



## City of Clearwater Council Meeting Notice

Tuesday, August 25, 2015 at 6:30pm

129 E Ross Clearwater, KS 67026

[www.clearwaterks.org](http://www.clearwaterks.org)

Please call the Clerk's office at 620-584-2311 or the Kansas Relay Service 800-8766-3777 at least 48 hours in advance if you require special accommodations to participate in this meeting. We make every effort to meet reasonable requests.

### AGENDA

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

1. **Call meeting to order and welcome**

Burt Ussery, Mayor

2. **Invocation and flag salute**

3. **Roll Call**

Courtney Meyer, City Clerk

Burt Ussery, Mayor

Laura Papish, Councilmember President

Austin Wood, Councilmember

Paul Clark, Councilmember

Ron Marsh, Councilmember

Chris Griffin, Councilmember

4. **Action: Approve August 25, 2015 meeting agenda**

5. **Public Forum**

Pursuant to Ordinance No. 917 and Section 2.08.010 adopted by the governing body and approved by the Mayor on November 24, 2009, members of the public are allowed to address the Mayor and City Council for a period of time limited to not more than five minutes.

6. **Action: Approve Consent Agenda**

a. **Minutes 8/11 Council Meeting** TAB A

7. **Action: Consider a Resolution Concerning Property Taxation Policy with Respect to Financing the Annual Budget** TAB B

8. **Action: Authorize the Mayor to Enter into an Agreement with Klausmeyer Dairy Farm Tours, LLC** TAB C

9. **Action:** Authorize the Mayor to Enter Into an Inter Local Agreement with USD 264 for the School Resource Officer TAB D

10. **Action:** Adopt an Ordinance #1001 Amending Certain Sections of the Clearwater Municipal Code in Relationship to the Consumption of Alcohol on Public Property.

Roll Call

TAB E

Paul Clark, Councilmember  
Laura Papish, Councilmember President  
Austin Wood, Councilmember

Ron Marsh, Councilmember  
Chris Griffin, Councilmember

11. **Action:** Adopt an Ordinance #1002 Amending Certain Sections of the Clearwater Municipal Code in Relationship to the Issuance of Temporary and Special Event Licenses for Alcoholic Consumption TAB F

Roll Call

Paul Clark, Councilmember  
Laura Papish, Councilmember President  
Austin Wood, Councilmember

Ron Marsh, Councilmember  
Chris Griffin, Councilmember

12. **Action:** Claims and Warrants

Courtney Meyer, City Clerk

13. **City Administrator Report**

Justin Givens, City Administrator

14. **Council Reports**

15. **Executive Session**

16. **Adjournment**

**NOTICE: SUBJECT TO REVISIONS**

It is possible that sometime between 6:30 and 7:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

**City of Clearwater, Kansas**  
Sedgwick County  
City Council Meeting - **MINUTES**  
August 11, 2015  
Clearwater City Hall – Council Chambers  
129 E. Ross Avenue Clearwater, KS 67026

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**Call to Order**

Mayor Burt Ussery called the meeting to order at 6:30 p.m.

**Invocation and Flag Salute**

Mayor Ussery gave the invocation which was followed by the pledge of allegiance and flag salute.

**Roll Call**

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Laura Papish, Austin Wood, Ron Marsh, Paul Clark, Chris Griffin - Councilmembers were all present.

The following staff members were present:

Justin Givens, City Administrator; Courtney Meyer, City Clerk; Austin Parker, City Attorney; Jason Gearhardt, Interim Police Chief, Ernie Misak, Public Works Director.

Others Present:

John Haas, Ranson Financial; Alicia Lange, First and Last Bar, Paul Rhodes, Times News Sentinel; Erin Sommer-Good, McDonald Tinker.

**Approval of the Agenda**

**Motion:** *Marsh* moved, *Griffin* seconded to accept the August 11, 2015 agenda. Voted and passed unanimously.

**Public Forum**

None

**Consent Agenda**

**Motion:** *Marsh* moved, *Wood* seconded to approve the consent agenda as presented. Voted and passed unanimously.

## **Budget 2016 Hearing**

Mayor Ussery called for a motion to open the budget hearing.

**Motion: *Papish*** moved, ***Clark*** seconded to open the public hearing for the 2016 budget. Voted and passed unanimously.

Mayor Ussery stated no one approached the podium or had any comments. He asked for a motion to close the hearing.

**Motion: *Clark*** moved, ***Wood*** seconded to close the public hearing for the 2016 budget. Voted and passed unanimously.

With no changes the Mayor asked for a motion to adopt the 2016 budget as presented.

**Motion: *Wood*** moved, ***Clark*** seconded to adopt the 2016 budget as presented. Voted and passed unanimously.

## **Waste Water Treatment Facility Phase 1 Improvement Bid**

Givens gave the council some background information on the project. He stated that in 2014, the City received an administrative order from KDHE in reference to failure to comply with discharge limits at the Waste Water Treatment Facility. The city began a process of working with EBH Engineering on processes that will move the city towards compliance with state regulations. A proposal was designed that would remove sludge from the four cells that comprise the treatment area, as well as the installation of recirculation and aeration systems. Bids were solicited for the proposed work and opened on Thursday.

Givens then informed the Council that the city received two bids from construction companies. UCI of Wichita was the lowest bidder with a bid of \$376,951. This bid was within the engineer's estimates and provides an opportunity to recoup all associated engineering costs already accrued by the city thru bond proceeds.

UCI anticipates starting work in October and weather permitting would have all work done by years end. UCI is also doing similar work in Anthony, KS on a project also designed by EBH.

Bonds have been authorized for \$620,000 based on the engineer's estimate. With the bid being low, the city has the opportunity to recoup engineering fees that have already been expended. The total engineering contract with EBH is for \$152,000 of which \$78,703 has been billed. Staff will provide an updated comparison sheet on Monday that will show the difference in monthly debt service if we were to only bond the \$376,951.

Givens then asked the Council to authorize the Mayor to sign the bid document awarding UCI of Wichita the bid. He then stated that EBH will be monitoring the sewer ponds for 1 year post construction as part of their contract.

Mayor Ussery asked if 1 year would be enough to comply with KDHE.

Givens stated yes. He also mentioned that EBH reduced the amount of sludge removal

from 2" above the floor basin to 4" above the floor basin. In doing that the bidders were able to provide better numbers.

Mayor Ussery was reviewing the bid numbers and wanted to make sure that each bidder reviewed and understood the same document since some of the numbers varied a lot.

Givens stated yes. UCI is currently doing sludge removal in Anthony and had a good idea of what it costs to do the job. They also came to Clearwater to look at the ponds where Smoky Hill did not.

**Motion: Clark** moved, **Wood** seconded to authorize to the mayor to sign the bid award to UCI. Voted and passed unanimously.

### **Bond Bids**

John Haas with Ranson Financial approached the Council and stated they received 6 bids for the bond offering. The lowest bidder for Series A at 2.2272% was United Missouri Bank (UMB) and the lowest bidder for Series B at 1.9305% was Country Club Bank. Haas mentioned that the Series A interest came in lower than predicted.

**Motion: Wood** moved, **Clark** seconded to approve bid issuance as presented by Financial Advisor, John Haas on each Series A and B. Voted and passed unanimously.

Next Haas asked if the Council would adopt Ordinance 998 authorizing the issuance of the General Obligation Bonds Series 2015-A and General Obligation Refunding Bond Series 2015-B.

**Motion: Marsh** moved, **Papish** seconded to adopt Ordinance 998. Roll Call; Papish, yea; Wood, yea; Clark, yea; Marsh, yea; Griffin, yea; passed unanimously.

Haas then asked if the Council would adopt Resolution 11-2015 authorizing the sale and delivery of the Bonds.

**Motion: Marsh** moved, **Clark** seconded to adopt Resolution 11-2015. Voted and passed unanimously.

Mayor Ussery asked since the numbers for GO Bond Series 2015-A came in lower will we be able to pass that savings onto the debt service fee.

Givens states yes but he doesn't have the exact number yet as to how much that will affect the fee.

Last week the City went through a ratings call to see what kind of interest rate we would be able to get for GO Bonds Series 2015 and John Haas reported the City received an A+.

### **Dissemination Agent Designation and Service Agreement**

Givens informed the Council that George, Bowerman, and Noel will no longer be able to file our compliance for bonds that issued for City. Ranson Financial will be able to do this with an annual fee of \$1,000.00 to the City of prepare the documents for continuing disclosure purposes for issues that require only updated information on the City's general tax bases.

**Motion:** *Griffin* moved, *Clark* seconded to authorize the Mayor to enter into a contract with Ranson Financial for the dissemination agent designation. Voted and passed unanimously.

### **Fall Fest Beer Garden Request**

Alicia Lange stated that someone from the Fall Fest Committee approached her last October and asked if she would be willing to run a beer garden during the Fall Festival. She said she would look into it. As she has she found that she can have the beer garden as an organization but not as the bar she owns. She understands she needs a special event permit and will obtain the proper licensing to have booth. She is requesting to have it at the basketball court in the park so it is close to the festival. Lange did have some questions and requests about Ordinance 976 where it states that anyone serving alcohol must have attended the State's alcohol beverage training. The training no longer is available because the state did away with requirement. She also asked if the background check fee for each person would be waived.

Mayor Ussery asked to hear form the Council what their thoughts were on having a beer garden.

Papish thought it was a good idea. She thinks with it being confined it should be easy to control.

Wood likes the idea too. He feels the majority of the fall fest attendees would enjoy it and respect it.

Clark said he was skeptical about it being at the basketball courts and kids being around. Even though there will be a fence and security he's not sure the basketball court is the place.

Marsh said he is not thrilled with the basketball court either but willing to give it a try to see how it goes this year.

Griffin has concerns with it at the basketball court and kids in the area.

Lange stated she only wants the beer garden on Saturday night during the Fall Fest from 5pm to 11pm.

Ussery stated that the fall festival is a family function and doesn't think the having a beer garden will improve the festival. He says if someone wants a cold beer that they can still walk down to the bar and get one but would be willing to see how it goes.

**Motion: *Papish*** moved, ***Wood*** seconded to approve the location of the beer garden as the basketball court. Voted and passed 3-2. Griffin and Clark opposed.

Parker stated that Ordinance 976 is inconsistent with the State laws and recommends updating the ordinance to reflect them. He asked the Council if they could direct staff on updating the ordinance for the next meeting.

Ussery asked how Lange was going to control access to the beer garden.

She stated a 25 x 30 area will be roped off with snow fence and have one entrance in and out. There will be someone there to check ID's and put wrist bands on. Even if they have a wrist band on they will not be able to get in the beer garden without showing their ID's. There will be servers and security guards inside the fenced area.

Ussery wants the police to understand all the rules and be aware of the situation. He recommends adding a second barrier around the beer garden a few feet wider so people won't be able to hand things over the fence.

### **First and Last Bar Extension of Service Area Request**

Alicia Lange, owner of First and Last Bar, is asking to extend the back of her bar from the fence to alley behind from September 19<sup>th</sup> 9am to September 20<sup>th</sup> 2am. She will have added security at that time.

**Motion: *Clark*** moved, ***Wood*** seconded to extend the service area for requested period of time. Voted and passed 4-1. Griffin opposed.

### **Chisholm Ridge Lots**

Givens said earlier this year, staff requested proposals from development opportunity in the Chisholm Ridge Addition. The city owns 19 buildable lots with 6 lots being owned by others. The reservation of one lot has been requested for local park/ playground that will be determined at a later date.

The city received two proposals from local real estate professionals and developers. Staff directly spoke and solicited bids from several other area builders and WABA, but most declined based on market conditions in Clearwater. An additional opportunity came in August when Kansas Housing Resources Corporation announced grant funds that are available to assist moderate income individuals with home purchasing or builder subsidies.

The proposals as submitted estimate the market being able to bear three five home per year with varying amounts of involvement from the city. The request for proposals was fashioned in a manner to allow the city to work with a single representative or multiple sources to help develop the area. Based on reviewing the proposals staff would recommend the following actions:

- Create an exclusive marketing agreement with real estate professional to market the city lots.
  - This person would also be tasked with finding builders for spec homes and future single family homes.
- Offer the lots for sale at a price that would cover the specials assessments in the

purchase of the lot.

- Pursue KHRC grant funds to assist in the development of moderate income housing thru the use of down payment assistance and builder incentives.
  - Only a portion of lots spread throughout the development should be target for this program.

The average special assessment payoff is between \$7000 and \$9000 with annual payment of approximately \$1400. The city pays the special assessments on its lots and in turn is reimbursed by the county. The average house in Chisholm Ridge generate approximately \$750 per in in tax revenue as well as water, sewer, and trash fees.

Givens asked the council to direct staff on an appropriate course of action.

Griffin stated he would not want to do anything that would drop the current homes value that are in Chisholm Ridge by building the grant homes.

Givens stated that we would only allow certain lots not all to be grant lots. The grant homes would still be around \$130,000 homes. The grant allows people with “moderate” incomes to build or buy that may not have a down payment.

Griffin also stated that if the city sells lots at a reduced price that could affect lot prices around town.

Council directed staff to approach the real estate professionals and ask them to present a proposal on how they will market, what builders they will use and present pricing for lots and houses.

### **Claims and Warrants**

Meyer presented the claims and warrants in the amount of \$55,857.95 and asked Council if they had any questions.

**Motion:** *Griffin* moved, *Papish* seconded to pay the claims and warrants in the amount of \$55,857.95. Voted and passed unanimously.

### **City Administrators Report**

#### **Administration**

- The server upgrade is continuing and should be online within the next two weeks.
- Staff has begun to meet with property owners on 135<sup>th</sup>. Two easements are expected to be obtained by the end of the week. Staff, including the city engineer will be meeting on site with the school district to discuss the work to be done on school grounds.
- City Administrator has purchased a house and will be moving to Clearwater.

#### **Public Works**

- The Deweeze mower has been down causing mowing to get backed up at the lagoons. Staff is also mowing throughout town as well.
- Staff is looking at a new communication and control system or additional safeguards in emergency call outs for the water system. Pressures dropped late Sunday night/ Monday morning. All protocols for pressure drops were followed

and acceptable chlorination levels remained in the system.

### Parks and Recreation

- The last day of the pool for the public will be Sunday, August 16<sup>th</sup>. The pool will remain in an operational state thru the 25<sup>th</sup> as the high school will use it for PE classes. The manager is looking at securing additional pool parties during the interim as well as a possible dog swim.
- There is a Park Board meeting Wednesday at 7:00pm
- On Sunday, September 13<sup>th</sup> a ballet company will have a performance in the city park. More detail will follow on that event.

### Library

- The Library Board will meet next Tuesday.
- Preschool Story Time will begin in September.

### Police

- Applicant review for the Chief position will begin next week. All information will be provided to the review committee tomorrow.
- Two new tires will be needed for the patrol truck. One was damaged on the sidewall beyond repair.

### Council Reports

Wood has nothing to report.

Clark had nothing to report

Marsh has nothing to report.

Griffin was approached by the Methodist Church because they are replacing their steeple and wanted to know if they will need a building permit.

Givens said yes the contractor will need to pull the permit.

Papish wanted to point out a property on Byers that needed mowing.

Ussery shared the Bicycle & Pedestrian Count needed volunteer to count bicyclists and pedestrians at different locations on September 17<sup>th</sup> and 19<sup>th</sup>. Also asked if the council would be interested in having Chris Upchurch come down to a council meeting to update and inform the council what is happening with air quality in our area.

The council had a consensus to have Mr. Upchurch come and speak.

### Executive Session

Givens stated he needed an executive session for 35 minutes for attorney-client privilege and discussions prior to the acquisition of real estate.

**Motion:** *Griffin* moved, *Wood* seconded to recess into executive session for consultation with an attorney on matters that would be deemed privileged in attorney-client relationship, to include the City Attorney, the City Administrator and Erin Sommer-Good attorney and to discuss the acquisition of real estate. We

will reconvene the open meeting in the City Council Chambers at 8:25p.m. (35 minutes later). Voted and passed unanimously.

Mayor Ussery called the meeting back to order at 8:25 p.m. and stated there was no binding action taken in executive session.

Ms. Sommer-Good asked for a motion to accept the severance agreement with former Chief of Police Gene Garcia.

**Motion: Marsh** moved, **Papish** seconded to accept severance agreement. Voted and passed unanimously.

Parker asked for a motion from council to accept the settlement agreement with former Officer Watts.

**Motion: Clark** moved, **Marsh** seconded to accept the settlement agreement for officer Watts. Voted and passed unanimously.

**Adjournment**

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

**MOTION: Marsh** moved, **Clark** seconded to adjourn the meeting. Voted and passed unanimously

The Meeting adjourned at 8:48 p.m.

**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 August 11, 2015 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 25th day of August, 2015.

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Courtney Meyer, City Clerk

**City of Clearwater  
City Council Meeting  
August 25, 2015**

**TO:** Mayor and City Council  
**SUBJECT:** Consider a Resolution Concerning Property Taxation Policy with Respect to Financing the Annual Budget  
**INITIATED BY:** Kansas Department of Revenue, Sedgwick County Clerk  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** When the Kansas State Legislature adopted its most current property tax legislation in June of 2015 a portion of the bill required cities to adopt a resolution authorizing any tax increase over the adjusted consumer price index. The resolution that is being presented was drafted by the State of Kansas so that cities can be compliant with the new legislation. The form was provided to the city by the Sedgwick County's Clerk Office.

**Analysis:** In reviewing the resolution it is unclear if the city would actually be required to adopt such resolution as our mill levy remained the same and all new monies are derived from increased assessed valuation but the city is collecting more money than last year and to be safe and ensure compliance it is recommended that the Governing Body adopt the resolution.

**Financial:** The resolution is not required to be published and failure to comply could result in penalties from the state.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) ADOPT RESOLUTION 12-2015 A RESOLUTION EXPRESSING THE PROPERTY TAXATION POLICY OF THE CITY OF CLEARWATER, KANSAS IN SEDGWICK COUNTY, WITH RESPECT TO FINANCING THE ANNUAL BUDGET FOR 2016

**Attachments:**  
Resolution 12-2015 (1-page)

**RESOLUTION NO. 12-2015**

**A RESOLUTION EXPRESSING THE PROPERTY TAXATION POLICY OF THE CITY OF CLEARWATER, KANSAS IN SEDGWICK COUNTY, WITH RESPECT TO FINANCING THE ANNUAL BUDGET FOR 2016**

Whereas, K.S.A. 79-2925b, as amended, provides that a levy of property taxes to finance the 2016 budget of the City of Clearwater exceeding the amount levied to finance the 2015 budget of the City of Clearwater, as adjusted to reflect changes in the Consumer Price Index for All Urban Consumers for calendar year 2014, be authorized by a resolution adopted in advance of the adoption of a budget supported by such levy; and

Whereas, K.S.A. 79-2925b, as amended, also provides that current year revenue that is produced and attributable to the taxation of (1) new improvements, (2) increased personal property valuation other than increased valuation of oil and gas leaseholds and mobile homes, (3) property located within added jurisdictional territory, and (4) property which has changed in use shall not be considered when determining whether revenue produced from property tax has increased from the preceding year; and

Whereas, City of Clearwater, Kansas provides essential services to protect the citizens of the city; and

Whereas, the cost of providing these services continues to increase.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS:** that a levy of property taxes in support of the 2016 budget exceeding the amount levied in 2015, as adjusted pursuant to K.S.A. 79-2925b, as amended, is hereby approved.

**ADOPTED AND APPROVED** this 25<sup>th</sup> day of August, 2015 by the governing body of the City of Clearwater, Sedgwick County, Kansas.

(Seal)

Attest:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

**City of Clearwater  
City Council Meeting  
August 25, 2015**

**TO:** Mayor and City Council  
**SUBJECT:** Authorize the Mayor to Enter into an Agreement with Klausmeyer Dairy Farm Tours, LLC for the lease of bleachers for their annual Pumpkin Patch  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** For the last five years the city has leased bleachers to Klausmeyer Dairy Farms for their annual Pumpkin Patch. Klausmeyer has once again requested that the city provide for the lease of the bleachers.

**Analysis:** The agreement between Klausmeyer and the city provides for the lease of bleachers to be delivered on October 1, 2015 and running thru November 1, 2015, with options for an extension. The agreement includes delivery and pick up from city staff of the bleachers. It also specifies an amount (\$500,000.00) of Liability Insurance required to be carried by Klausmeyer and holds them responsible for any damages to the bleachers.

**Financial:** The city will receive a nominal fee of \$300.00 if all five bleachers are rented as they have in the past.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Authorize the Mayor to Enter Into an Agreement with Klausmeyer Farms for the lease of bleachers for 2015.

**Attachments:**

Lease Agreement (1-page)

**AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of August, 2015, between Klausmeyer Dairy Farm Tours, LLC, hereinafter referred to as “Dairy” and the City of Clearwater, Kansas, hereinafter referred to as “City”.

**WHEREAS**, Dairy operates its business at 8135 South 119<sup>th</sup> West, Clearwater, Kansas and seeks to lease bleachers for use at its business;

**WHEREAS**, City owns and seeks to lease bleachers to Dairy;

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

1. **Payment:** In consideration for the lease of City’s bleachers, Dairy agrees to pay to the City the sum of \$35.00 per bleacher unit per month. Said payment shall be due and payable to the city clerk on the first day of each month.
2. **Relationship of parties:** Dairy is the lessee and the City the lessor of the property (bleachers) owned by the City.
3. **Term:** The term of this Agreement shall be from October 1, 2015, to November 1, 2015. The term of this agreement may be extended by written agreement of the parties.
4. **Delivery charges:** Dairy agrees to pay \$25 per bleacher unit for the cost of delivery by City of its bleachers to Dairy (includes the return delivery to City).
5. **Insurance; indemnification:** Dairy shall provide a copy of their liability insurance covering all incidents which might occur pertaining the use of the bleachers in the amount of \$500,000 per incident and shall hold City harmless for any incidents occurring in reference to City’s bleachers.
6. **Damages to bleachers:** Dairy is responsible for any and all damage to bleachers during the term of this Agreement.

**IN WITNESS WHEREOF**, the undersigned affirmatively state that they are authorized to enter into this Agreement and execute this Agreement on the date first written above.

Klausmeyer Dairy Farm Tours, LLC

City of Clearwater

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Burt Ussery, Mayor

Attest:

\_\_\_\_\_  
Courtney Meyer, City Clerk

**City of Clearwater  
City Council Meeting  
August 25, 2015**

**TO:** Mayor and City Council  
**SUBJECT:** Authorize the Mayor to Enter Into an Inter Local Agreement with USD 264 for the School Resource Officer  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** The City informed the School District in writing on July 1, 2015 that it fully intended to continue the School Resource Officer program and during budget preparations would be certain that a funding source would be kept intact for the program.

Staff submitted a draft agreement for review and comment by the district prior to their August meeting and following that review and discussed proposed changes with USD staff.

**Analysis:** The district would like to have a stipulated amount inserted into the agreement as well as language that provides for our current situation where the SRO is not at the school full time do to current staffing levels.

The agreement spells out terms and conditions in which the SRO program would operate in Clearwater and allows for the continued shared funding of the position. The district reimbursed the city for 67.3 percent of the costs associated with the program including the salary and other benefits as well as some compensation for expenses such as gas and vehicle maintenance. The total compensation would not exceed \$33,000.00 for the 2015-2016 school year. This amount is actually less than the 2014-2015 amount.

**Financial:** Without the agreement in place and the district funding a significant portion of the position, it would be difficult for the city to absorb 100% of the program costs.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Authorize the Mayor to Enter Into an Inter Local Agreement with USD 264 for the SRO Program.

**Attachments:**  
Inter Local Agreement (6-pages)

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by Clearwater School District – USD 264 (referred to herein as “District”), and the City of Clearwater, Kansas (referred to herein as “City”), for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program within the public school system in the City of Clearwater.

**WITNESSETH:**

For and in consideration of the mutual promises, terms, covenants, agreements and conditions set forth herein, the parties agree as follows:

- A) Purpose of Agreement. The purpose of this Agreement is to provide for the cooperation of the District and the City in the planning, design and implementation of a School Resource Officer Program within the District. This program will consist of assigning one (1) City uniformed police officer, known as the School Resource Officer (SRO), and associated equipment within the District. The SRO will be expected to provide a variety of educational opportunities within the community, provide informal information to students and parents, and provide a law enforcement presence within the District’s schools. As a sworn police officer of the City, the SRO will be authorized to enforce applicable laws and ordinances of the City while functioning as the SRO. However, the SRO is not intended to function as security personnel within the District’s schools or to enforce District disciplinary policies.
- B) Duration of Agreement. This Agreement shall be effective from August 1, 2015 through July 31, 2016, Thereafter, this Agreement shall be deemed automatically renewed and extended for additional sequential one year terms, on the terms and conditions herein provided, unless either party gives the other party written notice not to extend and renew this Agreement at least sixty (60) days prior to July 1 of each year. In accordance with K.S.A. 10-1101 et seq. (the Kansas Cash-Basis Law), if either the Clearwater City Council or the District Board of Education should decide, in adopting their budget for subsequent agreement years, not to provide funding under this Agreement, the City would not be obligated to perform any service or comply with any other term or condition of this Agreement in subsequent budget years.
- C) Termination of Agreement. This Agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice. Each party will retain all of their real and personal property supplied in furtherance of this Agreement upon its termination.
- D) Relationship of Parties. For the purpose of this Agreement, the relationship between the District and the assigned SRO shall be that of an independent contractor. The police officer assigned as the SRO to the District shall be considered to be an employee of the City and shall be subject to its sole control and supervision. The assigned SRO will be subject to current procedures in effect for the City’s other

police officers, including attendance at all mandated training and testing to maintain state police officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the City to accomplish the goals of this Agreement is a District employee and that no rights under any District retirement, personnel policies or rules accrue to such person.

Consideration. In consideration for the assignment of the SRO to work within District schools/facilities and/or at District-sponsored events as provided herein, the District and the City agree to provide the following funding:

- a) The District will reimburse the City at a rate of 67.3% of the total annual compensation paid by the City to the SRO. Said total annual compensation will be calculated by the City and will include, but not be limited to, 2080 hours of work, health insurance costs, retirement costs and other benefits and expenses for the assigned SRO not to exceed \$33,000.00 for the 2015/2016 school year. The City will inform the District of the total calculated charges no later than July 1 for each subsequent year this Agreement remains in effect.
- b) An SRO will be assigned by the City to work within District schools/facilities on a full-time basis (eight (8) hours per day) on those days and during those hours that school is in session. However, the assigned SRO may be engaged to perform additional work within District schools/facilities and/or at District-sponsored events upon the mutual agreement of the City and the District. Upon receiving a written invoice from the City detailing additional hours worked by the SRO within District schools/facilities and/or at District-sponsored events, the District will reimburse the City for the additional hours worked at a rate of 1.5 times the regular hourly rate of pay of the SRO. Likewise, if the SRO is unable to complete a full 40 hour work week, the City shall prorate that differential to the District for subsequent billings.

Each party will maintain a budget for expenditures under this Agreement.

- E) Assignment and Selection: The District, with input from the City's Chief of Police, shall choose the SRO to be assigned to the District from a qualified pool of applicants provided by the City, on the basis of the following minimum criteria:
- a) The SRO must have the ability to deal effectively with a diverse student population.
  - b) The SRO must have the ability to present a positive image and symbol of the City police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature that a positive image of the City is reflected. The SRO should sincerely want to work with staff and students of the District.

- c) The SRO must have the ability to provide good quality educational service in the area of law enforcement. The education, background experience, interest level, and communication skills of the SRO must be at a level which allows the SRO to effectively and accurately provide law enforcement resource teaching services within the District.
- d) The SRO must have the desire and ability to work cooperatively with the principals and other building administration staff and employees of the District.
- e) The SRO must be a Kansas state certified law enforcement officer.

The parties agree the SRO assigned to work within the District will remain as the SRO until properly relieved of those duties by either:

- a) Personal request of the assigned SRO for reassignment.
- b) Removal. To remove an assigned SRO, the District's Superintendent or designee shall provide a written communication to the City requesting removal and outlining reasons for the requested change. Unless otherwise agreed by the District and the City, the City shall assign a different SRO to work within the District within ten (10) days of receiving such a written request, in compliance with the terms of this Agreement.

F) Responsibilities.

- a) **The City shall** be responsible for the following:
  - i) Recruit, train, and assign certified law enforcement officers to serve as SROs in compliance with the terms of this Agreement.
  - ii) Ensure an SRO is assigned when school is in session in compliance with the terms of this Agreement. This assignment does not prohibit the assigned SRO from participating in emergency response or fulfilling training requirements as determined to exist by the Chief of Police or his/her designee.
  - iii) Provide standard police support to the District when the assigned SRO is absent due to illness or police training.
  - iv) Evaluate the assigned SRO through observation of the SRO in the general school setting, as well as in performance of general law enforcement duties and responsibilities.
  - v) Seek input from the District to be considered in the annual evaluation of the assigned SRO.
  - vi) Identify, apply for and administer any available City/law enforcement-specific grants that offset the annual operating costs of the SRO.
  - vii) Provide the assigned SRO with required police equipment, automobiles, uniforms, and law enforcement supplies.

- b) **The District shall** be responsible for the following:
- i) Participate with the City's Police Department in providing training for the SRO through development of an orientation program and occasional in-service training opportunities.
  - ii) Provide timely feedback to the City's Chief of Police with respect to performance specific to the role of SRO.
  - iii) Provide a regular liaison to coordinate the program with the City's Chief of Police.
  - iv) Identify, apply for and administer any available District/school-specific grants that offset the annual operating costs of the SRO program.
  - v) The District shall provide office space, basic office supplies and access to a computer, if necessary, to the assigned SRO.
  - vi) Provide the assigned SRO a meal break each day, as workload allows.
- c) **Both the District and the City shall** provide administrative support for the SRO program.
- d) **The parties agree** that the responsibility for the administration of student discipline shall be the duty of the District.

G) IDEMNIFICATION. The City shall indemnify and hold harmless the District, and/or its officers, agents, employees, from any and all claims, actions, suits, liability, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, and/or its officers, agents and employees, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws are at issue. If final judgement be rendered against the District and/or its officers, agents and employees, or jointly against the District and the City and/or their respective officers, agents and employees, the City shall satisfy the same.

The District shall indemnify and hold harmless the City, and/or its officers, agents, employees, from any and all claims, actions, suits, liability, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act of omission of the District, and/or its officers, agents and employees, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City, the District shall defend the same at its sole cost and expense; provided, that the City reserves the right to participate in such suit if any

principle of government or public laws are at issue. If final judgement be rendered against the City and/or its officers, agents and employees, or jointly against the District and the City and/or their respective officers, agents and employees, the District shall satisfy the same.

In execution of this Agreement, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules and/or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule and/or regulation is principally at issue, the District shall defend the same at its sole expense and if judgement is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

H) No Third-Party Beneficiary. This Agreement, including, but not limited to, the indemnification provisions in Section G above, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liabilities to third parties.

I) Miscellaneous:

- a) The SRO shall comply will all applicable federal, state and city laws and ordinances, as well as District policies, in the performance of his/her duties under this Agreement.
- b) Upon execution of this Agreement, all previous memorandums of understanding and agreements between the parties concerning assignment of an SRO to the District shall be void and of no further force or effect.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year above written.

**CITY OF CLEARWATER, KANSAS  
264**

**UNIFED SCHOOL DISTRICT**

\_\_\_\_\_  
MAYOR, BURT USSERY

\_\_\_\_\_

SEAL  
ATTEST:

SEAL  
ATTEST:

\_\_\_\_\_  
CITY CLERK, COURTNEY MEYER

\_\_\_\_\_  
CLERK

**City of Clearwater  
City Council Meeting  
August 25, 2015**

**TO:** Mayor and City Council  
**SUBJECT:** Adopt an Ordinance Amending Certain Sections of the Clearwater Municipal Code in Relationship to the Consumption of Alcohol on Public Property.  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** At the August 11, 2015 meeting, the Governing Body directed legal counsel to prepare the appropriate documents and ordinances to allow the consumption of alcohol on public property via temporary permits. The direction came after discussion of the Governing Body and subsequent approval of a temporary permit for a beer garden on Saturday evening of the Fall Festival.

**Analysis:** Ordinance #1001 as prepared by the City Attorney amends Section 11.04.020 of the Clearwater Municipal Code and permits the consumption of alcohol on city property if a temporary permit has been granted or approved by the Governing Body and the State of Kansas. The ordinance as written continues the prohibition of consumption of alcohol on public space or roadway at any other time than when and where a special event permit has been granted by the Governing Body.

**Financial:** There will be a small fee for publication of this ordinance.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Adopt Ordinance #1001 amending Section 11.04.020 of the Clearwater Municipal Code.

**Attachments:**  
Ordinance 1001 (5-pages)

(Summary First Published in the Times-Sentinel  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.)

THE CITY OF CLEARWATER, KANSAS

ORDINANCE NO. 1001

AN ORDINANCE EXEMPTING THE CLEARWATER CITY PARK AND ITS FACILITIES FROM THE STATUTORY PROHIBITIONS ON THE DRINKING OR CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF CLEARWATER, KANSAS BY AMENDING SECTION 11.04.020 OF THE CLEARWATER, KANSAS MUNICIPAL CODE.

WHEREAS, K.S.A. 41-719(c) prohibits the drinking or consumption of alcoholic liquor on public property; and

WHEREAS, K.S.A. 41-719(d) authorizes the Governing Body of the City of Clearwater, Kansas to exempt, by ordinance, specified property, the title of which is vested in the City of Clearwater, Kansas, from said prohibition on the drinking or consumption of alcoholic liquor on public property; and

WHEREAS, K.S.A. 41-2645(a) authorizes the state of Kansas to issue a temporary permit allowing the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, which may be open to the public, subject to the terms of such permit; and

WHEREAS, the Governing Body of the City of Clearwater, Kansas desires to exempt the Clearwater City Park and its facilities located at 145 North 4th Avenue, Clearwater, Kansas, the title of which is vested in the City of Clearwater, Kansas, from said prohibition on the drinking or consumption of alcoholic liquor on public property by temporary permit issued in conjunction with a temporary sale permit issued by the state of Kansas pursuant to K.S.A. 41-2645(a).

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS:

Section 1. Amending Section 11.04.020 of the Clearwater, Kansas Municipal Code.

Section 11.04.020 of the Clearwater, Kansas Municipal Code is hereby amended to read as follows:

“11.04.020 - Cereal malt beverages and alcoholic liquor—Public consumption.

A. The following words and phrases, whenever used in this section, shall be construed as follows:

1. Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

2. Alcoholic liquor means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

3. Beer means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager beer, porter and similar beverages having such alcoholic content.

4. Clearwater City Park and its facilities means the Clearwater City Park and its facilities located at 145 North 4th Avenue, Clearwater, Kansas which is a tract of land located in the Southeast corner of the Southeast Quarter of Section 23, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, more particularly described as follows:

Beginning 50 feet North and 30 feet West of the Southeast corner of the Southeast Quarter of Section 23, Township 29 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North 482.5 feet; thence West 847 feet; thence South 482.5 feet; thence East 847 feet to the point of beginning, with a commonly known address of 145 N. 4th Avenue, Clearwater, Kansas.

5. Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous

liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

6. Wine means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.

B. Except as provided in this section, it is unlawful for any person twenty-one (21) years of age or older to have in his/her possession any cereal malt beverage and/or alcoholic liquor, except in the original and unopened containers, or to consume any cereal malt beverages and/or alcoholic liquor in or upon, or inside or upon any vehicle in or upon, the public highways, roads, streets, alleys, sidewalks, parks, playgrounds, driveways or parking lots, whether the driveways or parking lots be public or private if they are open to and accessible to the members of the public within the city.

C. Pursuant to the provisions of K.S.A. 41-719(d) and this section, the Clearwater City Park and its facilities may be exempted from the prohibitions on the drinking or consumption of alcoholic liquor on public property contained in K.S.A. 41-719(c) as well as those prohibitions concerning the drinking or consumption of alcoholic liquor on public property contained above by virtue of a temporary permit issued by the Governing Body of the City of Clearwater, Kansas in conjunction with a temporary alcoholic liquor sales permit issued by the state of Kansas pursuant to the provisions of K.S.A. 41-2645(a).

1. Any temporary permit issued pursuant to this section shall not exceed the length of the temporary sales permit issued by the state of Kansas pursuant to the provisions of K.S.A. 41-2645(a) and shall be issued to a specific person, individually or on behalf of a group or organization.

2. Any such temporary permit shall be signed, sealed and issued in writing by the City of Clearwater, Kansas and shall specify the exact dates and hours of the permit, describe the exact area of the Clearwater City Park and its facilities exempted by the permit and contain such additional conditions as deemed prudent by the Governing Body of the City of Clearwater, Kansas.

D. The person receiving a temporary permit pursuant to this section shall conspicuously post the permit within the area of the Clearwater City Park and its facilities exempted by the permit during the entire time the permit is in effect.

E. The Clearwater Police Department shall be responsible for enforcing the provisions of this Ordinance and the terms and conditions of all temporary permits issued hereunder within the City of Clearwater, Kansas, but nothing in this section shall be interpreted to prohibit any other person who would otherwise be lawfully entitled to enforce other alcoholic liquor and cereal malt beverage laws which are not effected by provisions of this Ordinance from taking enforcement action.

F. It shall be unlawful for any person receiving a temporary permit pursuant to this Ordinance to fail to comply with the posting provisions of this section.

G. It shall be unlawful for any person to fail to comply with any term or condition of any temporary permit issued pursuant to this section.

H. Violation of any provision of this section is a class C misdemeanor.”

Section 2. Severability.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. Effective Date.

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

Adopted by the City Council this 25th day of August, 2015.

Approved by the Mayor this \_\_\_\_ day of August, 2015.

SEAL

ATTEST:

\_\_\_\_\_  
MAYOR, BURT USSERY

\_\_\_\_\_  
CITY CLERK, COURTNEY MEYER

**City of Clearwater  
City Council Meeting  
August 25, 2015**

**TO:** Mayor and City Council  
**SUBJECT:** Adopt an Ordinance Amending Certain Sections of the Clearwater Municipal Code in Relationship to the Issuance of Temporary and Special Event Licenses for Alcoholic Consumption  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** At the August 11, 2015 meeting, the Governing Body directed legal counsel to prepare the appropriate documents and ordinances to better align the Municipal Code with State requirements for the issuance of Temporary and Special Event Permits for Alcoholic Consumption.

**Analysis:** Ordinance #1002 will be presented at the meeting on Tuesday that will adopt the changes and strike requirements such as training classes for those issued permits and their employees at special events as well as some of the requirements on background checks..

**Financial:** There will be a small fee for publication of this ordinance.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Adopt Ordinance #1002 amending certain sections of the Clearwater Municipal Code.

**Attachments:**

Ordinance will be presented at the meeting on Tuesday.