



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

City of Clearwater Council Meeting Agenda
Tuesday May 26, 2020 at 6:30pm
129 E Ross Clearwater, KS 67026

NOTICE: Due to the COVID-19 City Hall will be closed to the public and citizens will not be able to attend the council meeting in person. You may listen to the business meeting through your computer, smart phone, or tablet at the following link.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/660785877>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 660-785-877

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- 1. Call to Order/ Invocation and Flag Salute**
- 2. Invocation and Flag Salute**
- 3. Roll Call**
- 4. Approval of Agenda**
- 5. Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
- 6. 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. [05/12/20 Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
 - c. [RSVP Transportation Agreement](#)
 - d. [Victory Pyrotechnics Firework Contract](#)
- 7. Staff Reports**
- 8. Business**
 - a. **Action:** Remote Collection Site Agreement
 - b. **Review:** 1st Quarter Financials
 - c. **Action:** Sale of Surplus Property
 - d. **Action:** Approve use of Discretionary Funds for Server Replacement
 - e. **Action:** Well #2 Upgrade Proposal
 - f. **Discussion:** Pool Opening
- 9. Administrators Report**
- 10. Governing Body Comments**
- 11. Adjournment**

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1058

Resolution: 07-2020

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**
May 12, 2020
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, Shirley Palmer-Witt, Chris Griffin, and Chad Pike were present. (Justin Shore was by phone)

Yvonne Coon was absent.

The following staff members were present:

Ron Marsh, City Administrator, Courtney Meyer, City Clerk.

Others Present by phone: Jared Dinwiddie, Kirk Ives, Ernie Misak, Justin Patrick, Chadd Posch, Austin Parker, City Attorney.

3. Approval of the Agenda

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated no.

Mayor Ussery called for a motion to approve the agenda as presented.

Motion: *Palmer-Witt* moved, *Pike* seconded to accept the agenda as presented. Voted and passed unanimously.

4. Public Forum

Mayor Ussery opened the public forum for people to come of mute or type their statements in the comments box on GoToMeetings. None

5. Approve Consent Agenda

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

Minutes: 04/28/20

Claims and Warrants

City Park Concession Agreement

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

6. National Police Week May 10 – 16, 2020 Proclamation

7. National Foster Care Month Proclamation

8. Staff Reports

- a. Police Department – Kirk Ives –Palmer-Witt asked if the new Durango was in service. Ives reported it was but looked exactly like the other one. The only difference is one of them as a #2

on the door and the other one has a #5. Council had no other questions.

- b. Fire Department –Jared Dinwiddie –Palmer-Witt asked if there was typically more than one respond at a time. Dinwiddie stated not typically. Council had no other questions.
- c. Public Works – Ernie Misak – Palmer-Witt asked if the street sweeper worked when the roads were wet. Misak reported that it does not work well. Council also asked if the Garvey Line was just located would be on the new GIS system along with any other abandoned like that was located. Staff stated they would ask Midland how other towns approach abandoned lines. Council had no other questions.
- d. Parks & Maintenance – Chadd Posch – Council had no questions.

9. **Cares Act Presentation**

Mayor Ussery informed Council of the Title V (Coronavirus Relief) Funding available through Sedgwick County for purchases made 3/1/2020 through 12/31/2020 specifically for COVID-19.

Mayor Ussery also stated that the City of Clearwater will be looking into applying for a CDBG-CV Grant for the community.

10. **Business**

a. **Mayoral Appointments**

Per State Statute and Clearwater Municipal Code, the Mayor is required at the first meeting in May to appoint the following city officers for the City:

State Statute 15-204 requires the Mayor appoint a City Clerk, Treasurer, Freedom of Information Officer, Municipal Judge, Chief of Police and Law Enforcement Officers (City Code 22-19, 22-20).

City Code requires the Mayor appoint a Fire Chief (14-20) and Emergency Management Coordinator (12-23).

City Code, Chapter 2 Article 4, requires the Mayor appoint members of the Planning Commission, Senior Community Advisory Board, Public Building Commission, the Park Advisory Board and two representatives to the Chisholm Trail Recreation Commission to staff each entity or fill vacancies. Appointments are also done to fill vacancies as they occur throughout the year.

The Mayor also will reappoint all volunteer members of the Fire Department at the first meeting in May. Volunteers are also appointed throughout the year as they join the service.

The list of appointments are available at City Hall or they can be found in the Council Packet dated May 12, 2020 online.

Motion: Shore moved, **Pike** seconded to approve the Mayoral Appointments. Voted and passed unanimously.

b. **Consider After Prom Request for use of City Pool**

Adrienne Noland and Stephanie Carlson explained the school is planning on having a prom so the after-prom committee would like to have a pool party for the after prom. The information is listed below.

- Clearwater High School After Prom July 24, 2020. 11pm-1am.
- Fees waived if possible. Extra money will go to the kids for prizes
- Attendees: Juniors and Seniors from Clearwater High School and their guests

- Must have attended prom to be allowed in
- Estimate 150-200 kids and chaperones
- Lifeguard concern: Most pool employees are juniors & seniors at CHS & would attend this party. Can we get lifeguards from another pool or the YMCA to cover? We will pay them.
- Chaperones to decorate after pool closes for the day
- Decorations to include Christmas lights, glow in the dark beach balls, tiki torches, etc.
- DJ/Emcee for games/prizes, etc. Set up on pool deck.
- Massage chairs with licensed masseuse
- Yard games on pool deck – corn hole, Yatzee, fowling, etc.
- Clean up after 1 am
- Temporary fence placed during the day that doesn't need to be closed off until 11 pm.
- Fence to keep kids from coming and going. Adult chaperones will be present to monitor.
- Pool parking lot closed (or half closed) for Pig Roast & Fire Dancers.
- Fire Dancers 11:00-11:30 pm: Phlox Fire
- Will need approval from Fire Chief before they will perform.
- Hog roast & donated pizza for food. Water in coolers for beverages.
- Non-alcoholic frozen drink machines in concession area
- Tables & chairs in parking lot for seating.
- Student & chaperone parking at CIMS, City Park, Walt's, Casey's, Historical Building

Council reviewed the request and discussed and determined that the school will be responsible for the students who attend. The City would agree to waive the cost for the party. Staff is to check with insurance to see if the City is covered if an event were to occur since the after-prom party is not technically a school event. Council questioned if the Chief of Police would have to have extra officers on duty for that night and Chief Ives reported they would figure it out. Staff was also to check with the Pool Manager to see what number of guards would be needed to cover such an event. Staff will be looking into the option of using our EMT/Firefighters as an option to monitor the pool instead of the high school guards since they would most likely be attending the after-prom party.

Motion: *Griffin* moved, *Shore* seconded to approve, contingent upon insurance approval, after-prom party at the pool and waive the fee. Voted and passed unanimously.

c. Budget Calendar

JUNE 3,4,8,10 - Department Budget Meetings

JUNE 23 - Regular Meeting/ Budget Rollup & Discussion

JUNE 30 - COUNCIL BUDGET WORKSHOP

JULY 1 - County Clerk notifies City of estimated assessed value

JULY 7 - Council reviews budget and makes change if necessary

JULY 21 - Council adoption of Budget for Publication

JULY 30 - Publish Public hearing in Times Sentinel

AUGUST 11 - Public Hearing on Budget/ Adopt Budget

AUGUST 25 - City Clerk certify all taxes and special assessments to County Clerk. Budget DUE

11. Administrators Report

- With City Hall re-opening to the Public this week, we have purchased masks for all city staff to utilize when interacting with the Public.
- The Senior Center will re-open to the public on Monday, May 18th.

- The City of Wellington has approved purchasing the Ford TraumaHawk ambulance for \$90,000. This money will go into the Fire Department equipment reserve fund.
- Clearwater will host a remote collection event for the Sedgwick County Household Hazardous Waste Department on June 20th in the sports complex parking lot. The event will be from 9a – 1p. Sedgwick County will be drafting a contract for Council to approve and provides all the equipment necessary. Our Public Works personnel will help that day.
- Since Waste Connections cancelled our spring curbside cleanup, we have been given the option of having the fall drop off cleanup as scheduled on October 16-17 or having a curbside pickup on November 7th. Discussing with staff and the unanimous agreement was the curbside pickup is favored by the citizens. We have informed Waste Connections we would like to have curbside cleanup on Nov 7th.
- As of right now, City wide garage sales will be the first weekend in June.
- Jeff Laha will be holding a disc golf tournament on May 23rd. All the proceeds from the tournament are split between the Clearwater Lions Club and the Clearwater Village Retirement Center.
- Wholesale Fireworks has paid permit fee for the sale of fireworks for the Government Class fundraiser. Fireworks will be sold July 1 – July 4 which falls within City Code.

12. **Governing Body Comments**

Griffin had nothing to report

Pike had nothing to report

Palmer-Witt asked if anymore lots have sold in Chisholm Ridge. Meyer answered no but there have been more inquiries.

Shore thanked all that was involved with the coordination of the graduation parade.

Ussery informed council the City closed on the sale with PCCA and the business park. The amount that the City will receive is \$345,048.65. Council will discuss how to apply the money at the next council meeting. There are no further updates from the nursing home currently.

It was discussed and decided that the next council meeting, the Governing Body will be at City Hall and there will still be a call-in conference call set up for attendees.

13. **Adjournment**

With no further discussion Mayor Ussery called for a motion to adjourn.

MOTION: *Palmer-Witt* moved; *Pike* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:25 PM

CERTIFICATE

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

I, Courtney Meyer, 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 May 12, 2020 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 26th day of May 2020

Courtney Meyer, City Clerk

Check Register Report

Date: 05/22/2020

Time: 2:48 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
46259	05/27/2020	Printed			ACT	ACTIVE 911	SUBSCRIPTION	312.00
46260	05/27/2020	Printed			AMAZ	AMAZON BUSINESS	BLUE GLOVES/BOX 100	229.89
46261	05/27/2020	Printed			ACC01	APAC-KANSAS, INC.	WARM MIX/LIQUID AC	241.06
46262	05/27/2020	Printed			BARDAVON	BARDAVON HEALTH INNOVATIONS	STATEMENT	290.00
46263	05/27/2020	Printed			BPEC	BUSINESS PROTECTION EQUIPMENT CORP	BHREDDER OIL	59.12
46264	05/27/2020	Printed			CIOX	CIOX HEALTH	RECORDS	43.00
46265	05/27/2020	Printed			CI W	CIRUS WATER	CITY BUILDING	27.00
46266	05/27/2020	Printed			COMM-T	COMM-TRONIX	WARRANTY SERV @ BOOSTER	744.60
46267	05/27/2020	Printed			EMP1	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES	998.54
46268	05/27/2020	Printed			GAL1	GALL'S INC.	RAINCOATS/UNIFORM	1,037.35
46269	05/27/2020	Printed			GILM	GILMORE SOLUTIONS, INC	MAY AND JUNE	400.00
46270	05/27/2020	Printed			HOME	HOME DEPOT	TOOLS FOR PARK MAINTENANCE	480.43
46271	05/27/2020	Printed			JHS1	J & H STORAGE	RENT	65.00
46272	05/27/2020	Printed			JUSTIN P	JUSTIN PATRICK	CPR AED FIRST AID CLASS	360.00
46273	05/27/2020	Printed			KMJ1	KANSAS MUNICIPAL JUDGES ASSOC.	ANNUAL DUES	25.00
46274	05/27/2020	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	548.95
46275	05/27/2020	Printed			METRO	METROPOLITAN AREA BUILDING CONS	APRIL 2020 B/E/M/P PERMITS	692.34
46276	05/27/2020	Printed			MW SS	MIDWEST SINGLE SOURCE	BUSINESS CARDS	99.00
46277	05/27/2020	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	METER INSTALL BOOKS	138.95
46278	05/27/2020	Printed			OPTIV	OPTIV SECURITY INC.	TOKEN FOR PICKENS	50.84
46279	05/27/2020	Printed			PCA1	PETTY CASH	LIBRARY	139.54
46280	05/27/2020	Printed			PSY1	PRINTING SYSTEMS	AP LASER CHECKS	243.64
46281	05/27/2020	Printed			RC11	RENN & COMPANY, INC.	-AMBULANCE/+2020 DURANGO	217.00
46282	05/27/2020	Printed			SAFE	SAFETY TEC	CLEAN POOL FLOOR AND WALLS	500.00
46283	05/27/2020	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	TOILET FLUSH VALVES	816.62
46284	05/27/2020	Printed			SG CO DIST	SEDGWICK CO DISTRICT ATTORNEY	15% 2019 CV 000626 OT/FORFEIT	164.55
46285	05/27/2020	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	STATEMENT	1,451.28
46286	05/27/2020	Printed			SCK1	SOUTH CENTRAL KANSAS	ANTIVIRUS	150.00
46287	05/27/2020	Printed			STA	STAPLES	THERMAL LETTER POUCHES	49.99
46288	05/27/2020	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	SALUTE TO SENIORS	361.00
46289	05/27/2020	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	TIRE REPAIR	200.71
46290	05/27/2020	Printed			VER	VERIZON WIRELESS	STATEMENT	160.04
46291	05/27/2020	Printed			WICH	WICHITA WINSUPPLY CO	PIPE REPAIR	126.83
46292	05/27/2020	Printed			WWW1	WICHITA WINWATER WORKS	PLUGS & BOLTS	67.38
46293	05/27/2020	Printed			WILKS	WILKS UNDERGROUND UTILITIES	70 FT BORE/1 VACATE	1,050.00

Total Checks: 35

Checks Total (excluding void checks):

12,541.65

Total Payments: 35

Bank Total (excluding void checks):

12,541.65

Check Register Report

Date: 05/22/2020

Time: 2:48 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
587	05/27/2020	Printed			AFL1	AFLAC	STATEMENT	707.82
588	05/27/2020	Printed			CLA1	COLONIAL LIFE & ACCIDENT	STATEMENT	148.14
589	05/27/2020	Printed			HSB1	EMPRISE BANK	GO BOND SERIES 2017	17,300.00
590	05/27/2020	Printed			HSB1	EMPRISE BANK	CLOSING FEE 2020 DURANGO #2	277.50
591	05/27/2020	Printed			HSB1	EMPRISE BANK	CLOSING COST ON DURANGO #1	277.50
592	05/27/2020	Printed			HSB1	EMPRISE BANK	FORD F-150	868.23
593	05/27/2020	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	APRIL SALES TAX	222.37
594	05/27/2020	Printed			LIBERTY	LIBERTY NATIONAL	STATEMENT	307.66
595	05/27/2020	Printed			MERCHANT	MERCHANT SERVICES	CITY HALL	195.65
596	05/27/2020	Printed			MERCHANT	MERCHANT SERVICES	E COMMERCE	251.26
597	05/27/2020	Printed			STATE OF K	STATE OF KANSAS	ANNUAL FEE	125.00

Total Checks: 11

Checks Total (excluding void checks): 20,681.13

Total Payments: 11

Bank Total (excluding void checks): 20,681.13

Total Payments: 46

Grand Total (excluding void checks): 33,222.78

VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS

And

CITY OF CLEARWATER, KANSAS

This Agreement made and entered into this 26th day of May, 2020, by and between Sedgwick County, Kansas ("County") and the City of Clearwater, Kansas ("Contractor").

WITNESSETH:

WHEREAS, County, by and through its Department on Aging, desires to make available coordination of volunteer transportation services to those residents of Sedgwick County; and

WHEREAS, Contractor warrants that it is fully capable of providing said coordination of volunteer transportation services; and

WHEREAS, County desires to engage Contractor to provide said coordination of volunteer transportation services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

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

1. Purpose and Scope of Work. It is mutually agreed by and between County and Contractor that it is the purpose of this Contract that Contractor provide a program of volunteer transportation services provided by the RSVP Volunteer Program drivers with rides to be coordinated by the Contractor. Contractor understands and agrees that it will be responsible for coordinating needed transportation services that will then be carried out by the County's RSVP volunteers. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. Term. This Agreement shall be for one (1) year, with the option to renew for two (2) additional one (1) year terms. The initial term will begin July 1, 2020, and end June 30, 2021. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after June 30, 2023, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2024 and (b) funds are available for the 2024 program year.

3. Prohibition on Rides Provided. County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same

vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, and Reno.

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

General Terms and Conditions

5. Contractual Relationship. The parties acknowledge that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor as described in Appendix B (Sedgwick County Mandatory Independent contractor Attachment), which is attached hereto and made a part hereof as if fully set forth herein.

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

7. Compensation. Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride. For purposes of this Agreement, the term "coordinated ride" means a single one-way ride for one single rider or for multiple riders who have the same origin or destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances shall the compensation paid under this Agreement exceed TWO THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$2,975.00) or 425 coordinated rides.

8. Invoicing and Billing. Contractor shall submit Monthly Transportation Logs in an excel format to the County's RSVP Volunteer Program Coordinator no later than the fifth day of each month.

All fields should be completed:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Name of passenger(s)
- d. Trip Purpose
- e. Origin and destination addresses
- f. Miles driven with passenger(s) (not from start and end of volunteer home, apt., etc.) per trip

- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include non-road time with passenger(s))

Properly submitted invoices will be paid within thirty (30) calendar days of receipt by County.

Contractor understands and acknowledges that invoices for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning July 1, 2021). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than five days after the end of the term.

9. Warranties and Representation. Goods or equipment delivered and/ or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/ or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/ or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/ or any warranty that may be implied or imposed by operation of law.

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

County: Sedgwick County Department on
Aging Attn: Contract Notification
271 W. 3rd Street N., Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's
Office Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: City of Clearwater, Kansas
Attn: Mayor Burt Ussery
P.O. Box 453
Clearwater, Ks 67026

11. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

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

13. 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.

14. 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.

15. 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.

16. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its

subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

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

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

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

21. **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

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

23. **Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement. Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

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

25. **Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not

limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF CLEARWATER, KANSAS

Thomas J. Stolz, County Manager

Burt Ussery, Mayor
P.O. Box 453
Clearwater, Ks 67026

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Karen L. Powell
Deputy County Counselor

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the County's Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

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

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to

notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 19 survives expiration or termination of the Agreement.

APPENDIX B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

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

**City of Clearwater
City Council Meeting
May 22, 2020**

Consider Victory Pyrotechnics Contract for July 4th Fireworks Show

Context: Victory Pyrotechnics has agreed to conduct the Clearwater July 4th firework show and has submitted a contract for such.

Victory will do the show for the amount the Governing Body budgeted, \$8000.00, and it will be held on July 4th. The show will consist of fireworks only, no lights, lasers or pyro.

Financial: The cost to the City is \$8000.00, budgeted for 2020.

Legal Considerations: The City Attorney has reviewed the contract.

Recommendations/Actions: Approve the contract with Victory Pyrotechnics for the annual July 4th fireworks show in the amount of \$8000.00.

General Display Contract

Architects of Magic, We Bring Dreams to Life.



VICTORY
PYROTECHNICS
& SPECIAL EFFECTS

14921 West Morning Dove, Clearwater, KS 67026 | 316.202.5385 | victorypyro.com | info@victorypyro.com

THIS AGREEMENT ("Agreement") is entered into on Mar 15, 2020 by and between Victory Pyrotechnics & Special Effects, LLC., a Kansas limited liability company, whose address is set forth above, ("Victory") and City of Clearwater, whose address is 129 Ross Ave, Clearwater, Kansas 67026 ("Sponsor"). Victory and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Proposal. Victory agrees to supply, and Sponsor agrees to pay for, a firework display on the following designated date(s) and location: Jul 4, 2020 at Chisholm Trail Sports Complex, 1001 E Ross, Clearwater, KS 67026, as detailed in Proposal Display #000-001 Clearwater, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.

2. Price and Payment Terms. Total Price of \$8,000.00 is to be paid as follows: 30% of the total price is due at the time when the contract is signed by both Parties; the remaining balance is due in full seven days after Jul 4, 2020. Interest will accrue at 2.5% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.

3. Victory Duties. As part of the total price Victory agrees to the following:

- To supply all shells and other pyrotechnics listed on the Proposal;
- Mortars, firing equipment and all other required material necessary to perform its services hereunder;
- To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Victory's responsibilities of Display site cleanup have been completed, however Victory agrees to check the entire fallout zone after the show to confirm that no such additional debris is still on fire and/or poses a danger or threat to the public's health, safety or welfare; and
- Comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.

4. Sponsor Duties.

- Sponsor shall comply with all duties as detailed in the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
- Sponsor to supply barrier tape to secure fallout area, and is responsible for securing and maintaining fallout area security before, during, and after the display; and
- Sponsor agrees to clean up remaining debris from fallout zone after Victory crew has raked the immediate launch site.

5. Insurance. Victory agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$1,000,000 per occurrence. If requested in writing, Victory shall provide Sponsor

with a certificate of insurance within ten days of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to the Agreement.

6. Indemnification. Victory agrees to indemnify, defend and hold harmless the Sponsor, its officers, agents, volunteers, contractors and employees, and those entities/individuals listed on the certificate of insurance referenced in Section 5 above, from and against any and all claims, costs, judgments, damages and expenses, including reasonable attorney's fees, that directly or indirectly arise from the performance of the fireworks display and the performance of Victory under this Agreement to the extent that such claims, costs, judgments, damages and expenses are occasioned by an act or omission of Victory and/or its owners, agents, employees, contractors and volunteers. Sponsor agrees to indemnify, defend and hold harmless Victory and its owners, agents, employees, contractors and volunteers, from and against any and all claims, costs, judgments, damages and expenses, including reasonable attorney's fees, that directly or indirectly arise from the performance of Sponsor under this Agreement to the extent that such claims, costs, judgments, damages and expenses are occasioned by an act or omission of Sponsor and/or officers, agents, volunteers, contractors and employees.

7. Compliance with Laws.

- Sponsor Responsibilities: In accordance with NFPA 1123 Outdoor Display of Fireworks 2010 Edition (National Fire Protection Association) 4-11.1, Sponsor has consulted with the Authority Having Jurisdiction to determine the level of fire protection required to provide adequate fire protection for the Display and Victory agrees that such consultation was accomplished, and the level of fire protection is adequate for the size of show this Agreement outlines. It is further agreed that in accordance with NFPA 1123 4-1.2, Sponsor shall provide an adequate number of monitors whose sole duty shall be the enforcement of crowd control located around the Display area during the Display and until the discharge site has been inspected by Victory's pyrotechnic operator after the Display.
- Victory's Responsibilities: Victory shall secure and maintain all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the series herein contemplated unless otherwise noted above in Sponsor duties. Victory shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all report and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Victory is responsible to ensure that all material and services supplied under this Agreement comply with all laws, rules, and regulations of the state and federal government relating thereto.

8. Cancellation and Rescheduling by Sponsor. If the Display is canceled by the Sponsor after receipt of this signed Agreement but a month before Jul 4, 2020, Sponsor agrees to pay 30% of the total price for restocking and costs incurred. If the Display is canceled by the Sponsor two weeks prior to Jul 4, 2020, Sponsor agrees to pay 60% of the total price. If the Display is canceled by the Sponsor within three days of Jul 4, 2020, Sponsor agrees to pay 100% of the total price. If the Sponsor elects to reschedule the Display for an alternate, mutually agreeable date, Victory agrees to facilitate this rescheduling and Sponsor agrees to reimburse Victory for any additional costs associated with this change.

9. Safety and Weather Forced Cancellation. Victory agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Victory's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgement circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any person or property within the vicinity of the Display. If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Victory has no further obligation under this Agreement. If the product is intact and reusable, Victory agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Victory for reasonable costs associated with the rescheduling of the event.

10. Force Majeure. Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Victory which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.

11. Product Performance. Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.

12. Limitation on Damages. In the event that Victory claims that Sponsor has breached this Agreement or was negligent in performing its duties hereunder, Victory shall not be entitled to claim or recover monetary damages from Sponsor in excess of funds actually due and owed from Sponsor to Victory under this Agreement. In the event that Sponsor claims that Victory has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Victory in excess of funds actually paid by Sponsor to Victory under this Agreement. However, notwithstanding any provision of this Agreement to the contrary, Victory and its owners, agents, employees, contractors and volunteers shall continue to be liable to Sponsor and all others who could make a claim against Victory and/or its owners, agents, employees, contractors and volunteers for matters covered by the insurance obtained by Victory referenced in Section 5 of this Agreement to the full extent of coverage limits of such insurance.

13. Time. Time is of the essence in this Agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operation and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.

14. Independent Contractor and No Joint Venture. The parties agree that Victory is an independent contractor and is not an agent or employee of Sponsor for any purpose. It is further agreed that Victory's employees shall be, and remain, the employees of Victory and not of Sponsor. Nothing in this Agreement or the actions of Victory or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Victory.

15. Attorney Fees. In the event that either Party to this Agreement shall enforce any of the provisions hereof by an action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing party.

16. Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Kansas applicable to contracts.

17. Severability. In the event that a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or applicable public policy, such provision shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or applicable public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or applicable public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.

18. Survival. The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.

19. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both Parties hereto.

Client Signature

I agree to the terms and conditions of this contract.

First Name

Last Name

Select Date

Signature

Victory Pyrotechnics & Special Effects Signature

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature



To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: May 22, 2020

Re: Fire Department Staff Report

- Clearwater Fire responded to 10 medical calls and 0 Fire calls since last meeting.
- Average response time for SGCO EMS on medical calls has been around 18 minutes.
- To Date: The department has been unable to respond to 6 emergency calls. This is a result of the normal personnel that respond, were at their full-time job with their respective agencies.
- Department would like to recognize Michael Cowherd, Hank Pate, and Clara Warren for a Code Blue field save that they had, prior to EMS arrival, on May 18th.
- Continue to seek quotes for paint, body work, and skid unit for new brush unit.
- The department implemented a “No more than 2 responders” policy for medical calls. This is to reduce the amount of PPE equipment used per call and allow our supply to last longer. Exceptions are allowed for high priority calls such as Code Blues, Shootings, etc.
- Confirmed COVID-19 Cases: **Clearwater Nursing and Rehabilitation**
Clearwater Retirement
- Department resumed normal meeting/training night on May 19th.

****Personnel are being kept up to date on the ever-changing circumstances with COVID-19. The Dept. has a response policy in place and to date, no exposures have been recorded.**

To: Mayor and City Council

From: Kirk Ives,
Chief of Police

Date: May 19, 2020

Re: Police Department Staff Report

Officers:

Update: Zac Nolan will go to KLETC on 06/08/2020.

Officer Mike Pickens is doing very well and stated he is very happy here.

Roy Riggs and I are still working on the Evidence Room.

Brian Daily has accepted a Chief of Police position in the City of Sedgwick his last day will be 05/29/2020. This will open a full-time position in the department. We will be advertising soon. Brian Daily has done a great job here and we wish him the best of luck at his new job.

We are all still dealing well with the COVID-19 issues. We are glad about some of the things and places that have reopened.

We are looking forward to the phase 1 of the Police Department remodel/wall and counter to begin soon.

Vehicles:

Both 2020 Dodge Durango's are working well. The officers are very happy with them.

The Tahoe and the Ford Explorer will receive new decals this week to match the rest of the fleet. They were fading and peeling in some areas.

Matters of interest since last meeting on Police Activity:

We had 45 Dispatched calls since my last report.

We had an assist agency call at 8AM with our first responders/EMS. This was a code blue call. This was a male subject not responding and not breathing. CPR had been started by a family member before we

arrived on scene. When we entered the home, it did not look good. CPR was taken over by the first responders and law enforcement. An AED was used. Three series of 200 compressions and one shock were performed. As a crew we were able to revive the patient before Sedgwick County EMS arrived on scene. The patient was transported to Westley and is recovering well. We were all very happy of the outcome. These calls far to often do not end with this kind of positive outcome. Monday the 18th was a great day!

To: Mayor and City Council

From: Chadd Posch

Date: 05/23/2020

Re: **Parks/Facilities**

- The rain slowed down our ability to mow every day, so we have been playing catch up
- The Grasshopper 72' front deck mower has been photographed by Gravel Roads and posted for auction.
- Patty has been doing a great job maintaining the bathrooms and flower beds around the Chisholm trail marker and the Welcome to Clearwater rock on North 4th
- Work to the pool slides have been complete and we finished pumping out and cleaning the inside
- We have been spending the majority of the last couple weeks working at the pool, we are working on two of the motors that have seized up from moisture. As long as weather cooperates, I should be able to have them ready some time during the week of the 25th, once this is complete, we will be ready to fill the pool.
- We have had issues again with vandalism to the tree house in the park. They have damaged the guide rail in a way that it will have to be rebuilt and caused us to have to temporarily close it until we are able to fix it. As of right now I do not have an exact time to when that will happen but, hopefully soon.
- I'm in the process of gathering more bids for a possible camera system update at the park and shelter so far, I have only received one back.
- With the constant changing of guidelines regarding covid19 from the Kansas government we have been trying our best to make sure everything is ready for reopening.

To: Mayor and City Council Members

From: Ernie Misak, Public Works Director

Date: May 26, 2020

Subject: Public Works Summary

1. Wastewater sample and water samples for the month of May has been collected and delivered to lab.
2. Working on street signs to replace white ones with the new blue ones that are in compliance with speed limits higher than 25 mph. Installed 8 post at intersections without them for installation of the new signs.
3. Circle C has completed the contractual work for chip sealing, completing the contract for 2019 that was carried over due to the weather.
4. Have been training the two new employees on all facets of our work assignments.
5. Have completed the review of the "Wastewater" maps from the GIS Midland Project.
6. Read meters, rereads and performed work orders as requested.
7. Started exercising valve on the water system. Have completed approximately 75%.
8. Other normal duties and responsibilities.

Clearwater Senior & Community Center

Staff Report

May 21, 2020

To: Mayor & City Council

From: Sonja Froggatte, Director

1. May 26th we will distribute USDA Food Assistance if anyone comes. I called since we got fresh oranges and apples and left only one message and have distributed quite a bit today.
2. On 5/30 we have cancelled Live Music at the Center.

We will remain closed until notification that we can open.

**City of Clearwater
City Council Meeting
May 22, 2020**

Consider Agreement with Sedgwick County for HHW Remote Collection

Context: Each year the Sedgwick County Household Hazardous Waste facility holds one remote collection event in each of the five commission districts. This year Commissioner O'Donnell requested the 2nd District event be held in Clearwater.

The remote collection will be set up in the Sports Complex parking lot from 9am – 1pm on Saturday, June 20, 2020. Citizens can bring common household hazardous waste items for disposal. This includes but is not limited to, used oil, paint, herbicides, insecticides, pool/spa chemicals, and much more. Sedgwick County and the City will be promoting the event to reach the largest number of people.

Financial: The cost to the City is several hours of overtime for the Public Works staff.

Legal Considerations: The City Attorney has reviewed the agreement.

Recommendations/Actions: Recommend approving the agreement and authorizing the Mayor to sign.

**SITE USE AGREEMENT FOR THE COLLECTION OF
HOUSEHOLD HAZARDOUS WASTE**

**by and between
SEDGWICK COUNTY, KANSAS
and
CITY OF CLEARWATER, KANSAS**

This agreement (“Agreement”) made as of this _____ of _____, 2020, by and between Sedgwick County, Kansas (“County”), and the City of Clearwater (“City”).

WITNESSETH:

WHEREAS, County has offered to host an event for the collection of household hazardous waste from the general public;

WHEREAS, County has selected Clean Harbors as its contractor to provide such hazardous waste disposal services; and

WHEREAS, City wishes to use the Chisholm Trails Sports Complex, located at 1001 E. Ross Ave., Clearwater, Kansas (“Site”) as the location for collection of household hazardous waste on June 20, 2020 (“Collection Day”).

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

1. Household Hazardous Waste Materials. For purposes of this Agreement, household hazardous waste (“HHW”) shall be defined as, although not limited to, those solid, liquid, or semi-solid materials which are originally generated by individual households, such as gasoline, other fuels, used motor oil, anti-freeze, solvents, and latex and oil-based paints. HHW also includes containers if such containers contain HHW, and any other material which is brought upon the Site as a result of or in response to Collection Day activities, whether or not such material meets the aforesaid definition.

2. Site. As used herein, the term “Site” shall mean only the use of the grounds at Chisholm Trails Sports Complex, located at 1001 E. Ross Ave., Clearwater, Kansas. The Site shall not include any of the buildings located at 1001 E. Ross Ave. No right of access to any building located at the Site is granted by this Agreement. Access to and from the Site shall be from the 1001 E. Ross Ave. entrance.

3. Compensation. Both parties agree that no compensation or remuneration shall be exchanged, requested or expected for activities in connection with this Agreement.

4. City Responsibilities. City agrees to:

- a. Allow County, through its contractor Clean Harbors, to conduct a drop-off operation for the collection of HHW at the Site, at no charge to residents.
- b. Allow said collection to occur on June 20, 2020.
- c. Keep the Site open for the acceptance of HHW materials from residents from 9:00 a.m. until 1:00 p.m. on Collection Day.
- d. Allow Clean Harbors to mobilize its equipment and personnel on the Site beginning at 1:00 p.m. on June 19, 2020.
- e. Allow Clean Harbors to demobilize from the Site as soon as practicable after the end of collections.
- f. Provide labor (volunteers permitted) to unload passenger vehicles.
- g. Provide traffic signage and control.
- h. Provide in-house advertising for Collection Day.
- i. Provide a suitable site for Collection Day.
- j. Provide a forklift or the equivalent thereof, with or without an operator, on Collection Day.
- k. Provide Site cleanup before and after Collection Day.

5. County Responsibilities. County, through its agent Clean Harbors, agrees to:

- a. Conduct HHW collection at the Site in accordance with the requirements specified by County.
- b. Mobilize to and demobilize from the Site as set forth in Section 2 herein.
- c. Provide a dumpster and ensure that all HHW is removed from the Site on Collection Day and that the Site is returned to the same condition which it was in prior to its use as set forth herein.
- d. Use best efforts to exclude from the Site materials which do not qualify as HHW.
- e. Coordinate with the City Administrator, Ron Marsh or his designee regarding all aspects of the activities hereunder, including arrangements being made by County for publicity and public relations with respect to Collection Day activities.

- f. Provide trained labor for sorting, processing, and packaging HHW.
- g. Provide transportation of HHW.
- h. Pay hazardous waste disposal costs.
- i. Provide tent, tables, and miscellaneous equipment.
- j. Provide an oil trailer.
- k. Provide labor for set up and take down.
- l. Provide regional advertising for Collection Day.

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

County: Sedgwick County Household Hazardous Waste
Attn: Charles Gunter, Operations Supervisor
801 Stillwell
Wichita, KS 67213

and

Sedgwick County Counselors Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: Ron Marsh
City of Clearwater
City Administrator
129 E. Ross Ave.
Clearwater, KS 67026
Ph. 620-584-2311

7. **Appendix.** Terms and conditions set forth in Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) are incorporated herein as if set out in full.

8. **Entire Agreement.** This Agreement, Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and any 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.

9. Independent Contractor. The legal relationship between City and County is of a contractual nature. The parties acknowledge that City is acting as an independent contractor in providing the services and performing the duties required by County hereunder. City is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, City, or employees/volunteers of City, will not be within the protection or coverage of County's worker's compensation insurance, nor shall City, or employees/volunteers of City, be entitled to any current or future benefits provided to employees of County.

10. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

SEDGWICK COUNTY, KANSAS

CITY OF CLEARWATER, KANSAS

THOMAS J. STOLZ
County Manager

BURT USSERY
Mayor

APPROVED AS TO FORM:

Karen L. Powell
Deputy County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A

SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability**: County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract**: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees

during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

Clearwater Financials YTD MARCH 2020

We are 25% of the way through our budget year

	CY Budget	CY YTD Actual	CY ATD % Budget			NOTES
Fund: 100 - GENERAL						
Revenues						
Dept: 000.000	2,379,599.68	788,608.37	33.14			
Revenues	2,379,599.68	788,608.37	33.14			
Expenditures						
Dept: 000.000						
ADMINISTRATION	872,601.58	214,549.77	24.59			
SENIOR CENTER	52,851.85	9,459.65	17.90			
POLICE	735,273.00	145,919.91	19.85			
COURT	108,465.55	16,498.83	15.21			
PUBLIC WORKS	146,379.11	31,745.43	21.69			
FIRE	194,220.80	35,639.16	18.35			
PARK	132,575.59	8,929.67	6.74			
POOL	87,439.80	2,598.29	2.97			
MUSEUM BUILDING	8,900.00	3,387.27	38.06			
LIBRARY	11,350.00	3,410.92	30.05			
CAPITAL IMPROVEMENT	50,000.00	0.00	0.00			
Expenditures	2,400,057.28	472,138.90	19.67			
Fund: 206 - SPECIAL HIGHWAY						
Revenues						
Dept: 000.000	99,720.00	26,244.38	26.32			
Revenues	99,720.00	26,244.38	26.32			
Expenditures						

Dept: 000.000

33,172.00

27.50

0.08

Expenditures

33,172.00

27.50

0.08

Fund: 207 - DEPARTMENT ON AGING

Revenues			
Dept: 000.000	18,000.00	4,503.80	25.02
Revenues	18,000.00	4,503.80	25.02
Expenditures			
Dept: 000.000	19,973.10	4,656.79	23.32
Expenditures	19,973.10	4,656.79	23.32

Fund: 209 - SPECIAL PARKS

Revenues			
Dept: 000.000	42,065.69	150.35	0.36
Revenues	42,065.69	150.35	0.36
Expenditures			
WATER - GEN. & ADM.	90,000.00	6,304.00	7.00
Expenditures	90,000.00	6,304.00	7.00

Fund: 501 - WATER OPERATING

Revenues			
Dept: 000.000	413,175.00	93,933.16	22.73
Revenues	413,175.00	93,933.16	22.73
Expenditures			
SEWER - COMMERCIAL & ADM.	437,355.28	53,841.97	12.31
Expenditures	437,355.28	53,841.97	12.31

Fund: 550 - SEWER OPERATING

Revenues			
Dept: 000.000	541,600.00	138,181.31	25.51
Revenues	541,600.00	138,181.31	25.51
Expenditures			
SEWER - COMMERCIAL & ADM.	602,504.14	46,660.70	7.74
Expenditures	602,504.14	46,660.70	7.74

**City of Clearwater
City Council Meeting
May 13, 2020**

Sale of Surplus Property

Context: Per City Policy any surplus property with a value of \$1000 or greater must be approved by City Council to sell.

1. The Clearwater Fire Dept. received a 2003 Yamaha Grizzly from the Ks Forest Service back in 2017. The former service director had the intention to utilize it as a wildland quick-attack suppression vehicle. Since receiving it, the Yamaha has set idle in the building and basically “taking up space”. Not until recently has several members taken the initiative to see if the craft still operates. New fluids and filters were replaced on the Yamaha, and it fires up and runs. It still must be test driven to determine if there are any other problems with the craft. Chief Dinwiddie has contacted the Forest Service and confirmed that the Fire Department has ownership of the 2003 Yamaha Grizzly. Upon further evaluation the department Command Staff does not see a feasible use for this piece of equipment in the fleet. With that said, it is the intention of the Fire Department to sell the ‘03 Yamaha Grizzly either to members of the service that would like to have it, or by auction. When it was received, the value was estimated at \$6,657, and the department has spent less than \$100 (at this point) to determine if it could still run. From looking on web pages, the department is hoping to receive at least \$2,500 or more for it (either by in house purchase or auction site).
2. The department is also currently in the process of collecting unused items to be placed on an auction site. Currently we are looking at the selling of our old Survive Air SCBA’s with bottles, we believe these will be able to sell for more than \$1000.00.
3. Sometime between 2002 and 2005 the City acquired the Max Pak Vertical Baler Model MP60HD to use at the old recycling center, 401 W Ross. Staff has tried to locate the original acquisition paperwork or find any information in the Council minutes to how much this was purchased for. We believe it was acquired with a grant. Since the recycling center has shut down, staff would like permission to sell the vertical baler to make room for the Park and Facilities equipment no located at the building. Quick research shows that currently a MP60HD could possibly sell for \$3500 but not guaranteed. Staff would like permission to sell through an auction site with no minimum required. We do not believe that if this was purchased with a grant that it affects any decision at this point because it has been 15 – 18 years since it was acquired.
4. Two traffic control radar speed signs for sale. Each sign is on its own separate trailer. They will radar and display your speed. These signs are able to run off of battery or be plugged into 110 outlets. The police Department would like to sell the two signs that we currently have to buy one sign that is smaller and lighter. The new sign would be able to be moved and hung on current road sign poles. It would be powered by batteries and a solar panel. City’s like Belle Plaine have these signs and move them to different area in town easily. The old signs have to be pulled around and chained to a pole, so they would be messed with. The Chief of Police believes the two old signs could be sold at

the price no lower than \$2500 for the pair to another agency. He also believes a new sign could be purchased for \$2800. This is from radarsign.com.

Financial: Any funds acquired would be transferred to the equipment reserve fund for the department that selling the property. The baler would go to administration and used at the Councils discretion since there is no recycling department.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize the sale of the surplus equipment.

**City of Clearwater
City Council Meeting
May 13, 2020**

Use of Discretionary Funds for Server Upgrade

Context: In 2019 staff was aware of the need to upgrade the server host. We were waiting until the new IT company was hired and on boarded before we started the process. Gilmore has now informed us what the cost to upgrade the server host is \$12,000 and at this time the Police Department virtual server software also needs upgraded since it is running on 2008 R2. That cost is estimated at \$7000. Administration has \$17,000 in equipment reserve for this project but is short the difference. Staff would like authorization from council to use equipment reserve discretionary funds to supplement the cost difference. There is \$23,400 in equipment reserve discretionary for Administration.

Financial: The discretionary funds were moved to equipment reserve when administration came in under budget in 2019 and are not identified for a specific project at this time. Staff will continue budget for server replacement as an equipment reserve line item. We now know the approximate cost and will be able to budget more appropriately in the future for this project.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize staff to use equipment reserve discretionary funds to supplement the cost for the server upgrade for the host and the police department server.