

City of Clearwater Council Meeting Agenda  
Tuesday February 25, 2020 at 6:30pm  
129 E Ross Clearwater, KS 67026

1. CALL TO ORDER / INVOCATION AND FLAG SALUTE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC FORUM  
Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. CONSENT AGENDA  
Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
  - a. [02/11/20 Council Meeting Minutes](#)
  - b. [Claims and Warrants](#)
  - c. [Mayoral Appointment](#)
  - d. [GBN, P.A. Engagement Letter](#)
6. RECREATION COMMISSION UPDATE – JAMI TJADEN & JOHN HURLEY
7. [STAFF REPORTS](#)
8. BUSINESS
  - a. [Consider Memorandum of Understanding with Sedgwick County & USD 264 For Point Of Dispensing Coordination](#)
  - b. [Approve Repair Costs for Public Works Vehicle](#)
  - c. [Consider Business Park Agreement with J. Martin](#)
  - d. [Consider Resolution 03-2020 Housing Incentives](#)
  - e. [Consider Ordinance 1058 Approving the Serving Of Complimentary Alcoholic Liquor Or Cereal Malt Beverages For The 2020 Spring Art Walk](#)
9. ADMINISTRATORS REPORT
10. GOVERNING BODY COMMENTS
11. ADJOURNMENT

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1058

Resolution: 03-2020

**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**  
February 11, 2019  
Clearwater City Hall – Council Chambers  
129 E. Ross Avenue Clearwater, KS 67026

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**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, and Chad Pike were present.

Chris Griffin and Yvonne Coon were absent.

The following staff members were present:

Ron Marsh, City Administrator, Courtney Meyer, City Clerk; Austin Parker, City Attorney.

Others Present: Jason Martin, Tricia Nichols, Michele Dinwiddie, Tina Welch, GW Wilber, Ruth Glenn, Kirk Ives, Capsa Reed, Cindy Miles.

**3. Approval of the Agenda**

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated item 14a needs to be changed to 8a.

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

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

**4. Public Forum**

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: 01/28/20

Claims and Warrants 02/05/20 = \$36,939.53

Mayoral Appointment – Craig Mellen – Park Advisory Board term 2018 - 2022

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

**6. Census 2020 Presentation**

Jason Dean with the Census Bureau spoke to Council and audience about the upcoming 2020 Census. Residents will start to get mailers in March and will have an opportunity to take the Census via phone or computer. If they don't the Census staff will be going door to door to complete the Census. Mr. Dean stated that the information is demographics only and the data is used to determine Federal funding for

the area. He emphasized that everyone needs to be counted so the area in which they live will receive the accurate amount of funding. The Census data is also used when applying for Grants and companies use the Census data as a tool to determine growth.

Griffin enters at 6:40 PM

## **7. Library Year End Report**

Tina Welch, Library Director, updated council on 2019 Library activities. She stated aside from circulation the Library runs many programs; Trunk or treat participants, Cowskin Clydesdales, Storytime, National Pizza Day, Honey Day, Fire Safety, Holiday Elf, Lego Land, Big Read, Summer Reading, Books & Beyond Geek Con, and Interactive Mystery Dinner Theater. Welch reported that there were 1000 that participated in the summer reading program and 3000 overall in all the programs throughout the year.

## **8. Staff Reports**

- a. Police Department – Jason Gearhardt – councilmember Palmer-Witt asked if there were solutions to the preventing the vandalism in the Park. Staff said we are working on finding alternative camera system. Council had no other questions.
- b. Fire Department – Council had no questions
- c. Public Works – Ernie Misak – stated, in addition to his report, the public works staff has been working on the ball diamonds. Palmer-Witt questioned if the City was notified of changes to the meter. Misak stated no, we weren't, we were notified during the lastest inspection that the meter was no longer compliant. It was the first inspection we had on the meters in 17 years.
- d. Senior Center – Sonja Froggatte – Council had no questions.

## **9. Business Park Proposal**

Jason Martin, with J. Martin Co, stated he was interested in lots 2 and 3 Block 3 of the Industrial Park. He has been working with a business that would like to relocate to Clearwater. Currently there is no road or water to those lots. Martin is proposing to put in the road and drainage improvements to the two lots in exchange for the lot purchase. With the road improvement it would also give access to lots 1 and 2 in the Industrial Park. The Reserve A would be improved to hold any runoff from the improved lots. The Reserve A would then drain East of Chisholm Ridge. The road Martin is proposing is 6" compacted rock base with crushed asphalt. This would be an open ditch concept. Griffin questioned why curb and gutter wasn't considered. Marsh stated that the subdivision regulations did not call for curb and gutter.

- a. **Executive Session – K.S.A. 75-4319(b) (4) To Discuss Data Related to Financial Affairs or Trade Secrets of Corporations, Partnerships, Trusts, and Individual Proprietorships.**

**Motion: Palmer-Witt** moved, **Shore** seconded to recess into executive session pursuant to the financial affairs or trade secrets of a second party to include the City Administrator, City Attorney, and Jason Martin. The open meeting will reconvene in the City Council Chamber at 7:50 p.m. Voted and passed unanimously.

Mayor Ussery called the meeting back to order at 7:50 and stated there was no action taken in executive session.

**Motion: Palmer-Witt** moved, **Pike** seconded to authorize staff to generate a contract between the City of Clearwater and Jason Martin for lots 2 and 3 Block 3 of the Clearwater Industrial Park, with the discussed terms put into the contract. Voted and passed unanimously.

## 10. Business

### a. Street Closure Request for Art Walk

In 2016 City Council established an application process to close roads for special events. This was to create a more coordinated process, so the City departments are aware of the street closures.

The 6<sup>th</sup> annual Art Walk will be held April 3, 2020 from 6 to 9pm. The event has requested road closures between 5:00pm to 9:30pm to allow for safe set up, attendance and tear down.

The road closure includes Ross Ave between Byers and Gorin and Gorin from Ross to the Baptist Church driveway.

This event is hosted by the Clearwater Community Foundation and sponsored by variance Clearwater organizations and businesses.

**Motion:** *Griffin* moved, *Palmer-Witt* seconded to approve the street closures for the Art Walk. Voted and passed unanimously.

### b. Consider Ordinance 1057, Limited Time Parking at Library

Over the past couple of months library staff has brought to the attention of City staff that employees of a private business are parking in the city owned lot behind the library, when there is a parking lot provided for the employees at the business. The concern is that with the business's employees parking in the lot during the day, there are not enough spaces left for adequate library patron parking, particularly during the busy summer months.

Library staff as well as the Police Department have spoken with the business's management and the situation improves for a while then regresses.

The Library Board is requesting the Governing Body designate the city owned parking lot behind the library as "Limited Time Parking Zone". The 2019 Standard Traffic Ordinance for Kansas Cities allows cities to establish limited time parking zones by lawful authority (STO Sec. 97 per K.S.A. 8-2002(a)(1)). Clearwater adopted the 2019 STO in August of 2019 by Ordinance 1052 and in discussions with the City Attorney, lawful authority means adopting an ordinance. Therefore, to establish an enforceable limited time parking zone on city owned property the Governing Body must approve an ordinance establishing the parking zone.

Library staff has requested that the limited time parking be for not more than 2 hours, 8:00am – 8:00pm, Monday – Friday.

Michele Dinwiddie and GW Wilbur spoke to council on behalf of the Library Board and stated that the elderly patrons are having a hard time getting to the Library when the back-parking lot is full. It is easier for those patrons to park out back because there are no stairs or curbs in the back. The Board is only requesting 2-hour parking for Monday – Friday because they don't feel that the parking is an issue on Saturdays.

Council discussed and asked if the program they host will exceed 2 hours? Welch stated no they wouldn't. Council also asked Interim Chief Gearhardt how they will police the area. Gearhardt stated he believe the signs will be a deterrent but if it continues to be a problem, even with the signs up, they will mark the tire(s) with a chalk mark and be able to monitor it that way.

**Motion:** *Griffin* moved, *Palmer-Witt* seconded adopt Ordinance 1057. Shore, yea; Palmer-Witt, yea; Pike, yea; Griffin, yea. Voted and passed unanimously.

**c. Consider Fireworks Proposal**

Victory Pyrotechnics has submitted a proposal to produce the firework show for the City of Clearwater on July 4, 2020.

The show will consist of fireworks only, no pyrotechnics, lights, lasers.

The cost of the show will not exceed \$8000, which the City has budgeted for fireworks in 2020.

**Motion: Palmer-Witt** moved, **Shore** seconded accept the fireworks proposal from Victory Pyrotechnics. Voted and passed unanimously.

**11. Discussion**

**a. Budget Transfer of Excess Funds**

Through the 2018 audit process the Auditor suggested the Governing Body consider transferring funds that finished the year under budgeted expenditures to the equipment reserve to help offset future purchases that otherwise may have an impact on future mil levies.

After wrapping up the 2019 budget year some departments were under their budgeted expenditures, and staff is suggesting the following transfer schedule to the Equipment Reserve Fund:

Department	Left in 2019 Budgeted Exp.	Suggested Reserve Use	Reason under Budget
Admin	\$60,000.00	Office Improvements/ Pool Slide Repair/ Discretionary	Personnel Insurance/ Abatements/ Incentives
PD	\$41,000.00	Office Remodel	Personnel (salaries & ins)
Court	\$19,000.00	Fingerprint Scan/ Video Court	Contractual Services
PW	\$5,800.00	Tools	Contractual Services
Fire/ EMS	\$51,000.00	Fire Equipment	EMS Department Closed
Park	\$29,000.00	Park Improvements	Personnel (didn't hire)
Pool	\$1,400.00	Pool Repair	Equipment Repairs
Museum	\$1,200.00	Building Maintenance	Gas/ Electric
Library	\$3,300.00	Building Maintenance	Gas/ Electric
Special Hwy	\$110,900	2019 Street Project \$105,000/ Discretionary	Project not completed/ Street Supplies
Water	\$9,450	Tools/ Water Line Improvements	Personnel/ Pipes, valves, & fittings
Sewer	\$55,539	2019 Reline 8" Line \$20,000/ Discretionary	Project not completed/ Personnel

All the funds would be transferred into the respective equipment reserve fund for future use. This has no impact on the mil levy.

Councilmember Griffin questioned whether it was a good idea to keep the funds separated or to put the funds all together. Council discussed and decided to move forward with the staff recommendations of keeping it separated.

**Motion: Shore** moved, **Palmer-Witt** seconded approve the year end transfer schedule presented by staff. Voted and passed unanimously.

**b. Aquatic Center Hours of Operation**

At the end of the 2019 pool season, some members of the Governing Body expressed concern about the hours of operation for the aquatic center. There was concern that pool usage was not being maximized, particularly around 5:00pm when citizens were driving past on their way home from work and saw an empty pool. Council directed staff to look at when the pool was open and if there was a way to extend or make better use of the time for pool operation.

Here are hours of operation for the pool for previous years:

First week the pool is open:	Daily swim	Everyday	1:00pm – 6:00pm
Second Week to End of Season	Daily swim	Monday – Friday Saturday – Sunday	1:00pm – 5:00pm 1:00pm – 6:00pm
	Twilight Swim (\$1)	Mon, Wed, Fri	7:00pm – 8:30pm
	Pool Parties	Tuesday & Thursday Saturday & Sunday	7:00pm – 8:30pm 6:00pm – 9:00pm
	Swim Lessons	Monday – Friday	9:00am – 12:00pm 6:00pm – 7:00pm
	Swim Team	Monday – Friday	8:00am – 9:00am 5:00pm – 6:00pm

**With this schedule the pool is open for public swim 33 hours per week.**

Staff met with the pool manager and swim team manager and tried to develop a new schedule that will meet the needs of swim lessons and swim team while increasing the time the pool is open for daily swim.

Start of Season to End of Season	Daily Swim	Everyday	1:00pm – 6:00pm
	Twilight Swim (\$1)	Friday	6:00pm – 8:00pm
	Pool Parties	Saturday & Sunday	6:00pm – 9:00pm
	Swim Lessons	Monday – Friday Monday – Thursday	11:00am – 1:00pm 6:00pm – 7:00pm
	Swim Team	Monday – Friday Monday – Thursday	10:00am – 11:00am 7:00pm – 8:00pm

There are 6 weeks of Swimming Lessons and 5 weeks of Swim Team

**With this revised schedule the pool is open for public swim for 37 hours per week.** Staff believes a more streamlined schedule will be easier for residents to follow.

In addition to the schedule change, staff is working with the pool manager to create a new swim lesson program. Clearwater has been losing swim lesson participants due to the limited lesson times we have been able to offer. We contacted numerous municipal pools to get feedback and use their models to help create a new swim lesson program that we believe will increase our participation rates by offering more lessons within the swim lesson window. With the new program, we need to create a new position, the Swim Lesson Coordinator. The Swim Lesson Coordinator will be under the direction of the Pool Manager. The Coordinator will be responsible for a safe pool environment which includes day-to-day planning and supervision of the swim instruction program; supervision of all swim lesson staff and interaction with parents and participants.

The proposed schedule increases personnel costs for the pool. In 2019 those costs were \$38,000, and for 2020 the projected costs are \$44,000. The difference in costs include the addition of a

swim lesson coordinator (\$2400), lifeguard additional hourly wages and increase for the Pool Manager.

Council questioned if \$6000 was worth opening the pool for 4 more hours a week. Staff stated that the new schedule also comes with a new swim lesson schedule that would offer more swimming lessons. With the change, staff hopes that it will also increase the revenue in swimming lessons that has been decreasing over the year.

Council also questioned whether moving from 3 nights of night swim to 1 night will be adequate. Staff suggested that once swim team and swim lessons are over, we could re-open the pool for night swim on Monday's and Wednesday's as well. Council decided that if the new schedule doesn't work, we can always go back to the old schedule the following year.

**Motion:** *Shore* moved, *Palmer-Witt* seconded to approve the new Aquatic Center schedule as presented. Voted and passed unanimously.

**c. 2020 Housing Incentives**

Mayor Ussery addressed council and pointed out some facts related to the incentive programs the city has had in the last 4 year.

	Completed/ Pending Single-Family Residents
Park Glen Estates	9
Chisholm Ridge	18
Other	2

The City started with 37 lots in Phase 2 & 3 and now there are only 11 left.

*Purpose*

- Increase revenue through long term city property tax.
- Attract new families to support the community, school district, etc.

*Expectations*

- Attract new home building in Clearwater by providing incentives to the homebuyer.
- Continue momentum in Chisholm Ridge and Park Glen Estates
- Expand to "any" *new home building* within Clearwater
- Builders benefits from the additional motivation of buyers.

Proposed **2020 Incentives** Include two features:

- Property Tax Rebate Program (City Portion of Sales Tax)
  - 50% tax rebate will have a different impact based on the size of the property.
  - The PTRP serves to motivate a new buyer with savings of the City Portion of Sales Tax over a 3-year period.
    - 3-year period is to encourage long term homeownership

- Homebuyer Cash Allowance
  - Homebuyer will receive a cash payment of \$1,500.00 to be used without restrictions

*Can be either a “builder to occupy” or “buyer” of a NEW SINGLE-FAMILY RESIDENCE!*

Eligibility:

- Enter into agreement to purchase a new single-family residence within the City Limits of Clearwater during the program year.
- Take possession (Closing or Certificate of Occupation) within a specific period of time.
- Must be the first owner of the new property
- Must apply for the program through the City Clerk as set forth in the program.
- The residence must be used as the primary dwelling.
- Property Taxes must be paid and current to receive rebate.
- Applies only to the original applicant and is not transferable.
- *Tax rebate may be delayed until the first-year taxes are fully based on appraisal of improved property.*
- Qualifying residence must be connected to available City services.
- Property titling must be in the individual property owner’s name/trust, and not a corporation, company, LLC, etc.

Council reviewed the Mayors suggestions and wanted to add clarification on when applications are due/ accepted and how much time a person must collect on their homebuyer allowance some.

Council asked staff to prepare a document with the proposed changes and send it out to Council to see if they have any other suggestions before bringing the final document back to the next council meeting for adoption.

## **12. Administrators Report**

- Gilmore Solutions is officially on board as our IT company. They still need to install their own firewalls and send up a report on vulnerabilities they see that we will need to address.
- Midland GIS has received the executed contract. The crew will be onsite to start collecting data in about 6-8 weeks. The project manager will meet with us by the end of this month to set up the kick-off and planning of the project.
- The Sedgwick County Household Hazardous Waste department will be in Clearwater this summer to hold a remote collection event. It is tentatively scheduled for either June 13 or 20.
- As the school district is our biggest employer, I attended all four meet and greet sessions during the superintendent interviews.
- City offices will be closed Monday February 17<sup>th</sup> for President’s Day.
- The annual audit is penciled in for the 1<sup>st</sup> week of March.
- The League of Kansas Municipalities “Governing Body Institute and Kansas Mayors Conference” is April 24-25 in Manhattan. This event provides new officials with information on municipal operations helpful to success in public office. Re-elected officials will also find value in up-to-date information. If you are interested, please let Courtney or I know.
- Earlier this year the Mayor directed me to provide Council members with a synopsis of the Request for Proposal/Request for Bid vendor solicitation process. Please review at your convenience and if you have any questions or concerns, please do not hesitate to phone, email or come in and see me.

## **13. Governing Body Comments**

Griffin had nothing to report

Pike had nothing to report

Palmer-Witt had nothing to report.

Shore mentioned that Commission O'Donnell dad passed away on Super Bowl Sunday.

Ussery had nothing to report

**14. Executive Session**

**a. K.S.A. 75-4319(B) (1) TO DISCUSS PERSONNEL MATTER OF NONELECTED PERSONNEL**

**Motion:** *Griffin* moved, *Palmer-Witt* seconded to enter executive session to discuss personnel matters and to include the City Administrator and City Attorney. Council will reconvene the open meeting at 9:40 PM. Voted and passed unanimously.

Mayor Ussery called the meeting back to order at 9:40 PM and stated there was no action taken in executive session

**15. Action as a result of Executive Session**

**Motion:** *Palmer-Witt* moved, *Shore* seconded to appoint Kirk Ives as Chief of Police with a start date of March 1, 2020. Staff is to develop an employment agreement with the terms set by council. Voted and passed unanimously.

**16. 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 9:45 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 February 11, 2020 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 25<sup>th</sup> day of February 2020

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

# Check Register Report

Date: 02/18/2020

Time: 2:23 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
<b>EMPRISE BANK Checks</b>								
45949	02/19/2020	Printed			APS1	AAA PORTABLE SERVICES, INC	RENTAL1-18 - 2-14	70.00
45950	02/19/2020	Printed			AXON	AXON ENTERPRISE, INC	ANNUAL PAYMENT	190.55
45951	02/19/2020	Printed			B & T	BAKER & TAYLOR	MATERIALS	84.67
45952	02/19/2020	Printed			BARDAVON	BARDAVON HEALTH INNOVATIONS	POET AND DRUG TEST	110.00
45953	02/19/2020	Printed			BET 1	BETTS PEST CONTROL	129 E. ROSS	249.13
45954	02/19/2020	Printed			BROAD	BROADSTROKE INC	WATER BILLS	657.74
45955	02/19/2020	Printed			CPLP1	CENTER POINT LARGE PRINT	MATERIALS	133.02
45956	02/19/2020	Printed			CI W	CIRUS WATER	POLICE DEPARTMENT	9.00
45957	02/19/2020	Printed			CLEARWA	CLEARWATER COMM FOUNDATION	ART WALK DONATION	250.00
45958	02/19/2020	Printed			CORE &	CORE & MAIN LP	DIFFUSER	43.55
45959	02/19/2020	Printed			DOS1	DIGITAL OFFICE SYSTEMS	OVERAGE	42.57
45960	02/19/2020	Printed			FAR	FARREL LANGE	RESTITUTION	80.00
45961	02/19/2020	Printed			GAL1	GALL'S INC.	BELTS/PANTS	926.39
45962	02/19/2020	Printed			H002	HACH COMPANY	FLUORIDE	1,063.94
45963	02/19/2020	Printed			INTER	INTERLINGUAL INTERPRETING SERV	MARSHA BURGOS	102.04
45964	02/19/2020	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	44 LOCATES	52.80
45965	02/19/2020	Printed			KST1	KANSAS STATE TREASURER	LEO TRAINING	167.50
45966	02/19/2020	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	SEWER ANALYSIS	150.00
45967	02/19/2020	Printed			METRO	METROPOLITAN AREA BUILDING	8/E/M/P PERMITS JAN 2020 CONS	723.90
45968	02/19/2020	Printed			MIG1	MIZE'S THRIFTWAY	STATEMENT	65.49
45969	02/19/2020	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	NEW CUSTOMER FORMS	77.73
45970	02/19/2020	Printed			OR	O'REILLY AUTO PARTS	MOTOR OIL	89.95
45971	02/19/2020	Printed			OV DR	OVERDRIVE, INC.	MAINTENANCE FEE	900.00
45972	02/19/2020	Printed			PET	PET WASTE ELIMINATOR	4 PET WASTE STATIONS	879.00
45973	02/19/2020	Printed			PCA1	PETTY CASH	CITY	64.64
45974	02/19/2020	Printed			PC02	PROCOM LMR, INC.	RADIO REPLACEMENT	516.75
45975	02/19/2020	Printed			REC BK	RECORDED BOOKS, LLC	MATERIALS	94.50
45976	02/19/2020	Printed			SAM1	SAM'S CLUB	STATEMENT	134.62
45977	02/19/2020	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	STATEMENT	1,892.16
45978	02/19/2020	Printed			SONJA	SONJA FROGGATTE	MILEAGE	65.56
45979	02/19/2020	Printed			USAB1	USA BLUE BOOK	PARK GLEN WET WELL	1,847.00
45980	02/19/2020	Printed			VER	VERIZON WIRELESS	STATEMENT	460.63
45981	02/19/2020	Printed			VISA	VISA	GAS/KEYS	407.54
45982	02/19/2020	Printed			WC11	WASTE CONNECTIONS, INC.	STATEMENT	14,643.03
45983	02/19/2020	Printed			WWW1	WICHITA WINWATER WORKS	HARDWARE/PROBE	83.14

**Total Checks: 35**

**Checks Total (excluding void checks):**

**27,328.54**

**Total Payments: 35**

**Bank Total (excluding void checks):**

**27,328.54**

# Check Register Report

Date: 02/18/2020

Time: 2:23 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
475	02/19/2020	Printed			CLA1	COLONIAL LIFE & ACCIDENT	STATEMENT	177.80
476	02/19/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	09 E. ROSS	5,028.39
477	02/19/2020	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	SALES TAX	286.83
478	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	921 E. JANET	243.50
479	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	149 N. FOURTH	206.91
480	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	901 CLEARCREEK	56.89
481	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	109 E. ROSS	227.05
482	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	129 E. ROSS	236.80
483	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	319 W. ROSS	498.47
484	02/19/2020	Printed			KGS1	KANSAS GAS SERVICE	401 W. ROSS	191.70
485	02/19/2020	Printed			SKT1	SKT	LIBRARY	127.03
486	02/19/2020	Printed			SKT1	SKT	HISTORICAL SOCIETY	110.26

<b>Total Checks: 12</b>	<b>Checks Total (excluding void checks):</b>	<b>7,391.63</b>
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<b>Total Payments: 12</b>	<b>Bank Total (excluding void checks):</b>	<b>7,391.63</b>
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<b>Total Payments: 47</b>	<b>Grand Total (excluding void checks):</b>	<b>34,720.17</b>
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**City of Clearwater  
City Council Meeting  
February 21, 2020**

**Mayoral Appointment**

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**Context:** Per City Ordinance 778 the Mayor appoints representatives for Council approval to the Public Building Commission as vacancies occur. The Public Building Commission has had a vacancy for over a year and the following individual has agreed to serve a 4 year term:

Dena Schule    2020-2024

Included in the backup material is a copy of the Public Building Commission by-laws.

**Financial:** There is no financial obligation for the City.

**Legal Considerations:** Review and comment as necessary.

**Recommendations/Actions:** Approve the mayor's appointment

**BYLAWS  
of the  
City of Clearwater, Kansas Public Building Commission**

**ARTICLE I**

**AUTHORITY**

The City of Clearwater, Kansas (the "City") Public Building Commission ("PBC") has been created pursuant to Ordinance No. 778 of the City, and it is authorized to adopt these bylaws pursuant to law and to the aforementioned Ordinance.

**ARTICLE II**

**ORGANIZATION AND OFFICERS**

A. The officers of the PBC shall be a President, a Vice-President and a Secretary, and they shall have the following authority:

1. The President shall preside at all meetings of the PBC and shall sign, execute, act and deliver for the PBC all contracts, warrants, deeds, conveyances, leases, bonds and documents of any kind required or authorized to be signed or delivered by the PBC.
2. The Vice President shall in the absence or disqualification or disability of the President perform the duties of the President and shall act in his/her place with the full power and authority which he/she would have were he/she present. In case of the resignation or death of the President, the Vice President shall perform such duties as are imposed on the President until such time as the PBC shall elect a new President.
3. The Secretary shall keep the records of the PBC and act as secretary at the meetings thereof. The Secretary shall record all votes and shall keep all records of the proceedings of the PBC in a written journal. The Secretary shall keep and protect the seal of the PBC and shall have the power to affix such seal and attest to all contracts and documents authorized to be executed by the PBC.

B. The PBC shall appoint such other officers as may be required by law or ordinance or as the business of the PBC demands.

C. The officers of the PBC shall perform such other duties and functions as may from time to time be required by the PBC or the Bylaws and regulations of the PBC.

D. The President, Vice President and Secretary shall be elected at the annual meeting of the PBC from among and by its number; and they shall hold office for one year or until their successors are elected and qualified.

E. Should an elective office become vacant, the commissioners shall elect a successor from their membership at the next meeting or as soon as is reasonably possible; and such successor shall serve for the unexpired term of office.

F. The PBC may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by law, provided funds are available or made available by the City.

G. Regular members and officers of the PBC shall serve without compensation.

### ARTICLE III

#### MEETINGS OF THE PBC

A. The annual regular meeting of the PBC shall be held in January of each year. The time and place of such meetings shall be determined by the President.

B. The Secretary, or other authorized officer, shall prepare a notice of the meeting and an agenda of all matters to come before the PBC and mail same to the PBC members no later than one week preceding the next regular meeting. A copy of the agenda shall also be furnished to the City Administrator and City Attorney for the City. Any member of the PBC may cause matters to be placed on the agenda by advising the Secretary no later than 12:00 noon on the tenth day preceding the next scheduled meeting.

C. Special meetings of the PBC may be called by the President at any time by giving 48 hours' notice of the time and place of such meeting to all of the members thereof, and such meetings may also be called upon the request of a majority of the qualified members.

D. Three qualified members shall constitute a quorum.

E. All meetings of the PBC shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided by these Bylaws or by procedures adopted by the PBC.

F. At the regular meeting of the PBC, the following shall be the order of business is

1. Roll Call
2. Approval of Minutes of Previous Meeting
3. Communications
4. Reports
5. Unfinished Business
6. New Business
7. Adjournment

G. All matters of business shall be voted upon by voice vote. The yeas and nays shall be entered on the minutes of such meeting when the vote is other than unanimous. On motion and passage of a majority of the members present, a roll call vote may be taken.

H. The PBC shall act by resolution in all formal matters.

#### ARTICLE IV

#### POWERS AND DUTIES OF THE PBC

The PBC shall have authority prescribed in Ordinance No. 778 of the City, including the power to:

A. Acquire real estate for purposes of constructing, reconstructing, equipping and furnishing, or purchase or otherwise acquire, a building or buildings or other facilities ("Land and Facilities") of a revenue producing character, including a building or buildings or facilities maintained and operated for (i) City offices or such other purposes as are commonly carried on in connection with such facilities and general City buildings, (ii) for public, municipal, community or recreational purposes of the City, (iii) for educational, recreational or administrative purposes for school districts (iv) housing and accommodation of county offices or county businesses or such other purposes as are commonly carried on in connection with such facilities and general county buildings and (v) for housing, accommodations and parking facilities for offices of state and federal agencies; and,

B. Enter into leases to lease all or any part of such Land and Facilities to any nonprofit corporation organized under the laws of the State of Kansas, or any federal, state, city or county governmental agency, or any municipal corporation, quasi-municipal corporation, political subdivision or body politic, or agency thereof, doing business, maintaining an office or rendering a public service in the county seat or county in which the commission was organized and to rent any space as may not be needed by such governmental agencies for such service facilities as such public building commission may determine will primarily serve the comfort and convenience of the occupants of its buildings or other facilities.; and,

C. Acquire fee simple title to real estate, including easements and reversionary interests in roads, highways, streets, alleys and other public places, and personal property required for PBC purposes by purchase, gift, or devise and to take title in the corporation name of the PBC; and,

D. Borrow money and issue revenue bonds ("Bonds") in the manner provided by law for the purpose of paying the cost or a portion of the cost of acquiring, constructing, equipping and furnishing Land and Facilities; to pledge the net revenues received from such Land and Facilities to secure such Bonds; and to make covenants with respect to the maintenance, operation, repair and insuring of improvements thereon; and,

E. Adopt a seal; and,

F. Convey title to governmental entities for which the PBC has held title, after Bonds issued for the purpose of acquiring Land and Facilities for the benefit of any such governmental entity have

been retired. Conveyance may be made of portions of the Land and Facilities as portions of the Bonds are paid or retired, if provision for such conveyance is provided for in bond documents and in the lease between the PBC and the lessee; and,

G. Pledge the interest in Land and Facilities acquired by the PBC to the payment of Bonds; and,

H. Do all other things and acts authorized and necessary or convenient to carry out the powers granted to the PBC under Ordinance No. 778 of the City, K.S.A. 12-1757 *et seq.*, as amended, and any applicable Charter Ordinances, including Charter Ordinance No. 13, of the City; provided, however, that under no circumstance shall any income of the PBC inure to the benefit of any private person.

#### ARTICLE V

#### SUPPORT SERVICES

The City, through the City Administrator, City Clerk and the City's Bond Counsel shall provide support services to the PBC. The City Attorney may provide legal representation to the PBC.

#### ARTICLE VI

#### REQUIRED NOTICES BY PUBLICATION

All notices required by law to be published shall be given by publication in the official newspaper of the City.

#### ARTICLE VII

#### SEAL

The seal of the PBC shall have the words "City of Clearwater, Kansas Public Building Commission" in the outer circle.

#### ARTICLE IX

#### AMENDMENTS TO BYLAWS

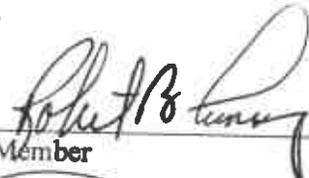
The PBC may, by a two-thirds majority vote thereof, amend these Bylaws or any provisions or sections thereof at any time when the same is not in conflict with or in contravention of any of the laws of the State of Kansas or ordinances and resolutions of the City applicable thereto; provided, however, that notice of the proposed amendments be furnished by the Secretary to the PBC members not less than ten days prior to the meeting at which said amendments are to be considered.

ARTICLE X

VESTING OF PROPERTY UPON DISSOLUTION

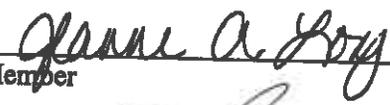
Upon dissolution of the PBC, title to all property owned by the PBC shall vest in and become the property of the City.

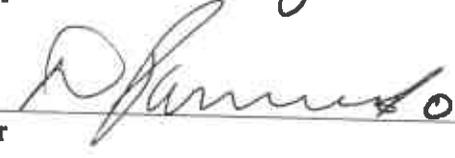
ADOPTED THIS 16th DAY OF MARCH, 2000.

  
Member

  
Member

  
Member

  
Member

  
Member

# GBN, P.A.

*Certified Public Accountants  
Management Consultants  
Tax Advisors*

12001 E. 13<sup>th</sup> St. North    Wichita, Kansas 67206    Telephone (316) 262-6277    Fax (316) 265-6150

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March 12, 2019

The Honorable Mayor and City Council  
129 East Ross  
P.O. Box 453  
Clearwater, Kansas 67026

Mr. Mayor and Council Members:

We are pleased to confirm our understanding of the services we are to provide for the City of Clearwater, Kansas, a Municipal Financial Reporting Entity, for the year ended December 31, 2019. We will audit the financial statement of the City of Clearwater, Kansas, as of and for the year ended December 31, 2019. It is our understanding that the financial statement will be prepared on the regulatory basis of accounting as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which practices differ from accounting principles generally accepted in the United States of America.

We have also been engaged to report on the regulatory-required supplementary information (RRSI) that accompanies the City of Clearwater's financial statement. We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

1. Schedule 1, Summary of Regulatory Basis Expenditures – Actual and Budget.
2. Schedule 2, Schedules of Regulatory Basis Receipts and Expenditures – Actual and Budget
3. Schedule 3, Schedule of Regulatory Basis Receipts and Expenditures – Agency Funds
4. Schedule 4, Schedule of Regulatory Basis Receipts and Expenditures – Related Municipal Entities (Clearwater Public Library and Clearwater Public Building Commission)

### **Audit Objective**

The objective of our audit is the expression of an opinion as to whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide* (KMAAG) and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America (GAAP) and to report on the fairness of the RRSI referred to in the second paragraph when considered in relation to the financial statement as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the KMAAG, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the City Clearwater's financial statement. Our report will be addressed to governing body of the City of Clearwater, Kansas. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statement and related matters.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures – Compliance**

As a part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City of Clearwater's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also prepare the financial statement, notes to the financial statements and the required supplementary information schedules of the City of Clearwater, Kansas, in conformity with the regulatory basis of accounting as prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which practices differ from accounting principles generally accepted in the United States of America, based on the information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or taken any action that could be construed as assuming management responsibilities.

#### **Auditor's Responsibility**

We will also be responsible for the following with regard to the audit of the financial statement:

- For complying with all auditing standards generally accepted in the United States of America as relevant to the circumstances of the audit of the financial statement;
- For evaluating whether the financial statement is suitably titled, adequately refers to or describes the KMAAG regulatory basis framework, includes a summary of significant accounting principles, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described in Management's Responsibilities above;
- For evaluating whether the financial statement achieves fair presentation with regard to KMAAG regulatory basis framework and forming the appropriate opinion on the financial statement taken as a whole; and
- Because the financial statement is intended for general use, we are responsible for expressing an opinion as to the fair presentation of the financial statement in accordance with GAAP, in addition to expressing an opinion about whether the financial statement is prepared in accordance with the KMAAG regulatory basis framework.

### **Management Responsibilities**

Management is responsible for selecting the appropriate financial reporting framework and for the basic financial statement and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge or experience to oversee our assistance with the preparation of your financial statement and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. It is our understanding that this individual will be the City Clerk unless we are notified otherwise.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the respective Summary Statement of Receipts, Expenditures and Unencumbered Cash of the City of Clearwater, Kansas, in conformity with the KMAAG and the practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the RRSI in conformity with the KMAAG and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from GAAP. You agree to include our report on the RRSI in any document that contains and indicates that we have reported on the RRSI. You also agree to include the audited financial statement with any presentation of the RRSI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the RRSI in accordance with the KMAAG; (2) that you believe the RRSI, including its form and content, is fairly presented in accordance with the KMAAG; (3) that the methods or measurement of presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI. With regard to the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose for using the KMAAG regulatory basis framework is to comply with the regulatory provisions applicable to the entity for preparation of the financial statement on a basis of accounting other than GAAP;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;

- Informative disclosures will be included in the financial statement that are appropriate to the KMAAG regulatory basis framework, including:
  - \* A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP;
  - \* Informative disclosures similar to those required by GAAP for items contained in the financial statement that are the same as, or similar to, those in financial statements prepared in conformity with GAAP; and
  - \* Management has chose to include the financial information of the following related municipal entities in its financial statement:
    - The Clearwater Public Library
    - The Clearwater Public Building Commission

#### **Audit Administration, Fees and Other**

Our fees are based upon rates applied to time expended in performing services and out-of-pocket expenses. Our fee for the examination of the City's 2019 financial statement, which will be presented on the regulatory basis of accounting to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a comprehensive basis of accounting other than generally accepted accounting principles, and will include the operations of the related municipal entities – the Clearwater Public Library and the Clearwater Public Building Commission, will not exceed \$11,725. You will also be billed for out-of-pocket costs such as travel, postage, copies, telephone, etc. Eric W. Meyer, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Billings, based on our estimate of current percentage of completion up to 75% of the total contract, will be made on a periodic basis as work progresses and are due when rendered.

Our estimated fee is based on the premise that City personnel will be instructed to provide us with assistance in the preparation of various schedules and locating invoices, statements and other supporting documents that we will require during the audit. This will enable us to spend a minimum amount of time performing clerical tasks and thus concentrate strictly on audit functions.

If at any time during the engagement any extraordinary matters come to our attention and an extension of our services appears to be required, we reserve the right to increase our fee, but only after consultation with you.

The Honorable Mayor and City Council  
February 21, 2020  
Page 7

We will be available for technical assistance throughout the year at no additional cost to the City provided that additional time for research or out-of-pocket expenses are not incurred.

Please note that it is our policy to require that master or printers' proofs be submitted to us for review if reproduction or publication of the financial statements, or any portion of them is intended. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The work papers for this engagement are the property of GBN, P.A. and constitute confidential information. However, we may be requested to make certain work papers available to the cognizant or oversight agency for audit pursuant to authority given to them by law or regulation. If requested, access to such work papers will be provided under the supervision of GBN, P.A. personnel. Furthermore, upon request, we may provide photocopies of selected work papers to cognizant or oversight agency for audit. Those agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

We appreciate the opportunity to be of service to the City of Clearwater, Kansas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*GBN, P.A.*

**RESPONSE:**

This letter correctly sets forth the understanding of the City of Clearwater, Kansas.

**Management Signature:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Governance Signature:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

To: Mayor and City Council

From: Jared Dinwiddie  
Clearwater Fire Chief

Date: February 21, 2020

Re: Fire Department Staff Report

- Clearwater Fire responded to 9 medical calls and 1 Fire call since last meeting.
- Average response time for SGCO EMS on medical calls has been around 17 minutes.
- SG County Fire Chiefs meeting was held at Clearwater Fire Department on Saturday, February 22<sup>nd</sup>.
- State-Wide Tornado drill is scheduled for Tuesday, March 3<sup>rd</sup> at 10 A.M.
- Storm Spotter class for the department and community on Thursday, March 5<sup>th</sup> 6:30 P.M. at the fire station.
- Members have been utilizing the new forcible entry prop, and many are pleased with the training it provides.

To: Mayor and City Council

From: Jason Gearhardt, Lt.  
Interim Chief

Date: February 25, 2020

Re: Police Department Staff Report

Gilmore is still working on the MDTs, but improvements are being seen.

The Tahoe Patrol Vehicle had an oil leak, which was fixed by True 2 U at a cost of about \$750.00.

One of our body cameras has been sent in for repairs.

Matters of interest since last meeting.

02/08 – Juvenile arrested for DUI, possession of alcohol by minor, and other traffic charges in the 100 block West Ross.

02/08 – Two juveniles arrested for possession of alcohol by minor, and transport open containers in the 1100 block Red River.

02/10 – Driver cited in the 100 block West Hellar for illegal tag, no proof of insurance and no driver's license in possession.

02/11 – Adult arrested in the 100 block North Fourth for a felony Sumner County warrant and driving while revoked.

02/14 – Juvenile cited for e-cigarette at the High School.

02/16 – Another board was kicked out of the treehouse at the park.

02/16 – Juvenile cited for an e-cigarette in Casey's parking lot.

02/17 – Sgt. Harp solved the hit and run accident involving the City's windmill at Kansas & Tracy.

02/18 – Theft of gasoline report at Jump Start.

02/19 – Juvenile cited for an e-cigarette at the High School.

02/20 – Non-Injury accident at First and Ross.

The entire department is looking forward to Chief Ives starting on March 2<sup>nd</sup>.

To: Mayor and City Council Members

From: Ernie Misak, Public Works Director

Date: February 25, 2020

Subject: Public Works Summary

1. Vandalism again at the Mikesell playhouse at the Park. This time a board was kicked out and broken into pieces on the side of the actual playhouse. Repaired again.
2. Continued to worked on alleys to add rock and fill potholes.
3. Mixed keel and sand for ball diamonds. Haul, spread and level additional keel to baseball and softball diamonds.
4. Replaced home plate and reset softball pitching rubber.
5. Cleaning fence lines on diamonds and batting cage. Will be installing batting cage nets as the grounds and weather permit.
6. Read meters and reread as required to verify accuracy.
7. Graded dirt/sand streets in town.
8. Installed three water services/meters for new housing construction.
9. Serviced all pickup trucks.
10. Having operational issues at the booster pump. Working with original installer and Com-tronix to repair and or replace non functional electronic controllers. This is causing several call outs by Public Works personnel.
11. Other normal duties and responsibilities.

# Clearwater Senior & Community Center

## Staff Report

February 24, 2020

To: Mayor & City Council

From: Sonja Froggatte, Director

1. February 25<sup>th</sup> is National Pancake Day! The I-Hop in Hutchinson is giving away free pancakes!
2. February 25<sup>th</sup> is also Fat Tuesday, signifying the end of the Mardi Gras season. I will make possibly chicken gumbo and king cake (maybe beignets) to celebrate.
3. On 2/29, at 6:00 p.m., we will have Live Music at the Center.
4. March 6<sup>th</sup> is Employee Appreciation Day.
5. On Tuesday 3/10, at 12:00 p.m. Carry-In Luncheon. Villa Maria staff will be at luncheon to inform us about Neuropathy.
6. March 11<sup>th</sup> from 8:30 a.m. to 3:00 p.m. Hermes Healthcare will be at the Center to provide foot care. Please call (316) 260-4110 for an appointment.
7. March 17<sup>th</sup> is St. Patrick's Day; be sure to wear green!
8. On 3/28, at 6:00 p.m., we will have Live Music at the Center.

City of Clearwater  
City Council Meeting  
February 21, 2020

Consider Memorandum of Understanding with Sedgwick County & USD 264 for Point of  
Dispensing Coordination

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**Context:** A power point will be shown during Council meeting.

**Financial:** None

**Legal Considerations:** The City Attorney has been provided a copy of the MOU for his review

**Recommendations/Actions:** Approve the MOU between the City, USD 264 and Sedgwick County for Point of Dispensing coordination

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**Sedgwick County Emergency Management & PHEP Staff (EMPS)**  
**AND**  
**USD 264 – Clearwater Public Schools & the City of Clearwater**  
**Regarding Mass Prophylaxis Dispensing Hybrid Points of**  
**Dispensing (POD)**

This Memorandum of Understanding (MOU) is made and entered into by and between the *Sedgwick County Emergency Management and PHEP Staff (“EMPS”)* and *USD 264 - Clearwater Public Schools & the City of Clearwater* on October 22, 2019. The purpose of this MOU is for cooperation and coordination as it relates to emergency preparedness and response to a community health emergency requiring prophylaxis to the community.

**WHEREAS**, *EMPS* has requested *USD 264 - Clearwater Public Schools & the City of Clearwater* to serve as a Point of Dispensing (POD) facilities in the event that community prophylaxis is necessary to respond to a large-scale community health emergency.

**WHEREAS**, *EMPS* is responsible for supporting and maintaining mass dispensing locations within Sedgwick County for residents, preparing the community for public health disasters and/or emergencies, and responding to public health threats, emergencies, and disasters; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) through the Kansas Department of Health and Environment will provide resources from the Strategic National Stockpile (SNS) which includes medications and medical supplies, to the Local Distribution Site for dispensing; and

**WHEREAS**, *EMPS* intends to transfer a pre-determined quantity of the aforementioned medication and/or medical supplies to *USD 264 - Clearwater Public Schools & the City of Clearwater* as needed to respond to a particular public health emergency in accordance with the Sedgwick County Mass Dispensing Annex and *USD 264 - Clearwater Public Schools & the City of Clearwater* own Mass Prophylaxis Dispensing Plan; and

**NOW, THEREFORE**, *EMPS* and *USD 264 - Clearwater Public Schools & the City of Clearwater* have promised to undertake the roles and responsibilities expressed in this memorandum.

**Responsibilities:**

***EMPS:***

1. Serve as the lead local governmental agency for preparedness and response to public health threats, disasters, and emergencies in Sedgwick County within the Sedgwick County Emergency Operation Plan framework. Establish and comply with the specific reporting/recording requirements necessary for public health designated sites to dispense the vaccine/prophylaxis in a quick and efficient manner.
2. Provide to *USD 264 - Clearwater Public Schools & the City of Clearwater* vaccine/prophylaxis in such quantities and at such times and places as shall be determined by *EMPS* to protect the health and welfare of Sedgwick County residents.
3. Provide to *USD 264 - Clearwater Public Schools & the City of Clearwater* medical fact sheets, medical forms, and other pertinent dispensing documents, as appropriate.
4. Provide After-Action Report to *USD 264 - Clearwater Public Schools & the City of Clearwater*.
5. Conduct an annual call-down drill.
6. Will provide the opportunity for *USD 264 - Clearwater Public Schools & the City of Clearwater* to participate in

exercises.

7. Will provide training for personnel who will staff the POD.
8. Assist with the coordination of extra security personnel, if requested.
9. Will provide two (2) nurses to assist with injection-based medical countermeasures when the school nurses are not on shift.
10. Will work with *USD 264 - Clearwater Public Schools & the City of Clearwater* to create plans for the Hybrid POD locations.

***USD 264 - Clearwater Public Schools & the City of Clearwater:***

1. Will provide one (1) location for Closed Points of Dispensing of Medical Countermeasures to *USD 264 - Clearwater Public Schools & the City of Clearwater* employees and their families. Then at a pre-determined time, will convert the location to Closed POD for the citizens of Clearwater, the students and families of the students or USD 264 – Clearwater, as well as the citizens of Andale. The location being utilized is the Clearwater Senior Center located at 921 E. Janet Ave., Clearwater, Ks.
2. Designate three (3) points of contact in the event a POD activation.
3. Adhere to all dispensing and documentation guidelines related to the vaccine and other medications as directed by the CDC, *EMPS*. Such guidelines may be provided as appropriate and will be subject to written revisions as conditions warrant.
4. Use *USD 264 - Clearwater Public Schools & the City of Clearwater* facilities, personnel, and equipment to distribute pharmaceuticals, medical equipment, vaccines, antitoxins, other medical supplies or clinical support free of charge for the purposes of disease prevention and control under the direction of *EMPS*, state, and federal authorities.
5. Utilize Dispense Assist to determine which medical countermeasure is to be dispensed.
6. *USD 264 - Clearwater Public Schools & the City of Clearwater* shall distribute medical fact sheets, medical forms, and other dispensing paperwork as requested and provided by *EMPS*.
7. Provide *EMPS* with the anticipated number of doses required for *USD 264 - Clearwater Public Schools & the City of Clearwater* target population of the Closed POD and at least three points of contact, including a designated representative responsible for showing specified identification badges and for receiving medications and supplies from the Local Distribution Site. *USD 264 - Clearwater Public Schools & the City of Clearwater* shall update this information annually, or as needed, consistent with the Scope of Dispensing provision contained herein.
8. Develop and maintain facility plans for dispensing services, including emergency communications and alerting protocols, training safety and security procedures, use of forms or processes such as translation or interpretation and other procedures deemed necessary for successful dispensing. Provide such plans to the Public Health Planner.
9. Document the use of personnel, equipment, supplies, or potentially reimbursable expenditures during a public health emergency.
10. *USD 264 - Clearwater Public Schools & the City of Clearwater* will participate in a Site Security Assessment with the Sedgwick County Sheriff's Department and the *EMPS* Liaison as often as required by federal statute.
11. Allow *USD 264 - Clearwater Public Schools & the City of Clearwater* to be listed in a confidential annex to the

local plan to distribute Strategic Nation Stockpile (SNS).

12. Communicate with *EMPS* Liaison throughout an emergency event and as related to dispensing procedures at *USD 264 - Clearwater Public Schools & the City of Clearwater* locations.
13. When requested, promptly return all unused vaccine/prophylaxis provided to the *EMPS* Liaison to a designated location.
14. Additionally, decisions regarding the allocation of SNS supplies during an emergency are at the discretion of *EMPS*. During an emergency, the state, local, or federal government may require reallocation of SNS supplies to priority groups (e.g., emergency response and medical personnel).
15. POD Management Staff will complete specific, required training with the *EMPS* in the time requirements as needed.
16. Conduct an exercise every three (3) years. This can be in conjunction with *EMPS* exercises.
17. Participate in the *EMPS* yearly call-down drill.
18. To develop and file an after-action report with *EMPS* Liaison, identifying shortfalls and accomplishments of the operation.
19. *USD 264* will utilize the district nurses that would help in an injection-based medical countermeasure.
20. *USD 264* will utilize the district mental health workers that will help with the mental health aspect of the POD.

***EMPS and USD 264 - Clearwater Public Schools & the City of Clearwater:***

Both parties shall cooperate without any attempt to obtain reimbursement.

**Liability:**

*USD 264 - Clearwater Public Schools & the City of Clearwater* recognizes that generally during a non-declared emergency, an entity may assume or take responsibility for the liability of employees or volunteers. In certain circumstances, this means that liability protections that exist in a declared emergency may not be triggered.

During a federally declared emergency, the Public Readiness and Emergency Preparedness (PREP) Act offers some legal protections for entities. The PREP Act allows the Secretary of Department of Health and Human Services to extend liability protection to entities and individuals for injuries resulting from the distribution of covered countermeasures (e.g., flu vaccines, antiviral medications) during a declared emergency. This protection would allow an entity to distribute prophylactic medications which have been deemed covered countermeasures, without risk of civil liability for adverse drug reactions.

**K.S.A. 48-915: Immunity from liability of the state, local governments, and certain individuals; Kansas tort claims act, applicability.** (a) Neither the state nor any political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer worker, or member of any agency, engaged in emergency management activities. The foregoing shall not affect the right of any person to receive benefits or compensation to which such person otherwise may be entitled under the workers' compensation law or any pension law or any act of congress.

(b) Whenever a proclamation is issued declaring a state of disaster emergency pursuant to K.S.A. 48-924, and amendments thereto, neither the state nor any political subdivision of the state nor, except in cases of willful misconduct, gross negligence or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer worker, or member of any agency, engaged in any emergency management activities, complying with or

reasonably attempting to comply with this act, or any proclamation, order, rule and regulation promulgated pursuant to the provisions of this act, or pursuant to any ordinance relating to blackout or other precautionary measures enacted by any political subdivision of the state, shall be liable for the death of or injury to persons, or for damage to property, as a result of any such activity performed during the existence of such state of disaster emergency or other such state of emergency.

As this memorandum is designed to allow for authorized distribution of materials under any of these possible situations, *USD 264 - Clearwater Public Schools & the City of Clearwater* accepts responsibility for these risks, as well as interpreting which risk environment it faces.

**Compliance with Applicable Laws, Regulations, and Policies:**

Both parties understand that this memorandum is intended to comply with all applicable Federal, State, and Local laws, regulations, and *EMPS* and *USD 264 - Clearwater Public Schools & the City of Clearwater*, including HIPAA. Any part of this memorandum that is in conflict with aforementioned laws, regulations, and policies shall be deemed invalid. The balance of the memorandum shall survive and shall remain in full force and effect.

**Scope of Dispensing:**

As a Hybrid POD, *USD 264 - Clearwater Public Schools & the City of Clearwater* determines its target population for dispensing prophylactic medication. *USD 264 - Clearwater Public Schools & the City of Clearwater* has determined that it will provide prophylactic medication to *USD 264 - Clearwater Public Schools & the City of Clearwater* personnel and their immediate families. *USD 264 - Clearwater Public Schools & the City of Clearwater* will then open up the location to all citizens of Clearwater, students & families that attend *USD 264 - Clearwater*, and the citizens of Viola. With the assistance of the *EMPS*, *USD 264 - Clearwater Public Schools & the City of Clearwater* will ANNUALLY identify the number of doses of medication that it will require for distribution to its target population. In the event of a community health emergency, *USD 264 - Clearwater Public Schools & the City of Clearwater* will follow the predetermined plans to obtain the pre-identified doses from the Local Distribution Site. In accordance, trained personnel from *USD 264 - Clearwater Public Schools & the City of Clearwater* will be responsible for dispensing medication to its population. At all times, *EMPS* Liaison will be available to *USD 264 - Clearwater Public Schools & the City of Clearwater* for guidance with all aspects of the Hybrid POD memorandum.

The scope of dispensing is scalable and can be modified by the memorandum of both parties to meet the needs of the event.

**Duration of the MOU:**

This document shall be in effect for three (3) years from the date the MOU is fully executed. Termination of this MOU can be with or without cause, by giving thirty (30) days written notice to the other party.

**Nonbinding**

The parties acknowledge that this is not a binding agreement and cannot be legally enforced.

**Approvals:**

***EMHD***

By: \_\_\_\_\_  
Carl Link, Emergency Management Director

\_\_\_\_\_  
Date

***USD 264 Clearwater Public Schools***

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Title

***City of Clearwater***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***USD 264 Clearwater Public Schools Legal***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***City of Clearwater Legal***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**City of Clearwater  
City Council Meeting  
February 21, 2020**

**Approve Repairs to 2008 Ford F-150 Pickup Truck**

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**Context:** The Public Works 2008 F 150 Ford Pickup Truck developed engine problems. It was taken to Mel Hambelton Ford for evaluation and repair costs for an “Engine Rattle”. Diagnosis determined there was internal damage to motor with a recommendation to replace the long block, replace radiator, flush cooling system and re-install engine in the 2008 F 150 Ford Pickup Truck. Currently, it is not usable.

The new radiator comes with a 2 year unlimited warranty and the new engine block comes with a 3 year, 100,000 mile warranty. Mel Hambelton Ford said it would take one week to make the repairs.

Staff looked at prices for equivalent used vehicle with similar miles and determined that repairing the vehicle was the best solution.

**Financial:** \$8609.66 Funding Proposal: 50% Sewer discretionary and 50% Admin discretionary.

**Legal Considerations:** None

**Recommendations/Actions:** Approve Mel Hambelton Ford Service Department to repair engine on the Public Works 2008 F 150 Ford.



# Mel Hambelton Ford

VEHICLE HEALTH INSPECTION

PREPARED FOR: CITY OF CLEARWATER



City Of Clearwater  
129 E Ross St  
Clearwater KS 67026-7824  
6205842349

DATE February 06, 2020  
VIN 1FTPW12V68FB34208  
YEAR 2008  
MAKE FORD  
MODEL F-150  
MILEAGE 89662  
RO # 85720



Mel Hambelton Ford  
<http://mhford.com>

Grant Stucky  
[grant.stucky@mhford.com](mailto:grant.stucky@mhford.com)

Richard Williams (tech)

11771 W Kellogg St.  
Wichita KS 67209

(316) 462-3673

# MEL HAMBELTON FORD

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We use this Vehicle Information Booklet as a tool to help us communicate your vehicle's condition to you.

Our technicians are the most qualified to work on your vehicle. They have trained extensively, and partake in continuing education regularly to be sure that they are up to date on any changes and improvements handed down from the manufacturer. Our service advisors strive to make your experience with us a pleasant one. They are here to attend to your automotive needs as well as communicate effectively between your technician and you.

Please make yourself comfortable in our waiting area. Watch some TV, use your laptop with our free WI-FI access or just relax and enjoy the dealership.

We appreciate your business and will continue to strive for excellence in everything we do for you.

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# Technician Analysis

## Key Information

Brakes		Tires	
	Overall L/F Brake Condition <b>Good</b>		L/F Overall Tire Condition (Including Wear) <b>Good</b>
	Overall R/F Brake Condition <b>Good</b>		R/F Overall Tire Condition (Including Wear) <b>Good</b>
	L/F Pad Thickness (mm) (Disc_mm) > 5		L/R Overall Tire Condition (Including Wear) <b>Future Attention</b>
	R/F Pad Thickness (mm) (Disc_mm) > 5		R/R Overall Tire Condition (Including Wear) <b>Future Attention</b>
	Overall L/R Brake Condition <b>Good</b>		L/F Tire Tread Depth (/32") 5
	Overall R/R Brake Condition <b>Good</b>		R/F Tire Tread Depth (/32") 5
	L/R Pad/Shoe Thickness (mm) (Disc_mm) > 5		L/R Tire Tread Depth (/32") 3
	R/R Pad/Shoe Thickness (mm) (Disc_mm) > 5		R/R Tire Tread Depth (/32") 3
Battery		Fluid Levels	
	Battery Condition <b>Failed</b>		

### PRIMARY CONCERNS

Job Description	Observation	Recommendation
serp belt cracked replace with motor		

### CONDUCTED BY:

Richard Williams

### CRITICAL CONCERNS

Job Description	Observation	Recommendation
found coming from internal damage to motor. replace long block		
found radiator leaking coolant. replace radiator		
BATTERY SERVICE		
back flush cooling system with repairs ro remove old coolant		

## INITIAL CUSTOMER REQUESTS

Description	Price	Approved
Check rattle from the engine on cold start.	0.00	<input checked="" type="checkbox"/>
* serp belt cracked replace with motor	39.95	<input type="checkbox"/>
* found coming from internal damage to motor. replace long block	7551.30	<input type="checkbox"/>
MULTIPOINT INSPECTION	0.00	<input checked="" type="checkbox"/>

## ADDITIONAL SERVICE RECOMMENDATIONS

### FAILED - CRITICAL CONCERNS

Description	Price	Approved	INFO
found radiator leaking coolant. replace radiator	847.46	<input type="checkbox"/>	
BATTERY SERVICE	29.95	<input type="checkbox"/>	
back flush cooling system with repairs ro remove old coolant	106.00	<input type="checkbox"/>	

### CAUTION - NEEDS ATTENTION SOON

	Subtotal:	8574.66
	ShopFees	35.00
	SalesTax	645.72
	<b>TOTAL</b>	<b>9255.38</b>

# KNOW YOUR VEHICLE

Mel Hambelton Ford wants our customers to have the necessary information to make informed decisions regarding vehicle repair and maintenance. You have numerous references available to assist with this process including your Service Advisor: Grant Stucky. To help you start, we've included the following information specific to the findings of your vehicle inspection conducted by Richard W. An educated customer is a happier customer and that's our goal at Mel Hambelton Ford.

## MULTIPOINT INSPECTION

serp belt cracked replace with motor

found coming from internal damage to motor. replace long block

found radiator leaking coolant. replace coolant

## BATTERY SERVICE

back flush cooling system with repairs ro remove old coolant

AGREEMENT  
CONCERNING THE ACQUISITION  
OF LOTS 2 & 3 BLOCK 3 OF THE CLEARWATER BUSINESS PARK ADDITION  
TO THE CITY OF CLEARWATER, KANSAS

This agreement is made and entered into by and between \_\_\_\_\_, hereinafter referred to as the "BUYER" and the CITY OF CLEARWATER, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Buyer desires acquisition of tracts of land more fully described below and herein referred to as Lots 2 & 3 Block 3 of the Clearwater Business Park Addition to the City of Clearwater, Kansas; and

WHEREAS, the City is willing to transfer ownership of Lots 2 & 3 Block 3 of the Clearwater Business Park Addition;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Buyer and the City agree as follows:

PURPOSE. This agreement is necessary to document the purchase of Lots 2 & 3 Block 3 of the Clearwater Business Park Addition to the City of Clearwater, Kansas, as more fully described below, (the "Property") and to address certain financial, infrastructure and drainage conditions arising from the acquisition process which must be dealt with prior to construction of improvements on the Property.

PURCHASE OF PROPERTY. Buyer shall purchase the tract of land herein referred to as Lots 2 & 3 Block 3 of the Clearwater Business Park Addition to the City of Clearwater, Kansas (the "Property") with the following platted legal description, to-wit:

Lot 2 Block 3 Clearwater Business Park Addition and;

Lot 3 Block 3 Clearwater Business Park Addition

for the sum of One Dollar (\$1.00), and other good and valuable consideration, subject to the conditions of this Agreement and with the closing of such transaction set by the agreement of both the City and Buyer pursuant to the terms of this Agreement.

INFRASTRUCTURE INSTALLATION. Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, streetlights and telephone service shall be installed underground. The City shall perform the engineering design, construction and inspection of all water improvements necessary for the development of the Property

which are to be dedicated to and owned and maintained by the City. Said water improvements shall be installed on city owned property or within public right of ways or easements and shall be paid for by City. The Buyer shall perform the engineering design, construction and inspection of all street, sanitary sewer and drainage improvements necessary for the development of the Property which are to be dedicated to and owned and maintained by the City. Said improvements shall be installed on city owned property or within public right of ways or easements and shall be paid for by Buyer unless otherwise petitioned and approved by the Governing Body of the City of Clearwater, Kansas. This shall include the installation of a sanitary sewer lateral main underneath the constructed North Commercial Street to be installed by Buyer to service Lots 1 & 2 of Block 2 of the Clearwater Business Park, which shall be installed by Buyer and inspected and approved by City prior to the construction of the North Commercial Street improvements.

The Buyer shall dedicate necessary public right of ways and easements and install, or cause to be installed all improvements necessary for the development of the Property. Said improvements include, but are not limited to streets, curb (if any), gutter (if any), ditch, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities, EXCEPT that City shall pay for and install public water improvements. The Buyer shall indemnify and hold harmless the City from any liability from damages that may occur during construction. The Buyer shall pay one hundred percent (100%) of the cost of the agreed upon improvements except for the public water improvements unless otherwise petitioned and approved by the Governing Body of the City of Clearwater, Kansas and/or another unit of government. Plans must be prepared by Buyer's engineer to City's satisfaction and approved by the City Engineer prior to the construction of any street, curb (if any), gutter (if any), ditch, storm water system and sanitary sewer line improvements, and Buyer shall make all such improvements available for City inspection and approval throughout their installation process. This shall include Buyer notifying the City Administrator and providing a reasonable time for inspection of any road subbase prior to installing the roadway surface. Similarly, Buyer shall notify the City Administrator and provide a reasonable time for inspection of all buried improvements, including sanitary sewer and stormwater infrastructure, prior to its covering with dirt. All public improvements must be installed and approved by City as complying with their approved plans prior to the issuance of a certificate of occupancy for any structure built on the Property.

Whenever existing sanitary or storm water sewers, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines (but not water lines) are required to be installed, lowered, encased, or relocated due to the subdivision or construction of required improvements, and in the event it was not known at time of approval, the Buyer shall pay one hundred percent (100%) of the cost of the necessary installation, lowering, encasing or relocation of said improvements unless otherwise petitioned and approved by the Governing Body of the City of Clearwater, Kansas and/or another unit of government. The Buyer shall indemnify and hold harmless the City from any liability from damages that may occur during construction.

**DRAINAGE.** The ultimate effect of increased drainage from platted property on surrounding property must be addressed as part of the platting process. The Buyer shall prepare a storm drainage plan which shall address the effect of increased drainage, meet City specifications and be approved by the City Engineer. Said drainage plan shall include the following:

Install reinforced concrete pipe culverts along East and North Commercial Street;

Perform all grade work to complete the retention pond (Reserve A, Clearwater Business Park Addition);

After approval by the City Engineer of said storm drainage plan, with any necessary modifications, the Buyer shall install, or cause to be installed, the improvements pursuant to the drainage plan, which shall be inspected and approved by City prior to their completion.

The Buyer must follow all National Pollution Discharge Elimination System (NPDES) and City of Clearwater Standards for erosion and sediment control on site.

The Buyer must provide a maintenance plan within the covenant document that will provide adequate provisions to protect the master drainage plan engineered design that was approved by the City. The Maintenance Plan will include but not limited to: how to initiate the maintenance process, how and what to inspect, and how to correct problems that are discovered and what records should be kept and by whom. The City may request a copy of the maintenance inspection report to monitor compliance. The future approval and issuance of building permits for structures on the Property is contingent upon the proper maintenance of the drainage improvements by the Buyer and the Buyer's heirs, successors and assigns.

**ROADWAYS.** The Buyer shall install, or cause to be installed, according to the design standards of the City, minimum thirty (30) foot wide impervious paved street in the Clearwater Business Park Addition to the City of Clearwater, Kansas per the following:

Length of approximately 1000' running north as North Commercial Street per the final plat of the Clearwater Business Park Addition;

6 inch compressed rock base;

Crushed asphalt surface hauled by the Buyer, supplied by the City;

Cut drainage ditches the length of the road surface as approved by the City Engineer;

Maintain the road surface during construction of a building and for a period of 6 months following completion of said building.

The City shall assume responsibility for maintenance of the road following six (6) months successful maintenance by the Buyer.

Street signs of such location, type and size as shall be approved by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area.

During construction, vehicle access to the Property shall be limited to temporary entry points from East Commercial Street with a maximum of two (2) entrances from the roadway, as recommended for fire protection purposes for emergency vehicles. All roadways must be kept free of construction debris and mud by Buyer, and it is Buyer's responsibility to clean up any construction debris and mud that are deposited on roadways during and as a result of construction on the Property. Dust created during construction must be controlled to avoid a nuisance for motorists and neighbors.

**SANITARY SEWER.** Buyer shall engage an engineer to perform the design, and Buyer's contractor shall construct transmission lines, not less than (8) inches in diameter, to transport sewage and discharge from Lots 1 & 2 Block 2 to the existing lift station within the Clearwater Business Park addition. Prior to construction of said sanitary sewer extension, the City Engineer must review and approve the design prepared by Buyer's engineer, and the City must also inspect and approve the installed sanitary sewer extension line prior to its being covered with dirt. Said sewer extensions shall be dedicated to and owned and maintained by the City. Said transmission lines shall be installed within dedicated easements. Necessary easements shall be granted by the Buyer or acquired as part of the construction project and dedicated by separate instrument. All Sanitary Sewer User Fees and Hook Up Fees are subject to City Ordinances.

**WATER.** The City shall perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, from the municipal water supply system of the City of Clearwater, Kansas approximately 1000 feet north along North Commercial Street. Said water transmission lines shall be owned and maintained by the City. Said water transmission lines shall be installed within dedicated easements and shall be paid for by City. All Water User Fees and Hook Up Fees are subject to City Ordinances.

**FIRE HYDRANTS.** The type and quality specified by City standards, but not less than the minimum standards of the National Board of Fire Underwriters, shall be provided and connected to municipal type water supply system. Such hydrants shall be subject to the inspection and approval of the applicable Fire Chief, and shall be installed and paid for by City.

**MISCELLANEOUS.** Upon petition by the Buyer, the City shall request installation of necessary street lights by Westar. Wooden light poles are not allowed.

All lots covered by this Agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

The City shall retain responsibility for payment of annual existing special assessments for the Property until paid in full. Any new special assessments covering the Property shall be paid as petitioned for by Owner.

The City retains all water and mineral rights to the property.

The Buyer may assign this agreement only to an affiliated company, partnership or corporation.

**PERMITS.** No construction shall commence on any portion of the Property without the Buyer, or its designated builder, having first obtained the proper building and zoning permits from the City. No occupancy permit for any structure on the Property shall be issued if Buyer has failed to comply with this agreement, including but not limited to the City plan approval and inspection requirements hereunder. Any occupancy permit issued for any structure on the Property may be revoked if Buyer or Buyers heirs and assigns fails to comply with this agreement.

**PURPOSE.** A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the Property. Therefore, the Buyer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The Buyer shall strictly observe and comply with all regulations, resolutions, policies, and ordinances of the City and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

**CLOSING PROCEDURES.** Buyer shall have the right, but not the obligation, to perform all inspections of the Property and engage others to perform inspections at Buyer's sole expense, including ordering a survey thereof, for a period of thirty (30) days following the execution of this agreement. This shall include the right to perform any Phase 1 and Phase 2 environmental inspections. Within ten (10) days following the execution of this agreement, City shall cause a title insurance company or agent of City's choosing to issue a title insurance commitment to Seller for the Property. Buyer shall notify City in writing of any unacceptable exceptions on the title insurance report within five (5) days after receiving the title insurance commitment, and City shall have five (5) days to determine if City is able and willing to cure said unacceptable title exceptions. If City fails to notify Buyer that it is willing to cure any unacceptable title conditions, or if after review of any inspections of the Property ordered by the Buyer the Buyer no longer wishes to Purchase the Property, Buyer may notify the City in writing prior to the conclusion of the thirty (30) day inspection period that Buyer no longer wishes to purchase the Property. Upon Buyer's written notification to the City that Buyer no longer wishes to purchase the Property, this agreement shall terminate and neither Buyer nor City shall have any further obligations hereunder. Closing shall occur within fifteen (15) days following the conclusion of the thirty (30) day inspection period after the execution of this Agreement, or earlier as agreed by the City and the Buyer. Buyer and City shall each pay half of the cost for title insurance and the closing fee, but Buyer shall pay one hundred percent (%100) of all title insurance endorsements and all loan insurance. Real estate taxes shall be prorated as of the date of Closing, with City responsible for paying all taxes attributable to the property for the day of Closing and all days prior to Closing and Buyer paying all taxes for days following Closing. This shall include the City paying for any 2019 taxes that remain due and owing. Because the County has not yet established the value of the Property for 2020 and mill levies have not been set for 2020, the real property tax proration for 2020 shall use the actual real property taxes

assessed against the Property for 2019 as the 2020 tax amount.

RECORDING. The City shall file an executed copy of this agreement with the Sedgwick County Register of Deeds.

BINDING. The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the Buyer, their successors, representatives, trustees, heirs and assigns.

[SIGNATURES ON NEXT PAGE]

THIS AGREEMENT is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BUYER  
[Name(s) of Buyer]

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THIS AGREEMENT was approved by vote the City Council of the City of Clearwater, Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and is hereby executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

SEAL

ATTEST:

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

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, came \_\_\_\_\_, who is known to me and who personally acknowledged execution of the forging Agreement Concerning the Acquisition of Lots 2 & 3 Block 3 of the Clearwater Business Park Addition to Clearwater, Kansas.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires: \_\_\_\_\_

BE IT KNOWN BY ALL PERSONS that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, came Burt Ussery, who is known to me to be the Mayor of Clearwater, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Acquisition of Lots 2 & 3 Block 3 of the Clearwater Business Park Addition to Clearwater, Kansas, and Courtney Meyer, who is known to me to be the City Clerk of Clearwater, Kansas and who personally acknowledged attesting the signature of said Mayor Burt Ussery.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires: \_\_\_\_\_



## 2020 Housing Incentive Program Application

The City of Clearwater, Kansas, has initiated the following Housing Incentive Program (Resolution 3-2020). This program is designated to encourage new construction of a single-family residence within the Clearwater City Limits. In order to qualify for this program, an applicant must meet the requirements.

### PROGRAM

Under the Housing Incentive Program, the City of Clearwater, upon approval, will provide the following incentives for the purchase or construction of a new single-family residence within Clearwater City Limits between January 1, 2020 and December 31, 2020:

#### ***Property Tax Rebate***

- 3 Year 50% Rebate on City of Clearwater Portion of Property Taxes.
  - The 1<sup>st</sup> year tax rebate will begin when the County Appraised Value has included improvements of the new residence. *(see guidelines below)*

#### ***Homebuyer Cash Allowance***

- Homebuyer Cash Allowance of \$1500 will be paid to the homeowner upon Closing or when the Certificate of Occupancy has been received. *(see guidelines below)*

### GUIDELINES

In order to qualify for this program, an applicant must meet the following guidelines:

#### **Builder to Occupy**

- A building permit must be issued for a new residence in the current incentive year.
- The Incentive Program Application must be submitted no later than 90 days from date of the building permit.
  - If the Incentive Program Application is not received in the time frame stated, the program is no longer available.
- Certificate of Occupancy must be received within 365 days of the building permit issue date.
  - A one (1) time extension, of not more than 90 days, may be requested prior to the expiration of the original Program Incentive Application, and is subject to the approval of the City Administrator.
  - If the Certificate of Occupancy is received after 365 days, the program is expired and no longer available, unless an extension has been granted.
- The residence must be used as owner occupied.
- This program will only apply to the original applicant and is non-transferable.
- Homebuyer Cash Allowance will be paid after a Certificate of Occupancy has been received.
  - Certificate must be submitted to the City Clerk 60 days from date of issuance or owner is disqualified to receive the Homebuyer Cash Allowance.
- Property taxes must be paid current to receive any rebate (properties with delinquent taxes will be disqualified).



- The new residence must be connected to available City services.
- Property titling must be in the individual property owner's name/ trust, and not a corporation, company, LLC, etc. and any residence/ property currently in an incentive program are not eligible to participate.

### **Buyer**

- Must have a signed executed contract for a new residence in the current incentive year.
- The Incentive Program Application must be submitted no later than 90 days from date of the executed contract.
  - If the Incentive Program Application is not received in the time frame stated, the program is no longer available.
- Closing must be completed within 365 days of the executed contract date.
  - A one (1) time extension, of not more than 90 days, may be requested prior to the expiration of the set time frame, and is subject to the approval of the City Administrator.
  - If the closing does not take place within 365 days of executed contract, the program is expired and no longer available, unless an extension has been granted.
- Buyer must be the first occupant and the residence must be used as owner occupied.
- This program will only apply to the original applicant and is non-transferable.
- Homebuyer Cash Allowance will be paid upon closing and settlement statement has been provided.
  - Settlement statement must be submitted to the City Clerk 60 days from date of closing or owner is disqualified to receive the Homebuyer Cash Allowance.
- Property taxes must be paid current to receive any rebate (properties with delinquent taxes will be disqualified for any future rebate).
- The new residence must be connected to available City services.
- Property titling must be in the individual property owner's name/ trust, and not a corporation, company, LLC, etc. and any residence/ property currently in an incentive program are not eligible to participate.



## 2020 Housing Incentive Program Application

Applications will be reviewed by the City Administrator and City Clerk to ensure that all requirements are met. Please contact City Hall at (620) 584-2311 with any questions regarding this program or application.

<b>Applicants Name:</b>	
<b>Applicant's Mailing Address:</b>	
<b>Applicant's Phone Number:</b>	
<b>Applicant's Email Address:</b>	
<b>Address of New Residence:</b>	
<b>Builder to Occupy or Buyer:</b>	
<b>Parcel Identification Number:</b>	
<b>Housing Incentive Program Includes:</b> 3-Year 50% Tax Rebate \$1500 after Closing or Certificate of Occupancy has been received	

\_\_\_\_\_  
Signature of Applicant (s)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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### OFFICE USE ONLY

<b>Application Received By:</b>	
<b>Date Application Filed:</b>	
<b>Date of Building Permit:</b>	
<b>Closing Date:</b>	
<b>Date of Certificate of Occupancy:</b>	

City Administrator Signature: \_\_\_\_\_ Approved  Denied

Comments: \_\_\_\_\_

CITY OF CLEARWATER, KANSAS

RESOLUTION NO. 3-2020

A RESOLUTION ESTABLISHING THE CITY OF CLEARWATER, KANSAS 2020 HOUSING INCENTIVE PROGRAM FOR NEW CONSTRUCTION OF SINGLE-FAMILY RESIDENCE WITHIN CLEARWATER CITY LIMITS

WHEREAS, the City of Clearwater, Kansas desires to establish a Housing Incentive Program for the new construction of a single-family residence within the Clearwater City Limits.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Clearwater, Kansas that the following 2020 Housing Incentive Program (herein referred to as the "Program") is hereby established:

Section 1. PROGRAM

Under the Housing Incentive Program, the City of Clearwater, upon approval, will provide the following incentives for the purchase or construction of a new single-family residence within Clearwater City Limits between January 1, 2020 and December 31, 2020:

*Property Tax Rebate*

- 3 Year 50% Rebate on City of Clearwater Portion of Property Taxes.
  - The 1<sup>st</sup> year tax rebate will begin when the County Appraised Value has included improvements of the new residence. *(see guidelines below)*

*Homebuyer Cash Allowance*

- Homebuyer Cash Allowance of \$1500 will be paid to the homeowner upon Closing or when the Certificate of Occupancy has been received. *(see guidelines below)*

Section 3. GUIDELINES

In order to qualify for this program, an applicant must meet the following guidelines:

*Builder to Occupy*

- A building permit must be issued for a new residence in the current incentive year.
- The Incentive Program Application must be submitted no later than 90 days from date of the building permit.
  - If the Incentive Program Application is not received in the time frame stated, the program is no longer available.
- Certificate of Occupancy must be received within 365 days of the building permit issue date.
  - A one (1) time extension, of not more than 90 days, may be requested prior to

the expiration of the original Program Incentive Application, and is subject to the approval of the City Administrator.

- If the Certificate of Occupancy is received after 365 days, the program is expired and no longer available, unless an extension has been granted.
- The residence must be used as owner occupied.
- This program will only apply to the original applicant and is non-transferable.
- Homebuyer Cash Allowance will be paid after a Certificate of Occupancy has been received.
  - Certificate must be submitted to the City Clerk 60 days from date of issuance or owner is disqualified to receive the Homebuyer Cash Allowance.
- Property taxes must be paid current to receive any rebate (properties with delinquent taxes will be disqualified).
- The new residence must be connected to available City services.
- Property titling must be in the individual property owner's name/ trust, and not a corporation, company, LLC, etc. and any residence/ property currently in an incentive program are not eligible to participate.

#### *Buyer*

- Must have a signed executed contract for a new residence in the current incentive year.
- The Incentive Program Application must be submitted no later than 90 days from date of the executed contract.
  - If the Incentive Program Application is not received in the time frame stated, the program is no longer available.
- Closing must be completed within 365 days of the executed contract date.
  - A one (1) time extension, of not more than 90 days, may be requested prior to the expiration of the set time frame, and is subject to the approval of the City Administrator.
  - If the closing does not take place within 365 days of executed contract, the program is expired and no longer available, unless an extension has been granted.
- Buyer must be the first occupant and the residence must be used as owner occupied.
- This program will only apply to the original applicant and is non-transferable.
- Homebuyer Cash Allowance will be paid upon closing and settlement statement has been provided.
  - Settlement statement must be submitted to the City Clerk 60 days from date of closing or owner is disqualified to receive the Homebuyer Cash Allowance.
- Property taxes must be paid current to receive any rebate (properties with delinquent taxes will be disqualified for any future rebate).
- The new residence must be connected to available City services.
- Property titling must be in the individual property owner's name/ trust, and not a

corporation, company, LLC, etc. and any residence/ property currently in an incentive program are not eligible to participate.

Section 4. AMENDMENT OR REPEAL

This Program may, at any time after adoption, be amended, supplemented, or repealed by a majority vote of the Governing Body of the City of Clearwater, Kansas.

Section 5. IMPLEMENTATION

The City Administrator, or his designee, shall be authorized to implement the foregoing program in compliance with all applicable federal, state and local laws, rules and regulations.

Section 6. EFFECTIVE DATE

This Program shall be in full force and effect upon the adoption of this Resolution by the Governing Body of the City of Clearwater, Kansas.

ADOPTED by the Governing Body and Approved by the Mayor of the City of Clearwater, Kansas on this 25<sup>th</sup> day of February 2020.

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Burt Ussery, Mayor

SEAL  
ATTEST:

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Courtney Meyer, City Clerk