City of Clearwater Council Meeting Agenda  
Tuesday October 22, 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 10-8-19 Council Meeting  
   b. Claims and Warrants  
6. STAFF REPORTS  
7. BUSINESS  
   a. AUTHORIZE MAYOR TO SIGN AGREEMENT FOR SALE OF REAL ESTATE  
   b. DISCUSSION: 2ND INGRESS/EGRESS FOR PARK GLEN  
8. ADMINISTRATORS REPORT  
9. GOVERNING BODY COMMENTS  
10. ADJOURNMENT

Next Assignment Numbers  
Charter Ordinance: 21  
Ordinance: 1053  
Resolution: 10-2019

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.
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; Tex Titterington, Yvonne Coon and Chris Griffin were present. Laura Papish and Shirley Palmer-Witt was Absent

   The following staff members were present:

   Ron Marsh, City Administrator, Courtney Meyer, City Clerk; Ernie Misa k, Public Works Director; Austin Parker, City Attorney; Justin Patrick.

   Others Present: Justin Shore, Avery Colbert, Tahnae Keeling, Raegen Oelkers, Hanna Denning, Jack Pawloski, Hunter Shore, Karsyen Pinion, Logan Higgins, Brayden Wells, Cayde Moeder, Andrew Rakes, Jesse Whitley, Michelle Leidy-Franklin

3. **Approval of the Agenda**
   Mayor Ussery asked if there were any modifications to the agenda. Marsh stated no.

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

   **Motion:** Coon moved, Griffin 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 09/24/19 Council Meeting
   Claims and Warrants
   10/02/19 = $59,257.59
   Public Works Temporary Worker Appointment – Michael Machart

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

Palmer-Witt enters @ 6:35

**Staff Reports**

a. Police Department – Bill Hisle – told council that Austin Little withdrew from the Academy today
and resigned from the police department. He also told them his last day will be October 23rd. He thanked council and city staff for all the support he and his department has seen. He commended council for doing what’s best for the city and not focus on their “own agenda”. Mayor Ussery thanked Chief Hisle for the leadership he brought the department and stated he is leaving it better than he found it.

b. Public Works – Ernie Misak – asked if there were questions. Council didn’t have any. Mayor Ussery stated that Marsh is working on a sewer presentation to give council an update at a future meeting on the testing, where we’ve been, how we go here, and where are we to go.

c. Fire – Justin Patrick – reported 5 calls since last meeting with 3 of them being medical calls. There was an average of 17-minute wait time for Sedgwick County EMS. There was also a 17-minute wait call for the football game but Clearwater Fire Department was on hand to administer first aid until the EMS arrived. Patrick also stated the KHP vehicle and the new forestry vehicle were picked up on Friday. It will cost an additional $500 to finish the outfit of the KHP vehicle bringing the total to $2000 instead of $1500. Griffin questioned if the school has been consulted on the availability of an ambulance. Patrick stated the school is fine with have Emergency personnel on hand during the football games.

6. Business

a. Consider Awarding 2019 Street Maintenance

Since 2016 the City has set aside money to update the Mobile Data Terminals (MDT’s) the Police Every two years the Governing Body budgets for major street maintenance projects. 2019 is the next scheduled year and street maintenance RFP for small and large crack filling and slurry seal was sent to 2 vendors. The RFP responses are attached:

Circle C Paving: total bid $99,580.00

South Central Sealing & Paving: $129,180.00

Additionally, the Public Works Director has requested to try a new pavement preservation process on newer streets (< 8-10 years). This process is through ProSeal and they are the only ones in the region who provide the product. The City of Wichita uses this process and has been satisfied with the results. I talked with a Sedgwick County Engineer about the process and he said the ProSeal product should work well for Clearwater and will give us the best return for our money. The quote from ProSeal is $23,676.30 and is attached along with a map of the streets to be treated.

Any funds remaining after these projects will go towards curb and gutter work along Tracy St. and repairing alley entranceways along Southeast Dr. RFP’s for these projects will be sent out and presented to the Governing Body at a future meeting.

The total amount budgeted for 2019 Street Maintenance is $155,000. The Circle C quote and ProSeal quote come to $123,256.30. The South Central Sealing and ProSeal total comes to $152,856.30.

Staff recommends approving the Circle C Paving bid in the amount of $99,580 and the ProSeal quote in the amount of $23,676.30.

Motion: Titterington moved, Palmer-Witt seconded to award the street project to Circle C for the amount of $99,580. Voted and passed unanimously.

Motion: Titterington moved, Palmer-Witt seconded to approve ProSeal in addition to the street project in the amount of $23,676.30. Voted and passed unanimously
b. **Budget Update for EMS Change**

The Governing Body directed staff to bring an itemized list of enhancement expenditures moved from 2019 departmental budgets to cover the increase in the EMS budget for full time personnel. These funds have been reallocated to the departmental budgets and the Governing Body can review and reapprove or not approve each item.

Staff recommends approving reinstating all the listed enhancements per the original 2019 budget.

**Motion:** Titterington moved, Palmer-Witt seconded to authorize the changes to be put back into the funds and authorize the expenditures. Voted and passed unanimously.

7. **Administrators Report**

- The IT Service RFP went out on October 1st to 7 different vendors. RPF’s will be due back on November 1st
- City offices will be closed on October 14th for Columbus Day
- City-Wide Cleanup is scheduled for October 18th and 19th. This is where residents will take their items to the Public works building.
- The annual audit was conducted last week by George, Bowerman, and Noel.
- Chief Hisle’s last day will be 10/23/19 at noon.
- I will be at the League of Kansas Municipalities annual meeting Saturday – Monday.
- The Chisholm Ridge sign will go up sometime next week.

8. **Governing Body Comments**

Griffin asked if the lights on the new fire vehicle were just forward and rear projecting. Patrick said yes but part of the outfitting is putting lights on the side bar so it can be seen from every direction.

Titterington asked if council needed to approve the additional spending for the fire department. Parker stated no since it was within the spending authority.

Palmer-Witt had nothing to report.

Coon had nothing to report.

Mayor Ussery asked if anyone wanted to be a part of the Advisory Aging Council for Sedgwick County. Marsh clarified that it was not a decision-based council just an advisory board. Nobody from council was interested.

9. **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 6:58 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 October 8, 2019 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 22nd day of October 2019

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Courtney Meyer, City Clerk
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**Total Payments:** 56  
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Total Checks: 26
Checks Total (excluding void checks): 8,839.07

Total Payments: 26
Bank Total (excluding void checks): 8,839.07

Total Payments: 82
Grand Total (excluding void checks): 50,944.66
To: Mayor and City Council

From: Fire Department

Date: October 17, 2019

Re: Fire Department Report

• 7 calls for service since last council meeting

• 4 EMS transports- average response time 17.75min longest response time was approx. 20 min.

• Parts ordered for First response vehicle- will go to Emergency Fire Equipment in Mayfield for installation once parts are in. Decals placed on vehicle last week.

• Staff gave rides and a presentation for approx. 80 individuals during Fire Prevention week.

• Will be attending Sumner County Fire Chiefs meeting on 10/24 in Wellington

• Working with Casco Industries to purchase 3 new SCBA units
To: Mayor and City Council

From: Bill Hisle
Police Chief

Date: October 22, 2019

Re: Police Department Staff Report

10/07/19  19-0930   Student posted a picture on social media of hands in the shape of a gun with the comment “Don’t come to school tomorrow.” The student was quickly identified and suspended from school, along with the appropriate notifications being made. The PD kept a high profile at the H.S. the next couple of days. It is not believed the threat was serious, but in the current environment these types of threats are always taken seriously and dealt with immediately.

10/10/19  19-0936   A curfew violation turned into a possession of marijuana and drug paraphernalia charge, along with the female subject possessing a set of brass knuckles. The stop was originated by Lt. Gearhardt.

On 10/08 Austin Little called to let me know he had withdrawn from the academy. He cited financial reasons for leaving, and stated he had to make more money in order to support his family. This was a shock and a disappointment for the department as Austin fit in well and was doing a good job in the academy.

In better news Ryan Aden continues to do well and this week began patrolling the city on his own. Although still learning, Ryan’s experience in Cheney as a part time officer has given him a good foundation for success here in Clearwater.
To: Mayor and City Council Members

From: Ernie Misak, Public Works Director

Date: October 22, 2019

Subject: Public Works Summary

1. Repair cuts and potholes with asphalt.
2. Working of all ball diamonds for grass/weeds.
3. Canopies at pool.
4. Trim/cut trees around streets and alleys.
5. Wastewater sample was pulled and delivered to lab for analysis.
6. Pump at Park Glen wetwell pulled for warranty work.
7. Read meters and re-reads
8. Mowing for hopefully one of the last times.
9. Other normal duties and responsibilities.
Clearwater Senior & Community Center

Staff Report

October 18, 2019

To: Mayor & City Council

From: Sonja Froggatte, Director

1. I’m still taking appointments in order to assist those who are disabled or 65 & over to determine the best Medicare/Medigap, Medicare Advantage choice and/or Part D choice.
2. Commodities will be distributed 10/29 from 9:00-3:00.
3. Hermes Healthcare will be at the Center for foot care all day on 10/23. Please call (316) 260-4110 to schedule an appointment with them.
4. I got another pharmacist scheduled to be at the Center to offer flu shots and other vaccines from 9:00-10:00 a.m. on Thursday, 10/24. If you’re interested in getting a vaccine, please call the Center at (620) 584-2332 as there is a form to complete.
5. On Friday, October 25th at 11:30 Justin Shore, a gentleman running for one of the vacant City Council seats will join us for lunch & familiarize us with his goals.
6. The Jam Session will be 10/26 at 6:00. If finances allow, please bring a snack or your instrument to share.
7. On 10/30 we will have our Halloween Party beginning at 11:30. Please attend if you are interested. You are invited to join us for lunch at that time. We’ll continue with some fun!
Authorize Mayor to Sign Agreement for Sale of Real Estate

**Context:** Andy Jacobs, owner of Safety Tech, located at 840 E. Commercial St., has informed staff that he would like to purchase the half lot north of his current building:

Lot 1 excluding South 125 feet thereof, Block 3, Clearwater Business Park, Clearwater, Sedgwick County, Kansas.

The lot is approximately 1 acre and using the most recent appraisal the cost per acre is $3333.00.

Authorizing the Mayor to sign the Real Estate Sales Agreement will allow the City to present the agreement to Mr. Jacobs and move forward with the transaction.

**Financial:** The City will receive $3333.00 for the sale of the lot.

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

**Recommendations/Actions:** Authorize the Mayor to sign the agreement.
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 Robert Andrew Jacobs, with a mailing address of 840 E. Commercial St., 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:

Lot 1 excluding South 125 feet thereof, Block 3, 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. Purchase Price

Purchaser agrees to purchase, and to pay to Seller, as consideration for the conveyance of the above-described Property, the sum of three thousand three hundred thirty three dollars ($3333.00), payable in full at closing.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Purchasers’ 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.

9. Environmental Conditions

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

10. 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.

11. Survey

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Binding Effect

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

17. 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.

18. 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 Robert Andrew Jacobs on this ______ day of _________, 2019.

ROBERT ANDREW JACOBS

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