

City of Clearwater Council Meeting Agenda  
Tuesday August 27, 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 8-13-19 Council Meeting](#)
  - b. [Claims and Warrants](#)
  - c. LKM Voting Delegates – Mayor Burt Ussery, City Administrator Ron Marsh (alternate)
6. [STAFF REPORTS](#)
7. PARK ADVISORY BOARD UPDATE
8. BUSINESS
  - a. [Action: Consider Spending Authorization for Squad Vehicle](#)
  - b. [Action: Consider Agreement with Sedgwick County Volunteer Transportation Services](#)
  - c. [Action: Consider Resolution 09-2019 Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan](#)
  - d. [Consider Fall Festival Fireworks Discharge Permit](#)
9. ADMINISTRATORS REPORT
10. GOVERNING BODY COMMENTS
11. EXECUTIVE SESSION K.S.A. 75-4319(B) #4 TO DISCUSS DATA RELATING TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUAL PROPRIETORSHIPS.
12. ADJOURNMENT

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1053

Resolution: 09-2019

**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**  
August 13, 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; Chris Griffin, Tex Titterington, Shirley Palmer-Witt, Laura Papish, and Yvonne Coon were present

The following staff members were present:

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

Others Present: Justin Shore

**3. Approval of the Agenda**

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

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

**Motion: *Papish* moved, *Palmer-Witt* seconded to accept the agenda as presented. 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 07/23/19 Council Meeting

Claims and Warrants

07/10/19 = \$77,821.86

Mayoral Appointments

Kelly Mize – Library Board

Klausmeyer Dairy Farm Bleacher Rental Agreement

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

**6. Staff Reports**

- a. Police Department – Bill Hisle –asked if council had any questions from his report. Titterington commented on the new drug drop off in the police department. He asked if people could drop illegal drugs off. Hisle stated no that the box is intended for prescription drug drop off only. If people wanted to turn in illegal drugs, they could bring them in to the station and an officer

would then dispose of them in the appropriate manner. Mayor Ussery stated the reminders about school starting on Facebook were very good. No further comments or questions for Chief Hisle

- b. Public Works – Ernie Misak – asked if council had any questions from his report. Council had no questions.
- c. Fire – Ron Marsh – Marsh reported that were 3 EMS calls since the last council meeting. As of 7/31 there were no further EMS calls. However, in the last 2 weeks there has been 6 medical calls and 3 fire calls. All calls were answered and responded to by a Clearwater volunteer

## 7. Public Hearing – 2020 Budget

Mayor Ussery called for a motion to open the Budget Hearing at 6:37. **Coon** made the motion and **Papish** seconded. Voted and passed unanimously.

Marsh stated the expenditures for the 2020 budget are set for \$5,275,026, taxes are set for \$1,022,230, and the mill levy is set for 62.357.

There were no comments for the budget hearing.

Mayor Ussery called for a motion to close the Budget Hearing at 6:38. **Coon** made the motion and **Palmer-Witt** seconded. Voted and passed unanimously.

**Motion: Coon** moved, **Palmer-Witt** seconded to adopt the 2020 budget. Voted and passed unanimously.

## 8. Business

### a. Consider Facility Agreement

Aging Projects, Inc. (API) provide Title III Nutrition Program to persons 60 years of age and older.

The agreement is for one year and outlines the responsibilities of both parties in providing this valuable service to the senior citizen population of Clearwater.

The City Attorney has reviewed and approved the document.

Mayor Ussery asked if the Director had the authority to sign a document like this. Attorney Parker stated that that it would better if they Mayor signed it.

**Motion: Titterington** moved, **Coon** seconded to approve Mayor to sign the Aging Products Facility Agreement. Voted and passed unanimously.

### b. Consider Ordinance 1051 adopting 2019 Uniform Public Offense Code

Marsh stated this ordinance is annual and this is to update the code to match State Statutes. The changes are noted in the July issue of the Kansas Government Journal

**Motion: Griffin** moved, **Titterington** seconded to ordinance 1051. Coon, yea; Papish, yea; Palmer-Witt, yea; Titterington, yea; Griffin, yea. Voted and passed unanimously.

### c. Consider Ordinance 1051 adopting 2019 Standard Traffic Ordinance

Marsh stated this is also an annual update to match State Statutes.

**Motion: Coon** moved, **Griffin** seconded to ordinance 1052. Coon, yea; Papish, yea; Palmer-Witt, yea; Titterington, yea; Griffin, yea. Voted and passed unanimously.

## 9. Administrators Report

- The new scoreboard is up at the Sports Complex.
- Staff has had a discussion with Waste Connections on contamination issues they are seeing in the Curbside Single Stream service at their Recycle Center in South Hutchinson. Waste Connections wants to be up front and transparent about what they are doing. Recycle Commodities are at their lowest, and when you add a high percentage (28-30%) of contamination to the recycle materials there is no value in the single stream materials. When they have a load of Single Stream material with that much contamination, they have no other choice but to landfill fill some of this material. They have spent millions of dollars on the Recycle Center and want to continue to provide curbside single stream service and customers to continue to recycle. In an effort to hopefully reduce the amount of contamination that they are seeing, Waste Connections has provided a flyer that we will include as an insert in the next utility bill and have posted to our City Web Site and the City Facebook page.
- In other recycling news, the Mason's have discontinued their recycling of cardboard on the 1<sup>st</sup> and 3<sup>rd</sup> Saturdays of the month. The facility in Harper where they took the bundled cardboard has shut down and hauling to the facility in Wichita is not cost efficient (more selective and pays less). They have cleaned up the building and hauled the remaining cardboard out.

Council questioned the waste oil disposal and if it was closed. After discussion it is determined that ALL materials that were recycled at the center are no longer recycled including waste oil.

- Don Armstrong from Armstrong Surveying will be surveying the vacant lot at 100 E. Ross this week. The adjacent property owner has asked the City to remove the wooden posts along the property line claiming several are on his property and it will make maintenance of the area easier. Staff sees no reason for the posts to be there but do not want to encroach upon the adjacent property. We have requested a survey to ensure we are aware of existing property lines and remove only the posts on City property. The cost for the survey is \$300.

Mayor Ussery asked that once the survey is done, staff should bring any requested changes to the property back to council. There needs to be discussion on whether the wooden posts should be removed. Right now, they are a barrier to protect the other property.

- From the Library Director: Summer Reading 2019 is done and "in the Books". You can check our website or drop by the Library to see the Finisher list. We had 7 finish the Dog Day tickets. We had a total of 250 people sign up for Summer Reading with 132 finishing (that is over half). We had a total of 34 programs with a total of 1,132 attending. A great year!
- New fire department patch graphic
- City Hall exterior restoration work is scheduled to begin on August 19<sup>th</sup>, weather permitting.
- The League of Kansas Municipalities Annual Conference is Oct 12-14 in Overland Park, KS. If any member of the Governing Body would like to attend, please let Courtney or I know as soon as possible.
- Planning a Council Workshop on October 29<sup>th</sup> at 6:30. Topics will be Personnel related items.

## 10. Governing Body Comments

Griffin asked if the property on Tracy got cut. Marsh answered Yes.

Titterington had nothing to report.

Palmer-Witt had nothing to report

Papish asked if we would put a sign that the recycle center is closed. She also mentioned that the City of Oxford had a First Responder program to look at if we were still developing ours. She also mention the truck and trailer she has mentioned is still there.

Coon mentioned there is still a junk yard next to her.

**11. Executive Session**

**MOTION: Palmer-Witt** moved; **Papish** seconded to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include the City Administrator and Police Chief. The City Council will reconvene the open meeting in the City Council Chamber at 7:07 p.m.

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

**MOTION: Griffin** moved; **Titterington** seconded to appoint Ryan Aden to the police department at \$16.50 per hour. Voted and passed unanimously.

**12. Adjournment**

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

**MOTION: Coon** moved; **Palmer-Witt** seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:09 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 August 13, 2019 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 27<sup>th</sup> day of August 2019

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

# Check Register Report

Date: 08/19/2019

Time: 4:46 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>							
45375	08/21/2019	Printed		ARMSTRONG	ARMSTRONG LAND SURVEY, P.A.	LOTS 166 & 168	300.00
45376	08/21/2019	Printed		BBL1	B & B LUMBER	STREET SIGN MOUNTING	44.08
45377	08/21/2019	Printed		BA01	BARCO	SOLAR POWERED RED FLASHER	264.64
45378	08/21/2019	Printed		CPLP1	CENTER POINT LARGE PRINT	MATERIALS	133.02
45379	08/21/2019	Printed		CI W	CIRUS WATER	SENIOR CENTER	31.50
45380	08/21/2019	Printed		CCS1	COAST TO COAST SOLUTIONS	TATTOOS/PENCILS	155.34
45381	08/21/2019	Printed		CRAFCO	CRAFCO, INC	CROSSINGS	359.00
45382	08/21/2019	Printed		D & S	D & S BODY SHOP	WINDSHIELD & MOLDING	325.00
45383	08/21/2019	Printed		DAVID	DAVID W. KIMPLE	CITY HALL EXT WORK/2ND HALF	6,200.00
45384	08/21/2019	Printed		DELISA	DELISA'S MEDICAL BILLING	JULY 2019	294.92
45385	08/21/2019	Printed		DOS1	DIGITAL OFFICE SYSTEMS	OVERAGE	12.38
45386	08/21/2019	Printed		ENVIRON	ENVIRONMENTAL & PROCESS SYSTEM	PARK GLEN WET WELL	1,375.15
45387	08/21/2019	Printed		FAR	FARREL LANGE	RESTITUTION	136.50
45388	08/21/2019	Printed		FILE OF	FILE OF LIFE FOUNDATION, INC	FIRE PREVENTION MAGNETS	197.45
45389	08/21/2019	Printed		GLENDA	GLENDA GLADFELTER	SCHOOL HOUSE STOVE PIPE	41.69
45390	08/21/2019	Printed		J. MAR	J. MARTIN CO.	LAUER AGREEMENT/LEVELING	2,000.00
45391	08/21/2019	Printed		KIE1	KIEFER	UMBRELLAS	198.35
45392	08/21/2019	Printed		KOUR	KOURTNEY BERNTSEN	YOGA CLASS 8-19 & 8-26	60.00
45393	08/21/2019	Printed		KHE1	KS DEPT OF HEALTH & ENVIRON.	WATER ANALYSIS	60.00
45394	08/21/2019	Printed		LOK1	LEAGUE OF KS MUNICIPALITIES	LEAGUE CONFERENCE	215.00
45395	08/21/2019	Printed		LC1	LISA CORR	KEMSA CONFERENCE	210.00
45396	08/21/2019	Printed		LCS1	LOWE'S	STATEMENT	144.30
45397	08/21/2019	Printed		MERI	MERIDIAN ANALYTICAL LABS, LLC	SEWER ANALYSIS	170.00
45398	08/21/2019	Printed		METRO	METROPOLITAN AREA BUILD & CONS	B/E/M/P PERMITS JULY 2019	191.85
45399	08/21/2019	Printed		MIG1	MIZE'S THRIFTWAY	STATEMENT	132.96
45400	08/21/2019	Printed		MCC1	MUNICIPAL CODE CORPORATION	ONLINE CODE HOSTING	550.00
45401	08/21/2019	Printed		NAT SIGN	NATIONAL SIGN COMPANY INC	REPLACEMENT OF OLD SIGNS	602.11
45402	08/21/2019	Printed		PEI	PERSONNEL EVALUATION INC.	JULY BILLING	60.00
45403	08/21/2019	Printed		PCA1	PETTY CASH	LIBRARY	9.68
45404	08/21/2019	Printed		PC02	PROCOM LMR, INC.	BATTERY/CHARGER	220.44
45405	08/21/2019	Printed		RCI1	RENN & COMPANY, INC.	BOND FOR NICHOLS	100.00
45406	08/21/2019	Printed		RLM1	RUSSELL L. MILLS	CASE #19-12	450.00
45407	08/21/2019	Printed		SAM1	SAM'S CLUB	STATEMENT	1,084.12
45408	08/21/2019	Printed		SCDF	SEDGWICK COUNTY	PRISONER HOUSING	141.68
45409	08/21/2019	Printed		0004	SEDGWICK COUNTY ELECTRIC COOP	STATEMENT	1,592.93
45410	08/21/2019	Printed		SONJA	SONJA FROGGATTE	MEETING EXPENSES/MILEAGE	258.09
45411	08/21/2019	Printed		ST OF KS	STATE OF KANSAS	LEO TRAINING/REINSTATEMENT	649.00
45412	08/21/2019	Printed		TRAILERS	TRAILERS N MORE LLC	CHALLENGER 550 UTV	9,249.00
45413	08/21/2019	Printed		T2UL	TRUE2U AUTOMOTIVE, LLP	OIL CHANGE/SEAT REPAIR	264.92
45414	08/21/2019	Printed		UNI	UNIFRIST CORPORATION	SUPPLIES	140.96
45415	08/21/2019	Printed		VISA	VISA	MEMBERSHIP/NNO	1,164.61
45416	08/21/2019	Printed		WCI1	WASTE CONNECTIONS, INC.	STATEMENT	14,156.60
45417	08/21/2019	Printed		WTC1	WICHITA TRACTOR CO.	LANDPRIDE MOWER REPAIR	112.52
<b>Total Checks: 43</b>						<b>Checks Total (excluding void checks):</b>	<b>44,059.79</b>
<b>Total Payments: 43</b>						<b>Bank Total (excluding void checks):</b>	<b>44,059.79</b>

Check Register Report

Date: 08/19/2019

Time: 4:46 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>							
285	08/21/2019	Printed		KDR1	KANSAS DEPARTMENT OF REVENUE	WATER SALES TAX	268.23
286	08/21/2019	Printed		KDR1	KANSAS DEPARTMENT OF REVENUE	CONCESSION STAND SALES	286.85
287	08/21/2019	Printed		MERCHANT	MERCHANT SERVICES	ECOMMERCE	162.14
288	08/21/2019	Printed		MERCHANT	MERCHANT SERVICES	ICT220	273.21

**Total Checks: 4**

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

**990.43**

**Total Payments: 4**

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

**990.43**

**Total Payments: 47**

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

**45,050.22**

To: Mayor and City Council

From: Bill Hisle  
Police Chief

Date: August 27, 2019

Re: Police Department Staff Report

080919 19-0731 8300 S. 103 St. S – Assisted Sedgwick CO S.O. in trying to locate a suicidal subject thought to be in the area. Subject's phone pinged to a Wichita location and call transferred to WPD.

080919 19-0732 500 block of E Wood – First Christian Church security system revealed a reckless driver doing donuts in their gravel parking lot. Driver later located. Driver apologized to FCC, no charges filed.

081019 19-0736 Quail Valley Rd, Assisted S.O. Report of a man with a long gun approaching a woman in her yard. Woman went inside to call 911. Officers from Garden Plane, Goddard and the S.O. responded. A short time later the individual stopped in a white truck by Sgt. Harp. He turned out to be a worker for the rural water district reading water meters. The meter reader had what appeared to be a pistol grip on in.

081019 19-0737 200 block of S. Lee. Domestic Disturbance, turned into a Civil Standby. No disturbance, female half upset male half was removing his property from the residence.

08152019 19-0748 Disturbance, 900 block of E Ross. 14 year old female "ward of the state" being driven to St. Francis in Wellsville, became upset with the driver and attempted to jump out of the car. We stood by until another ride from St. Francis responded.

081519 19-0749 100 block of N. Prospect – Mental health call. Transported by EMS to St. Joseph and admitted.

081519 19-0754 800 block of E Streamside. Parent reported that teen aged son filling out false applications for credit cards. Report forwarded to Juvenile DA.

081619 19-0755 Prospect and Hellar. Unknown stole Prospect & Hellar street sign.

082019 19-0764 100 block of N. Prospect. Subject from 19-0749 called to advised she was again having mental problems and requested EMS take her to St. Francis.

0821190 19-0771 Subject caught vaping in the H.S. parking lot. I bring this to your attention only to ask if you've seen the recent reports about several medical reports indicating we are starting to see reports of vaping causing cancer, and other health issues. Not safe after all.

During the past two weeks we have also a number of calls reference the following; warrants served, vehicle lock outs, animal complaints, open doors on businesses, and a couple of welfare checks. The traffic surrounding the start of school seemed to be go very smoothly this year with everyone getting back in the groove quickly.



To: Mayor and City Council Members

From: Ernie Misak, Public Works Director

Date: August 27, 2019

Subject: Public Works Summary

1. Completed meter reads and rereads
2. Completed installation of need pump mounting at the bottom of PG wetwell.
3. Installed a returned pump in PG wet well after installation of the new mounts.
4. Newly installed pump was pulled due to a seal fail. Vendor has been contacted.
5. Water leak at Garvey again. Looking at option of vacating current 8 inch line and replacing it with a two inch line. This will require shut down of water service to elevator so must be planned and coordinated with elevator staff.
6. Water leak in the 100 block of S. First.
7. Church of Christ has requested water service. Waiting on authorization to install in the ditch or on the shoulder. The line will extend from the north side of Diagonal (Booster Pump area) to the Church.
8. Wastewater samples were drawn and submitted to lab for analysis. Fortunately we again met our limits, with TSS being at the maximum permitted level.
9. I no longer have a summer temp due to his finding a regular fulltime job. Advertising has to hire has not yielded any candidates at this time.
10. Cleaning up the "Welcome" sign area at Diagonal as it was not taken care of by the Group that adopted it.
11. Working on finalizing the 2019 Street Improvement so that we can solicit bids.
12. Spraying fence lines and ball diamonds as the weeds have flourished this year.
13. Mowing and weed eating also has been extensive.
14. Have had issues with the generator at PG wet well. Last instance resulted from mice eating insulation off of wiring, necessitating replacement of wires.
15. Anticipating complete shut down of the aquatic center as the school has been using it for physical education.
16. Other normal duties and responsibilities.

# Clearwater Senior & Community Center

## Staff Report

August 23, 2019

To: Mayor & City Council

From: Sonja Froggatte, Director

1. Chair yoga class on Mondays at 1:30 normally but on 8/26 at 2:00.
2. At 9:00 on Tuesdays and Fridays Marlene leads an exercise class for individuals 55 and over. We also have a basic computer workshop at 10:30 on Tuesdays.
3. Every Wednesday at 9:00 we enjoy coffee and visit with attendees. At 10:00 on the first Wednesday of the month we will play balloon volleyball, if anyone is interested.
4. Thursdays at 10:00 Pastor Joe comes from the Evangelical Free Church to offer Bible Study; at 1:00 we welcome Bridge players as well as Bingo in the back room.
5. After exercise at 9:00 on Friday; on the first and last Fridays of the month we will show free movies with popcorn at 1:00.
6. API serves up a pretty good lunch at the Center weekdays and volunteers deliver lunch to homebound or recovering individuals.
7. I am working on SHIP certification from the Kansas Department for Aging and Disability Services in order to assist those who are disabled or 65 & over to determine the best Medicare/Medigap or Medicare Advantage choice. I attended level 4 SHIP in Ottawa on 8/15 and passed level 4.
8. On 8/16 Stacy Nilles, with the Sedgwick Co. Dept. on Aging came for an annual review. I have two categories for a level 2 Senior Center covered. I'm still working on connecting with those who can offer educational presentations. Ideas are welcome!
9. On 8/24 we'll have our third jam session!
10. Shirley Lewis, with the Sedgwick Co. Extension Office will be here at 1:00 on 8/26 to present "Choosing to Move Throughout the Day".
11. On 8/27 we will deliver Commodities.
12. Becky Estes, with Aging Projects, Inc. delivered informational folders for new and current senior residents at Mimosa Arms. She also hit several businesses. We are still planning to deliver envelopes full of information to all homes in Clearwater.
13. On the 10<sup>th</sup> we will have our September Carry-In Luncheon at noon.
14. Then on 8/11 at 1:00 Teresa Hatfield with the Extension Office will present Advance Directives.

**City of Clearwater  
City Council Meeting  
August 23, 2019**

**Consider Spending Authorization for Squad Vehicle**

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**Background:** Due to the ending of EMS operations and ambulance transport, the Fire leadership would like to have a squad vehicle equipped with the equipment and Go Bags necessary for our medical first responders. The current fire squad vehicle (71) is also the primary brush truck and doesn't have the room for the medical equipment.

**Analysis:** Purchasing a vehicle to use as a true squad vehicle would keep the mileage and wear and tear down on Squad 71. The new squad vehicle would respond to all calls and serve as a rehab unit for fire calls. Staff has been looking at various government auction sites, other governmental agencies (KHP, City of Hutchinson), etc. and have identified several potential vehicles. These require a bid or quick response that doesn't always coincide with Council meetings for Governing Body approval to commit the funds. Staff is requesting the Council authorize the City Administrator to bid or make an offer within a set spending limit to purchase the vehicle.

**Financial:** The \$2 ambulance fee fund will have \$23,944 remaining after the last ambulance payment is made this month. Staff would like to earmark that remaining money to purchase and outfit the new squad vehicle. Staff is confident a good used vehicle can be found for under \$17,000.

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

**Recommendations/Actions:** Recommend authorizing the City Administrator to commit up to but not more than \$17,000 for the purchase of a squad vehicle for the Fire Department.

**City of Clearwater  
City Council Meeting  
August 23, 2019**

**Item: Sedgwick County Volunteer Transportation Services Agreement**

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**Background:** The RSVP Volunteer Transportation Program provides transportation services to rural residents in Sedgwick County including Clearwater. The program is administered at the local level by the Sedgwick County Department on Aging and is part of Senior Corps, a federal program that supports service and volunteering programs for senior citizens to improve lives, strengthen communities, and foster civic engagement.

**Analysis:** The contract is on a fee-for-service basis, which is \$7.00 per coordinated ride. A coordinated ride is defined as a single round trip ride for one single rider or for multiple riders who have the same origin or destination. The contract as presented is through June 30, 2020 and may be extended on a month to month basis while developing an agreement for July 2020 – June 2021. Under no circumstances will compensation paid under the agreement exceed available program funds.

**Financial:** In 2018, the city received \$287.00 in funds from the program and YTD 2019 we have received \$161.00. These funds are generally used to subsidize the annual volunteer appreciation dinner and other events for volunteers.

**Legal Considerations:** The City Attorney has reviewed the agreement.

**Recommendations/Actions:** Recommend authorizing the Mayor to sign the agreement as presented.

**VOLUNTEER TRANSPORTATION SERVICES AGREEMENT**

**by and between:**

**SEDGWICK COUNTY, KANSAS**

**and**

**CITY OF CLEARWATER, KANSAS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Sedgwick County, Kansas ("County") and City of Clearwater, Kansas ("Contractor").

WITNESSETH:

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

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

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

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

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

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

**2. Term.** The initial term of this Agreement shall be from its effective date, as first written above, and ending June 30, 2020. This Agreement may continue for a reasonable time after June 30, 2020, on a month-to-month basis, if both parties agree to continue operating under the terms and conditions of this Agreement while they are actively developing an agreement for July 2020 – June 2021, assuming funds for a new agreement are available.

**3. Prohibition on Rides Provided.** County will not authorize compensation to Contractor for coordinated rides for RSVP volunteer's relatives being transported in the same vehicle. For purposes of this Agreement, the term "relative" includes spouses/partners, siblings, brothers or sisters-in-law, children or stepchildren, grandchildren, great-grandchildren, and any individual, related or not, residing at the same address of the RSVP volunteer. No trip will be compensated if the trip goes beyond the following counties: Butler, Cowley, Harper, Harvey, Kingman, and Reno.

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

*[balance of this page intentionally left blank]*

## General Terms and Conditions

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

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

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

7. **Invoicing and Billing.** Contractor shall submit all coordination pages to the County's RSVP Volunteer Program Coordinator no later than the fifth day of each month.

Invoices must include the following information:

- a. Date of trip(s) coordinated
- b. Volunteer driver assigned
- c. Origin and destination addresses
- d. Purpose and description of the ride
- e. Name of passenger(s)
- f. Miles driven with passenger(s) per trip (not including miles driven from the start and end of volunteer's home, apartment, etc.)
- g. Amount of time driven (in hours and minutes) with passenger(s) (not to include non-road time with passenger(s))
- h. Amount of non-road time (escorted) with passenger(s) (in hours and minutes)

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

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning July 1, 2020). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than July 5, 2020.

8. **Warranties and Representation.** Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County

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

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

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

*and*

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

**Contractor:** City of Clearwater, Kansas  
129 E. Ross Avenue  
P.O. Box 453  
Clearwater, Kansas 67026

**10. Termination.**

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

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



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

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

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

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

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

**16. Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

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

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

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

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

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

- e. Contractor's written response to the RFP (if applicable)
- f. The RFP (if applicable)

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

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

**24. Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available to County at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

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

**24. Intellectual Property Rights.** As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

**25. Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

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

*[balance of this page intentionally left blank]*

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

SEDGWICK COUNTY, KANSAS

CITY OF CLEARWATER, KANSAS

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Thomas J. Stolz  
County Manager

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Burt Ussery  
Mayor

APPROVED AS TO FORM ONLY:



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Michael L. Fessinger  
Assistant County Counselor

ATTESTED TO:

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Kelly B. Arnold  
County Clerk

**APPENDIX A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.  
  
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period

of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.  
  
Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.

**APPENDIX B**  
**SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

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

**City of Clearwater  
City Council Meeting  
August 23, 2019**

**Consider Resolution 09-2019  
Adopting the Kansas Homeland Security Region G Hazard Mitigation Plan**

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**Background:** Mitigation is commonly defined as sustained action taken to reduce or eliminate long-term risk to people and their property from hazards and their effects. Hazard mitigation planning provides communities with a roadmap to aid in the creation and revision of policies and procedures, and the use of available resources, to provide long-term, tangible benefits to the community. A well-designed hazard mitigation plan provides communities with realistic actions that can be taken to reduce potential vulnerability and exposure to identified hazards.

**Analysis:** This Hazard Mitigation Plan (HMP) was prepared to provide sustained actions to eliminate or reduce risk to people and property from the effects of natural and man-made hazards. This plan documents the State of Kansas Homeland Security Region G (hereafter referred to as Kansas Region G) and its participating jurisdictions planning process and identifies applicable hazards, vulnerabilities, and hazard mitigation strategies. This plan will serve to direct available community and regional resources towards creating policies and actions that provide long-term benefits to the community. Local and regional officials can refer to the plan when making decisions regarding regulations and ordinances, granting permits, and in funding capital improvements and other community initiatives.

As stipulated in the Disaster Mitigation Act of 2000 (DMA 2000) Section 322, federally approved mitigation plans are a prerequisite for mitigation project grants. Development and Federal Emergency Management Agency (FEMA) approval this plan will ensure future eligibility for federal disaster mitigation funds through the Hazard Mitigation Grant Program (HMPG), Pre-Disaster Mitigation Grant Program (PDM), Repetitive Flood Claims, and a variety of other state and federal programs. This HMP was prepared to meet the requirements of the DMA 2000, as defined in regulations set forth by 44 CFR Part 201.6.

**Financial:** There is no direct cost to the City to adopt this resolution.

**Legal Considerations:** The City Attorney has reviewed the document.

**Recommendations/Actions:** Adopt Resolution 09-2019.

CITY OF CLEARWATER, KANSAS

RESOLUTION NO. 09-2019

A RESOLUTION ADOPTING THE KANSAS  
HOMELAND SECURITY REGION G HAZARD  
MITIGATION PLAN

WHEREAS, the City of Clearwater recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Clearwater Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Clearwater Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the City of Clearwater Kansas demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Clearwater Kansas adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; and



BE IT FURTHER RESOLVED, the City of Clearwater will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

Adopted by the City Council this 27th day of August 2019.

Approved by the Mayor this 27th day of August 2019.

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

ATTEST:

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

**City of Clearwater  
City Council Meeting  
August 23, 2019**

**Consider Permit for Fall Festival Fireworks Display**

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**Background:** Per City Code 14-45 and 14-46, the Governing Body must approval a public display of fireworks that does not fall within the July 4<sup>th</sup> window.

**Analysis:** The Fall Festival committee has asked Victory Pyrotechnics to conduct a firework show on Saturday, September 21<sup>st</sup> as part of the fall festival activities. The fireworks would be discharged from the sports complex parking lot. Victory Pyrotechnics has submitted a Fireworks Discharge Permit Application along with their Certificate of Insurance.

**Financial:** No cost to the City.

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

**Recommendations/Actions:** Approve the Fireworks Discharge Permit Application.



### Fireworks Discharge Permit Application

Victory Pyrotechnics & Special Effects  
ORGANIZATION/BUSINESS

PERMIT NUMBER: \_\_\_\_\_

Cody Hanna  
RESPONSIBLE PARTY

APPLICATION DATE: 08/22/2019

(316) 631-5631  
TELEPHONE NUMBER

FEE: Waive

14921 W. Morning Dove, Clearwater, KS 67026

ADDRESS

DISPLAY

Chisolm Trail Sports Complex 1001 E. Ross (Park lot on west side of Complex)

STREET ADDRESS

Saturday, September 21

DATE OF EVENT

**\*\*ALL APPLICATIONS MUST BE ACCOMPANIED WITH A CERTIFICATE OF INSURANCE\*\***

FOR OFFICE USE ONLY

APPROVED BY THE CITY COUNCIL AT THE \_\_\_\_\_ MEETING.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Fire Chief

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_