.30	
0785	SALINA WHOLESALE SUPPLY CO	02/25/2026	Regular	0.00	332.46	52413
S100298699.001	Invoice	02/03/2026	COUPLERS	0.00	332.46	
0808	SEDGWICK COUNTY DEPT OF FINANCI	02/25/2026	Regular	0.00	77.25	52414
1800063400	Invoice	02/04/2026	01 26 PRISONER HOUSING	0.00	77.25	
0816	SG CO REG FORENSIC SCIENCE CTR	02/25/2026	Regular	0.00	108.85	52415
INV0000067	Invoice	02/09/2026	J BROWN 25-200 LAB WORK	0.00	108.85	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
0867 6459	SUPERIOR EMERGENCY RESP VEH Invoice	02/25/2026 02/13/2026	Regular NEW CAR #5	0.00 0.00	62,785.74 62,785.74	52416
0913 025-541759	TYLER TECHNOLOGIES Invoice	02/25/2026 01/28/2026	Regular MUNICIPAL JUSTICE TRAINING	0.00 0.00	390.00 390.00	52417
0923 INV0000058	USD 264 Invoice	02/25/2026 02/11/2026	Regular RESTITUTION COURT CASE 25-92	0.00 0.00	156.00 156.00	52418
0948 199024	WEIS FIRE & SAFETY EQUIP LLC Invoice	02/25/2026 01/01/2026	Regular PUMP TEST E71, E72, T71	0.00 0.00	730.00 730.00	52419
0098 023236187	BLUE CROSS AND BLUE SHIELD Invoice	02/25/2026 02/12/2026	Bank Draft MARCH BCBS PREMIUM	0.00 0.00	18,156.03 18,156.03	DFT0000063
0258 797542	DELTA DENTAL Invoice	02/25/2026 03/01/2026	Bank Draft DENTAL FOR MARCH	0.00 0.00	1,469.69 1,469.69	DFT0000064
0322 911385-202603	FARMERS BANK Invoice	02/25/2026 03/01/2026	Bank Draft FCMI MARCH 26 STATEMENT	0.00 0.00	7,354.92 7,354.92	DFT0000065
0590 INV0000063	LIBERTY NATIONAL Invoice	02/25/2026 02/20/2026	Bank Draft MARCH LIBERTY PREMIUMS	0.00 0.00	554.52 554.52	DFT0000066

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	20	0.00	271,133.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	27,535.16
EFT's	0	0	0.00	0.00
	34	24	0.00	298,669.01

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	298,669.01
			<hr/>
			298,669.01

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

Resignation –Volunteer Fire

Context: Please accept the resignations of Rick Kindle and Lucas Hinton Volunteer Firefighter.

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Accept the resignations.

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

City Park Concession Agreement – Brain Freeze

Context: Kylie Cain, Brain Freeze, would like to continue the lease at the city park concession stand for 2026.

Financial: The leesee pays the city \$250.00 per month to operate out of the building.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the agreement with Brain Freeze.

Agreement – Operations at City Park Concession Stand

THIS AGREEMENT is entered this ____ day of _____ 2026, between Kylie Cain, hereinafter referred to as “lessee” and the City of Clearwater, Kansas, hereinafter referred to as “City”.

WHEREAS, lessee owns concession equipment and seeks to operate such equipment as a sole proprietorship at the concession stand in City Park within the City;

WHEREAS, City seeks to have concessions offered at the City Park for the summer;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. **Payment:** In consideration for the cooperation of City as to the city park concession stand, Lessee agrees to pay to the City the sum of \$250.00 per month for the term of this Agreement. Said payment shall be due and payable to the City Clerk on the first day of each month.
2. **Utilities:** City shall be solely responsible for all utilities.
3. **Maintenance:** Lessee will maintain the interior concession stand area in a clean, sanitary condition and shall keep the area surrounding the concession stand clean and free of debris arising from operation of the business.
4. **Relationship of parties.** Lessee is, at all times, an independent contractor. Lessee is solely responsible for remittance of sales tax.
5. **Term.** The term of this Agreement shall be from May 1, 2026 to August 31, 2026 without respect to the actual operating dates of lessee’s business at the location.
6. **Non-interference; cooperation.** Lessee agrees not to interfere with City employees in the conduct of their duties.
7. **Removal of equipment and property.** On or before midnight, August 31, 2026, lessee shall remove all equipment and property from City’s premises belonging to lessee.
8. **Assignment; sub-leasing prohibited.** This agreement is personal to lessee and shall not be assigned. The City’s concession stand shall not be sub-leased by lessee to another party.
9. **Liabilities.** The lessee 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 related to the concession stand which is 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. Lessee will provide its own insurance coverage for their property kept on City premises. The City will not be liable for replacement or repair of any Brain Freeze property damaged, lost, stolen, etc.

IN WITNESS THEREOF the undersigned affirmatively state that they are authorized to enter into this agreement on the date first written above.

Burt Ussery, Mayor, City of Clearwater



Kylie Cain

Attest:

Jaye Poe, City Clerk

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

- There was damaged to the irrigation controller and power boxes at the softball field last week from the batting cage and pitching lane construction. For safety reasons, Public works shut off all the power to those boxes, which also controls the power to all of the irrigation controllers in the complex. The contractor is making the repairs to the box.
- The Spring Start Up and Systems check won't happen until they get everything repaired and we are able to start watering.
- The Board of Zoning Appeals had a hearing on March 3, 2026 and approved a variance in Chisholm Ridge to allow a fence to be placed on an empty lot.
- 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.** She has 1 councilmember register. The deadline to register is April 10th.
- The new Payroll software (ERP Pro10) will go live on March 9th. Staff is still working on learning the system and data conversion. Utility Billing will go live in May.
- Year to Date (February 2026): 1% Sales Tax Collected: **\$64,782.21**
- Total Sales Tax Collected since January 2024: **\$793,258.83**

Dates to Remember

- March 30th – Sedgwick County Meeting regarding Fire agreements
- March 31st – Council Workshop
- April 17th – City Leaders Academy in Salina
- April 18th – City Wide Clean Up
- April 24th – Art Walk 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 N Tracy	427 N 1 st Ave Ct
132 N Lee	123 S Tracy	211 S Lee	150 N Tracy	142 E Wood	

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: March 5th, 2026

Re: Fire Department Staff Report

- Clearwater Fire responded to **11** medical calls and **3** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **19** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **1** emergency call.
- To Date: The CRV has been unstaffed **1** time.
- Department members trained over EV Fires and responses at our last fire meeting on the 3rd.
- Medical personnel trained on medical scenarios at our last medical training on the 5th.
- The department has updated our command vehicles' numbering in SGCO's CAD system. The new unit ID numbers will be CL700 and CL701.
- Kansas Forestry Service conducted its annual inventory of apparatus the CFD has possession of last week. CMO Patrick spoke with the individual about the 6x6, and hopefully it will be returned or transferred to another department here in the near future.
- FF Tyler Pankratz participated in the SCAFFA's fire school in Topeka last weekend. He took classes on grain bin emergencies and Mayday operations.
- FF Rick Kindle and FF Lucas Hinton have resigned from the department. FF Kindle for physical restriction reasons and FF Hinton for residency reasons.
- **REMINDER:** SGCOEM's annual Severe Weather Safety Program will be March 17th at the fire station. Class begins at 6:30 P.M. and is open to the public.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: March 05, 2026

Re: Police Department Staff Report

Officers:

The Officers have been working on many Domestic cases and alcohol-based cases.

Police Clerk:

SPV permits have started over and Tricia has been busy. The count is now 53.

Building:

All is good with the building.

Vehicles:

Regular maintenance.

The Durango is being cleaned up and detailed. It will be put on Purple Wave to be auctioned off.

Matters of interest since the last meeting on Police Activity:

We have had 42 dispatched/reported calls with 11 arrests and 21 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: March 10, 2026

Subject: Public Works Summary

1. Trim trees at waste pond, pile up brush to burn
2. Changed oil and necessary filters on blue mower, skid steer, and mini excavator
3. New softball nets installed
4. Three out of five new baseball nets installed
5. Burnt brush dump
6. Dewinterized sports complex restrooms and concession
7. Drag Park ballfield
8. Scrap metal taken in
9. Level and grade roads at well houses
10. Badboy fixed, reassembled, and running
11. Culvert at 4th and ross patched
12. Commodities fruit picked up and delivered
13. Tower light replaced
14. Graded ditch and other dirt work along diagonal
15. Added rock to water leak cuts



Clearwater Senior Center

Staff Report

March 5, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

We will be starting a Walk With Ease class hosted by Sedgwick County Health Department starting the 9th of March. This class will run through April 17. This is an evidence-based program, and we hope to have a good turnout for this class. One of the instructors, Sara, came out for a quick question and answer session about the class. We had 11 people sign up that day which leaves space for 4 more people to attend. She said that this was one of the largest classes they would have provided. This class will be an indoor/outdoor class. They will study and then go for walks in each class. When the weather is nice, they will walk around the area outside.

We swerved 42 families with commodities. This number is lower than what we have been serving, however, this is the 2nd time we have not had any frozen protein come in. We have the same foods to hand out again in March, but hopefully April will be some new items with some added proteins too.

Everything else at the Center is running smoothly. The food program has additions and changes daily, but we are managing and it is going well. Bonus, the food is the best it has been since I started in 2020!

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater
City Council Meeting
January 12, 2026**

Senior Center Expansion Bid Award

Context: In June 2025 the city council hire PEC and SPT to create a design bid build on expanding the senior center to the south and west for a total of 1,400 sq ft. The additions to the south included a removable wall to open up the main room for larger events or have a separate room for smaller activities. The west addition would create a new entrance and director office while turning the current directors' office into a classroom.

The project was bid out with both phase 1 and phase 2 and two alternatives. The contractors provided pricing for each phase. This will allow Council to award either or both phases.

Phase 1 of the bid was for the 800 sqft south addition, Phase 2 was for a 600 sqft west addition. The two alternative bids included new west entryway doors (Phase 2 base bid included using the existing doors at the center for the project). The Alternate 2 was for a discount if both phases were done at the same time.

Bids were opened on February 27th at City Hall. Three companies bid on the project:

<i>Company</i>	<i>Phase 1</i>	<i>Phase 2</i>	<i>Alternates</i>	<i>Total Base Bid</i>
<i>Engineers Estimates</i>	\$299,028	\$237,940	(\$6,000)	\$530,968
Keeler Construction	\$296,301	\$192,470	(\$13,175)	\$475,596
Multicon, INC	\$418,659	\$320,525.71	(\$4,200)	\$734,984.71
Vogts Construction	\$474,000	\$430,000	\$6,500	\$910,500

Financial: Equipment Reserve New Building has \$200,000 in cash to start the project. If both phase 1 and phase 2 are awarded, then a Temporary General Obligation Bond will need to be obtained. I have already informed Ranson Financial and Gilmore & Bell of the project.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: It is staff's recommendation to move forward with both phases and accept and award the bid to Keeler Construction for Phase 1, Phase 2, and Alternatives for a total construction price of \$475,596.

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance: _____
 Owner: City of Clearwater Owner's Contract No.: _____
 Engineer: Professional Engineering Consultants, P.A.
 Engineer's Project No.: 230542-000
 Project: Clearwater Senior Center Renovation
 Bidder: _____
 Bidder's Address: _____

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

 Clearwater Senior Center Renovation

The Contract Price of the awarded Contract is: \$ _____.
 Contract price is subject to adjustment based on provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one (1) copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
 Authorized Signature

By: _____
 Title: _____

Copy: Engineer

END OF SECTION

OWNER: City of Clearwater
 PROJECT: Clearwater Senior Center
 PEC PROJECT NO: 230542-000
 BID DATE/TIME: February 27, 2065 10:00 AM CST

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Keeler Construction, LLC.		Multicon, INC		Vogts Construction Co.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
PHASE 1 -BASE BID											
1	ADDITION (800 SF)	1	LS	\$ 240,948.00	\$ 240,948.00	\$ 226,741.00	\$ 226,741.00	\$ 310,524.00	\$ 310,524.00	\$ 292,000.00	\$ 292,000.00
2	ACOUSTIC PANEL	1	LS	\$ 6,700.00	\$ 6,700.00	\$ 2,000.00	\$ 2,000.00	\$ 11,200.00	\$ 11,200.00	\$ 20,000.00	\$ 20,000.00
3	STORM SEWER MODIFCATIONS	1	LS	\$ 23,880.00	\$ 23,880.00	\$ 48,860.00	\$ 48,860.00	\$ 47,835.00	\$ 47,835.00	\$ 70,000.00	\$ 70,000.00
4	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 38,796.00	\$ 38,796.00	\$ 35,000.00	\$ 35,000.00
5	CONSTRUCTION STAKING	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 200.00	\$ 200.00	\$ 6,720.00	\$ 6,720.00	\$ 7,000.00	\$ 7,000.00
6	SITE CLEARING AND RESTORATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,584.00	\$ 3,584.00	\$ 50,000.00	\$ 50,000.00
PHASE 1 -BASE BID TOTAL					\$ 299,028.00		\$ 296,301.00		\$ 418,659.00		\$ 474,000.00
PHASE 2 -BASE BID											
1	ADDITION (600 SF)	1	LS	\$ 183,250.00	\$ 183,250.00	\$ 70,000.00	\$ 70,000.00	\$ 214,496.00	\$ 214,496.00	\$ 285,763.00	\$ 285,763.00
2	ASPHALT PAVEMENT REMOVAL	315	SY	\$ 8.00	\$ 2,520.00	\$ 22.22	\$ 7,000.00	\$ 35.05	\$ 11,040.75	\$ 38.00	\$ 11,970.00
3	CONCRETE SIDEWALK REMOVAL	114	SY	\$ 10.00	\$ 1,140.00	\$ 61.40	\$ 7,000.00	\$ 18.59	\$ 2,119.26	\$ 33.00	\$ 3,762.00
4	ASPHALT MILLING	24	SY	\$ 5.00	\$ 120.00		\$ -	\$ 57.00	\$ 1,368.00	\$ 55.00	\$ 1,320.00
5	CURB & GUTTER REMOVAL	358	LF	\$ 6.00	\$ 2,148.00	\$ 19.55	\$ 7,000.00	\$ 6.29	\$ 2,251.82	\$ 12.00	\$ 4,296.00
6	CONCRETE MOW STRIP 4"	66	SF	\$ 12.00	\$ 792.00	\$ 12.55	\$ 828.00	\$ 14.93	\$ 985.38	\$ 16.50	\$ 1,089.00
7	5" ASPHALT PAVEMENT	200	SY	\$ 22.00	\$ 4,400.00	\$ 200.00	\$ 40,000.00	\$ 57.00	\$ 11,400.00	\$ 55.00	\$ 11,000.00
8	4" CONCRETE SIDEWALK	1,505	SF	\$ 4.00	\$ 6,020.00	\$ 7.72	\$ 11,619.00	\$ 13.82	\$ 20,799.10	\$ 10.00	\$ 15,050.00
9	CONCRETE CURB & GUTTER	150	LF	\$ 25.00	\$ 3,750.00	\$ 36.25	\$ 5,438.00	\$ 25.64	\$ 3,846.00	\$ 48.00	\$ 7,200.00
10	REINFORCED CRUSHED ROCK BASE (6")	200	SY	\$ 12.00	\$ 2,400.00	\$ 30.00	\$ 6,000.00	\$ 35.63	\$ 7,126.00	\$ 137.50	\$ 27,500.00
11	4" PVC PIPE	80	LF	\$ 30.00	\$ 2,400.00	\$ 76.88	\$ 6,150.00	\$ 106.88	\$ 8,550.40	\$ 55.00	\$ 4,400.00
12	SITE CLEARING AND RESTORATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,235.00	\$ 8,235.00	\$ 2,200.00	\$ 2,200.00	\$ 22,000.00	\$ 22,000.00
13	PAVEMENT MARKING	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,192.00	\$ 3,192.00	\$ 3,300.00	\$ 3,300.00
14	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,700.00	\$ 28,700.00	\$ 22,000.00	\$ 22,000.00
15	CONSTRUCTION STAKING	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 200.00	\$ 200.00	\$ 2,451.00	\$ 2,451.00	\$ 9,350.00	\$ 9,350.00
PHASE 2 - BASE BID TOTAL					\$ 237,940.00		\$ 192,470.00		\$ 320,525.71		\$ 430,000.00
PHASE 2 - ALTERNATIVE BID											
1	IN PHASE 2 IN LIEU OF REUSING EXISTING DOOR	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,025.00	\$ 7,025.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00
2	DISCOUNT FOR CONSTRUCTION STAKING, MOBILIZATION, SITE CLEARWATER & RESTORATION IF BOTH PHASES ARE AWARDED	1	LS	\$ (11,000.00)	\$ (11,000.00)	\$ (20,200.00)	\$ (20,200.00)	\$ (10,000.00)	\$ (10,000.00)	\$ -	\$ -
ADD ALTERNATE - PHASE 2					\$ (6,000.00)		\$ (13,175.00)		\$ (4,200.00)		\$ 6,500.00
GRAND TOTAL BASE BID + ADD ALTERNATE					\$ 530,968.00		\$ 475,596.00		\$ 734,984.71		\$ 910,500.00
ADDENDUM NO. 1						Y		Y		Y	
ADDENDUM NO. 2						Y		Y		Y	
ADDENDUM NO. 3						Y		Y		Y	
ADDENDUM NO. 4						Y		Y		Y	
BID BOND						Y		Y		Y	

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

Parking Lot Maintenance

Context: The 2026 budget included parking lot maintenance on the city’s public parking lots, Senior Center and Aquatic Center. Proposals were sent out to six parking lot contractors and four sent back a proposal. The proposal asked the contractors to consider the repair needed for small crack, wide crack, surface seal, and striping.

Company	Senior Center	Aquatic Center	Total
Budgeted	16,000	\$13,000	\$29,000
Pave the Way	\$7,710	\$5,243	\$12,953
Encore Paving	\$7,985	8,310.12	\$16,295.12
South Central Sealing	\$9,001.60	\$7,423.50	\$16,425.10
Holland Paving	\$9,555.68	\$9,229.18	\$18,784.86

Because the proposals came in under budget, Cole Hollis would like to see the City Park parking lot sealed and striped.

Financial: The 2026 General Fund Budgeted \$29,000 for the Senior Center and Aquatic Center parking lots. After reviewing the proposals Public Works Director and City Administrator agree with Encore Paving proposal for maintenance over Pave the Way. The Encore Paving proposal is under budget by \$12,700.

The cost for the City Park parking lot to be sealed and striped is, \$4,195

Total cost for the Senior Center, Aquatic Center, and City Park parking lots with Encore Paving is \$20,490.12.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Staff recommends going with Encore Paving, the second lowest proposal, for parking lot maintenance.

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

Section 1 Annual Road Maintenance Contract

Context: For 2026 Section 1 of annual road maintenance was budgeted for. City staff sent out proposals for small and wide crack seal, surface seal, and full depth repair on Kansas at Tracy. Reclamite, Slurry Seal and Coal Tar were considered as possible options. In the past the City of Clearwater also used Chip Seal as a surface product on roads but was not received well by the community.

Reclamite is better for newly paved roads. Since the newly paved road are under warranty, Reclamite was not an option this year. Coal Tar is primarily used in parking lots and not roadways. Slurry Seal is the product the City of Clearwater has used in the past three years and has done well for our older roads.

The only contractor in the Wichita area to offer slurry seal is South Central Sealing, who has done the annual maintenance for the past three years.

Financial: The adopted 2026 budget included \$125,000 for the annual road maintenance project. The annual road maintenance project quote from South Central Sealing is \$118,764. Along with the full depth repair patching at Kansas and Tracy, South Central Sealing proposed a repair on Hellar between Byers and Tracy. The cost of the repairs is \$19,215.

Total cost of the proposal is \$137,977 which is \$12,977 over the 2026 budget. There is \$47,000 in Special Highway Equipment Reserve to cover the over budgeted amount.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Staff is pleased with the slurry seal product and agree with the repairs proposed by South Central Sealing and would recommend accepting their proposal for crack seal, mastic seal, slurry seal, and repair.

**City of Clearwater
City Council Meeting
March 6, 2026**

Certified Engineering Design Professional Service Agreement

Context: At the January 27, 2026, meeting council was in a consensus to move forward with the extension of Yvonne Dr to the North and Janet Ave to the East. This would create additional travel routes at the northeast section of town for emergency vehicles as well as give access to the 40 acres the city owns for north of Chisholm Ridge. The goal is to sell the 40 acres for future residential development.

CED is the City's engineering firm and has prepared a contract to conduct the plans, specifications, and inspection for the project. The design will be to curb and gutter on both Yvonne and Janet.

Financial: The fees for these services are based on a percentage of the engineer's estimates. The engineers estimate for the total project is \$2,138,331.68. CED services are proposed not to exceed \$399,891 for the project.

A Temporary General Obligation bond will need to be sought after for this project. It might be possible to bid the project out in phases so council will have the option to do one or both extensions. If this project moves forward and a temporary note received the first GO Bond payment will affect the budget in 2029. 2029 will be the year the GO Bond 2013 falls off the budget.

Legal Considerations: Counsel has reviewed the contract.

Recommendations/Actions: Authorize the mayor to sign the agreement with Certified Engineering Design, P.A. for professional services on Yvonne and Janet Ave.

CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF CLEARWATER, KANSAS
AND
CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311

STREET IMPROVEMENTS FOR YVONNE & JANET

THIS CONTRACT, made this ___ day of _____, 2026, by and between THE CITY OF CLEARWATER, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to construct street improvements for Yvonne and Janet, in Clearwater, Sedgwick County, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for the development of plans, supplemental specifications and the estimates of quantities of work for the PROJECT.

A.. PLAN DEVELOPMENT

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.
2. Soils and Foundation Investigations. The CITY may authorize the CONSULTANT to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be non-engineering costs of the PROJECT, not included in this contract.
3. Prepare engineering plans, plan quantities and supplemental specifications as required Field Surveys.
4. Identify all known potential utility conflicts and present recommended solutions to such conflicts and, when authorized by the CITY, provide prints of plans to each utility identifying the problem locations. CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.

B. CONSTRUCTION PHASE SERVICES

1. Transmit directions to the Contractor and provide guidance in the proper interpretation of the Contract Documents through consultation with the CITY.
2. Perform measurements and surveys that are required for documentation of work performed and for determination of Contractor's final pay quantities.
3. Provide adequate on-site inspection of the work, such services to be provided by experienced and qualified personnel who shall be responsible for observing the progress and quality of the

executed work and determining that the work is proceeding in accordance with the Contract Documents.

4. Take field samples and/or test materials to be incorporated in the work, and reject or advise rejection of those not meeting the provisions of the Contract Documents.
5. Receive and review all test report records or certificates of compliance for materials tested off the Project site prior to the incorporation in the work.
6. Keep and maintain such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.
7. Measure and compute all materials identified in the bid items incorporated in the work and applicable pay items of work completed, and maintain an item account record.
8. Provide and submit CITY such periodic, intermediate and final reports and records as may be required by the CITY and as are applicable to the PROJECT.
9. To prepare and deliver (when PROJECT is completed) one certified copy (Bond) of "as-built" or "record" plans to the CITY.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To furnish the CITY plans for the PROJECT that have been approved and accepted by all necessary and applicable state and federal agencies.

D. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

E. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for the PROJECT, all of such documents to become the property of the CITY.

CITY acknowledges the Consultant's construction documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of CITY upon completion of the work and payment in full of all monies due to the CONSULTANT. CITY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT and their respective officers, employees, agents and representatives, from any claim, damage, liability or cost (including reasonable attorney fees), caused by arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by CITY or any person or entity that acquires or obtains the plans and specification from or through CITY without the written authorization of the Subconsultant

F. To submit to the CITY an Engineer's estimate of the quantities of work units for the PROJECT incorporating all items of work included in the plans.

G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To submit a single and final billing to the CITY for the engineering design services upon completion of the design work and progress billings for construction phase services.

I. To complete and deliver plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below:

EXCEPT that the CONSULTANT shall not be responsible or held liable for the time required for reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

Plans, specifications and estimates to be commenced upon receiving a

Notice to Proceed.

J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$2,000,000.00. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workers' Compensation Laws. The liability limit shall be not less than:

Workers' Compensation - Statutory

Employer's Liability - \$2, 000,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$2,000,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office.

B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.

C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the performance of engineering design and construction inspection services required by this agreement shall be made on the basis of the lump sum fee amount specified below, which shall not be exceeded.

Street Improvements(Not-to-Exceed Fees)

Survey	\$ 25,000
Soil Borings and Geotech Recommendations	\$ 10,000
Design & Preparation of Street Improvement Plans	\$ 152,038
Construction Staking for Streets	\$ 60,815
Construction Administration and Inspection Street Improvements	\$ 152,038

Total Project Summary (Not-to-Exceed Fee) \$ **399,891**

B. Reimburse the CONSULTANT for Utility Permit Agreement fees and permit review fees.

C. Reimburse the CONSULTANT for Construction Material Testing services for the project as ordered by the CONSULTANT'S inspector.

D. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of

the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its Mayor and attested by its City Clerk with the seal of the City of Clearwater, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.



Logan J. Mills, PE, PS

CITY OF CLEARWATER, KANSAS

Burt Ussery, Mayor

ATTEST:

Jaye Poe, City Clerk

CERTIFIED ENGINEERING DESIGN, P.A.
1935 WEST MAPLE
WICHITA, KS 67213
(316)262-8808

PRELIMINARY ENGINEER'S
OPINION OF PROBABLE COST

(FOR INFORMATION ONLY)

October 31, 2025

Type of Work: Clearwater Streets - Yvonne (35' bk-bk Pavement with Storm Sewer) & Janet (35' bk-bk Pavement with Storm Sewer)									
Location: Clearwater, KS									
STREET IMPROVEMENTS									
Item Description	YVONNE DRIVE (35' bk-bk Pvmt with Storm)			JANET AVE (35' bk-bk Pvmt with Storm)			Unit Price	Source	
	Quantity	Unit	Cost	Quantity	Unit	Cost			
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	\$125,000.00	
Traffic Control	1	LS					\$15,000.00	\$15,000.00	
Street Signage	1	LS					\$15,000.00	\$15,000.00	
							Construction Cost	\$1,520,382.50	
							Contingency (15%)	\$228,057.38	
							Design Survey	\$25,000.00	
							Design Engineering (10%)	\$152,038.25	
							Construction Staking (4%)	\$60,815.30	
							Construction Inspection(10%)	\$152,038.25	
							Subtotal	\$389,891.80	
							COMPLETE YVONNE & JANET TOTAL	\$2,138,331.68	

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

Reimbursement Request

Context: As part of the 2026 budget adoption, the Governing Body approved Training and Seminars and Meals and Meeting Expenses for Council attendance at the LKM City Leadership Academy and the LKM Annual Conference. Budgeted amounts include:

- LKM Leadership Academy – \$1,050
- Leadership Conference Hotel/Meals – \$1,500
- LKM Annual Conference – \$500

Each year, LKM co-hosts Local Government Day in Topeka. Councilmember Justin Shore has attended in prior years. He submitted a reimbursement request for expenses related to this event; however, Local Government Day was not included in the 2026 approved conference budget. Therefore, reimbursement requires Governing Body approval.

Financial:

The reimbursement request totals **\$492.12**, itemized as follows:

- Mileage: \$226.20
- Hotel: \$252.70
- Tolls: \$13.22

For reference:

- LKM Leadership Academy (April 17, 2026, Salina): \$180 per person (one currently registered).
- LKM Annual Conference (Wichita): \$250 per person.

Legal Considerations: Review and Comment as Necessary

Recommendations/Actions: Consider approval of the reimbursement for LKM Local Government Day.