



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

City of Clearwater Council Meeting Agenda
Tuesday April 28, 2026, at **6:00pm**
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. **Proclamation** – [Police Week May 10 – 16, 2026](#)
8. **Business**
 - a. **Action:** [Professional Code Compliance Service Agreement](#)
9. **Governing Body Comments**
10. **Executive Session**
11. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1129

Resolution: 6-2026

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**
April 14, 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, Shirley Palmer-Witt and Dalton Chambers.

The following staff members were present:

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

Others present who spoke:

Jeff Zogleman. Henry Schmidt was present via GoTo Meetings.

3. Approval of Agenda

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

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

4. Public Forum

Mayor Ussery stated there would be no discussion or action on solar farms at this meeting. He provided details for the Sedgwick County MAPD meeting on April 29 at 9:00 a.m. at the Reagan Building, 271 W. 3rd Street North, noting the governing body has no authority in this matter but he is planning to attend. Jeff Zogleman, a longtime area resident with a Clearwater address outside city limits, spoke in opposition to proposed industrial solar farms. He mentioned his prior comments regarding his opposition of the Tyson plant and the formal statement by Council opposing the plant coming into the community area. He requested the Council consider the proposals and share their position with the County Commission. He thanked the Council for their time. Mayor Ussery stated that they will be watching this closely. Samantha Warkins entered at 6:32 p.m.

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

Approve Hire – Part Time Police

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – No questions from Council.
- Fire Department – Jared Dinwiddie – Council questioned the reimbursement submitted to the State. Dinwiddie noted that the State will reimburse the City for task deployment to Dodge City. He believes the amount to be around \$4,900 to include man hours, equipment usage, mileage, meals and any other additional costs. He mentioned that the lodging was paid for by the State. Shore asked if a disaster declaration had to be made for this, Dinwiddie answered yes.
- Police Department – Kirk Ives – Shore noted the number of SPV permits issued and asked if residents were reminded of the rules for golf carts by the department, Ives stated they do remind them of the rules when they are registering their SPV's. Ives reported the Durango sold for \$13,700 with today being the final day.
- Public Works/Parks – Cole Hollis – No questions from Council.

- Senior Center – Amber Ives – No questions from Council but Ives thanked the Public Works department for fixing the air Conditioner at the Senior Center.

7. Business

a. GO Temporary Note Resolution for Senior Center Expansion

On March 10, 2026 the Governing Body of Clearwater awarded the Senior Center Expansion bid to Keeler Construction with a project cost of \$475,596. The City Council must adopt a resolution authorizing the improvements stating the intent to issue a bond followed by adopting a resolution issuing the GO temporary note sale. The Governing Body was aware of the need for a Temporary Note to help cover the cost of the project. There is \$173,000 in equipment reserve after engineer and architect fees were paid. The Temp Note is for \$600,000 and will be for the cost of the project, interest on the bond and issuance costs. Bond bids will be due on May 12, 2026. The temporary note be for three years. Any funds left in the project fund from the temporary note will go towards paying the temp note. The Resolution and supporting documents have been crafted by Bond Counsel Gilmore and Bell and Financial Advisor Ranson Financial.

Motion: *Shore* moved; *Warkins* seconded to adopt Resolution 4-2026 Authorizing And Providing For The Construction Of Improvements To The Senior Center, An Existing Public Building In The City Of Clearwater, Kansas; And Providing For The Payment Of The Costs Thereof. Voted and passed unanimously.

Motion: *Palmer-Witt* moved; *Gordon* seconded to adopt Resolution 5-2026 Authorizing The Offering For Sale Of General Obligation Temporary Notes, Series 2026A, Of The City of Clearwater, Kansas to be used for the Senior Center Expansion. Voted and passed unanimously.

b. Consider Annexation Ordinance Lot 13 Block 2 Prairie Meadow

In February 2026 the City received a Consent for and Petition to Annex into the corporate limits of the City of Clearwater from the property owners at Lot 13, Block 2 of the Prairie Meadow Estates. At the February 24, 2026, meeting the Governing Body adopted Resolution 3-2026 finding it advisable to annex the referenced property. Per state statute, that Resolution was sent to the Sedgwick County Board of County Commissioners and at their March 25th meeting the Sedgwick County BOCC adopted resolution 054-2026 releasing the property for the City to annex. The Governing Body needs to adopt a separate Ordinance officially annexing the property into the city. There are no financial obligations for this. However, the property owner is required to pay a water tap fee. Once the house is constructed it will be part of the Clearwater assessed valuation. Mayor Ussery reported that Sedgwick County has encouraged Clearwater to be proactive regarding the nine remaining lots in Prairie Meadows. Letters are being prepared to gauge property owner interest in annexation. He noted there is no obligation for property owners to participate.

Motion: *Warkins* moved; *Gordon* seconded to adopt Ordinance 1126 annexing Lot 13, Block 2 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, Clearwater, Kansas 67026 into Clearwater city limits. Voted and passed unanimously.

c. Action: Consider Ordinance Amending Time of City Council Meeting

The City Council meetings are currently established by Ordinance to be held on the second and fourth Tuesdays of each month at 6:30 p.m. Periodically, the Governing Body reviews meeting logistics to ensure they continue to meet the needs of Councilmembers, staff, and the public. A proposed amendment would change the regular meeting time from 6:30 p.m. to 6:00 p.m. This adjustment is intended to better accommodate schedules and improve meeting efficiency while maintaining accessibility for public participation. The City Attorney’s office has reviewed the Ordinance. *Warkins* asked if this would take effect by the next meeting. *Zollinger* confirmed it would, noting the Ordinance will be published in the Times-Sentinel on April 23rd and take effect upon publication. Therefore, the April 28 meeting will be held at 6:00 p.m.

Motion: *Warkins* moved; *Shore* seconded to adopt Ordinance 1127 amending Ordinance 917, Section 1-203 amending the time for regular City Council meeting time to 6:00 p.m. on the second and fourth Tuesdays of each month. Voted and passed unanimously.

d. Action: Consider Ordinance Amending Governing Body Compensation

The current City Code establishes a specific dollar amount for compensation of the Mayor and City Councilmembers. This structure requires an ordinance amendment each time compensation adjustments are considered. The proposed

amendment would revise the code to remove fixed compensation amounts and instead provide that members of the Governing Body shall receive compensation as established by resolution. This approach allows the Governing Body to make adjustments by resolution rather than ordinance, providing greater flexibility and administrative efficiency. Additionally, the proposed language includes a limitation that any increase in compensation shall not exceed the percentage increase approved for city staff in the same year. This ensures that adjustments to elected officials' compensation remain aligned with those provided to city employees. The proposed change does not create an immediate financial impact. Future compensation adjustments would be determined by resolution and remain subject to annual budget considerations. The limitation tying increases to staff adjustments provides a measure of fiscal control and consistency. Shore asked if the Resolution needed to be adopted now, Zollinger stated it will be done at a later meeting.

Motion: *Warkins* moved; *Palmer-Witt* seconded to adopt Ordinance 1128 amending Ordinance 1020 and Section 1-201 regarding Governing Body Compensation to provide that Governing Body compensation shall be established by resolution, with any increases not to exceed the percentage increase approved for city staff in the same year. Voted and passed unanimously.

e. Action: Consider Amendment to Personnel Policy

There are several updates proposed by Staff and the Governing Body to the City's Personnel Policy to better align organizational structure, benefit eligibility, and employee incentives with current operational practices. The proposed amendments include the following: Department Head Classification - Removal of the Parks and Facilities Superintendent position from the list of designated department heads to reflect current organizational structure and reporting relationships. The change was made several years ago but the policy was not updated. Definition of Full-Time Employee - Amendment of the definition of a full-time employee from 40 hours per week to 32 hours per week to provide greater flexibility in staffing and align with workforce practices. Health Insurance Eligibility Threshold - Revision of the minimum hours required to qualify for participation in the City's health insurance program from 1,000 hours annually to 1,664 hours annually, aligning eligibility more closely with full-time employment standards. Part-Time Employee Leave Benefits - Removal of vacation and sick leave benefits for part-time employees. Currently, there are no employees who will be impacted by this change. Addition of the following benefits for full-time employees - An annual brush dump pass at no cost and coverage of the cost of a single Aquatic Center pool membership each year. The Holiday Policy Update - Addition of Good Friday as a paid holiday. For context, there are 11 federally recognized holidays. The City of Clearwater currently provides 12 paid holidays, which already includes non-federal holidays such as the Friday after Thanksgiving and Christmas Eve, while not recognizing Juneteenth as a paid holiday. The addition of Good Friday further enhances the City's employee benefits package and supports overall employee morale and work-life balance. The proposed changes will have a modest financial impact. The addition of employee benefits (brush dump pass and Aquatic Center membership) is expected to be minimal with no upfront costs to the City. Adjusting the health insurance eligibility threshold may reduce costs associated with part-time employees who would no longer qualify in the future. There is currently not an employee, this will affect. Expanding the definition of full-time employees will not affect the current staff setup. And removal of leave benefits for part-time employees has no current financial impact, as no employees are affected. Good Friday Holiday Impact - The estimated cost of adding Good Friday as a paid holiday is approximately \$1,800, primarily associated with wages in the Public Works and Police Departments. Palmer-Witt asked if the Brush Dump would be available for all Full-Time employees whether they live in the City limits or not, Zollinger confirmed this.

Motion: *Shore* moved; *Gordon* seconded to approve the amendments to the Personnel Policy, including revisions to department head designation, definition of full-time employment, health insurance eligibility requirements, part-time employee benefits, full-time employee benefits, and the addition of Good Friday as a paid holiday. Voted and passed unanimously.

8. Governing Body

Gordon – None.

Shore – None.

Warkins – There will be a fall festival meeting on Monday where the button design will be picked.

Palmer-Witt – Reminded Council she will be absent for the next two meetings. She also mentioned that the recreation seems to be running smoothly with Valeen and that the Director will be back on May 4th.

Chambers – Excited to attend the City Leaders Academy this Friday.

Ussery – Can provide the Sedgwick County meeting information to those who would like it after the meeting tonight.

9. Executive Session

None.

10. Adjournment

Motion: *Palmer-Witt* moved; *Warkins* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 6:52 PM.

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the April 14th, 2026, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 28th day of April 2026.

Jaye Poe, City Clerk



Clearwater, KS

Check Register

Packet: APPKT00092 - 2026 04 22 City 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						
0013	ACTIVE 911	04/22/2026	Regular	0.00	482.85	52538
676725	Invoice	04/21/2026	ANNUAL SUBSCRIPTION QTY 29	0.00	482.85	
0022	AIRGAS USA, LLC	04/22/2026	Regular	0.00	342.80	52539
5523990634	Invoice	04/01/2026	CYLINDER LEASE	0.00	118.60	
5523990644	Invoice	04/01/2026	CYLINDER LEASE RENEWAL	0.00	224.20	
0036	AMAZON BUSINESS	04/22/2026	Regular	0.00	1,903.87	52540
16KQ-93Y6-XCXM	Invoice	04/01/2026	FLASH DRIVES	0.00	52.79	
19R9-4PKX-P1X1	Invoice	04/06/2026	CAR WARNING STICKERS	0.00	44.97	
1DRT-XLDT-M3VN	Invoice	04/06/2026	WEED KILLER	0.00	1,473.78	
1QX3-Q4HW-MP..	Invoice	04/08/2026	WELL 2 SCADA	0.00	172.29	
1RQV-LC1T-JPVK	Invoice	04/02/2026	AC CAPACITOR AND 2 FT LIGHT BULBS	0.00	160.04	
0037	AMBER IVES	04/22/2026	Regular	0.00	316.10	52541
INV0000317	Invoice	04/01/2026	MILEAGE	0.00	316.10	
0072	B & B LUMBER	04/22/2026	Regular	0.00	94.63	52542
2604-650029	Invoice	04/03/2026	TOILET REPAIR POOL	0.00	73.65	
2604-650575	Invoice	04/06/2026	SINK REPAIR POOL	0.00	20.98	
0100	BOUND TREE MEDICAL	04/22/2026	Regular	0.00	379.91	52543
86163125	Invoice	04/07/2026	MEDICAL SUPPLIES	0.00	379.91	
1057	BRENT SPENCER	04/22/2026	Regular	0.00	500.00	52544
INV0000300	Invoice	04/14/2026	FIRST CHRISTIAN CHURCH DONATION	0.00	500.00	
0138	CAROL REITBERGER	04/22/2026	Regular	0.00	25.00	52545
INV0000319	Invoice	04/20/2026	BRUSH DUMP REIMBURSEMENT	0.00	25.00	
0406	HOME DEPOT	04/22/2026	Regular	0.00	70.85	52546
4521588	Invoice	03/03/2026	CABLE TIE BATTERIES CABLE TIE CUP ON ...	0.00	70.85	
0437	IRRIGATION BY DESIGN	04/22/2026	Regular	0.00	937.86	52547
55977970	Invoice	04/08/2026	START UP CTSC	0.00	937.86	
0441	J & H STORAGE	04/22/2026	Regular	0.00	65.00	52548
INV0000321	Invoice	04/15/2026	MAY STORAGE RENTAL	0.00	65.00	
0490	JUSTIN JACKS	04/22/2026	Regular	0.00	25.00	52549
INV0000318	Invoice	04/20/2026	BRUSH DUMP REIMBURSEMENT	0.00	25.00	
0498	K-42 RENTAL & STORAGE	04/22/2026	Regular	0.00	139.77	52550
C-006779	Invoice	04/07/2026	AIR COMPRESSOR NARROW CRACK	0.00	139.77	
0563	KS DEPT OF HEALTH & ENVIRON.	04/22/2026	Regular	0.00	336.00	52551
77219	Invoice	04/01/2026	LAB TEST	0.00	336.00	
0583	LEASE FINANCE PARTNERS	04/22/2026	Regular	0.00	568.94	52552
INV0000308	Invoice	04/20/2026	COPIER LEASE CITY AND POLICE DEPT	0.00	568.94	
0588	LEWIS STREET GLASS CO, INC.	04/22/2026	Regular	0.00	35.00	52553
W160145	Invoice	04/03/2026	VEHICLE #2 WINDSHIELD REPAIR	0.00	35.00	
0600	LOWE'S	04/22/2026	Regular	0.00	24.45	52554
979150-QKULXF	Invoice	03/17/2026	HARDWARE FOR TV MOUNT	0.00	24.45	
1056	MARIAH PAPPAN	04/22/2026	Regular	0.00	25.00	52555

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	
INV0000299	Invoice	04/09/2026	COURT OVERPAY 22-201	0.00	25.00	
0619	MCDONALD TINKER PA	04/22/2026	Regular	0.00	2,661.34	52556
175204	Invoice	04/15/2026	MARCH ATTY FEES	0.00	2,661.34	
0628	MERIDIAN ANALYTICAL LABS, LLC	04/22/2026	Regular	0.00	455.35	52557
6001368	Invoice	04/13/2026	SEWER SAMPLE	0.00	455.35	
0656	MIZE'S THRIFTWAY	04/22/2026	Regular	0.00	148.11	52558
INV0000323	Invoice	04/01/2026	April Statement	0.00	148.11	
0671	NAVRAT'S OFFICE PRODUCTS	04/22/2026	Regular	0.00	137.14	52559
260419 00	Invoice	03/09/2026	POLO FOR FF PAKRATZ	0.00	40.14	
262129 00	Invoice	04/09/2026	COPY PAPER	0.00	97.00	
0694	ORKIN	04/22/2026	Regular	0.00	208.52	52560
289082697	Invoice	04/08/2026	FIRE STATION PEST CONTROL	0.00	77.00	
289082698	Invoice	04/08/2026	CITY AND POLICE PEST CONTROL	0.00	73.92	
289082702	Invoice	04/08/2026	SENIOR CENTER PEST CONTROL	0.00	57.60	
0713	PERSONNEL EVALUATION INC.	04/22/2026	Regular	0.00	25.00	52561
57308	Invoice	03/31/2026	KRIS KITE PRE HIRE TESTING	0.00	25.00	
0715	PETTY CASH	04/22/2026	Regular	0.00	20.00	52562
INV0000293	Invoice	04/07/2026	POLICE DEPT CAR WASH	0.00	20.00	
0720	PITNEY BOWES Reserve Account	04/22/2026	Regular	0.00	300.00	52563
INV0000301	Invoice	04/14/2026	POSTAGE	0.00	300.00	
0735	PROFESSIONAL CODE COMPLIANCE	04/22/2026	Regular	0.00	1,700.00	52564
1235	Invoice	04/01/2026	CODE COMPLIANCE	0.00	1,700.00	
0737	PROFESSIONAL ENGINEERING CONS	04/22/2026	Regular	0.00	3,687.50	52565
710654	Invoice	04/15/2026	SR CENTER NEW ADDITION	0.00	3,687.50	
1033	REDWING BUSINESS ADVANTAGE	04/22/2026	Regular	0.00	178.49	52566
20260420123021	Invoice	04/20/2026	BOOTS FOR JASON	0.00	178.49	
0760	RENN & COMPANY, INC.	04/22/2026	Regular	0.00	108,558.00	52567
2060	Invoice	04/02/2026	2026 INSURANCE RENEWAL	0.00	108,558.00	
0769	ROASTER JOE'S	04/22/2026	Regular	0.00	33.20	52568
2064 3566991	Invoice	04/16/2026	CITY DRINKING WATER	0.00	8.30	
2064 3566993	Invoice	04/16/2026	POLICE DRINKING WATER	0.00	16.60	
2064 3566995	Invoice	04/16/2026	CITY SHOP DRINKING WATER	0.00	8.30	
0788	SAM LLC	04/22/2026	Regular	0.00	8,800.00	52569
201316143	Invoice	04/17/2026	UTILITY UPGRADE GIS	0.00	8,800.00	
0800	SECRETARY OF STATE	04/22/2026	Regular	0.00	50.00	52570
INV0000292	Invoice	04/10/2026	POE NOTARY APPT TO STATE	0.00	25.00	
INV0000297	Invoice	04/14/2026	BURLEY NOTARY APPT TO STATE	0.00	25.00	
1044	SEDGWICK COUNTY CPAAA	04/22/2026	Regular	0.00	715.00	52571
INV0000298	Invoice	04/08/2026	C-1 CONGREGATE	0.00	635.00	
INV0000303	Invoice	04/08/2026	C-2 HOME DELIVERED	0.00	80.00	
0808	SEDGWICK COUNTY DEPT OF FINANCI	04/22/2026	Regular	0.00	438.78	52572
1800063720	Invoice	04/07/2026	03/2026 PRISONER HOUSING	0.00	438.78	
0839	SOUTH CENTRAL SEALING	04/22/2026	Regular	0.00	31,319.75	52573
40801	Invoice	04/08/2026	CRACK SEAL SECTION 1	0.00	31,319.75	
0888	THE HARTFORD	04/22/2026	Regular	0.00	750.00	52574
INV0000295	Invoice	04/02/2026	MALPRACTICE INSURANCE 2026 FD	0.00	750.00	

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	
0904	TRAVELERS	04/22/2026	Regular	0.00	50.00	52575
INV0000322	Invoice	04/17/2026	BURLEY NOTARY	0.00	50.00	
0910	TRUGREEN	04/22/2026	Regular	0.00	154.50	52576
221970954	Invoice	03/31/2026	CTSC VEG CONTROL	0.00	154.50	
0913	TYLER TECHNOLOGIES	04/22/2026	Regular	0.00	13,535.00	52577
025-547236	Invoice	03/24/2026	MUNICIPAL JUSTICE DATA CONVERSION	0.00	11,000.00	
025-549102	Invoice	03/31/2026	FINANCIAL MIGRATION	0.00	2,015.00	
025-549740	Invoice	04/08/2026	UB MIGRATION TO ERP	0.00	520.00	
0968	WICHITA TRACTOR CO.	04/22/2026	Regular	0.00	173.78	52578
WI14915	Invoice	04/08/2026	LAND PRIDE SPINDLE	0.00	161.70	
WI14989	Invoice	04/09/2026	LAND PRIDE WHEEL HUB SEAL	0.00	12.08	
0971	WICHITA WINWATER WORKS	04/22/2026	Regular	0.00	1,014.00	52579
263470 01	Invoice	04/02/2026	6" 90 DEGREE FOR WELL 8	0.00	1,014.00	
0979	WOODS TREE FARM	04/22/2026	Regular	0.00	556.00	52580
INV0000296	Invoice	04/10/2026	SIDEWALK TREE REPLACEMENT x2	0.00	556.00	
0018	AFLAC	04/21/2026	Bank Draft	0.00	672.64	DFT0000236
447676	Invoice	04/01/2026	APRIL AFLAC	0.00	672.64	
0098	BLUE CROSS AND BLUE SHIELD	04/21/2026	Bank Draft	0.00	16,862.89	DFT0000237
INV0000302	Invoice	04/13/2026	MAY HEALTH PREMIUMS	0.00	16,862.89	
0142	CASEY'S	04/21/2026	Bank Draft	0.00	2,881.31	DFT0000238
INV0000320	Invoice	04/20/2026	STATEMENT GAS CARDS	0.00	2,881.31	
0258	DELTA DENTAL	04/21/2026	Bank Draft	0.00	1,244.08	DFT0000239
INV0000291	Invoice	04/07/2026	MAY DENTAL PREMIUMS	0.00	1,244.08	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	59	43	0.00	181,942.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	21,660.92
EFT's	0	0	0.00	0.00
	63	47	0.00	203,603.41

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2026	203,603.41
			<hr/>
			203,603.41



Clearwater, KS

Payroll Check Register

Employee Pay Summary

Pay Period: 4/4/2026-4/17/2026

Packet: PYPKT00129 - 2026 04 2nd City Payroll

Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Baumann, Austin J	51065	04/24/2026		45.00	0.00	3.44	41.56
Berger, Kyle W	51018	04/24/2026		45.00	0.00	3.44	41.56
Biggs, Jason B	50016	04/24/2026		1,792.00	323.08	271.19	1,197.73
Burley, Jamie L	50019	04/24/2026		1,768.70	139.62	373.69	1,255.39
Chambers, Dalton C	50116	04/24/2026		44.31	0.00	3.39	40.92
Churchman, Landon J	51119	04/24/2026		30.00	0.00	2.30	27.70
Corr, Lisa S	51008	04/24/2026		30.00	0.00	2.30	27.70
Coughlin, Colten G	51052	04/24/2026		15.00	0.00	1.15	13.85
Cowherd, Michael D	51036	04/24/2026		1,959.32	181.88	369.23	1,408.21
Dinwiddie, Jared K	51015	04/24/2026		977.69	0.00	248.43	729.26
Gearhardt, Jason M	50060	04/24/2026		4,364.11	605.03	1,110.05	2,649.03
Gordon, Jason E	50104	04/24/2026		44.31	0.00	3.39	40.92
Grizzle, Richard E	51084	04/24/2026		75.00	0.00	5.74	69.26
Hagy, Victor L	51120	04/24/2026		96.40	0.00	7.38	89.02
Harp, Lee B	50063	04/24/2026		781.77	0.00	142.91	638.86
Hollis, Cole F	50015	04/24/2026		3,005.46	253.43	579.84	2,172.19
Ives, Amber E	50090	04/24/2026		1,916.37	247.09	368.86	1,300.42
Ives, Kirk D	50056	04/24/2026		3,412.47	407.25	811.19	2,194.03
Jacks, Justin T	50066	04/24/2026		3,129.14	355.41	351.81	2,421.92
Kenney, William Vincent	51127	04/24/2026		75.00	0.00	5.74	69.26
Kraft, Gibson R	51004	04/24/2026		15.00	0.00	1.15	13.85
Lambert, Patricia L	50017	04/24/2026		250.00	0.00	19.13	230.87
McCorkill, Steve R	50069	04/24/2026		362.56	0.00	27.74	334.82
Mishler, Johnny L	50025	04/24/2026		103.30	0.00	7.90	95.40
Nichols, Patricia L	50062	04/24/2026		1,414.46	150.95	251.72	1,011.79
Ostgren, Courtney L	50227	04/24/2026		3,715.13	442.81	928.97	2,343.35
Palmer-Witt, Shirley K	50111	04/24/2026		44.31	0.00	3.39	40.92
Pankratz, Tyler L	51063	04/24/2026		60.00	0.00	5.59	54.41
Pate, Henry A	51017	04/24/2026		90.00	0.00	6.89	83.11
Patrick, Justin R	51033	04/24/2026		665.96	0.00	116.12	549.84
Pickens, Michael A	50061	04/24/2026		3,131.20	187.87	692.11	2,251.22
Poe, Jaye D	50018	04/24/2026		2,496.73	224.80	505.19	1,766.74
Posch, Chadd A	50211	04/24/2026		2,397.80	342.37	237.27	1,818.16
Rakes, Andrew M	51045	04/24/2026		30.00	0.00	2.30	27.70
Reitberger, Carol L	50002	04/24/2026		2,301.16	886.43	491.03	923.70
Riggs, Roy R	50080	04/24/2026		135.96	0.00	10.40	125.56
Roberson, Tyler J	51003	04/24/2026		45.00	0.00	3.44	41.56
Roberson, Austin C	51121	04/24/2026		30.00	0.00	2.30	27.70
Ross, Cooper H	51086	04/24/2026		2,756.28	380.94	488.81	1,886.53
Schauf, Nicholas J	51047	04/24/2026		30.00	0.00	2.30	27.70
Schauf, Donald J	50058	04/24/2026		180.00	0.00	33.77	146.23
Schroeder, Robert J	51101	04/24/2026		60.00	0.00	4.59	55.41
Seiler, Patricia L	50215	04/24/2026		413.20	0.00	45.89	367.31
Shore, Justin L	50101	04/24/2026		44.31	0.00	3.39	40.92
Soeken, Ethan E	51083	04/24/2026		1,846.79	280.50	318.13	1,248.16
Templin, Jason D	51016	04/24/2026		15.00	0.00	1.15	13.85
Ussery, Burt L	50107	04/24/2026		88.62	0.00	56.77	31.85
Vaughn, Timothy N	51103	04/24/2026		225.00	0.00	21.70	203.30
Warkins, Samantha A	51102	04/24/2026		44.31	0.00	3.39	40.92
Wood, Brian A	51124	04/24/2026		15.00	0.00	1.15	13.85
Worman, Jacob A	51048	04/24/2026		45.00	0.00	3.44	41.56

Packet: PYPKT00129 - 2026 04 2nd City Payroll
Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Yates, Kyle S	51002	04/24/2026		180.00	0.00	13.77	166.23
Zimmerman, Trent A	51009	04/24/2026		45.00	0.00	3.44	41.56
			Totals:	46,884.13	5,409.46	8,979.80	32,494.87

To: Mayor and City Council
 From: Courtney Zollinger, City Administrator
 Date: April 24, 2026
 Re: Administration Report

- The City Council meeting time has **been changed to 6:00 p.m.**, effective with the April 28th Council meeting.
- South Central has completed section 1 of the annual road maintenance project.
- Keeler Construction will start the working at the Senior Center within two weeks.
- ERP Utility Billing will go live the week of May 18th. This will be the last go live we have before we are fully integrated with the new software. Staff will be dedicating time to getting familiar with all the new processes over the next couple of months and making slight modifications as needed.
- All department heads have submitted their initial budget requests. We are still collecting pricing and evaluating future needs before the budget requests are presented to council in June.
- The City has received two resumes for the Prosecutor position.
- The fire department is trying to put together a 4th of July come and go event to take place from 11am to 1pm on the day of, to include water activity stations and fire truck(s) for kids to look at. The auxiliary group with the fire department is trying to coordinate this with the fundraising team. We will keep you informed of the progress if it develops.
- The Art Walk is scheduled for Friday, April 24th.
- Year to Date (March 2026): 1% Sales Tax Collected: **\$97,408.34**
- Total Sales Tax Collected since January 2024: **\$825,884.96**

Dates to Remember

- April 24th – Art Walk 6p-9p
- May 18th – Fall Festival Meeting
- May 23rd – Aquatic Center Open
- May 25th – City Offices Closed
- June 15th – Fall Festival Meeting
- **June 30th – Council Workshop**
- July 20th – Fall Festival Meeting
- August 9th – Aquatic Center Closes
- September 29th – Council Workshop
- October 16th-18th – Fall Festival
- October 31st – Downtown Trick or Treat

Active Nuisances/ Code Violations

205 S Tracy	130 N Tracy	148 N Lee	115 N Gorin	116 S Gorin	427 N 1 st St Ct
211 S Lee	132 N Lee	140 S 2 nd	210 S Lee	200 S Lee	200 N Prospect

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: April 23, 2026

Re: Fire Department Staff Report

- Clearwater Fire responded to **8** medical calls and **0** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **18** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **2** emergency calls.
- To Date: The CRV has been unstaffed **2** times.
- The department trained over ladder operations at our last fire meeting on the 21st.
- The forestry 6x6 has been transferred ownership with Burden Fire Department and is no longer in our possession.
- The department had the MSA SCBAs fixed by CASCO and the motherboards were sent in to troubleshoot why they were failing. CFD had another SCBA go down. We believe that one of the spare batteries may be causing this issue and will address it with CASCO when they come back to fix the additional downed SCBA.
- Michael Cowherd's suspension period is fulfilled, and he will be resuming full time duties and rank of Lieutenant.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: April 23, 2026

Re: Police Department Staff Report

Officers:

We have an opening in the Police Department for a full-time officer and a 2 part-time Officers. We found and hired one part-time officer and may have found another experienced officer to fill the other part- time position.

We also met a few candidates this last week for the full-time position but are still looking.

Police Clerk:

SPV permits have started over and Tricia has been busy. The count is now 77.

Building:

All Is good with the building.

Vehicles:

Regular maintenance.

The Durango was on Purple Wave and sold. The final bid was \$13750.00. It has been picked up by the new owner.

Matters of interest since the last meeting on Police Activity:

We have had 62 dispatched/reported calls with 9 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: April 28, 2026
Subject: Public Works Summary

1. Added material to ally entrance at 200 block of 1st & Prospect South side
2. Put cold patch in potholes at 217, 237, and 241 N Prospect & 208 S Byers prior to South Central Sealing work that was done.
3. Replaced the wheel hub inside seal
4. Replaced the blown fuses at City ball field pole #2
5. Sprayed weed killer (sterilizer) at medians and the Hammers Park parking lot
6. Sprayed weed killer at Fire station, shooting range and parks building
7. Backhoe was taken to Wichita Tractor for service
8. Started cleaning pool in preparation to paint
9. Cut out the side of N Tracy & Ross drain to match South side
10. Artwalk banners were hung up
11. Trimmed the trees along the ditch of Diagonal Rd
12. Worked on the parking lot at the Sports Complex
13. Installed a new skid steer cut blade on bucket
14. Repaired the fence at big wet well
15. Repaired the AC on main unit at Senior Center
16. Replaced an electrical outlet at the park shelter and diamond 2



Clearwater Senior Center

Staff Report

April 23, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

Have you heard? We dug in the dirt and construction starts soon! Everyone here is excited and questions are asked every day.

We completed the Walk with Ease class on Wednesday. We had 12 participants finish

We have added 3 new people for meals, 2 for Friendship and 1 home delivery. I am excited to continue to grow this program.

Thank you to Cole and crew for helping with commodities as well as bringing the dirt for us to dig in. This group is always so great at helping whenever needed. We all appreciate them around the senior center!

Coming up: Biscuits and Gravy on May 2 starting at 8:00 AM – 10:00 AM.

Respectfully,

Amber Ives

Senior Center Coordinator



PROCLAMATION

NATIONAL POLICE WEEK

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Clearwater, Kansas play an essential role in safeguarding the rights and freedoms of City of Clearwater, Kansas; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of City of Clearwater, Kansas, unceasingly provide a vital public service;

NOW, THEREFORE, I, Burt Ussery, Mayor of the City of Clearwater, Kansas, call upon all citizens of the City of Clearwater, Kansas, and upon all patriotic, civic and educational organizations to observe the week of May 10–16, 2026, as Police Week with appropriate ceremonies and observances in which all of the people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens.

I further call upon all citizens of the City of Clearwater, Kansas to observe Friday, May 15, 2026, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Clearwater, Kansas to be affixed.

Burt Ussery, Mayor

Jaye Poe, City Clerk

REQUEST FOR PROCLAMATION

Sixty years ago, in 1962, President John F. Kennedy signed Public law 87-726 designating May 15th as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week. The law was amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, signed by President Bill Clinton, directed that the flag of the United States be displayed at half-staff on all government buildings on May 15th each year. While the actual dates change from year to year, National Police Week is always the calendar week, beginning on Sunday, which includes May 15th.

**City of Clearwater
City Council
April 28, 2026
Professional Code Compliance**

Context: The City of Clearwater has contracted with Professional Code Compliance (PCC) for code compliance services since September 2024. Staff have been very pleased with their performance over the past year and a half. The contract renews annually on May 1. PCC has provided proper notice of proposed changes effective May 2026.

The updated agreement maintains the existing scope of services, duties, and terms. The primary changes include an adjustment to the monthly service rate and the addition of an insurance section outlining coverage requirements and reimbursement provisions. If the new agreement is not approved, code compliance responsibilities would revert to the City Administrator.

Financial: The monthly service fee will increase from \$1,700 to \$1,800 due to higher fuel, labor, insurance, and technology expenses. This represents a \$100 per month increase, or \$800 annually, impacting the Administration Fund.

In addition, the agreement includes a new provision to reimburse PCC for required insurance costs up to \$15 per month, which may result in up to \$180 annually in additional expense.

Legal Considerations: The City Attorney is currently reviewing the updated agreement and is expected to provide any recommended considerations or changes by Tuesday.

Recommendations/Actions: Approve the updated agreement with Professional Code Compliance for code compliance services effective May 1, 2026.

**AGREEMENT BETWEEN THE CITY OF AND PROFESSIONAL CODE
COMPLIANCE LLC**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2026, in accordance with the provisions of Kansas statute, by and among the City of Clearwater, acting by and through its governing body, as authorized by vote (hereinafter referred to as “City”), and Professional Code Compliance LLC, (hereinafter referred to as “PCC”) (collectively to be referred to as “the Parties”).

WITNESSETH:

WHEREAS, the City of Clearwater currently has a need for code compliance services and enforcement within the City;

WHEREAS, PCC is a legal entity in the State of Kansas which performs code compliance and enforcement services;

AND, WHEREAS, more efficient and effective municipal government administration would be realized through the City contracting with PCC for code compliance and enforcement services

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

ARTICLE I. CODE COMPLIANCE OFFICER

SECTION I.1. DUTIES OF THE CODE COMPLIANCE OFFICER

(a) The Code Compliance Officer shall perform the duties related to municipal government administration of code compliance and enforcement services for the City under the policy guidance of the governing body, as detailed below.

(b) When providing services for the City:

(i) The Code Compliance Officer shall perform the duties as defined by this Agreement, the bylaws, applicable Ordinances, Codes, and policies of the City.

(ii) The Code Compliance Officer shall report directly to the _____ City Administrator _____ (e.g. City Administrator, City Clerk, Mayor, etc.)

ARTICLE II.

SECTION II-1. APPOINTMENT, TERM; QUALIFICATIONS

City shall appoint the Code Compliance Officer to serve for a term of one year and shall appoint the same in conjunction with the City’s other annual mayoral appointments.

Any successive terms must be appointed annually.

The Parties may also, from time to time and by agreement, establish qualifications required to hold the position of Code Compliance Officer.

SECTION II-2. POWERS AND DUTIES

The Code Compliance Officer shall be responsible to the City for the proper administration of code compliance and enforcement services within the City. The powers and duties of the Code Compliance Officer shall include, but are not intended to be limited to, the following:

- (a)** Conduct regular field surveys of residential properties within the City to determine compliance with the City's appropriate codes, ordinances, and regulations.
- (b)** Prepare and serve/deliver any and all communications needed (e.g. warning letters, citations, etc.) to property owners, tenants, landlords, etc. for code compliance and enforcement services.
- (c)** Work in conjunction with the City Attorney/Prosecutor and governing body toward the enforcement of appropriate codes, ordinances, and regulations. This shall include, but not necessarily be limited to, preparation and production of regular semi-monthly reports regarding the code compliance status of properties. Revisit dwellings at periodic intervals to verify correction of violations by property owners and tenants. This shall also include providing testimony as a witness in municipal court or before the governing body at public hearings for property status or remediation requirements.
- (d)** If requested by the City, the Code Compliance Officer may also refer appropriate providers to the City for remediation of properties when necessary.
- (e)** Investigate complaints from any source in a timely manner and ensure investigation results are communicated to the governing body. CCO shall also notify the complainant when an investigation is completed.

SECTION II-3. COMPENSATION, REIMBURSEMENT, AND INVOICING

The Code Compliance Officer shall receive such compensation pursuant to this agreement.

- (a)** Compensation shall be in the amount of \$1,800 (One Thousand and Eight hundred dollars) per month. This amount is a flat fee and includes any costs that PCC incurs for fuel, office expenses, limited postage (see below), etc.
- (b)** The above flat fee includes a maximum amount of \$25 per month for regular or certified mailing or other postage expenses. PCC shall make all due diligence efforts to provide personal service of warnings, citations, etc. but when necessary, certified/regular mailing service costs are necessary, the City shall reimburse PCC for any such costs that exceed \$25 per month. PCC will provide the City with documentation of expenses if the \$25 per month amount is exceeded.

(c) PCC shall invoice the City on a monthly basis at the beginning of each month. Said invoice shall be for services for the following month as well as for any reimbursements from the preceding month. For example, the invoice produced on July 1st shall be for services to be performed in July as well as any postage reimbursement applicable for June. Invoices shall be paid by the City no later than the end of the month in which the invoice was received.

SECTION II-4. SCHEDULE OF THE CODE COMPLIANCE OFFICER

(a) It is expected that the CCO will devote approximately 68 hours per month toward the work necessary for code compliance and enforcement duties. This includes time needed for field surveys, office administration, and potential testimony. The CCO shall apportion said hours between the obligations as necessary with adjustments made appropriately to successfully perform the duties as set forth above.

ARTICLE III. TERM

SECTION III-1. INITIAL TERM

~~The initial term of this agreement shall be for a period of approximately eight (8) months commencing in September, 2024 and this agreement shall automatically renew thereafter for successive terms of one year unless terminated by either party. The parties may terminate this agreement within the initial term by giving written notice of termination to the other party no later than December 31st. Upon such notice, then this agreement shall terminate effective December 31st, 2024.~~

SECTION III-2. RENEWAL TERM(S)

The initial term shall automatically renew for a renewal term of one (1) year effective May 1st of each year. Should either party seek to amend, renegotiate, or revise this agreement, such party shall give notice of such proposed revision or amendment to the other party no later than the 1st day of March of the preceding year in which the proposed amendment or revision is to become effective: The parties shall either agree in writing to any amendments or revisions, abandon negotiations and proceed with a renewal term under the effective terms, or abandon negotiations and terminate the agreement. In the event of a notice to amend or revise being given by either party, one of the three outcomes shall be determined no later than May 1st of that year.

ARTICLE IV.

SECTION IV-1. GENERAL PROVISIONS:

(a) No change or modification of this Agreement shall be valid unless it shall be in writing and signed by the Parties.

(b) The text herein shall constitute the entire Agreement between Parties.

(d) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

ARTICLE V. DUAL INDEMNIFICATION

SECTION V-1. To the extent allowed under applicable laws, and solely with respect to acts undertaken on behalf of the respective City, the City shall defend, save harmless and indemnify the CCO against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his or her duties as CCO, even if said claim has been made following his or her termination from employment, provided that the CCO acted within the scope of his or her duties. The respective City shall pay the amount of any settlement or judgment rendered thereon, again only for acts undertaken on behalf of the respective City and within the scope of employment. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the CCO. If any representative or agent of the CCO receives notice of a lawsuit or claim, they will notify the City Administrator as soon as possible to ensure that the City has the opportunity to appropriately respond.

This indemnification shall also apply to the CCO after the cessation of this agreement and/or any amendment(s) and this section shall survive the termination of this Agreement.

ARTICLE VI. INSURANCE

SECTION VI-1. Section 6-1. PCC will carry insurance coverage during the term of this Agreement and any renewals thereof in the amounts and manner provided as follows:

SECTION VI-2. Commercial General Liability. Covering premises – operations, hazards, product/completed operations, broad form property damage and contractual liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
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Property Damage Liability	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
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Or

Bodily Injury and Property Damage Liability (combined single limit)	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
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SECTION VI-3. Comprehensive Automobile Liability. All owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury Liability \$1,000,000 Each Occurrence

Property Damage Liability \$1,000,000 Annual Aggregate

Or

**Bodily Injury and Property Damage
Liability (combined single limit) \$1,000,000 Each Occurrence**

**SECTION VI-4. Professional Liability \$1,000,000 Each Claim
\$1,000,000 Annual Aggregate**

The City shall be added as an additional insured on the Commercial General Liability, Comprehensive Auto Liability and Professional Liability policies. The Commercial General Liability, Comprehensive Auto Liability and Professional Liability policies shall also provide coverage for PCC’s contractual obligations created pursuant to this Agreement. Coverage shall be the greater of the requirements stated herein or PCC’s existing policies.

A Certificate of Insurance must be submitted to the City within ten (10) days after execution of this Agreement.

The City shall reimburse the CCO for any attorneys’ fees and costs incurred by the CCO in connection with such claims or suits involving the CCO in his or her professional capacity for acts undertaken on behalf of the respective City.

The City will reimburse PCC for the cost of insurance required herein up to a maximum amount of \$ 15 per month. The parties recognize the cost of insurance will fluctuate from time to time. At least annually, the parties will confer and negotiate in good faith on an updated reimbursement rate to reflect any changes (up or down) in PCC’s actual cost of insurance required herein. This amount is separate and distinct from the monthly compensation of \$1,800 and the potential postage reimbursement.

**PROFESSIONAL CODE COMPLIANCE
LLC,**

**CITY OF CLEARWATER, KANSAS
Acting by and through its governing body:**

Member

Mayor

Date

Date

Attest as to Signature:

City Clerk

Date