



City of Clearwater Council Meeting Agenda  
Tuesday March 12, 2019 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. [Minutes 2-26-19 Council Meeting](#)
  - b. [Claims and Warrants](#)
  - c. [EMS Appointment – Clara Warren EMT](#)
6. Citizen Recognition Award
7. [STAFF REPORTS](#)
8. BUSINESS
  - a. [ACTION: REAL ESTATE SALES AGREEMENT – BUSINESS PARK](#)
  - b. ACTION: EMS SERVICE
  - c. [ACTION: HOMEBUYER INCENTIVE PROGRAM](#)
9. ADMINISTRATORS REPORT
10. GOVERNING BODY COMMENTS
11. EXECUTIVE SESSION: K.S.A. 75-4319(B) #1 TO DISCUSS PERSONNEL MATTERS OF NONELECTED PERSONNEL
12. ADJOURNMENT

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1050

Resolution: 03-2019

**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 26, 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 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; Chris Griffin, Shirley Palmer-Witt, Yvonne Coon and Tex Titterington were present.

Laura Papish was absent

The following staff members were present:

Ron Marsh, City Administrator; Courtney Meyer, City Clerk; Bill Hisle, Chief; Ernie Misak, Director of Public Works; Austin Parker, City Attorney.

Others present: Robert Pugh, Joneva Flowers, Shoshanna Moore, Debbie Whitcomb, Tina Welch, Capsa Reed, Jamie Tjaden, Vicki Wise, Ron Witt, Jerry Warren

**3. Approval of the Agenda**

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated the library presentation needs moved before staff reports.

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

**Motion:** *Coon* moved, *Palmer-Witt* seconded to accept the February 26, 2019 agenda as modified. Voted and passed unanimously.

**4. Public Forum**

Robert Pugh with the America Legion #93 located in Clearwater informed the council that the American Legion is 100 years old this year. Robert Pugh came to ask city council and Mayor if the city would recognize the American Legion September 16, 2019 and read a proclamation.

Mayor Ussery stated the council would be more than honored to do that.

**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 01/22/19 Council Meeting  
Claims and Warrants  
2/6/19 - \$60,899.50  
2/20/19 - \$43,373.66

**Motion:** *Palmer-Witt* moved, *Titterington* seconded to approve the consent agenda as presented.

Voted and passed unanimously.

**6. Library Year End Report**

Tina Welch updated council on the programs and events the library held in 2018

**7. Recreation Commission Update**

Jamie Tjaden gave an update on the Chisholm Trail Recreation Commission and stated the basketball season was over and they are gearing up for baseball. Also, the recreation commission is exploring the idea of a Recreation Center. They are in the very early stages and have nothing else to add except they are now starting to explore the idea.

**8. Staff Reports**

- a. Police Department – Bill Hisle - Stated they have found a candidate for an officer and will bring the request for appointment to the next meeting. He also stated the council had his report and asked if there were any questions. Council had no questions
- b. Public Works – Ernie Misak stated council had his report and asked if there were any questions. Council had no questions.

**9. Business**

**a. Jump Start CMB Sales**

Marsh explained Jump Start Stores Inc. per K.S.A. 41-301 et seq. has applied for a Cereal Malt Beverage (CMB) license as a Retail Package Store.

Marsh explained when a CMB application has been submitted, city staff gathers the required data and presents it to the Governing Body for their review. Per K.S.A. 41-2703(b) the city must verify that the qualifications of licensure have been met by businesses applying for a CMB license. The Governing Body may deny the license if the applicant does not meet the set City and State qualifications.

For the Jump Start Stores Inc. application, the Officers of the Corporation have qualified background investigations thus meeting state statute (K.S.A. 41-2703). The application also meets city municipal code 4-41 by applying for the license, and city zoning code as allowed by state statute K.S.A. 41-710; the property is zoned General Commercial District C-2 and Zoning Ordinance 835 allows for Retail Package stores in C-2.

The City receives \$75 for the initial CMB application and an annual occupation tax per City Code 4-42.

Staff recommends because the Jump Start application meets both City and State qualifications, recommend approving the CMB license application for Jump Start Stores Inc.

Griffin questioned if Marsh was telling him he had to vote yes. Marsh stated no. Council can vote however they want to but when approving the CMB licenses, the City should be considering if the applicant meets the requirements mandated by the State of Kansas. He pointed out the approval is based on the legality of the license not the morality.

With no further discussion Mayor Ussery called for a vote.

**Motion:** *Titterington* moved, *Palmer-Witt* seconded to approve the CMB License for Jump Start Store. Voted and passed with the Mayor Breaking the 2-2 tie (Griffin and Coon voted no).

**b. New Scoreboard for Baseball Field**

Marsh stated during the 2019 budget cycle the Governing Body approved \$25,000 for the purchase of a new scoreboard for Field 1 (Baseball) at the Chisholm Trail Sports Complex.

During the 2018 high school baseball season there were numerous occurrences of the scoreboard on Field 1 not operating correctly or not operating at all. While investigating the problems staff contacted Athco LLC, the manufacturer of the scoreboard, and discovered that due to the age of our scoreboard (over 20 years old) repair & replacement parts were no longer available. Additionally, the controller for the scoreboard was not working correctly and unable to be repaired. A temporary fix was found by purchasing an updated controller (used) so there would be a functioning scoreboard for the High School Baseball Regional tournament and summer ball.

The Park Advisory Board has been working with Athco LLC on the design and costs of a new scoreboard. Athco was chosen because of their familiarity with our current setup, installation, community, and their willingness to work with us to find an inexpensive solution last spring.

After looking at numerous designs and layouts, the Park Advisory Board recommends the Fair-Play BA-7136PC-2 LED baseball scoreboard (see attached picture). The cost of the scoreboard is \$25,630 plus installation costs of \$7420 for a total of \$33,050 (see attached quote). The scoreboard includes a wireless controller and will be hardwired for backup. The scoreboard is the same size (36' wide) as the current one.

In addition to the already approved budget, USD 264 has agreed to contribute \$5000 and the Recreation Commission will contribute \$3000 towards the purchase and installation of the scoreboard. Park Advisory Board members are also reaching out to several larger local businesses to secure additional funding. It has been confirmed that SKT will be donating to help with the purchase, but we don't know how much at this time.

**c. Housing Incentive Program**

Earlier this year the Governing Body discussed continuing incentives for Park Glen Estates. During the discussion it was decided to look at making the incentive program available to all new construction in the City, not limited to a specific development.

One of the incentives discussed is a property tax rebate for the city portion of property taxes. At the end of the discussion, Council requested City Staff to prepare a spreadsheet showing the costs to the City for different percentages of rebate on a typical range of houses for different time frames.

The spreadsheet will show houses ranging from \$100,000 to \$250,000; the cost of a 50% and 100% rebate; and the extended costs for a 3 year and 5-year program. The spreadsheet assumes an approximate 6% annual increase in valuation (consistent with the past several years) to provide a more realistic cost. Included on the spreadsheet is the annual cost of offering a \$1000 or \$1500 homebuyer rebate.

Mayor Ussery explained when the Chisholm Ridge lots went up for the tax sale the only people who went to the sale was himself and City Attorney Austin Parker. When the sale came up for the lots the City of Clearwater bid the minimum. It was determined by Council at that time in the best interest of the City to obtain the lots to make sure they get developed as the City was still obligated to pay for the improvements. Mayor Ussery also stated it is still in the best interest of the City to see the remainder of the Chisholm Ridge lots are developed as well as Park Glen

Estates and Indian Lakes. Mayor Ussery compiled information so he could get a better understanding of what the City has invested in the previous incentives. The summary of the findings is below:

| ADDITION          | YTD INCENTIVES PAD | NUMBER OF LOTS | AVERAGE ROI |
|-------------------|--------------------|----------------|-------------|
| Chisholm Ridge    | \$50,454.75        | 13 Lots        | 2 years     |
| Indian Lakes      | \$7,455.46         | 2 Lots         | 2.5 Years   |
| Park Glen Estates | \$69,918.66        | 5 Lots         | 7.75 Years  |
|                   | \$127,828.87       |                |             |

| PD OUT TO BUILDER | PD OUT TO BUYER |
|-------------------|-----------------|
| \$81,152.16       | \$32,297.62     |

Mayor Ussery informed council that Valley Center is doing a 100% rebate on City taxes for all new builds in the city for a set period.

Council discussed and decided they would like to concentrate on the buyers instead of the builders. Mayor asked staff to prepare 3 options for council to choose from for buyer-based incentives. He also asked council to let staff know what incentive they would like to see models of.

Council stated they would like to see a flat fee, decreasing tax rebate, and a option with either a flat fee or tax rebate.

**10. Administrators Report**

- Update on YTD water sales compared to last year:
  - 1 QTR 2017 – 23% total projected revenue
  - 2 QTR 2017 – 46.8% total projected revenue
  - 3 QTR 2017 – 75.1% total projected revenue
  - 4 QTR 2017 - 99.0% total projected revenue
  - 1 QTR 2018 – 26.9% total projected revenue
  - 2 QTR 2018 – 54.8% total projected revenue
  - 3 QTR 2018 – 82.4% total projected revenue
  - 4 QTR 2018 – 107.8% total projected revenue
- Courtney Meyer received a scholarship from CCFMOA to attend the spring conference in Manhattan March 13-15. She and Carol will be attending.
- At the last Park Advisory Board meeting members had decided to put pickle ball courts on hold. The cost to resurface the existing courts would be \$11,800 because the courts are not in good shape. There is an additional cost to convert the court(s) for pickle ball. The PAB thought the need for new shelters was a priority and is opting to save the money now to put towards the shelters in the future.
- Over the next several weeks Westar will begin the work to install underground electrical services for Chisholm Ridge Phase 3. There are 12 lots that currently do not have electricity and need the electrical services installed.

- On March 4<sup>th</sup> there is a community meeting at 6PM over EMS and at the Storm Spotter class at the Emergency Service building is the same day at 6:30PM

**11. Governing Body Comments**

Griffin had nothing to report

Titterington asked if there is call for snow and ice if Public Works could put down ice melt or sand on the intersections that have problems.

Palmer-Witt asked if any of the staff new if the restrictions on the old Stars and Stripes building were still in place after Casey’s Sols the building. Marsh stated he didn’t know for sure, but he had heard that some of the restrictions were lifted.

Coon asked that the drainage at 4<sup>th</sup> and Ross to be looked at. She suggested cleaning the culverts completely to help with the drainage. Also, drainage on Prospect near her house should be looked at because there are a lot of leaves that have gathered and staying in front of her property.

Mayor Ussery gave an update on the EMS situation. He said the City is talking to Sedgwick County to see if they would be willing to house an ambulance in Clearwater for their 2020 budget. Options for Council to consider will be to hire full time positions for the EMS or utilize volunteer first responders to respond to calls and give first aid until Sedgwick County ambulance to arrive, County will support whatever decision the City decides to move forward with. If the city chooses to use Sedgwick County, they are prepared to take over the following day. Mayor Ussery encouraged the council to think of any questions they want answered about EMS and to ask anybody they meet, what their questions, concerns, or opinions are. Rusty Leeds with Sedgwick County will be attending the community meeting about EMS and will be there to answer questions that are directed at Sedgwick county.

**12. Adjournment**

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

**MOTION:** *Palmer-Witt* moved, *Coon* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:36 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 26, 2019 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 12<sup>th</sup> day of March 2019

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

# Check Register Report

Date: 03/05/2019

Time: 1:22 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

| Check Number               | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                  | Check Description              | Amount    |
|----------------------------|------------|---------|----------------|---------------|------------------------------|--------------------------------|-----------|
| <b>EMPRISE BANK Checks</b> |            |         |                |               |                              |                                |           |
| 44798                      | 03/06/2019 | Printed |                | APS1          | AAA PORTABLE SERVICES, INC.  | RENTAL 1-29 - 2-25             | 70.00     |
| 44800                      | 03/06/2019 | Printed |                | BBL1          | B & B LUMBER                 | Austin Wood Memorial           | 1,010.74  |
| 44801                      | 03/06/2019 | Printed |                | BH01          | BECKY C. HURTIG              | PROFESSIONAL SERVICES          | 915.00    |
| 44802                      | 03/06/2019 | Printed |                | BET 1         | BETTS PEST CONTROL           | 109 E. ROSS                    | 249.13    |
| 44803                      | 03/06/2019 | Printed |                | CGSI          | CASEY'S BUSINESS             | STATEMENT                      | 176.93    |
|                            |            |         |                |               | MASTERCARD                   |                                |           |
| 44804                      | 03/06/2019 | Printed |                | CPLP1         | CENTER POINT LARGE PRINT     | CHRISTIAN SERIES LEVEL 1       | 133.02    |
| 44805                      | 03/06/2019 | Printed |                | CI W          | CIRUS WATER                  | CITY BUILDING                  | 4.50      |
| 44806                      | 03/06/2019 | Printed |                | CP04          | CIVICPLUS                    | WEBSITE ANNUAL                 | 3,701.25  |
|                            |            |         |                |               |                              | FEES/SUPPORT                   |           |
| 44807                      | 03/06/2019 | Printed |                | CWC02         | CLEARWATER WELLNESS          | STATEMENT                      | 45.00     |
|                            |            |         |                |               | CENTER                       |                                |           |
| 44808                      | 03/06/2019 | Printed |                | CYBER         | CYBERTRON INTERNATIONAL, INC | Billing for February           | 912.95    |
| 44809                      | 03/06/2019 | Printed |                | DEM1          | DEMCO                        | SUPPLIES                       | 148.61    |
| 44810                      | 03/06/2019 | Printed |                | EMP1          | EMERGENCY MEDICAL            | MEDICAL SUPPLIES               | 678.29    |
|                            |            |         |                |               | PRODUCTS INC                 |                                |           |
| 44811                      | 03/06/2019 | Printed |                | FC2           | FASTENAL COMPANY             | WET WELL PUMP 6                | 16.54     |
| 44812                      | 03/06/2019 | Printed |                | GAL1          | GALL'S INC.                  | Uniform Accessories            | 143.77    |
| 44813                      | 03/06/2019 | Printed |                | GT            | GT DISTRIBUTORS, INC         | STREAMLIGHT STRION HOLDER      | 139.75    |
| 44814                      | 03/06/2019 | Printed |                | IRIS          | IRIS BLOSSOMS                | HOLLIS/BUSH FUNERAL            | 108.00    |
|                            |            |         |                |               |                              | BOUQUET                        |           |
| 44815                      | 03/06/2019 | Printed |                | JHS1          | J & H STORAGE                | RENT                           | 65.00     |
| 44816                      | 03/06/2019 | Printed |                | LA LI         | J. LARRY LINN                | PROSECUTION SERVICES           | 885.00    |
| 44817                      | 03/06/2019 | Printed |                | JLG1          | JUNIOR LIBRARY GUILD         | MATERIALS                      | 869.60    |
| 44818                      | 03/06/2019 | Printed |                | KOC1          | KANSAS ONE CALL SYSTEM, INC. | February                       | 36.00     |
| 44819                      | 03/06/2019 | Printed |                | KRW1          | KANSAS RURAL WATER ASSN.     | Conference Bush/ Misak         | 820.00    |
| 44820                      | 03/06/2019 | Printed |                | LFP1          | LEASE FINANCE PARTNERS       | COPIER LEASE                   | 538.77    |
| 44821                      | 03/06/2019 | Printed |                | MC05          | MULVANE COOP                 | Kerosene                       | 28.75     |
| 44822                      | 03/06/2019 | Printed |                | NOP1          | NAVRAT'S OFFICE PRODUCTS     | BLUE PAPER                     | 16.75     |
| 44823                      | 03/06/2019 | Printed |                | OR            | O'REILLY AUTO PARTS          | RETURN/TAIL LIGHT OIL/ADAPTR   | 263.42    |
| 44824                      | 03/06/2019 | Printed |                | OPT           | OPTUM SUBROGATION            | Refund for Pace 09/15/18       | 258.50    |
|                            |            |         |                |               | SERVICES                     |                                |           |
| 44825                      | 03/06/2019 | Printed |                | ROGER         | ROGER BACHARD                | REFUND OF FINE OVERPAYMENT     | 20.00     |
| 44826                      | 03/06/2019 | Printed |                | SCK1          | SOUTH CENTRAL KANSAS         | BUSINESS CARE RENEWAL          | 94.00     |
| 44827                      | 03/06/2019 | Printed |                | STA           | STAPLES                      | WIRELESS KEYBOARD              | 602.11    |
| 44828                      | 03/06/2019 | Printed |                | STEVE         | STEVE JOHNSON COMPANIES      | HARRINGTON PLAQUE              | 320.00    |
| 44829                      | 03/06/2019 | Printed |                | T2UL          | TRUE2U AUTOMOTIVE, LLP       | 16 Ford Escape #3 - Oil Change | 73.07     |
| 44830                      | 03/06/2019 | Printed |                | UNI           | UNIFRIST CORPORATION         | SUPPLIES                       | 31.55     |
| 44831                      | 03/06/2019 | Printed |                | UIN1          | UNITED INDUSTRIES, INC.      | LADDER RUNG/CHAIR WHEELS       | 298.04    |
| 44832                      | 03/06/2019 | Printed |                | VER           | VERIZON WIRELESS             | STATEMENT                      | 160.04    |
| 44833                      | 03/06/2019 | Printed |                | WSUE          | WICHITA STATE UNIVERSITY     | RECEIVED SCHOLARSHIP           | 325.00    |
| 44834                      | 03/06/2019 | Printed |                | WWW1          | WICHITA WINWATER WORKS       | WELL #2                        | 187.13    |
| 44835                      | 03/06/2019 | Printed |                | WILSON        | WILSON BUILDING MAINT INC    | MARCH 2019 JANITORIAL          | 757.74    |
|                            |            |         |                |               |                              | SERVICES                       |           |
| 44836                      | 03/06/2019 | Printed |                | KST1          | KANSAS STATE TREASURER       | SERIES 2012                    | 44,976.88 |

**Total Checks: 38**

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

**60,080.83**

**Total Payments: 38**

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

**60,080.83**

# Check Register Report

Date: 03/05/2019

Time: 1:22 pm

Page: 2

City of Clearwater

BANK:

| Check Number  | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                | Check Description  | Amount    |
|---------------|------------|---------|----------------|---------------|----------------------------|--------------------|-----------|
| <b>Checks</b> |            |         |                |               |                            |                    |           |
| 86            | 03/06/2019 | Printed |                | AFL1          | AFLAC                      | STATEMENT          | 554.02    |
| 87            | 03/06/2019 | Printed |                | HSB1          | EMPRISE BANK               | AMBULANCE          | 11,542.50 |
| 88            | 03/06/2019 | Printed |                | HSB1          | EMPRISE BANK               | FORD F-150         | 868.23    |
| 89            | 03/06/2019 | Printed |                | SKT1          | SKT                        | ADMINISTRATION     | 284.86    |
| 90            | 03/06/2019 | Printed |                | SKT1          | SKT                        | SENIOR CENTER      | 71.15     |
| 91            | 03/06/2019 | Printed |                | SKT1          | SKT                        | ELECTRONIC SIGN    | 58.67     |
| 92            | 03/06/2019 | Printed |                | SKT1          | SKT                        | PUBLIC LIBRARY     | 129.29    |
| 93            | 03/06/2019 | Printed |                | SKT1          | SKT                        | Public Works       | 148.94    |
| 94            | 03/06/2019 | Printed |                | SKT1          | SKT                        | EVS & FIRE         | 507.07    |
| 95            | 03/06/2019 | Printed |                | SKT1          | SKT                        | Police & Court     | 293.24    |
| 96            | 03/06/2019 | Printed |                | SKT1          | SKT                        | Historical Society | 111.61    |
| 97            | 03/06/2019 | Printed |                | SEHP          | STATE EMPLOYEE HEALTH PLAN | STATEMENT          | 15,637.80 |

**Total Checks: 12**

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

**30,207.38**

**Total Payments: 12**

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

**30,207.38**

**Total Payments: 50**

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

**90,288.21**

**City of Clearwater  
City Council Meeting  
March 8, 2019**

**Item: Emergency Services Mayoral Appointment**

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**Background:** Per City Code all volunteers are to be appointed by the Mayor upon approval of the City Council.

**Analysis:** The Mayor is presenting the following individuals for appointment to Clearwater Emergency Services:

Clara Warren

Mrs. Warren is a Clearwater resident and a member of the recent EMT class. She has passed both the written and practical tests to earn her certification.

**Financial:** There is no financial consideration

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

**Recommendations/Actions:** Approve the request for appointment

To: Mayor and City Council

From: Esther Harp  
Interim EMS Co-Director

Date: March 3, 2019

Re: EMS Staff Report

During the last pay period there were a total of 7 calls for EMS. Of those, one was turned over to Sedgwick County to transport because we did not have a full crew available.

Additionally, one of those 7 calls was for a two vehicle accident in Sumner County with multiple patients. The call was within the Clearwater Ambulance response area but a few miles outside of the Clearwater Fire response area. The call was a request for Clearwater EMS response only.

The call went completely unanswered by Clearwater staff but two certified Clearwater EMTs responded to the scene with a Fire Squad. The call was ultimately covered by Mulvane, Wellington, and Conway Springs ambulances. This situation will be discussed at the EMS training meeting on this Thursday evening at 7:00.

To: Mayor and City Council

From: Bill Hisle  
Police Chief

Date: March 12, 2019

Re: Police Department Staff Report

02/26/19 19-0152 31 year old son refusing to leave home or get a job.

02/27/19 19-0154 Unknown suspect fraudulently created a check from the victim's account for \$2,870. Victim caught fraud while checking his account. Neither the victim or Emprise are out any money as loss goes back to originating bank. Unknown where this actually occurred.

02/28/19 19-0156 Attempted fraud, check scheme. No loss

03/03/19 19-0167 Minor non-injury accident due to ice.

03/04/19 19-0168 DUI. Subject made illegal turn and found to be DUI. Refused the breath test.

03/05/19 19-0172 Attempted fraud over the phone. Subject attempted to get the victim to mail him \$1500 for fees related to winning the Publishers Clearing House drawing (even though she had not entered the drawing!) No loss.

This past week two of our officers resigned. One is getting out of police work completely and the other is changing jobs to be closer to home.

We will also be asking Council tonight to appoint a new full-time officer and two part-time officers.

To: Mayor and City Council Members  
From: Ernie Misak, Public Works Director  
Date: March 12, 2019  
Subject: Public Works Summary

1. Kevin's brother passed away.
2. Cole's grandfather passed away.
3. Snow pushing and removal Feb 28<sup>th</sup>.
4. Snow pushing and removal March 2<sup>nd</sup>.
5. Maintenance repair on sand/salt spreader.
6. Built "Horseshoe Pits"
7. Water Samples to Lab.
8. Work on warning track for baseball diamond.
9. Work on diamond three infield and replaced bases.
10. Replaced home plate at City Park.
11. Installed horseshoe pits in City Park.
12. Work on alleys.
13. Pickup up leaves in streets.
14. Put up batting cage nets
15. Replaced pump impeller on booster pump station.



**City of Clearwater  
City Council Meeting  
March 8, 2019**

**Consider a Real Estate Sales Agreement with Jordan Lauer (Lauer Auto)**

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**Background:** The City has been in talks for several months with Jordan (Jay) Lauer to purchase a lot in the business park. He is purchasing the north half of Lot 1, Block 4, Clearwater Business Park.

**Analysis:** A letter of intent with purchase terms was accepted by Mr. Lauer in December 2018 and Council directed Staff to move forward with a Real Estate Sales Agreement. The City Attorney drafted the agreement and Mr. Lauer has signed. If the Governing Body approves the sales agreement we will work with a title company to complete the sale.

**Financial:** The City will receive \$4000 for the price of the lot and will pay up to \$2000 towards leveling the lot. The City will also bear the cost of removing the storage containers and asphalt millings on the lot.

**Legal Considerations:** The City Attorney has drafted the Sales Agreement and will be involved in the sale.

**Recommendations/Actions:** Recommend approving the sale of above half lot to Jordan Lauer for \$4000 and other listed considerations.

**AGREEMENT FOR SALE  
OF REAL ESTATE**

**THIS AGREEMENT** is made and entered into by and between the City of Clearwater, Kansas, a municipal corporation of the State of Kansas, located at 129 E. Ross, Clearwater, Kansas 67026, referred to hereinafter as the "Seller," and Jordan Lauer, with a mailing address of 226 E. Ross, Suite 104, Clearwater, Kansas 67026, referred to hereinafter as "Purchaser".

**FOR AND IN CONSIDERATION** of the full and complete payment of the purchase price for the following described property, and the mutual promises and agreements herein set forth, the parties agree as follows:

**1. Description**

Seller agrees to sell and Purchaser agrees to purchase the following described real estate, subject to all easements and restrictions of record:

The North Half of Lot 1, Block 4, Clearwater Business Park,  
Clearwater, Sedgwick County, Kansas.

It is agreed and understood that this Agreement is for the sale of said real estate and any permanent improvements and fixtures contained thereon in their present existing condition, referred to hereinafter as the "Property." Seller makes no representation or warranty as to the condition of said improvements or fixtures contained therein.

**2. Easement**

Purchaser and Seller agree that an easement for ingress and egress access shall be granted across the following portion of the Property at closing:

The West 50.00 feet of the North Half of Lot 1, Block 4,  
Clearwater Business Park, Clearwater, Sedgwick County,  
Kansas

**3. Purchase Price**

Purchaser agrees to purchase, and to pay to Seller, as consideration for the conveyance of the above-described Property, the sum of four thousand dollars (\$4000.00), payable in full at closing.

**4. Title Evidence**

Sellers agree to share equally with Purchaser the closing agent costs and the cost of

a title insurance company's commitment and policy to insure the Property, showing a merchantable title vested in Seller, subject to easements, rights of ways and restrictions of record that are acceptable to Purchaser. The title evidence, including exception documents, shall be sent to Purchaser for examination by Purchaser. Purchaser shall have ten (10) days after the receipt of the title evidence and exception documents to examine and notify Seller in writing of any objections by Purchaser to the title evidence. Those items listed on the title commitment or in the title evidence as to which Purchaser do not object in writing to Seller within ten (10) days after the receipt of the title evidence, or as to which Purchaser waives their objection, shall be permitted exceptions, which shall not hinder the closing of this Agreement. If Seller fails to satisfy all such title objection requirements (and Seller shall use reasonable efforts to do so) within a reasonable time after receipt of Purchasers' title objection requirements, Purchaser may, at Purchasers' election, either: (a) cancel this Agreement and, in that event, this Agreement will be cancelled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.

## **5. Proration**

All rentals, taxes, installments for special assessments, insurance, and interest, if any, shall be adjusted and prorated through the date of closing. Taxes shall be prorated for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.

## **6. Waiver of Fees**

Seller hereby agrees to waive all sanitary sewer and water connection fees for development occurring on the Property.

## **7. Permits and Utilities**

Purchaser agrees to obtain all necessary permits and pay all costs associated with the extension, installation and utilization of utilities to serve the Property.

## **8. City Property Tax Abatement**

Seller hereby agrees to prove a five (5) year property tax abatement for the City's share of property tax on the Property, commencing from the purchase of the Property by Purchaser. This property tax abatement shall not be transferrable to a subsequent purchaser of the property without the prior express written consent of the City of Clearwater. This property tax abatement shall also expire in the event that Purchaser does not maintain an active business on the Property during the term of this property tax abatement.

## **9. Closing Date**

Time is of the essence of this Agreement, and closing for this transaction shall be consummated within thirty (30) days after the full execution of this Agreement.

## **10. Removal of Items and Leveling of Property**

Purchaser agrees to assume responsibility for the clearance of all unwanted trees, brush and trash that currently exists on the Property. Seller agrees to remove the existing asphalt millings and storage containers currently on the Property. Seller agrees to contribute up to two thousand dollars (\$2000.00) toward the cost of Purchaser taking action to level the Property by using the existing asphalt millings on site and/or providing fill dirt, labor and materials. Seller and Purchaser agree that action to level the Property shall only be taken in consultation with the City Engineer.

## **11. Possession**

Possession of the Property described in Section 1 above shall be given to Purchaser upon closing. Seller further agrees to convey the Property and deliver possession of the same.

## **12. Inspection**

Purchaser has carefully examined, or will have examined before closing, the Property and, in making the decision to buy the Property, Purchaser is relying wholly and completely on Purchaser's own judgment and the judgment of any contractors or inspectors Purchaser may have selected. Purchaser agrees that the purchase price was negotiated after consideration of all possible defects in the Property, and Purchaser purchases the Property in its present condition, "as is" and without warranties or representations of any kind, concerning the condition or value of the Property. Purchaser acknowledges that Seller is not an expert at detecting or repairing physical defects in or on the Property. Seller hereby authorizes Purchaser and/or any contractors or inspectors engaged by Purchaser to enter upon the Property described in Section 1 above to make any inspections and perform any tests or examinations of said Property that Purchaser deems prudent prior to closing. Should Purchaser or any contractor or inspector engaged by Purchaser discover a defect or condition in and/or on the property that is unacceptable to Purchaser, Purchaser has the right to cancel this Agreement at any time prior to closing without penalty or default.

## **13. Environmental Conditions**

Purchaser and Seller agree that Seller has made no representation concerning the environmental condition of the above-described Property.

#### **14. Special Assessments**

In compliance with Kansas law, Seller hereby discloses to Purchaser that the Property is subject to the following special assessments: City of Clearwater Res 2-1009, 3-2009, 2-2010, 4-2010, 5-2010 Street, Sewer and Water. Special assessment costs for the property in 2019 are \$1622.52.

#### **15. Survey**

Purchaser agrees to bear the cost of all survey and marking associated with splitting the lot to create the legal description of the Property referenced above.

#### **16. Acceptance**

Seller shall have ten (10) days from the receipt of this Agreement executed by Purchaser in which to accept or reject said Agreement. In the event said Agreement is not accepted, by the execution thereof in writing, within said time frame, this Agreement shall be deemed null and void.

#### **17. Broker Commissions/Fees**

Each party represents and warrants to the other party that it has not engaged any broker or real estate agent, and that no commissions are due with respect to such party's participation in this Agreement.

#### **18. Effective Date**

The Effective Date of this Agreement will be the last date in which this Agreement is accepted and fully executed by Purchaser and Seller.

#### **19. Agreement to Terms**

Purchaser and Seller acknowledge that they have read the entire Agreement and they, by signing below, agree to all terms contained herein.

#### **20. Binding Effect**

This Agreement shall be binding upon Purchaser, Seller, and their respective heirs, successors, and assigns.

#### **21. Survivability**

All terms and conditions of this Agreement that are not specific to the transfer of real

estate interests shall survive the closing of this transaction.

**22. Entirety of the Agreement**

All prior negotiations have been reduced to writing and are included herein. This Agreement constitutes the entire agreement of the parties and may not be amended, altered, or modified, except by written agreement of the Seller and the Purchaser.

**IN WITNESS WHEREOF**, this Agreement is hereby executed by Purchaser Jordan Lauer on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
JORDAN LAUER

**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of the Seller, the City of Clearwater, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

SEAL

ATTEST:

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



January 30, 2019

Jordan and Earl Lauer  
226 E. Ross, Ste. 104  
Clearwater, KS 67026

**RE: Letter of Intent Concerning the North Half of Lot 1, Block 4 of the Clearwater Business Park Addition to the City of Clearwater, Sedgwick County, Kansas**

Dear Jay and Earl,

This letter is written to memorialize the terms and conditions under which the City of Clearwater, Kansas is willing to sell the North Half of Lot 1, Block 4 of the Clearwater Business Park Addition to the City of Clearwater, Sedgwick County, Kansas (the "Property"):

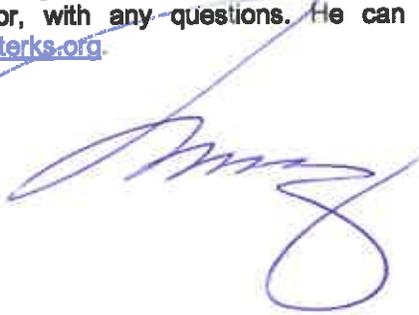
1. The Purchasers, Jay and Earl Lauer, paying the City of Clearwater, Kansas four thousand and 00/100 dollars (\$4000.00) in consideration for the receipt of a Warranty Deed transferring the Property from the City of Clearwater, Kansas to the Purchasers or an affiliated company/entity of the Purchasers' choosing.
2. The City will split the cost of a title insurance policy demonstrating the transfer of merchantable title from the City of Clearwater to the Purchasers or an affiliated company/entity of the Purchasers' choosing.
3. The Purchasers will bear the cost of all survey and marking associated with splitting the existing lot in accordance with the Clearwater Subdivision Regulations.
4. The Purchasers will assume responsibility for payment of all taxes upon the Property, prorated to the date of Property purchase by the Purchasers.
5. The Purchasers will be responsible for the clearance of all unwanted trees, brush and trash that currently exist upon the Property.
6. The City of Clearwater will remove the existing asphalt millings and storage containers currently on the property.
7. Purchasers will grant the City a right of way not to exceed 50' along the west property line for future access to the south section of the lot.
8. The City of Clearwater will waive all sanitary sewer and water connection fees for development occurring on the Property.
9. The Purchasers will obtain all necessary permits and pay all other costs associated with the extension, installation and utilization of utilities to serve the Property.
10. The City of Clearwater agrees to provide a five (5) year property tax abatement for the City's share of property tax on the Property, commencing from the purchase of the Property by Purchaser. This property tax abatement is not transferrable to a subsequent purchaser of the property without the prior express written consent of the City of Clearwater. This tax abatement will be applicable as long as the purchaser maintains an active business.

11. The Purchaser will assume responsibility for payment of all special assessments associated with the property.
12. The City will contribute up to \$2000.00 toward the cost of the purchaser taking action to level the property by using the existing asphalt millings on site and/or providing the necessary fill dirt, labor and materials. This will be done in consultation with the City's Engineer.

Please let me know if the proposed terms and conditions are acceptable, and the City can start the process of formalizing these terms into a Real Estate Purchase Agreement. Feel free to contact Ron Marsh, City Administrator, with any questions. He can be reached at (620) 584-2311 or by email at [marsh@clearwaterks.org](mailto:marsh@clearwaterks.org).

Sincerely,

Burt Ussery  
Mayor



# Abbott Land Survey

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631 N Kessler, Wichita, KS 67203  
Ph 316.262 2262 Fax 316 262 2268  
surveyors@benchmarkis.net

**State of Kansas** }  
**County of Sedgwick** } **SS**

I, Chad R. Abbott, P.S. #1340 do hereby certify that this drawing is a true representation of a Boundary Survey performed by me or under my direct supervision and that I am a duly licensed Land Surveyor in the State of Kansas.

The following Legal Description was written by Chad R. Abbott on February 26, 2019.

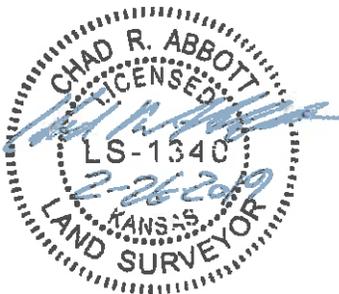
**Legally described as:**

The following Legal Description was written by Chad R. Abbott on February 26, 2019: The North Half of Lot 1, Block 4, Clearwater Business Park, Clearwater, Sedgwick County, Kansas.

**Proposed Ingress/Egress Easement Legal:**

The following Legal Description was written by Chad R. Abbott on February 26, 2019: The West 50.00 feet of the North Half of Lot 1, Block 4, Clearwater Business Park, Clearwater, Sedgwick County, Kansas.

Date of Survey: February 13, 2019  
Date of Preparation: February 26, 2019



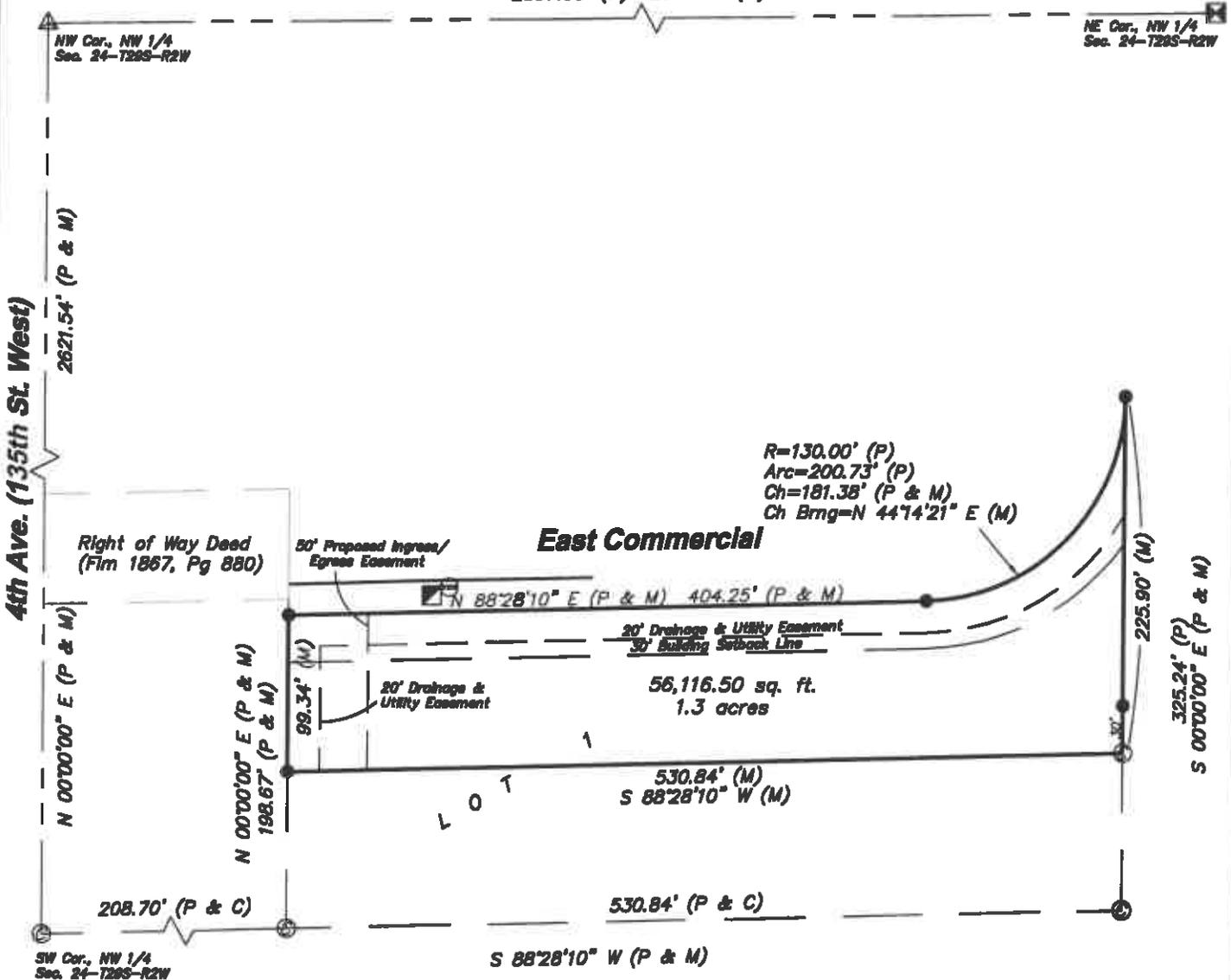
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Chad R. Abbott, P.S. #1340

Page 1 of 2

**95th St. S.**

N 89°14'20" E (P & Assumed Basis of Bearing)  
2567.55' (P) 2567.61' (M)



**LEGEND:**

- (M) = MEASURED OR CALCULATED FROM MEASUREMENT
- (P) = PLATTED
- = SET 1/2" REBAR WITH LS #1340 CAP
- ⊙ = CALCULATED
- ▲ = FOUND 1/2" REBAR (ORIGIN UNKNOWN)
- ⊠ = FOUND 1 1/2" IRON PIPE (ORIGIN UNKNOWN)
- ⊞ = TELEPHONE RISER
- ⊕ = STORM WATER MANHOLE

**NOTES:**

- 1) Unplatted Easements of Record If any, are not shown hereon
- 2) Except as shown, property improvements are not shown hereon



0 50 100

FILE: C: drawings/boundary/A16872

|                 |                  |
|-----------------|------------------|
| Dwn. By: AMF    | Aprvd. By: CRA   |
| Dwg. No. A16872 | Scale: 1" = 100' |

**City of Clearwater  
City Council Meeting  
March 8, 2019**

**Consider New Housing Incentive Program**

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**Background:** At the last City Council meeting the Governing Body discussed potential City-Wide incentive programs to try and spur new housing construction.

**Analysis:** It was clear that Council members wanted an incentive program to benefit the buyer versus the builder/developer. After discussion of several options, staff was directed to bring 2-3 options to the next Council meeting for the Governing Body to decide. Based on the 2/26/19 discussion the following options were determined:

Option 1: 3 year sliding scale rebate on City property taxes, 75% - 50% - 25% or 25% - 50% - 75% and/or a \$1500 homebuyer credit at closing.

Option 2: 3 year flat rate rebate on City property taxes, either 50%, 75% or 100%. Or a \$2000 homebuyer credit at closing.

The spreadsheet shows the cost to the city of each program on a \$200,000 house. The spreadsheet assumes an approximate 6% annual increase in valuation (consistent with the past several years) to provide a more realistic cost. Included on the spreadsheet is the annual cost of offering a \$1500 or \$2000 homebuyer rebate.

The attached application is what will be required to apply for the incentives. It has the program, eligibility and guidelines outlined for easy reference.

**Financial:** Financial considerations are presented on the spreadsheet.

**Legal Considerations:** The application document in the packer has been reviewed by the City Attorney to ensure defensibility and clarity. He will also draft a resolution for the incentive program to be considered at the next meeting.

**Recommendations/Actions:** Approve an incentive program for immediate implementation and direct the City Attorney to draft a resolution.

# BUYER INCENTIVES

APPRAISED VALUE \$ 200,000.00

## Homebuyer Credit ONLY for 10 Homes

\$1,500 \$15,000  
 \$2,000 \$20,000

### OPTION #1

| FLAT RATE               | 3YRS for 10 Homes w/ Mil Levy Increase Adjustment |           |              | 5YRS for 10 Homes |    |   |              |
|-------------------------|---|-----------|--------------|-------------------|----|---|--------------|
| 100%                    | \$  | -         | \$ 43,700.10 | 100%              | \$ | - | \$ 77,378.29 |
| 75%                     | \$  | -         | \$ 32,775.07 | 75%               | \$ | - | \$ 58,033.72 |
| 50%                     | \$  | -         | \$ 21,850.05 | 50%               | \$ | - | \$ 38,689.14 |
| OR                      |   |           |              |                   |    |   |              |
| Homebuyer Credit \$2000 | \$  | 20,000.00 | \$ 20,000.00 |                   |    |   |              |

### OPTION #2

| SLIDING SCALE                    | 3YRS for 10 Homes w/ Mil Levy Increase Adjustment |           |    |                     |
|----------------------------------|---|-----------|----|---------------------|
| Year of Closing                  | 75%   | \$        | -  | \$ 1,029.50         |
| Year 2                           | 50%   | \$        | -  | \$ 727.51           |
| Year 3                           | 25%   | \$        | -  | \$ 385.58           |
| Per Home Cost                    |   | \$        | -  | \$ 2,142.59         |
| <b>Total for 10 homes</b>        |   | \$        | -  | \$ <b>21,425.90</b> |
| Homebuyer Credit Option (\$1500) | \$  | 15,000.00 | \$ | 15,000.00           |
|                                  | \$  | 15,000.00 | \$ | 36,425.90           |
| Year of Closing                  | 25%   | \$        | -  | \$ 343.17           |
| Year 2                           | 50%   | \$        | -  | \$ 727.51           |
| Year 3                           | 75%   | \$        | -  | \$ 1,156.74         |
| Per Home Cost                    |   | \$        | -  | \$ 2,227.42         |
| <b>Total for 10 homes</b>        |   | \$        | -  | \$ <b>22,274.20</b> |
| Homebuyer Credit Option (\$1500) | \$  | 15,000.00 | \$ | 15,000.00           |
|                                  | \$  | 15,000.00 | \$ | 37,274.20           |