



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

City of Clearwater Council Meeting Agenda

Tuesday September 8, 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](#)
 - c. [Designate Safety Zone – Downtown Trick or Treat](#)
- 6. Staff Reports**
- 7. Tenure Recognition – Deputy Clerk Carol Reitberger, 30 years of service**
- 8. Business**
 - a. **Action:** [Mutual Aid Agreement – SCFD1](#)
 - b. **Action:** [Order of Violation – 116 S Gorin](#)
 - c. **Action:** [Baughman and Co – Urban Growth Amendment](#)
- 9. Governing Body Comments**
- 10. Executive Session**
- 11. Adjournment**

Next Assignment Numbers

Charter Ordinance: 25

Ordinance: 1135

Resolution: 12-2026

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 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**
August 25, 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 6:00 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; Jason Gordon, Justin Shore, Samantha Warkins, 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, Jennifer Hill.

Others present who spoke:

Justin Utt.

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. Voted and passed unanimously.

4. Public Forum

None.

5. Consent Agenda

Mayor Ussery asked if there was any question on the consent agenda and if not asked for a motion to approve. Dalton Chambers had a question for the High School Safety Zone, this item was moved to the business section, a.

Previous Council Meeting Minutes

Claims and Warrants

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

6. Staff Reports:

- Administration Office – Courtney Zollinger – Council inquired about the brush left behind from Evergy, Zollinger stated if they are clearing brush due to an outage, it is not their policy to remove the brush.
- Fire Department – Jared Dinwiddie – Chief Dinwiddie added that the two missed calls reflected in his reports should have only been one missed call and added that the CRV was staffed that day. Council asked if the new Tender would be ready for the fall festival, Dinwiddie stated the tank manufacturer is behind schedule so he is unsure if it will be ready then.
- Police Department – Kirk Ives – No questions from Council.
- Public Works/Parks – Cole Hollis – Council inquired about edging on Yvonne Dr., Hollis said they will get it on the list.
- Senior Center – Amber Ives – No questions from Council.

7. Business

a. Designate Safety Zone – High School Cross Country

Clearwater High School will be hosting the AVCTL Cross Country Championship on September 3rd from 6:00 PM to 8:00 PM. The course will require runners to cross Yvonne Drive. Chief Ives would like to designate Yvonne Drive as

a Safety Zone per K.S.A 8-1460. The roads will be blocked between 5:45 PM and 8:00 PM on September 3rd for the Cross-Country Championship. The City Clerk will make a post on the website and Facebook of the road closure. Chambers asked if the 5k for the fall festival could be added since they will use the same route, Zollinger stated that it was its own event and was approved through the Fall Festival event already.

Motion: *Chambers* moved, *Warkins* seconded to approve the Yvonne Dr. safety zone for the AVCTL Cross Country Championship. Voted and passed unanimously.

b. Revenue Neutral Rate Hearing

Motion: *Shore* moved, *Palmer-Witt* seconded to open the RNR Hearing at 6:05pm. Voted and passed unanimously.

During the 2021 legislative session, the tax lid was removed and the legislature enacted SB 13 and HB 2104. This legislation established notice and public hearing requirements when a proposed budget exceeds the property tax levy's revenue neutral rate (RNR). The City of Clearwater's proposed 2027 budget exceeds the revenue-neutral amount of \$1,434,158, which results in a Revenue Neutral Rate of 48.923 mills. The Governing Body must hold a public hearing before exceeding the RNR. The County Clerk notified taxpayers by mailing a Notice of Estimated Ad Valorem Taxes, and the City published the combined RNR and budget hearing notice in the Times-Sentinel at least 10 days before the hearing.

2025 Assessed Valuation: \$27,216,093

2026 Mill Levy: 52.695

2026 Taxes Budgeted: \$1,434,158

2026 Assessed Valuation: \$29,314,635

2027 Proposed Mill Levy: 52.695

2027 Taxes Budgeted: \$1,544,733

The City remained revenue neutral in 2025 and 2026, which reduced the total mill levy from 64.131 to 52.695. The proposed 2027 budget exceeds the RNR while keeping the total mill levy at 52.695. The additional property tax revenue will allow the City to maintain current staffing and maintenance levels; establish a Duty Officer position in the Volunteer Fire Department to ensure leadership is available 24 hours a day, seven days a week for emergency calls; continue an equipment reserve plan for all departments; and add a part-time position at the Senior Center to assist with lunch service. There have been no changes or updates to the budget since the last budget discussion.

Mayor Ussery asked if anyone in attendance had questions regarding the 2027 Revenue Neutral Rate or the 2027 budget, there were no questions.

Motion: *Shore* moved, *Warkins* seconded to close the RNR Hearing at 6:08pm. Voted and passed unanimously.

c. Adopt RNR Resolution

Motion: *Warkins* moved, *Shore* seconded to adopt Resolution 11-2026 A Resolution Of The City Of Clearwater, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate. Voted and passed unanimously.

Roll Call Vote: A roll call vote of the City of Clearwater to levy a property tax exceeding the Revenue Neutral Rate hearing to exceed Revenue Neutral Rate held on August 25, 2026, Resolution No. 11-2026 Jason Gordon yes, Justin Shore yes, Samantha Warkins yes, Shirely Palmer-Witt yes, and Dalton Chambers yes. Voted and passed unanimously.

d. 2027 Budget Hearing

Motion: *Shore* moved, *Gordon* seconded to open the 2027 Budget Hearing at 6:09 pm. Voted and passed unanimously.

The budget is proposed to stay at the mill levy of 52.695 which does exceed the RNR which will make taxes \$1,544,733. Total expenses for the General Fund will be \$4,652,351, Debt Service \$602,074, Library \$175,884. The water department has a budget authority of \$479,122 and sewer \$436,876.

Mayor Ussery asked if anyone questions regarding the 2027 budget, there were no questions.

Motion: *Warkins* moved, *Palmer-Witt* seconded to close the 2027 Budget Hearing at 6:37 pm. Voted and passed unanimously.

e. Adopt 2027 Budget

Motion: *Shore* moved; *Gordon* seconded to adopt the 2027 budget as presented. Voted and passed unanimously.

f. Open a CD at Emprise Bank.

The City has set aside in Eq Reserve \$854,000 to pay towards the street reconstruction bond. The funds were from prior year sales tax, interest, budgeted contributions for the project. The project was under budget and there is \$750,000 left over that will need to be returned next October in the temp note. In the meantime, we can invest the two balances in a 9-month CD at 3.45%. Currently the city has 2.74% on the checking account. The city would gain just under \$8,500 more in interest with the CD in 9 months. Current 9-month rate on municipal CD's is 3.45%. \$8,400 in interest.

Motion: *Warkins* moved, *Palmer-Witt* seconded to authorize the Clerk to place the money in a CD for 9 months with Emprise Bank. Voted and passed unanimously.

g. Emprise Lease for 2027 Tender

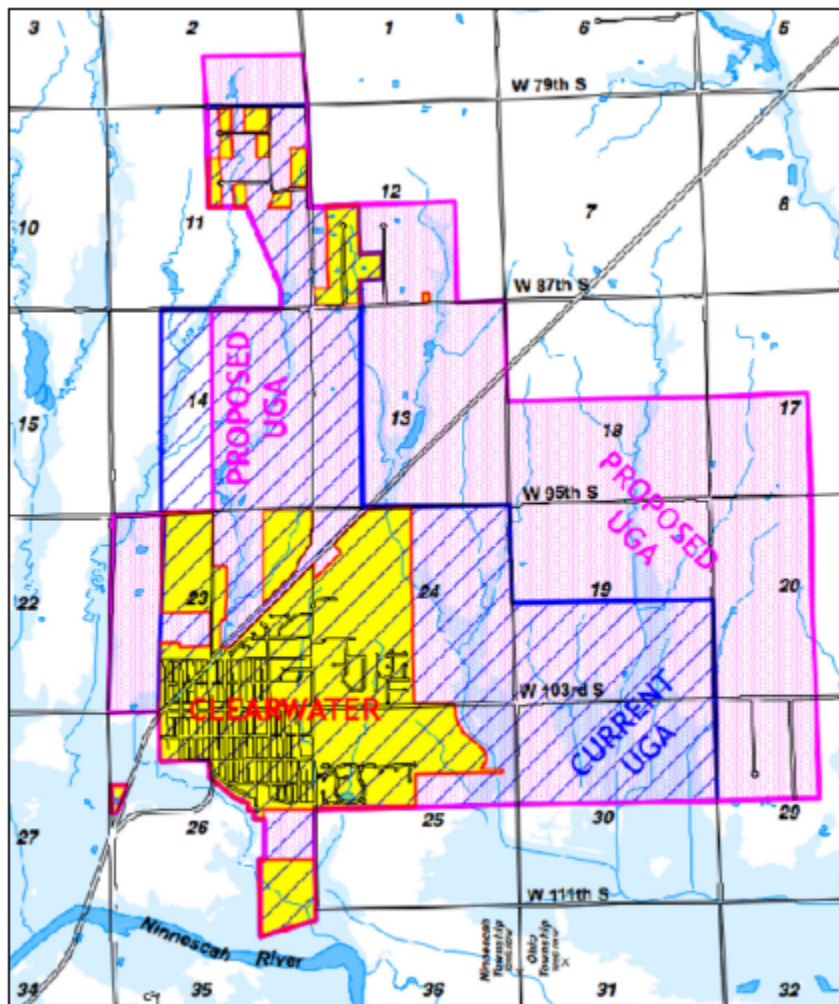
At the February 10, 2026, meeting the city council approved the purchase of a 2000-gallon tender from Emergency Fire and on February 24th approved to use Emprise Bank to help fund the tender. The purchase price for the tender is \$364,979.00. 50% was required to put down for the tender and that amount 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. The city will finance \$90,000 for the balance of the truck through Emprise at 4.5% for a 60-month note. The Council may pay off the note sooner than 5-years and has budgeted to do just that. Council asked if this should start in October when the tender is here, Zollinger stated the funds would be ready for delivery rather than having to wait. They asked if there was a penalty to pay off early, Zollinger answered no. There was language about lessee option to purchase, Zollinger stated it was just common language in these agreements.

Motion: *Warkins* moved, *Gordon* seconded to authorize the mayor to sign the Equipment Lease Purchase Agreement between Emprise Bank and City of Clearwater. Voted and passed unanimously.

h. Expansion of Planning Area and UGA

Clearwater's Comprehensive Development Plan was adopted in July 2022. The plan addressed both the Clearwater Planning Area and the Urban Growth Area (UGA). Planning Area: *The designation of a Planning Area recognizes that the City's activities both affect and are affected by the surrounding region. Delineating a Planning Area does not create a regulatory boundary as such but instead identifies an area which has an influence on the planning and development of the City, and which therefore should be studied as part of what State statutes refer to as the "total community of which the City is a part.* Urban Growth Area: *A city's Urban Growth Area serves as a reasonable indication as to where the future efficient extension of public municipal services and city limits could occur by the year 2035. The City is specifically notified by the Wichita/Sedgwick County Planning Department of any zoning changes that are proposed within its UGA, which defines its Urban Area of Influence.* The plan identified the City's existing UGA, established through the Wichita-Sedgwick County Community Investments Plan, was not sufficient for Clearwater's expected development through 2040. It identifies potential expansion and directs the City to approach the Metropolitan Area Planning Commission (MAPC) to begin the process for establishing an expanded UGA. The City contacted them about revising Clearwater's UGA. MAPC advised that it was preparing an update to the Wichita-Sedgwick County Comprehensive Plan and expected to work with the surrounding cities to review their growth opportunities and UGA boundaries. That review with Clearwater has not yet occurred. More recently, the Board of County Commissioners considered a conditional use request for a solar energy project near Clearwater's city limits. The request was denied. During the meeting, commissioners encouraged Clearwater to revisit its UGA and pursue an amendment, so the City's position carries the formal review provided for projects located within its Urban Area of Influence. While the Planning Area is for City purposes, the UGA does include the City in zoning discussions. Although it does not extend the City's zoning authority outside the city limits, it does ensure Clearwater is notified of zoning and conditional use applications within the UGA, and the Clearwater Planning Commission may hold a hearing and make a recommendation. The current UGA is outlined in Blue on the Urban Growth

Area map. If the Planning Commission recommends denial, approval by the County Commission requires a super-majority vote. Council should review the boundary as identified during the comprehensive plan review and determine if those boundaries remain sufficient or make suggested modifications. The 2022 Comprehensive plan supports expansion as shown on the map. If modifications are suggested, staff would need to confirm with MAPC whether the City's plan and maps must be formally amended before or as part of the UGA request. Costs may be incurred later for mapping, publication, or other required amendment procedures.



Clearwater's existing UGA and potential expansion

Mayor Ussery mentioned if this UGA was in place, then the City would have been notified of the recent solar farm request for the conditional use permit. He also noted that whatever expansion is proposed, that the city would have the capability of being able to provide services. Currently there is only water offered North of town. Council discussed expanding the UGA to the west of Prairie Meadows, including the area where the proposed solar farm was planned. There was discussion on being able to support the growth with the services currently offered, Zollinger is unsure if the current water line would support the additional area and noted there had been some complaints regarding the water pressure for those at the end of the water line. Zollinger mentioned that there is currently a booster station by the Clearwater rock on Diagonal that helps to boost the water that far North. Council asked what the PSI was, Hollis stated the booster station is set at 68 but elevation affects it bringing the average to around 58. Council discussed the matter at length and reached consensus to expand the UGA to include the northwest and northeast sections near Prairie Meadows. This would include Boxes 11, 12, and 14 on the map.

8. Executive Session

Motion: *Warkins* moved; *Palmer-Witt* seconded to recess into executive session for consultation with an attorney on matters that would be deemed privileged in attorney-client relationship, to include the Governing Body, City Administrator and City Attorney. The City Council will reconvene the open meeting in the City Council Chamber at 6:53 p.m. Voted and passed unanimously. The meeting was reconvened at 6:53 pm with no action taken.

Mayor Ussery asked if Justin Utt wanted to address Council regarding the HOA in his neighborhood. He stated that he was informed by a homeowner that they came and spoke to the City this afternoon and wanted to be present as a representative of their neighborhood. He mentioned that they are having issues with their HOA and are trying to fix it but is unsure if it can be fixed. Mayor Ussery asked how many homeowners there were, he believes there are 12-18. Mayor Ussery asked if the owners in the patio homes and along Park Glen street (Park Glen Estates) are all part of the same HOA, Mr. Utt confirmed they were. He then asked if there were still being billed for the HOA fees, Mr. Utt said no, it stopped this month. He explained to Council that their HOA ran out of funds in August and the patio homes are paying for their own services. He froze the HOA bank accounts so no transactions could be made until they figured out what needed to be done. Mr. Utt has been informed that they may not be a legitimate board, Mayor Ussery believes the HOA can appoint a board and Mr. Utt confirmed that they have established covenants and by-laws. Mayor Ussery suggested that officers get elected for them to have a voice of their community as they walk through what needs to be done next rather than individuals trying to figure it out. Council asked if the neighbors were aware of the City's interest and concern with this area, Zollinger replied yes, that one of the residents brought the concern to her regarding the maintaining of the reserves. It was asked if they could potentially join the Park Glen HOA, Mr. Utt stated that he attended their meeting last week and mentioned that possibility but there is no decision yet. He informed Council that he sent letters out to the homeowners letting them know that there are no funds to cover fees mainly for the pavilion without raising the HOA fees. He also informed Council that they were under the impression that the lots behind Park Glen Estates were part of their HOA, but to his understanding now, they are not. They will be having a meeting on September 13th at 2 pm located at the mortuary and hope the residents come to express their opinions and offer suggestions on how to move forward. Council's concern is the maintenance of the ponds, Mr. Utt noted that one of their concerns is that one of the ponds is not on property in their HOA but is their responsibility to maintain rather than the houses that are in that area, yet they are not responsible for maintaining it. Mayor Ussery thanked Mr. Utt for coming to speak and told him to reach out if there is anything the City can do or offer suggestions, but stated that as HOA, they are their own legal entity.

9. Governing Body

Gordon – None.

Shore – Stated that delegates needed to be selected, Mayor Ussery said he has submitted himself and Justin Shore.

Warkins – None.

Palmer-Witt – None.

Chambers – None.

Ussery – The City has received the latest mutual aid agreement with Sedgwick County Fire District 1 (SCFD1). There are two main points that answers are needed for. One is that SCFD1 has taken the Townships out of scope which means if the Township chooses to have Clearwater Fire Department (CFD) provide fire protection, which they have already signed an agreement with the City to do, SCFD1 would not respond to an emergency situation, specifically a structure fire, if the Fire Department determined that additional assistance was needed. Mayor Ussery met with the CFD and reiterated that the stance is to move forward with our Fire Department. He believes that SCFD1 is playing a little bit of a bully. Mayor Ussery stated that CFD has professional and dedicated members. The other issue is the lack of auto aid acknowledgment, and he referenced Charles Engineering catching fire and CFD not receiving notification to help, so they would have to wait for SCFD1 to get to the scene to make an assessment before they could call in for mutual aid. This would be creating extra response time and is unnecessary in his opinion. The mutual aid agreement will be brought to the next council meeting for review. He noted that he reached out to the Township yesterday and they still have not received any notifications from SCFD1 even though they said they would be sending them letters separately when this all began. He does not believe the County and SCFD1 is acting in the best interests of the community. He believes that they cannot sustain rural Sedgwick County without the help of the rural fire departments.

10. Adjournment

Motion: *Shore* moved; *Warkins* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:12 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 August 25th, 2026, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 8th day of September 2026.

Jaye Poe, City Clerk



Clearwater, KS

Check Report

By Check Number

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1053	AMANDA REYNOLDS	08/11/2026	Regular	0.00	-70.00	52494
0319	EVERGY KANSAS CENTRAL	08/07/2026	Regular	0.00	9,814.04	52877
	Void	08/07/2026	Regular	0.00	0.00	52878
0518	KANSAS GAS SERVICE	08/07/2026	Regular	0.00	366.81	52880
0001	1ST DUE DIVISION, BANNER FIRE EQUIPMENT	08/12/2026	Regular	0.00	426.49	52881
1053	AMANDA REYNOLDS	08/12/2026	Regular	0.00	70.00	52882
0036	AMAZON BUSINESS	08/12/2026	Regular	0.00	514.92	52883
0048	APAC-KANSAS, INC. SHEARS DIVISION	08/12/2026	Regular	0.00	1,014.76	52884
0072	B & B LUMBER	08/12/2026	Regular	0.00	339.75	52885
0088	BECKER BROS.	08/12/2026	Regular	0.00	100.00	52886
0100	BOUND TREE MEDICAL	08/12/2026	Regular	0.00	545.98	52887
0152	CERTIFIED ENGINEERING DESIGN	08/12/2026	Regular	0.00	650.00	52888
0194	CLEARWATER WELLNESS CENTER	08/12/2026	Regular	0.00	90.00	52889
0198	CMI, INC	08/12/2026	Regular	0.00	84.41	52890
0221	CORE & MAIN LP	08/12/2026	Regular	0.00	7,500.00	52891
0255	DEBORAH PELZ	08/12/2026	Regular	0.00	130.00	52892
0261	DENISE DONNELLY-MILLS	08/12/2026	Regular	0.00	900.00	52893
0390	GRAINGER	08/12/2026	Regular	0.00	151.36	52894
0391	GRANT PROFESSIONALS ASSOCIATIO	08/12/2026	Regular	0.00	235.00	52895
0406	HOME DEPOT	08/12/2026	Regular	0.00	140.81	52896
0436	IRIS BLOSSOMS	08/12/2026	Regular	0.00	50.00	52897
0444	J. LARRY LINN	08/12/2026	Regular	0.00	1,175.00	52898
1089	J3 DESIGNS	08/12/2026	Regular	0.00	10,012.39	52899
0490	JUSTIN JACKS	08/12/2026	Regular	0.00	116.10	52900
0529	KANSAS ONE CALL SYSTEM, INC.	08/12/2026	Regular	0.00	82.46	52901
1078	KEELER CONSTRUCTION	08/12/2026	Regular	0.00	120,837.25	52902
0623	MEL HAMBELTON FORD	08/12/2026	Regular	0.00	149.32	52903
0629	METROPOLITAN AREA BUILD & CONS	08/12/2026	Regular	0.00	784.15	52904
0644	MIDWEST ROOFING SERVICES, INC	08/12/2026	Regular	0.00	961.64	52905
0656	MIZE'S THRIFTWAY	08/12/2026	Regular	0.00	207.18	52906
0671	NAVRAT'S OFFICE PRODUCTS	08/12/2026	Regular	0.00	1,076.81	52907
0691	ONESOURCE TECHNOLOGY, INC	08/12/2026	Regular	0.00	4,127.00	52908
0692	OPTIV SECURITY INC.	08/12/2026	Regular	0.00	70.54	52909
0687	O'REILLY AUTO PARTS	08/12/2026	Regular	0.00	64.67	52910
0694	ORKIN	08/12/2026	Regular	0.00	214.00	52911
1068	PHILIP L. WEISER	08/12/2026	Regular	0.00	1,050.00	52912
0720	PITNEY BOWES Reserve Account	08/12/2026	Regular	0.00	300.00	52913
0727	PRECISION PRINTING & SUPPLY CO	08/12/2026	Regular	0.00	1,140.00	52914
0735	PROFESSIONAL CODE COMPLIANCE	08/12/2026	Regular	0.00	1,800.00	52915
0769	ROASTER JOE'S	08/12/2026	Regular	0.00	41.50	52916
0788	SAM LLC	08/12/2026	Regular	0.00	3,960.00	52917
1044	SEDGWICK COUNTY CPAAA	08/12/2026	Regular	0.00	1,102.00	52918
0809	SEDGWICK COUNTY ELECTRIC COOP	08/12/2026	Regular	0.00	1,833.73	52919
0826	SIRCHIE ACQUISITION COMPANY	08/12/2026	Regular	0.00	50.26	52920
0840	SOUTH WEST BUTLER QUARRY	08/12/2026	Regular	0.00	318.21	52921
0843	SPECIALTY MECHANICAL INC	08/12/2026	Regular	0.00	339.11	52922
0896	TIMES-SENTINEL NEWSPAPERS	08/12/2026	Regular	0.00	147.00	52923
0910	TRUGREEN	08/12/2026	Regular	0.00	1,437.54	52924
1090	VALEEN PALMER	08/12/2026	Regular	0.00	20.00	52925
0941	WASTE CONNECTIONS, INC.	08/12/2026	Regular	0.00	18,280.33	52926
0955	WHITNEY LANDSCAPING	08/12/2026	Regular	0.00	4,555.00	52927
0968	WICHITA TRACTOR CO.	08/12/2026	Regular	0.00	97.71	52928
0002	1ST DUE EMERGENCY RESPONSE SOLUTIONS LL	08/26/2026	Regular	0.00	472.00	52929
0006	AAA PORTABLE SERVICES, INC. AAA PORT-O-JOI	08/26/2026	Regular	0.00	250.00	52930

Check Report

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0036	AMAZON BUSINESS	08/26/2026	Regular	0.00	294.92	52931
0072	B & B LUMBER	08/26/2026	Regular	0.00	93.81	52932
0100	BOUND TREE MEDICAL	08/26/2026	Regular	0.00	179.55	52933
1082	CADEN LANTZ	08/26/2026	Regular	0.00	295.80	52934
0162	CHARLES REITBERGER	08/26/2026	Regular	0.00	194.56	52935
0194	CLEARWATER WELLNESS CENTER	08/26/2026	Regular	0.00	90.00	52936
0228	CRAFCO, INC	08/26/2026	Regular	0.00	420.00	52937
1095	ELIZABETH G SCHMIDT	08/26/2026	Regular	0.00	184.70	52938
1091	FIREPENNY	08/26/2026	Regular	0.00	444.55	52939
0364	GALL'S INC.	08/26/2026	Regular	0.00	56.48	52940
1096	HEATHER M. STIVERS	08/26/2026	Regular	0.00	135.00	52941
0437	IRRIGATION BY DESIGN	08/26/2026	Regular	0.00	1,630.29	52942
0441	J & H STORAGE	08/26/2026	Regular	0.00	65.00	52943
0535	KANSAS STATE TREASURER	08/26/2026	Regular	0.00	610.76	52944
0535	KANSAS STATE TREASURER	08/26/2026	Regular	0.00	2,480.00	52945
0551	KG GUN WORKS	08/26/2026	Regular	0.00	975.00	52946
0563	KS DEPT OF HEALTH & ENVIRON.	08/26/2026	Regular	0.00	347.00	52947
1092	Landon J Churchman	08/26/2026	Regular	0.00	41.55	52948
0583	LEASE FINANCE PARTNERS	08/26/2026	Regular	0.00	571.09	52949
0597	LIVE ACTION SAFETY	08/26/2026	Regular	0.00	442.99	52950
0619	MCDONALD TINKER PA	08/26/2026	Regular	0.00	3,393.80	52951
0628	MERIDIAN ANALYTICAL LABS, LLC	08/26/2026	Regular	0.00	541.35	52952
0671	NAVRAT'S OFFICE PRODUCTS	08/26/2026	Regular	0.00	157.36	52953
1093	Nicholas J Schauf	08/26/2026	Regular	0.00	41.56	52954
0715	PETTY CASH	08/26/2026	Regular	0.00	50.00	52955
0720	PITNEY BOWES Reserve Account	08/26/2026	Regular	0.00	300.00	52956
0725	POSTALOCITY	08/26/2026	Regular	0.00	1,000.00	52957
0761	REVVER, INC	08/26/2026	Regular	0.00	3,123.12	52958
0779	RUUD CONCRETE LLC	08/26/2026	Regular	0.00	772.50	52959
0808	SEDGWICK COUNTY DEPT OF FINANCE	08/26/2026	Regular	0.00	120.51	52960
0835	SOUTH CENTRAL COURT SERVICES	08/26/2026	Regular	0.00	300.00	52961
0896	TIMES-SENTINEL NEWSPAPERS	08/26/2026	Regular	0.00	186.25	52962
0909	TRUE2U AUTOMOTIVE, LLP	08/26/2026	Regular	0.00	234.95	52963
0917	UNIFIRST CORPORATION	08/26/2026	Regular	0.00	170.62	52964
1090	VALEEN PALMER	08/26/2026	Regular	0.00	40.00	52965
0258	DELTA DENTAL	08/03/2026	Bank Draft	0.00	1,380.80	DFT0000405
0322	FARMERS BANK	08/03/2026	Bank Draft	0.00	7,640.31	DFT0000415
0142	CASEY'S	08/11/2026	Bank Draft	0.00	3,379.23	DFT0000418
0018	AFLAC	08/15/2026	Bank Draft	0.00	672.64	DFT0000422
0870	SURENCY LIFE & HEALTH INS CO	08/03/2026	Bank Draft	0.00	262.62	DFT0000424
0590	LIBERTY NATIONAL	08/03/2026	Bank Draft	0.00	526.58	DFT0000425
0205	COLONIAL LIFE INSURANCE CO.	08/06/2026	Bank Draft	0.00	87.30	DFT0000428
0559	KPERS	08/14/2026	Bank Draft	0.00	529.05	DFT0000429
0509	KANSAS DEPARTMENT OF REVENUE	08/14/2026	Bank Draft	0.00	130.40	DFT0000430
0431	INTERNAL REVENUE SERVICE	08/14/2026	Bank Draft	0.00	695.57	DFT0000431
0559	KPERS	08/14/2026	Bank Draft	0.00	223.33	DFT0000436
0509	KANSAS DEPARTMENT OF REVENUE	08/14/2026	Bank Draft	0.00	39.83	DFT0000437
0431	INTERNAL REVENUE SERVICE	08/14/2026	Bank Draft	0.00	205.96	DFT0000438
1040	Security Benefits	08/14/2026	Bank Draft	0.00	75.00	DFT0000439
0559	KPERS	08/14/2026	Bank Draft	0.00	42.88	DFT0000440
1039	EMPOWER RETIREMENT	08/14/2026	Bank Draft	0.00	877.00	DFT0000441
0686	NUESYNERGY HEALTH SAV ACCT	08/14/2026	Bank Draft	0.00	800.02	DFT0000442
0559	KPERS	08/14/2026	Bank Draft	0.00	6,997.65	DFT0000443
0509	KANSAS DEPARTMENT OF REVENUE	08/14/2026	Bank Draft	0.00	2,418.64	DFT0000444
0431	INTERNAL REVENUE SERVICE	08/14/2026	Bank Draft	0.00	12,033.52	DFT0000445
0134	CARDMEMBER SERVICES	08/12/2026	Bank Draft	0.00	4,017.90	DFT0000447
0134	CARDMEMBER SERVICES	08/12/2026	Bank Draft	0.00	-4,017.90	DFT0000447
0509	KANSAS DEPARTMENT OF REVENUE	08/12/2026	Bank Draft	0.00	450.30	DFT0000448
0509	KANSAS DEPARTMENT OF REVENUE	08/12/2026	Bank Draft	0.00	209.12	DFT0000449
0627	MERCHANT SERVICES	08/12/2026	Bank Draft	0.00	48.71	DFT0000450
0789	SAM'S CLUB	08/12/2026	Bank Draft	0.00	858.69	DFT0000451

Check Report

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0931	VERIZON WIRELESS	08/12/2026	Bank Draft	0.00	40.01	DFT0000452
0931	VERIZON WIRELESS	08/12/2026	Bank Draft	0.00	518.60	DFT0000453
0303	EMPRISE BANK	08/13/2026	Bank Draft	0.00	30,933.95	DFT0000455
0098	BLUE CROSS AND BLUE SHIELD	08/13/2026	Bank Draft	0.00	18,533.68	DFT0000456
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	36,391.25	DFT0000459
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	47,937.50	DFT0000460
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	106,575.00	DFT0000461
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	23,397.50	DFT0000462
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	57,728.75	DFT0000463
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	73,518.75	DFT0000464
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	552,834.38	DFT0000465
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	91,280.00	DFT0000466
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	19,075.00	DFT0000467
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	3,750.00	DFT0000468
0535	KANSAS STATE TREASURER	08/27/2026	Bank Draft	0.00	6,150.00	DFT0000469
0535	KANSAS STATE TREASURER	08/19/2026	Bank Draft	0.00	38,146.23	DFT0000470
H1036	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	8.66	DFT0000473
0559	KPERS	08/28/2026	Bank Draft	0.00	446.65	DFT0000474
0509	KANSAS DEPARTMENT OF REVENUE	08/28/2026	Bank Draft	0.00	114.49	DFT0000475
0431	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	462.53	DFT0000476
0559	KPERS	08/28/2026	Bank Draft	0.00	524.19	DFT0000477
0509	KANSAS DEPARTMENT OF REVENUE	08/28/2026	Bank Draft	0.00	128.71	DFT0000478
0431	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	687.59	DFT0000479
0590	LIBERTY NATIONAL	08/24/2026	Bank Draft	0.00	526.58	DFT0000480
1040	Security Benefits	08/28/2026	Bank Draft	0.00	75.00	DFT0000482
1039	EMPOWER RETIREMENT	08/28/2026	Bank Draft	0.00	877.00	DFT0000483
0686	NUESYNERGY HEALTH SAV ACCT	08/28/2026	Bank Draft	0.00	220.83	DFT0000484
0559	KPERS	08/28/2026	Bank Draft	0.00	7,251.46	DFT0000485
0509	KANSAS DEPARTMENT OF REVENUE	08/28/2026	Bank Draft	0.00	2,288.22	DFT0000486
0431	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	11,276.63	DFT0000487
0134	CARDMEMBER SERVICES	08/24/2026	Bank Draft	0.00	3,894.79	DFT0000491

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	144	87	0.00	220,182.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-70.00
Bank Drafts	57	57	0.00	1,176,179.08
EFT's	0	0	0.00	0.00
	201	146	0.00	1,396,291.38

Check Report

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Farmers Bank-Farmers Bank						
0356	FREEDOM CLAIMS	08/20/2026	Bank Draft	0.00	1,382.81	DFT0000416
0356	FREEDOM CLAIMS	08/18/2026	Bank Draft	0.00	275.88	DFT0000471
0356	FREEDOM CLAIMS	08/04/2026	Bank Draft	0.00	1,278.76	DFT0000472

Bank Code Farmers Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	2,937.45
EFT's	0	0	0.00	0.00
	3	3	0.00	2,937.45



Clearwater, KS

Payroll Check Register

Employee Pay Summary

Pay Period: 8/8/2026-8/21/2026

Packet: PYPKT00260 - 2026 08 2nd City Payroll
Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Allred, Emelia V	50131	08/28/2026		49.97	0.00	3.82	46.15
Baumann, Austin J	51065	08/28/2026		30.00	0.00	2.30	27.70
Berger, Kyle W	51018	08/28/2026		60.00	0.00	4.59	55.41
Berlin, Justine T	51094	08/28/2026		93.94	0.00	7.18	86.76
Biggs, Jason B	50016	08/28/2026		2,047.90	338.43	333.91	1,375.56
Burley, Jamie L	50019	08/28/2026		1,750.47	138.53	369.23	1,242.71
Canup, Phenmore E	51125	08/28/2026		21.12	0.00	1.62	19.50
Chambers, Dalton C	50116	08/28/2026		44.31	0.00	3.39	40.92
Childers, Kyla Renay	POOL00014	08/28/2026		47.19	0.00	3.61	43.58
Christiansen, Brylie Paige	51109	08/28/2026		47.63	0.00	3.64	43.99
Corr, Lisa S	51008	08/28/2026		60.00	0.00	4.59	55.41
Cowherd, Michael D	51036	08/28/2026		2,288.45	283.14	427.18	1,578.13
Dinwiddie, Jared K	51015	08/28/2026		872.69	0.00	234.93	637.76
Fisher, Taryne R	51105	08/28/2026		107.25	0.00	8.21	99.04
Gearhardt, Jason M	50060	08/28/2026		4,598.95	619.12	1,189.68	2,790.15
Gillespie, Reagan Nicole	POOL00011	08/28/2026		114.07	0.00	8.72	105.35
Gordon, Jason E	50104	08/28/2026		44.31	0.00	3.39	40.92
Grizzle, Richard E	51084	08/28/2026		60.00	0.00	4.59	55.41
Hagy, Victor L	51120	08/28/2026		96.40	0.00	7.38	89.02
Harp, Lee B	50063	08/28/2026		702.46	0.00	124.46	578.00
Hollis, Cole F	50015	08/28/2026		3,005.46	253.43	579.84	2,172.19
Ives, Kirk D	50056	08/28/2026		3,412.47	407.25	811.19	2,194.03
Ives, Amber E	50090	08/28/2026		1,930.61	247.95	372.35	1,310.31
Jacks, Justin T	50066	08/28/2026		3,150.77	491.20	336.88	2,322.69
Kenney, William Vincent	51127	08/28/2026		60.00	0.00	4.59	55.41
King, Layne Allen	POOL00002	08/28/2026		95.59	0.00	7.32	88.27
Kraft, Gibson R	51004	08/28/2026		45.00	0.00	3.44	41.56
Lambert, Patricia L	50017	08/28/2026		250.00	0.00	19.13	230.87
Lantz, Caden Tyler	PD00004	08/28/2026		1,800.00	158.00	260.78	1,381.22
McDanel, Jacob Michael	PW00004	08/28/2026		1,065.00	0.00	174.38	890.62
Mellen, Grant Robert	POOL00003	08/28/2026		66.44	0.00	5.08	61.36
Mishler, Johnny L	50025	08/28/2026		103.30	0.00	7.90	95.40
Nichols, Patricia L	50062	08/28/2026		1,425.09	151.59	254.32	1,019.18
Ohlde, Emmitt Ray	POOL00010	08/28/2026		96.03	0.00	7.34	88.69
Ostgren, Courtney L	50227	08/28/2026		3,715.13	442.81	928.97	2,343.35
Palmer-Witt, Shirley K	50111	08/28/2026		44.31	0.00	3.39	40.92
Pankratz, Tyler L	51063	08/28/2026		15.00	0.00	2.15	12.85
Pate, Henry A	51017	08/28/2026		60.00	0.00	4.59	55.41
Patrick, Justin R	51033	08/28/2026		1,064.21	0.00	213.24	850.97
Pickens, Michael A	50061	08/28/2026		3,081.76	184.91	675.34	2,221.51
Poe, Jaye D	50018	08/28/2026		2,496.73	224.80	505.19	1,766.74
Posch, Chadd A	50211	08/28/2026		2,142.40	327.04	204.45	1,610.91
Rakes, Andrew M	51045	08/28/2026		60.00	0.00	4.59	55.41
Ramsey, Matthew Deryk	FD00020	08/28/2026		30.00	0.00	2.30	27.70
Reitberger, Carol L	50002	08/28/2026		2,234.86	882.45	474.78	877.63
Riggs, Roy R	50080	08/28/2026		305.91	0.00	23.41	282.50
Robben, Timothy R	51039	08/28/2026		50.00	0.00	3.83	46.17
Roberson, Austin C	51121	08/28/2026		105.00	0.00	8.03	96.97
Roberson, Tyler J	51003	08/28/2026		30.00	0.00	2.30	27.70
Ross, Cooper H	51086	08/28/2026		2,533.80	367.59	434.28	1,731.93
Schauf, Nicholas J	51047	08/28/2026		90.00	0.00	6.89	83.11

Packet: PYPKT00260 - 2026 08 2nd City Payroll
Payroll Set: City of Clearwater - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Schauf, Donald J	50058	08/28/2026		345.00	0.00	46.39	298.61
Schroeder, Robert J	51101	08/28/2026		30.00	0.00	2.30	27.70
Schwerdtfeger, Cannon Scot	POOL00004	08/28/2026		44.55	0.00	3.41	41.14
Seiler, Patricia L	50215	08/28/2026		413.20	0.00	45.89	367.31
Shore, Justin L	50101	08/28/2026		44.31	0.00	3.39	40.92
Smith, Alaina M	51106	08/28/2026		45.68	0.00	3.49	42.19
Soeken, Ethan E	51083	08/28/2026		2,364.84	311.58	445.12	1,608.14
Templin, Jason D	51016	08/28/2026		45.00	0.00	3.44	41.56
Tracy, Chloe C	50176	08/28/2026		179.52	0.00	15.86	163.66
Ussery, Burt L	50107	08/28/2026		88.62	0.00	56.77	31.85
Vaughn, Timothy N	51103	08/28/2026		225.00	0.00	21.70	203.30
Walcher, Hadley E	51073	08/28/2026		51.84	0.00	3.96	47.88
Warkins, Samantha A	51102	08/28/2026		44.31	0.00	3.39	40.92
Wood, Brian A	51124	08/28/2026		15.00	0.00	1.15	13.85
Worman, Jacob A	51048	08/28/2026		15.00	0.00	1.15	13.85
Wulf, Kylee Renee	POOL00013	08/28/2026		64.57	0.00	4.94	59.63
Yates, Kyle S	51002	08/28/2026		60.00	0.00	4.59	55.41
Zimmerman, Trent A	51009	08/28/2026		15.00	0.00	1.15	13.85
Totals:				51,793.42	5,829.82	9,756.78	36,206.82

**City of Clearwater
City Council Meeting
September 4, 2026**

Designate a Safety Zone – Downtown Trick or Treat

Context: Downtown Trick or Treat will be held October 31, 2026 from 6 to 7:30. Because there will be many pedestrians in the downtown area and Chief Ives would like to designate Ross Ave between Tracy and Gorin as a Safety Zone (K.S.A 8-1460). The roads will be blocked between 5:30 and 7:30PM on October 31st for pedestrian traffic.

The city clerk will mail out notices to the businesses on these 2 blocks that will be affected by the road closure.

Financial: No financial impact.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the Ross Ave safety zone from Tracy to Gorin for the Downtown Trick or Treat.



To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: September 4, 2026
Re: Administration Report

- Due to the dry summer the sports complex is using more water than it has in the past several years. With only so many water rights for irrigation at the sports complex, Whitney Turf is trying to manage to put down the fall overseeding and still have enough water to germinate the seeds. If the city goes over the water rights, we will be penalized every day we continue to use over the amount. The fines can be anywhere from \$100 - \$1,000 per day. In addition to a fine the state can order a temporary reduction or suspension of the water right. We are monitoring the well readings weekly right now.
- The fence gate at Hammers Park was damaged while the bailing was being done, Public Works has fixed the damage. There is some more damage at the North end that will be fixed at a later time.
- The agreement between Sumner County Illinois Township and City of Clearwater has been signed by both parties. We are still waiting on Sumner County London Township.
- I will be out of the office during the week of September 14th.
- Year to Date (July 2026): 1% Sales Tax Collected: **\$272,899.47**
- Total Sales Tax Collected since January 2024: **\$1,001,376.09**

Dates to Remember

- September 29th – Council Workshop
- October 5th – Street Sweeping Start
- October 8th-10th – LKM Annual Conference
- October 16th-18th – Fall Festival
- October 31st – Downtown Trick or Treat

Active Nuisances/ Code Violations

205 S Tracy	148 N Lee	115 N Gorin	116 S Gorin	200 N Prospect	208 W Ross
143 S 2 nd	317 E Ross	219 S Prospect	120 W Ross	200 E Ross	114 S Byers
218 N Lee	South Crest	150 N Lee	400 E Ross	740 E Rolling Hills	115 S Byers
201 S Tracy	217 S Lee	216 S Tracy	209 S Lee	205 S Lee	205 S Gorin
148 S 1 st	628 E Park	201 N Gorin	217 N Gorin	223 N 1 st	720 E Rolling Hills



Clearwater, KS

My Budget Report - Revenue - Expenditure Group Summary

For Fiscal: 2026 Period Ending: 08/31/2026

AcctClas...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - GENERAL						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	1,815,595.04	1,815,595.04	21,035.47	1,569,484.25	-246,110.79	13.56%
3050 - INTERGOVERNMENTAL	827,000.00	827,000.00	10,540.28	510,845.25	-316,154.75	38.23%
3100 - LICENSES & PERMITS	56,100.00	56,100.00	1,920.80	48,284.69	-7,815.31	13.93%
3200 - CHARGES FOR SERVICES	327,900.00	327,900.00	26,964.87	254,361.14	-73,538.86	22.43%
3250 - FINES & FORFEITURES	80,000.00	80,000.00	13,351.79	65,920.85	-14,079.15	17.60%
3300 - USE OF MONEY & PROPERTY	42,300.00	42,300.00	7,122.91	66,751.23	24,451.23	57.80%
3350 - MISCELLANEOUS	325,105.00	325,105.00	117,003.58	320,903.47	-4,201.53	1.29%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	3,474,000.04	3,474,000.04	197,939.70	2,836,550.88	-637,449.16	18.35%
Dept: 401000 - ADMINISTRATION						
4001 - PERSONNEL SERVICES	370,310.00	370,310.00	27,954.04	245,516.02	124,793.98	33.70%
4020 - SUPPLIES & MATERIALS	36,150.00	36,150.00	2,442.36	20,678.47	15,471.53	42.80%
4100 - CONTRACTUAL	208,600.00	208,600.00	10,198.55	135,934.80	72,665.20	34.83%
4101 - CONTRACTUAL CITY WIDE	245,000.00	245,000.00	21,487.15	181,482.92	63,517.08	25.93%
4200 - TRANSFERS OUT	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%
Dept: 401000 - ADMINISTRATION Total:	864,560.00	864,560.00	62,082.10	583,612.21	280,947.79	32.50%
Dept: 401100 - SENIOR CENTER						
4001 - PERSONNEL SERVICES	43,660.00	43,660.00	3,963.11	33,451.05	10,208.95	23.38%
4020 - SUPPLIES & MATERIALS	2,698.00	2,698.00	338.19	587.11	2,110.89	78.24%
4100 - CONTRACTUAL	12,580.00	12,580.00	414.76	8,325.24	4,254.76	33.82%
4150 - CAPITAL OUTLAY	17,400.00	9,569.38	0.00	7,985.50	1,583.88	16.55%
4200 - TRANSFERS OUT	1,470.00	1,470.00	0.00	0.00	1,470.00	100.00%
Dept: 401100 - SENIOR CENTER Total:	77,808.00	69,977.38	4,716.06	50,348.90	19,628.48	28.05%
Dept: 402000 - POLICE						
4001 - PERSONNEL SERVICES	825,070.00	825,070.00	60,790.70	530,798.65	294,271.35	35.67%
4020 - SUPPLIES & MATERIALS	46,675.00	46,675.00	3,835.87	27,968.61	18,706.39	40.08%
4100 - CONTRACTUAL	75,620.00	75,620.00	1,946.46	49,021.48	26,598.52	35.17%
4150 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	481.42	3,518.58	87.96%
4200 - TRANSFERS OUT	28,400.00	28,400.00	0.00	0.00	28,400.00	100.00%
Dept: 402000 - POLICE Total:	979,765.00	979,765.00	66,573.03	608,270.16	371,494.84	37.92%
Dept: 402100 - COURT						
4001 - PERSONNEL SERVICES	34,100.00	34,100.00	2,312.76	21,314.64	12,785.36	37.49%
4020 - SUPPLIES & MATERIALS	1,845.00	1,845.00	47.31	1,560.48	284.52	15.42%
4100 - CONTRACTUAL	50,127.00	50,127.00	4,957.47	43,219.45	6,907.55	13.78%
4200 - TRANSFERS OUT	450.00	450.00	0.00	0.00	450.00	100.00%
Dept: 402100 - COURT Total:	86,522.00	86,522.00	7,317.54	66,094.57	20,427.43	23.61%
Dept: 403000 - PUBLIC WORKS						
4001 - PERSONNEL SERVICES	114,505.00	114,505.00	8,709.94	78,580.79	35,924.21	31.37%
4020 - SUPPLIES & MATERIALS	22,970.00	22,970.00	1,710.12	13,313.03	9,656.97	42.04%
4100 - CONTRACTUAL	30,525.00	31,825.00	810.53	19,099.06	12,725.94	39.99%
4150 - CAPITAL OUTLAY	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%
4200 - TRANSFERS OUT	24,740.00	24,740.00	0.00	0.00	24,740.00	100.00%
Dept: 403000 - PUBLIC WORKS Total:	195,040.00	196,340.00	11,230.59	110,992.88	85,347.12	43.47%
Dept: 404200 - FIRE						
4001 - PERSONNEL SERVICES	81,250.00	81,250.00	6,739.67	55,531.07	25,718.93	31.65%
4020 - SUPPLIES & MATERIALS	20,550.00	20,550.00	1,205.89	11,743.48	8,806.52	42.85%
4100 - CONTRACTUAL	60,135.74	60,135.74	1,763.25	41,561.23	18,574.51	30.89%
4150 - CAPITAL OUTLAY	89,800.00	89,800.00	932.92	55,297.92	34,502.08	38.42%

My Budget Report - Revenue - Expenditure

For Fiscal: 2026 Period Ending: 08/31/2026

AcctClas...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
4200 - TRANSFERS OUT	91,300.00	91,300.00	0.00	0.00	91,300.00	100.00%
Dept: 404200 - FIRE Total:	343,035.74	343,035.74	10,641.73	164,133.70	178,902.04	52.15%
Dept: 405100 - PARK						
4001 - PERSONNEL SERVICES	130,105.00	130,105.00	10,640.81	87,816.80	42,288.20	32.50%
4020 - SUPPLIES & MATERIALS	15,975.00	15,975.00	626.37	6,575.35	9,399.65	58.84%
4100 - CONTRACTUAL	102,811.00	101,511.00	8,716.99	70,350.11	31,160.89	30.70%
4150 - CAPITAL OUTLAY	500.00	4,695.00	0.00	4,414.99	280.01	5.96%
4200 - TRANSFERS OUT	6,740.00	6,740.00	0.00	0.00	6,740.00	100.00%
Dept: 405100 - PARK Total:	256,131.00	259,026.00	19,984.17	169,157.25	89,868.75	34.69%
Dept: 405200 - POOL						
4001 - PERSONNEL SERVICES	71,800.00	71,800.00	12,058.78	59,740.85	12,059.15	16.80%
4020 - SUPPLIES & MATERIALS	15,500.00	15,500.00	840.87	15,097.49	402.51	2.60%
4100 - CONTRACTUAL	13,450.00	13,450.00	1,899.52	11,878.53	1,571.47	11.68%
4150 - CAPITAL OUTLAY	13,000.00	8,310.12	0.00	8,310.12	0.00	0.00%
4200 - TRANSFERS OUT	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%
Dept: 405200 - POOL Total:	119,750.00	115,060.12	14,799.17	95,026.99	20,033.13	17.41%
Dept: 405300 - MUSEUM BUILDING						
4020 - SUPPLIES & MATERIALS	1,000.00	1,000.00	0.00	336.37	663.63	66.36%
4100 - CONTRACTUAL	10,050.00	10,050.00	593.50	7,943.60	2,106.40	20.96%
4150 - CAPITAL OUTLAY	0.00	8,325.50	0.00	8,325.50	0.00	0.00%
4200 - TRANSFERS OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
Dept: 405300 - MUSEUM BUILDING Total:	13,050.00	21,375.50	593.50	16,605.47	4,770.03	22.32%
Dept: 408000 - LIBRARY						
4020 - SUPPLIES & MATERIALS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
4100 - CONTRACTUAL	3,850.00	3,850.00	0.00	3,495.02	354.98	9.22%
4200 - TRANSFERS OUT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
Dept: 408000 - LIBRARY Total:	6,850.00	6,850.00	0.00	3,495.02	3,354.98	48.98%
Dept: 409000 - SPECIAL PROJECT						
4150 - CAPITAL OUTLAY	60,000.00	60,000.00	30,933.95	33,709.85	26,290.15	43.82%
4200 - TRANSFERS OUT	416,553.00	416,553.00	0.00	0.00	416,553.00	100.00%
Dept: 409000 - SPECIAL PROJECT Total:	476,553.00	476,553.00	30,933.95	33,709.85	442,843.15	92.93%
Fund: 100 - GENERAL Surplus (Deficit):	54,935.30	54,935.30	-30,932.14	935,103.88	880,168.58	-1,602.19%
Fund: 204 - LIBRARY						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	167,789.00	167,789.00	0.00	151,784.07	-16,004.93	9.54%
4200 - TRANSFERS OUT	168,160.00	168,160.00	0.00	151,784.07	16,375.93	9.74%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-371.00	-371.00	0.00	0.00	371.00	100.00%
Fund: 204 - LIBRARY Surplus (Deficit):	-371.00	-371.00	0.00	0.00	371.00	100.00%
Fund: 206 - SPECIAL HIGHWAY						
Dept: 000000 - NON-DEPARTMENTALIZED						
3050 - INTERGOVERNMENTAL	99,880.00	99,880.00	0.00	72,297.59	-27,582.41	27.62%
3300 - USE OF MONEY & PROPERTY	200.00	200.00	56.14	273.47	73.47	36.74%
4150 - CAPITAL OUTLAY	175,000.00	175,000.00	0.00	137,976.23	37,023.77	21.16%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-74,920.00	-74,920.00	56.14	-65,405.17	9,514.83	12.70%
Fund: 206 - SPECIAL HIGHWAY Surplus (Deficit):	-74,920.00	-74,920.00	56.14	-65,405.17	9,514.83	12.70%
Fund: 207 - DEPT ON AGING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3050 - INTERGOVERNMENTAL	35,000.00	35,000.00	4,341.32	24,784.49	-10,215.51	29.19%
4001 - PERSONNEL SERVICES	18,800.00	18,800.00	1,465.77	12,712.07	6,087.93	32.38%
4020 - SUPPLIES & MATERIALS	8,200.00	8,200.00	277.05	6,962.06	1,237.94	15.10%
4100 - CONTRACTUAL	7,412.00	7,412.00	560.72	5,076.14	2,335.86	31.51%
4150 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	100.00%

My Budget Report - Revenue - Expenditure

For Fiscal: 2026 Period Ending: 08/31/2026

AcctClas...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
4200 - TRANSFERS OUT	630.00	630.00	0.00	0.00	630.00	100.00%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-642.00	-642.00	2,037.78	34.22	676.22	105.33%
Fund: 207 - DEPT ON AGING Surplus (Deficit):	-642.00	-642.00	2,037.78	34.22	676.22	105.33%
Fund: 209 - SPECIAL PARKS						
Dept: 000000 - NON-DEPARTMENTALIZED						
3300 - USE OF MONEY & PROPERTY	0.00	0.00	14.85	125.28	125.28	0.00%
4150 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	-5,000.00	-5,000.00	14.85	125.28	5,125.28	102.51%
Fund: 209 - SPECIAL PARKS Surplus (Deficit):	-5,000.00	-5,000.00	14.85	125.28	5,125.28	102.51%
Fund: 401 - DEBT SERVICE						
Dept: 000000 - NON-DEPARTMENTALIZED						
3001 - TAXES	90,434.00	90,434.00	0.00	83,353.90	-7,080.10	7.83%
3020 - SPECIAL ASSESSMENT TAXES	306,864.04	306,864.04	0.00	221,792.31	-85,071.73	27.72%
3300 - USE OF MONEY & PROPERTY	800.00	800.00	170.03	4,842.46	4,042.46	505.31%
3350 - MISCELLANEOUS	86,000.00	86,000.00	7,166.67	57,333.36	-28,666.64	33.33%
4150 - CAPITAL OUTLAY	480,721.47	480,721.47	345,548.75	422,582.59	58,138.88	12.09%
Dept: 000000 - NON-DEPARTMENTALIZED Surplus (Deficit):	3,376.57	3,376.57	-338,212.05	-55,260.56	-58,637.13	1,736.59%
Fund: 401 - DEBT SERVICE Surplus (Deficit):	3,376.57	3,376.57	-338,212.05	-55,260.56	-58,637.13	1,736.59%
Fund: 501 - WATER OPERATING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3200 - CHARGES FOR SERVICES	477,000.00	477,000.00	47,594.86	364,420.83	-112,579.17	23.60%
3250 - FINES & FORFEITURES	100.00	100.00	0.00	0.00	-100.00	100.00%
3300 - USE OF MONEY & PROPERTY	500.00	500.00	692.86	4,139.23	3,639.23	727.85%
3350 - MISCELLANEOUS	0.00	0.00	40.54	665.34	665.34	0.00%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	477,600.00	477,600.00	48,328.26	369,225.40	-108,374.60	22.69%
Dept: 423000 - WATER - GEN. & ADM						
4001 - PERSONNEL SERVICES	117,755.00	117,755.00	9,528.05	84,755.11	32,999.89	28.02%
4020 - SUPPLIES & MATERIALS	51,950.00	51,950.00	943.87	34,702.07	17,247.93	33.20%
4100 - CONTRACTUAL	74,000.00	74,000.00	6,376.95	50,147.06	23,852.94	32.23%
4150 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	146.00	854.00	85.40%
4200 - TRANSFERS OUT	224,777.00	224,777.00	13,036.41	104,291.28	120,485.72	53.60%
Dept: 423000 - WATER - GEN. & ADM Total:	469,482.00	469,482.00	29,885.28	274,041.52	195,440.48	41.63%
Fund: 501 - WATER OPERATING Surplus (Deficit):	8,118.00	8,118.00	18,442.98	95,183.88	87,065.88	-1,072.50%
Fund: 550 - SEWER OPERATING						
Dept: 000000 - NON-DEPARTMENTALIZED						
3200 - CHARGES FOR SERVICES	518,200.00	518,200.00	42,058.14	355,654.45	-162,545.55	31.37%
3300 - USE OF MONEY & PROPERTY	1,000.00	1,000.00	1,022.64	6,711.04	5,711.04	571.10%
3350 - MISCELLANEOUS	0.00	0.00	43.50	43.50	43.50	0.00%
Dept: 000000 - NON-DEPARTMENTALIZED Total:	519,200.00	519,200.00	43,124.28	362,408.99	-156,791.01	30.20%
Dept: 433000 - SEWER - COMMERCIAL & ADM.						
4001 - PERSONNEL SERVICES	116,855.00	116,855.00	9,505.02	84,090.55	32,764.45	28.04%
4020 - SUPPLIES & MATERIALS	9,950.00	9,950.00	383.62	4,663.62	5,286.38	53.13%
4100 - CONTRACTUAL	55,300.00	55,300.00	19,592.95	37,299.38	18,000.62	32.55%
4150 - CAPITAL OUTLAY	600.00	600.00	0.00	0.00	600.00	100.00%
4200 - TRANSFERS OUT	328,777.00	328,777.00	20,203.08	161,624.64	167,152.36	50.84%
Dept: 433000 - SEWER - COMMERCIAL & ADM. Total:	511,482.00	511,482.00	49,684.67	287,678.19	223,803.81	43.76%
Fund: 550 - SEWER OPERATING Surplus (Deficit):	7,718.00	7,718.00	-6,560.39	74,730.80	67,012.80	-868.27%
Report Surplus (Deficit):	-6,785.13	-6,785.13	-355,152.83	984,512.33	991,297.46	14,609.85%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL	54,935.30	54,935.30	-30,932.14	935,103.88	880,168.58
204 - LIBRARY	-371.00	-371.00	0.00	0.00	371.00
206 - SPECIAL HIGHWAY	-74,920.00	-74,920.00	56.14	-65,405.17	9,514.83
207 - DEPT ON AGING	-642.00	-642.00	2,037.78	34.22	676.22
209 - SPECIAL PARKS	-5,000.00	-5,000.00	14.85	125.28	5,125.28
401 - DEBT SERVICE	3,376.57	3,376.57	-338,212.05	-55,260.56	-58,637.13
501 - WATER OPERATING	8,118.00	8,118.00	18,442.98	95,183.88	87,065.88
550 - SEWER OPERATING	7,718.00	7,718.00	-6,560.39	74,730.80	67,012.80
Report Surplus (Deficit):	-6,785.13	-6,785.13	-355,152.83	984,512.33	991,297.46

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: September 3, 2026
Re: Fire Department Staff Report

- Clearwater Fire responded to **6** medical calls and **3** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **17** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date Missed:
 - Medical – 1 @ 8:47am
 - Fire - 0
- To Date: The CRV has been unstaffed **11** times.
- **BURN BAN:** Sedgwick and Sumner Counties are currently under a burn ban. CFD is honoring this ban as well. Both counties will reevaluate fire weather conditions after 10 days and may either cancel or continue the ban.
- Personnel trained on radio operations and radio communications at our last training on the 1st. This was a combined fire and medical training.
- The department is seeking bids to have the Trailblazer command vehicle repainted. The department's intention is to utilize donation funds to cover the cost.
- CFD assisted with the Tiny Tikes Triathlon on August 26th by spraying down the kids at the conclusion of the event.
- The Department provided medical stand by for the cross country meet on Thursday and home football game on Friday.
- The Department is currently arranging meetings with Cheney, Conway Springs, Fire District #9 (Belle Plaine), and Mulvane to update/implement mutual/auto aid agreements. Once we have met and have implemented standards for the agreements, the proposals will be submitted to the Mayor and Governing Body for acceptance and approval.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: September 3, 2026

Re: Police Department Staff Report

Officers:

Officer Caden Lantz is doing well at KLETC. He keeps us all updated on his training by email.

Sgt. Jacks is getting ready for the school events and to kick off D.A.R.E. His S.A.F.E program for seatbelt safety is also going well.

Police Clerk:

SPV permits count is setting at 125. We know there will be a jump come Fall Festival time.

Building:

No issues.

Vehicles:

Regular maintenance.

Matters of interest since the last meeting on Police Activity:

We have had 54 dispatched/reported calls with 7 arrests and 17 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: September 8, 2026

Subject: Public Works Summary

1. Rolled compost wind rows
2. Repaired bent wheel spindle on Speed mover
3. Realign belts on pool cleaning robot
4. Hot mix asphalt on section of road shoulder on 100 block on N Tracy (35 tons)
5. Repair 2 sections of fence at Hammers Park
6. Replaced water service line at senior center after 3rd break in line in less than 10 years
7. Cut holes for antenna in new meter lids
8. Drained pool
9. Sprayed fence lines at sewer ponds
10. Cleaned the concrete spillway at park glen ditch
11. Trimmed trees above the streets
12. Cleaned 6, 7, & 8 well houses



Clearwater Senior Center

Staff Report

September 2, 2026

To: Mayor & City Council

From: Amber Ives, Coordinator

National Senior Center Month has arrived, and the participants are already excited about the events I have planned out for this month. The most exciting new thing is a "passport" to celebrations. Each special event they attend, they can earn a sticker ranging from 1-4 candles. Once they have 10 candles, they will be entered into a drawing for a basket that has been donated to the Center. If they bring in a NEW participant, they will receive 5 candles. This is the talk of the Center, and they are so excited to get a sticker for participating.

We will have an RSVP Orientation meeting on Friday, September 4, for those interested in volunteering and being a part of this program.

KSN was out to do some video covering with the Mobile Market on August 27th. I do not believe this has been on the air yet, but they really only interviewed one of our members, but the story was all about the mobile market and it just happened to be at our beautiful place...under construction.

Respectfully,

Amber Ives

Senior Center Coordinator

**City of Clearwater
City Council Meeting
September 8, 2026**

Mutual Aid Agreement - Sedgwick County Fire District #1

Context: Sedgwick County Fire District No. 1 has provided the City with a revised Partnership Agreement for Mutual Aid Response. The agreement establishes the terms under which either agency may request assistance when an emergency or disaster exceeds the resources available within its jurisdiction. This agreement does not include areas of Ninnescah Township outside of city limits. If there is a structure fire that is beyond our capabilities in the Township, under this agreement, the County is saying they will not respond.

The proposed agreement has a three-year term and would replace any existing or former agreements between the parties concerning fire protection aid response. Council should review the terms and discuss whether the agreement provides the level of mutual assistance expected by the City.

Financial: Neither party would receive compensation or reimbursement from the other for costs incurred under the agreement.

Legal Considerations: Either party may terminate the agreement for convenience with 90 days' written notice or immediately for cause. Review and comment as necessary.

Recommendations/Actions: Discuss the proposed agreement and identify any recommended changes, or approve the Partnership Agreement for Mutual Aid Response as presented and authorize the Mayor to execute the agreement on behalf of the City.

PARTNERSHIP AGREEMENT FOR MUTUAL AID RESPONSE

by and between:

SEDGWICK COUNTY FIRE DISTRICT NUMBER 1

and

CITY OF CLEARWATER, KANSAS

This Agreement made and entered into this ____ day of _____ by and between the City of _____, Kansas ("City"), and the Board of County Commissioners of Sedgwick County, Kansas sitting as the Fire Board of Sedgwick County Fire District Number 1, Kansas ("Fire District").

WITNESSETH:

WHEREAS, it is expected that both City and Fire District shall consistently maintain staffing and equipment levels adequate to respond to, and mitigate, all standard or reasonably anticipatable alarms. As a minimum, such adequate staffing shall be anticipated to include not less than ten qualified fire responders available to respond to the scene of structure fires;

WHEREAS, City and Fire District shall continue to maintain their own fire personnel and equipment and make every effort to respond to all alarms in their Jurisdiction;

WHEREAS, however, by reason of the outbreak of fires in various parts of the Fire District or City, the parties may require assistance of other fire departments to supplement their respective fire-fighting capabilities when addressing fire incidents that are beyond the capacity of the local Jurisdiction; and

WHEREAS, for the mutual protection of life and property and to provide for more efficient use of all available equipment, both in the area served by Fire District and City, the parties mutually agree to provide mutual aid response assistance as agreed to herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance ("Requesting Organization") from the other party in responding to an Emergency or Disaster ("Responding Organization") that exceeds the resources available in the Requesting Organization's Jurisdiction.

2. Definitions. For purposes of this Agreement, Emergency and Disaster are defined as follows:

- a. "Disaster" means any event which has been officially declared a 'disaster' by the Sedgwick County Commission chair, or gubernatorial or presidential executive order.
- b. "Emergency" means any incident involving fire outbreak that (1) extends past the structure of origin, (2) poses a major threat to public safety, and (3) causes, or threatens to cause, loss of life, serious injury, or major harm to public health or the environment, or alternatively, a technical rescue or hazardous materials (HAZMAT) incident, which the Fire Incident Commander has declared as being beyond the jurisdiction's capabilities and warrants a request for aid from the State Fire Marshal's Office.

- c. "Fire Incident Commander" means the Requesting Organization fire-fighting officer overall responsible for managing all aspects of a fire, ensuring safety, coordinating resources and making critical operational decisions at the scene of the fire outbreak. Said Fire Incident Commander shall be an officer who has certifications, training or prior experience in incident command.
- d. "Jurisdiction" means:
 - i. For Fire District, those areas that are within the boundary of Sedgwick County Fire District #1.
 - ii. For City, that area within the respective city limits.

3. Term. The term of this Agreement shall begin on the date of last approval by the governing bodies of the parties and shall continue for three years. This agreement shall supersede and replace any and all existing or former agreements between the parties concerning fire protection aid response. Both Fire Chiefs of the parties shall review this Agreement annually.

4. Procedure for Making Requests for Assistance.

- a. When either party becomes affected by a Disaster or Emergency, they may request emergency-related mutual aid assistance through the on-scene Fire Incident Commander.
- b. The Fire Incident Commander shall transmit the request to: (1) the Sedgwick County Emergency Communications Center (for either party), (2) the on-duty Division Chief of the Fire District (for requests from City), or (3) the Fire Chief or the Chief's designated agent (for requests from Fire District). No Fire Incident Commander shall request assistance until they are on-scene of the Emergency or Disaster and they reasonably determine that their jurisdiction's available fire protection resources are deemed inadequate to address the incident. Requests for assistance can only be transmitted by the Fire Incident Commander.
- c. A request should include a synopsis of the situation, the amount of local personnel and equipment presently on-scene, and the amount and type of personnel and equipment believed necessary, though the ultimate amount and type of equipment and the number of personnel to be furnished shall be determined by the Fire Chief or Chief's designated agent of the Responding Organization (or, alternatively, the Division Chief if Fire District is responding).
- d. A Responding Organization is not required to dispatch equipment or personnel if conditions in their Jurisdiction are such that adequate equipment or personnel are unable to be assigned to Requesting Organization. Such determination shall be made by the respective Responding Organization Fire Chief or the Chief's designated agent, who shall inform Requesting Organization Fire Incident Commander as soon as practicable.
- e. Any Responding Organization personnel shall report to the on-scene Fire Incident Commander of the Requesting Organization. The arrival of Responding Organization personnel does not remove any of the duties of the local Fire Incident Commander.
- f. In the event that Responding Organization's Fire Chief determines their dispatched personnel or equipment are necessary to address any situation requiring fire protection services within their Jurisdiction, such personnel or equipment shall be released from further performance under this Agreement as quickly as can be accomplished safely.
- g. The parties agree that Receiving Organization shall coordinate and utilize a standard Incident Command System ("ICS"), to the greatest extent possible, for a situation requiring mutual aid assistance under this Agreement. Requesting Organization's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the

U.S. Department of Homeland Security.

5. Compensation. No party shall be compensated or reimbursed by the other party for any costs incurred pursuant to this Agreement.

6. Property. Under the terms of this Agreement, no real estate or personal property shall, in any manner, be acquired, held or disposed of.

7. Training. Both agencies shall participate in a minimum of three (3) joint two (2) hour training exercises annually.

8. Equipment Maintenance. Each party shall comply with the requirements of law regarding maintenance and operation of their individual fire fighting equipment.

9. Vehicles. Any fire-fighting or rescue vehicle furnished by the City when responding to a request for assistance from Fire District shall have the right-of-way on the public highway when going to and returning from any such alarm, as provided by law. Any fire-fighting or rescue vehicle furnished by Fire District when providing assistance to City shall have the right-of-way on City streets when going to and returning from any such request for assistance, as provided by law.

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

County: Sedgwick County Fire District Number 1
Attn: _____

and

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

City: City of Clearwater
Attn: _____
129 E. Ross
Clearwater, KS 67026

11. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by a party, the other party may immediately terminate this Agreement by providing written notice to the violating party.

B. Termination for Convenience. This Agreement may be terminated at any time by either party by serving ninety (90) days written notice upon the other party.

12. Hold Harmless and Indemnification. Subject to the limitations of applicable law, each party shall indemnify and hold harmless the second party, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all claims, loss or damage to the extent such claims, loss and/or damage arises out of the first party's respective negligence and/or willful, wanton or reckless conduct in performance under this Agreement. This language shall have no bearing on the provisions of Section 13.

13. Waiver of Claims. Each party waives claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of performance of this Agreement.

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

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

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

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

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

19. Retention of Records. Both parties shall attempt to obtain and maintain the information necessary to complete the State Fire Incident Report and shall exchange such information as needed. In addition, information pertaining to insurance, statistics for fire loss data, fire investigation, etc. shall be obtained from the other party as needed.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals.

20. Exclusive Application. It is specifically agreed between the parties executing this Agreement that it is not intended, by any provisions of any part of this Agreement, to create a third-party beneficiary of the public or any member of the public, or to authorize anyone not party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

21. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be

construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

22. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

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The provisions of this Agreement shall become effective by due passage of the governing bodies. This Partnership Agreement is authorized by K.S.A. 12-2908, and shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.* IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GOVERNING BOARD OF SEDGWICK
COUNTY FIRE DISTRICT NUMBER ONE

CITY OF CLEARWATER

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Kelly B. Arnold
County Clerk

**City of Clearwater
City Council Meeting
September 8, 2026**

Order of Violation – 116 S Gorin

Context: Professional Code Compliance has identified exterior conditions at 116 S. Gorin St. that fall within the property-maintenance conditions addressed by Section 8-608 of the Clearwater City Code. Section 8-608 makes it unlawful to allow conditions on residential, commercial, or industrial property that are injurious to public health, safety, or general welfare, or detrimental to adjoining property, the neighborhood, or the City.

The case was created on February 3, 2026 and a door hanger was left for the owner and follow up visits have not shown progress.

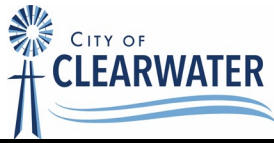
The proposed Order of Violation directs the property owner to alleviate the identified exterior conditions within 10 days after receipt of the Order. The owner may instead submit a written request for a hearing before the Governing Body or its designee within the same 10-day period. The Order also allows the owner to request additional time upon demonstrating due diligence toward correcting the conditions.

If the conditions are not corrected and a hearing is not timely requested, the City may proceed with enforcement authorized by ordinance and Kansas law, including prosecution in Municipal Court, abatement by the City, assessment of costs, or other applicable penalties. Any further enforcement should follow the notice and procedural requirements of Chapter VIII of the City Code.

Financial: No immediate financial impact is anticipated by issuing the Order.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Staff recommends that the Governing Body authorize the Mayor to sign and issue the attached Order of Violation for 116 S. Gorin St.



ORDER OF VIOLATION

Date: 9/9/2026

To: Everett Jackson
116 S. Gorin St.
Clearwater, KS 67026

Property Address: 116 S. Gorin St., Clearwater, KS 67026

Pursuant to Chapter VIII of the Clearwater, Kansas Code of Ordinances, the City of Clearwater has determined that the exterior conditions of the above-described property violate Section 8-608 of the Clearwater City Code.

The violation is caused by the scattering over or the parking, leaving, depositing, or accumulation on the yard of any of the following:

- (1) lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, junk, or refuse;
- (2) abandoned motor vehicles;
- (3) furniture, stoves, refrigerators, televisions, sinks, bicycles, lawn mowers, or other such items of personal property; or
- (4) nauseous substances, carcasses of dead animals, or places where animals are kept in an offensive manner.

YOU ARE HEREBY ORDERED to alleviate the violation(s) described within 10 days from the date of the receipt of this Order.

In the alternative, you may request a hearing before the Governing Body or its designee regarding this Order by submitting a written request to the Governing Body within 10 days from the date of the receipt of this Order.

You may request an extension of time to alleviate the violation(s) or request a hearing if you demonstrate due diligence in the abatement of the conditions which have caused the violation.

Failure to alleviate the above-described conditions or to timely request a hearing may result in prosecution in Clearwater Municipal Court, abatement by the City, assessment of costs, or other penalties authorized by ordinance and Kansas law.

Mayor, City of Clearwater

Jun 2, 2026 at 11:51:11 AM
Clearwater, KS 67026



Jun 2, 2026 at 11:51:14 AM
Clearwater, KS 67026



Jun 2, 2026 at 11:51:16 AM
Clearwater, KS 67026



Jun 2, 2026 at 11:51:50 AM
Clearwater, KS 67026



Jun 2, 2026 at 11:51:52 AM
Clearwater, KS 67026



8/25/2026



8/25/2026



8/25/2026



8/25/2026



8/25/2020



**City of Clearwater
City Council Meeting
September 8, 2026**

Baughman and Co – Urban Growth Amendment

Context: At the last council meeting the Governing Body agreed to amend the Urban Growth Area map located in the 2022 Comprehensive Plan. In order to amend the map, the Planning Commission must review the map, hold a hearing, and adopt a resolution before it comes back to council. The council would then adopt an ordinance approved of the amendment to the Comprehensive Plan. After the formal plan is adopted, the city can then apply for an Urban Area of Influence change with Metropolitan Area Planning Department and County Commission.

To ensure the Planning Commission and Governing Body get the amendment correct it is recommended to hire Planning Consultant to help walk through the process and create the appropriate documents for the amendment.

Financial: The Administration budget for Planning Consultant is \$2,000 for 2026. Baughman and Co will charge \$150/hour not to exceed \$3,000.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Authorize the City Administrator to sign the engagement letter with Baughman & Co to assist with Comprehensive Plan Amendments.



September 3, 2026

Courtney Zollinger
City Administrator
City of Clearwater
P.O. Box 453
Clearwater, KS 67026
(via email)

RE: Proposal to assist the City of Clearwater with Comprehensive Plan Amendments.

Dear Ms. Zollinger:

Provided herein is our proposal for professional services associated with proposed amendments to the City of Clearwater Comprehensive Plan.

Work performed under this contract shall be billed at a rate of one hundred and fifty dollars (\$150.00) per hour and shall not exceed three thousand dollars (\$3,000), unless mutually agreed to by both parties.

If this proposal is acceptable to you, please sign and date where indicated below, then return it to our office. Thank you for contacting our office for this proposal. We look forward to working with you on this project.

Sincerely,
Baughman Company, P.A.

Russ Ewy, AICP

Accepted:

Courtney Zollinger

Date

