

City of Clearwater Council Meeting Agenda
Tuesday April 11, 2023, at 6:30pm
129 E Ross Clearwater, KS 67026

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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. [Previous Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
6. **Staff Reports**
7. **Business**
 - a. **Action:** [Professional Services CED, P.A](#)
8. **Governing Body Comments**
9. **Executive Session**
10. **Adjournment**

Next Assignment Numbers

Charter Ordinance: 22

Ordinance: 1094

Resolution: 14-2023

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**
March 28, 2023
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

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; Crystal Walter, Chad Pike, Tex Titterington, and Tim Robben, Justin Shore was present via GoTo Meetings.

The following staff members were present:

Jaye Poe, City Clerk, Deputy City Clerk, Carol Reitberger, Jared Dinwiddie, Amber Ives and the City Attorney. Kirk Ives was present via GoTo Meetings.

Others Present:

John Toothaker, Ross Keesling, Samantha Warkins and Larry Kleeman.

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda. Clerk Poe stated Item 7 c Professional Services CED, P.A. needed to be removed.

Motion: *Walter* moved; ***Pike*** seconded to approve the agenda as modified. Voted and passed unanimously.

4. Public Forum

John Toothaker wanted to express his appreciation to council. He had concerns on the condition of the ball fields at the Sports complex. John met with Crystal Walter and took pictures the night before and handed them out to council. The fields in his opinion are unsafe for the kids to play on. John stated that he is willing to help raise funds for fixing the fields if the City will not be maintaining them anymore and allow the High School coach to maintain them. He stated the Lyons club had money set aside that could be used for the ball fields. Ross Keesling spoke on the same matter and agreed with John. The high school has sent many student athletes to college for baseball. There are sprinklers on the infield and outfield needing repaired and the water has not been turned on. Ross feels the state of the fields being in this condition is a city personnel matter. There has been a dump truck driven on the field which left ruts in the ground. He has gotten a quote of \$3400 to put an announcer stand on the field. They both thanked the Council for their time.

5. Consent Agenda

Mayor Ussery asked if there was any question on the consent agenda and if not asked for a motion to approve.

Minutes

Claims and Warrants

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

6. Staff Reports:

- Administration Office – Jaye Poe – Council asked about the budget spreadsheet being sent out, the City Administrator is working with staff on their budgets and will get them out to council for review when this is finished.
- Fire Department – Jared Dinwiddie – None.
- Police Department – Kirk Ives – Council discussed Officer McGuire being on his own and doing well.
- Park – Jaye Poe – None.
- Public Works – Jaye Poe – Council questioned the inserts in the utility bills. Deputy Clerk stated it was a state mandate to put in the failing of tests and are just behind on getting the dates out.
- Senior Center – Amber Ives – Council asked about the partnership with Riverside. Ives stated that they will be providing the lectures and Advena will be providing the snacks for the lectures.

7. Business

a. Fall Festival Temporary Permit

Clearwater Fall Festival will be hosting their annual Fall Festival at City Park. They will be having a beer garden on Saturday October 7th from 2:00 PM to 10:00 PM. They are requesting council to consider the temporary alcohol permit for A Better Bar Service to cater the event at the City Park. The beer garden is proposed to be on the baseball field weather permitting. The ball field already has 2 sides with a fence, and it is close to the stage where live bands will be performing. The festival would put up a double layer snow fence on the other two sides. The bartenders would be checking ID prior to serving alcohol and the Fall Festival will hire someone to monitor the beer garden while it is open. Council discussed no glass being allowed; this is stipulated in the permit. Council would like signs in place stating no cups allowed in or out of the beer garden.

Motion: *Pike* moved; *Robben* seconded to approve the temporary permit for the Clearwater Fall Festival. Voted and passed unanimously.

b. Indian Ridge GO Temp Notes 2023A

On February 28, 2023, City Council adopted Resolution 10-2023 authorizing the sale of temporary notes for the Indian Ridge Improvements (484,500) and Engineering Street Design work for the 2023 road project (\$530,500). Larry Kleeman with Ranson Financial presented the bidders:

Bidders:		Country	Northland	Central States
		Club Bank	Securities, Inc	Capital
		Bid 1	Bid 2	Bid 3
Maturity Date	\$1,060,000 Principal	Interest Rate	Interest Rate	Interest Rate
1-Oct-25	1,060,000.00	3.750%	4.000%	4.000%
Total Interest Cost:		117,925.00	125,788.87	125,788.87
Less Premium:		0.00	0.00	2,194.20
Plus Discount:		4,770.00	5,048.80	0.00
Net Interest Cost:		122,695.00	131,733.27	123,592.47
Average Net Interest Rate:		3.9017%	4.1891%	3.9302%
True Interest Cost		3.9125%	4.2038%	3.9258%

Mayor Ussery updated Council that the letters of credit had been received.

Motion: *Robben* moved; *Walter* seconded to award the bid to Central States and authorize the Mayor and City Clerk to execute the bid form. Voted and passed unanimously.

Motion: *Walter* moved; *Titterington* seconded to Adopt Resolution 14-2023 authorizing the

issuance, sale and delivery of General Obligation notes, series 2023A of the city of Clearwater, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.. Voted and passed unanimously.

c. Certified Engineering Design Professional Service Agreement

Item removed.

d. Civic Ready Partnership with Sedgwick County

Civic Ready is an emergency and mass notification platform. Sedgwick County Emergency Management has invested in the software, and they are sharing the capabilities with municipalities. Each municipality would go through training on what and how to post. This would not be an automatic push out to residents. Each resident would have to sign up for notifications just like they currently do on our website for other notifications. Jaye Poe, Tricia Nichols, and Chief Jared Dinwiddie have been selected to take go through the Civic Ready training. Once training has taken place then we will put a link on our website to help direct people to sign up for notifications. Training will be held in Wichita. Council asked how many people were signed up for notifications through the City Website, Clerk Poe stated only 39 people.

Motion: *Titterington* moved; *Pike* seconded to Authorize the Mayor to sign the agreement with Sedgwick County. Voted and passed unanimously.

e. Cemetery District Disorganization

The cemetery district was formed in 1943. In September of 2022 the Trustee from Ohio Township introduced the idea of having the Clearwater Cemetery District Dissolved. He felt since they have one cemetery in the Ohio township (which is full) there is no reason to have the cemetery district and tax on their township for all cemeteries. In November of 2022 an Attorney was retained to determine the process to have the district dissolved. In February of 2023 a Legal Plan for Dissolution was presented to the Cemetery Board. The process to dissolve the cemetery district is: A majority of the electors present at the annual cemetery meeting vote and approve of proposal. Then The City and each Township must pass resolution giving their consent to the proposal. If approved by City and Township governing bodies and voted by the electors, it will then be sent to the Board of County Commissioners. If the County approves, then the order will be issued to dissolve. The consensus of the Council was to agree to dissolve the district.

	Cemetery District	Minnescah Township	Ohio Township	City of Clearwater	
Assessed Valuation	\$ 48,239,859	\$ 12,710,638	\$ 12,051,523	\$ 23,477,698	Based on Sedgwick County R
% of Total		26%	25%	49%	
Ad Valorem Tax Paid 2022	\$ 146,504	\$ 38,602	\$ 36,600	\$ 71,302	Mil Levy 2.657
Property Values	\$ 256,850	\$ 20,200	\$ 6,300	\$ 230,350	
% of Values		8%	2%	90%	
Operational Expenses	\$ 100,002	\$ 8,000	\$ 2,000	\$ 90,002	
Based on % Pro Value		8%	2%	90%	
Total Assets		26%	25%	49%	
Tools/ Equipment Values	\$ 90,280				
Land Values	\$ 256,850				
Checking Balance	\$ 3,003				
Money Market Balance	\$ 423,864				
	\$ 773,997	\$ 203,939	\$ 193,364	\$ 376,694	

8. Governing Body

Walter – None.

Shore –None.

Pike – None.

Titterington – None.

Robben – With the issues regarding the ball fields, he feels it is necessary to look into the matter more. There are safety concerns and the City could look into the fix that was suggested by John and Ross.

Ussery – The City has gone to the school and coach; the school and coach have stated that safety has not been a concern. If it were a safety concern, the school should not be allowed to use the city ball fields. Mayor Ussery will reach out to the school as well as John and Ross. The sprinkler issue will be looked into tomorrow and any unsafe surface will be addressed. Following the baseball season, something different will need to be done at the ball fields.

9. Executive Session

None.

10. Adjournment

Motion: *Walter* moved; *Titterington* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:5 PM

CERTIFICATE

State of Kansas }
County of Sedgwick }
City of Clearwater }

I, Jaye Poe, 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 March 28th, 2023, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 11th day of April 2023.

Jaye Poe, City Clerk

Check Register Report

Date: 03/28/2023

Time: 3:33 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
49494	03/29/23	Printed			AMAZ	AMAZON BUSINESS	THUMB DRIVES	1,339.59
49495	03/29/23	Printed			APEX	APEX EXCAVATING, LLC	SANITARY SEWER PAY #1	161,476.00
49496	03/29/23	Printed			BBL1	B & B LUMBER	RESTOCK ON SUPPLIES	168.80
49497	03/29/23	Printed			BARDAVON	BARDAVON HEALTH INNOVATIONS	EMPLOYMENT TEST	110.00
49498	03/29/23	Printed			BPEC	BUSINESS PROTECTION EQUIP CORP	SERVICE FOR SHREDDER/MAINT	205.50
49499	03/29/23	Printed			CWC02	CLEARWATER WELLNESS CENTER	MARCH WELLNESS BILLING	75.00
49500	03/29/23	Printed			DOS1	DIGITAL OFFICE SYSTEMS	COPY OVERAGE	67.73
49501	03/29/23	Printed			EMPAC	EMPAC, INC.	APRIL MAY JUNE BILLING	367.50
49502	03/29/23	Printed			EURO	EUROFINS EATON ANALYTICAL LLC	ASBESTOS TESTING	275.00
49503	03/29/23	Printed			GAL1	GALL'S INC.	BELT/BATON	388.02
49504	03/29/23	Printed			GARV	GARVER, LLC	SEWER ENG INDIAN RIDGE	1,206.16
49505	03/29/23	Printed			IMA	IMAGINE IT	QUARTERLY BILLING	12,034.53
49506	03/29/23	Printed			JHS1	J & H STORAGE	STORAGE UNIT	100.00
49507	03/29/23	Printed			K-42	K-42 RENTAL & STORAGE	SUPPLIES FOR MOWING	448.68
49508	03/29/23	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	567.43
49509	03/29/23	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	SEWER ANALYSIS	252.00
49510	03/29/23	Printed			METRO	METROPOLITAN AREA BUILD & CONS	JANUARY B/E/M/P PERMITS 2023	197.55
49511	03/29/23	Printed			PCA1	PETTY CASH	CITY	28.13
49512	03/29/23	Printed			PP,INC	POSTALOCITY	WATER BILLS	900.00
49513	03/29/23	Printed			RJ01	ROASTER JOE'S	POLICE DEPT	36.25
49514	03/29/23	Printed			RLM1	RUSSELL L. MILLS	COURT APPOINTED ATTORNEY	200.00
49515	03/29/23	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	HYDRANTS	299.00
49516	03/29/23	Printed			SCOT	SCOTT HOLLINGSWORTH	REIMBURSE	30.00
49517	03/29/23	Printed			STA	STAPLES	STATEMENT	124.88
49518	03/29/23	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	RESOLUTION 07-23	999.37
49519	03/29/23	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	OIL CHANGE #2	132.77
49520	03/29/23	Printed			VER	VERIZON WIRELESS	STATEMENT	160.04
49521	03/29/23	Printed			WILLOW	WILLOW LANE EDUCATION	MATERIALS	45.98

Total Checks: 28

Checks Total (excluding void checks):

182,235.91

Total Payments: 28

Bank Total (excluding void checks):

182,235.91

Check Register Report

Date: 03/28/2023

Time: 3:33 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
2273	03/29/23	Printed			CGSI	CASEY'S	STATEMENT	2,246.36
2274	03/29/23	Printed			LIBERTY	LIBERTY NATIONAL	STATEMENT	200.78
2275	03/29/23	Printed			SER	SERIOUSLY SEO, LLC	MARCH SOCIAL MEDIA	650.00
2276	03/29/23	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	STATEMENT	23,792.17

	Total Checks: 4	Checks Total (excluding void checks):	26,889.31
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	Total Payments: 4	Bank Total (excluding void checks):	26,889.31
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	Total Payments: 32	Grand Total (excluding void checks):	209,125.22
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To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: March 9, 2023
Re: Administration Report

- City wide cleanup is April 15th. The city will be hosting a shred event as well on the same day at Mize's.
- Whitney Landscaping has started the mowing season at our parks. They are contracted to mow every other week in March and April and weekly in May.
- Fall Festival committee continues to meet the 3rd Mondays at 6pm. Always looking for people to help. City hall staff has been working with the committee to help arrange vendors, sponsors, and events.
- Staff has started working on the 2024 budget. If the governing body wishes to exceed the RNR then the budget adoption will be between August 30th – October 1st. If you DO NOT wish to exceed the budget adoption will be between August 1st – August 25th.

Dates to Remember

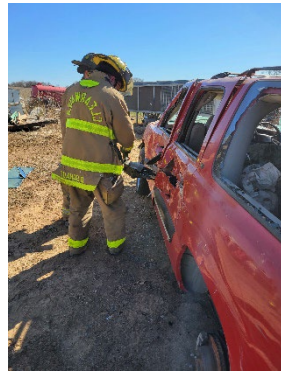
- Fall Festival Meeting April 17th
- April 15th Curbside Cleanup and Shred Event

Active Nuisances

- 221 N Grant
- 212 N Grant
- 249 N Grant

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: April 6, 2023
Re: Fire Department Staff Report

- Clearwater Fire responded to **8** medical calls and **2** Fire calls, with **1** Task Force deployment, since our last report.
- Average response time for SGCO EMS on medical calls has been around **15** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **3** emergency calls.
- To Date: The CRV has been unstaffed **9** times.
- Members had classroom training on pump operations at our last fire meeting on the 4th.
- Members trained on credentialing protocol updates and medical scenarios at our last medical training on the 6th.
- Members trained on extrication procedures/techniques on April 1st. Thank you to retired Chief Gary Berger for supplying a vehicle for us and allowing us to use his property.
- The department will be hosting a mock accident (in conjunction with SADD) on the 12th at the Clearwater High School parking lot. Start time will be around 1:30 P.M. This event is in conjunction with Prom and is intended to give students the realization of the potential risks of drinking and driving.
- Sedgwick County is under a burn ban for the month of April. Only agricultural and Forest Service approved prescribed burns will be allowed during this time frame. Sumner County is currently under a burn ban until April 11th when county commissioners will reassess whether to continue or end the ban.



To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: April 6, 2023

Re: Police Department Staff Report

Officers:

The officers are all busy finishing training and working with their Field Training Officers.

Officer Holloway will go to the Academy on the 17th of April through July 28th.

We are still open to new hire opportunities. We do have an interview that is set up in a week or so.

Police Clerk:

Normal day to day activities.

Still completing SPV permits.

Building:

Fine and running well.

Vehicles:

Normal maintenance of oil changes.

Matters of interest since last meeting on Police Activity:

We have had 41 dispatched/report calls and 10 arrests since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council
From: Chadd Posch
Date: 04/07/2023
Re: Parks and facilities

Sports Complex

- I have been working on fascia and soffit repairs and painting the concession stand/ bathroom to give it a much needed make over
- I have been also working on painting the announcer booth at diamond #3
- We had some limbs down that had to be hauled off from the high wind damage but nothing major.
- We had a breaker that had to be replaced that blew, it was powering diamond #3
- The concrete work is complete for the seating at diamond #3 and looks great.
- Soap dispensers have been updated in the bathrooms

Park

- The concrete sidewalk is finished, this had to be installed as a divider for the new turf that is scheduled to go in starting April 18th
- We will be closing parts of the playground starting next week to remove the old wood chips and prep the area for the new turf, the areas will be closed for safety and will be reopened as the turf is completed in the areas.
- The Park bathrooms are open and will remain open until winter.
- All the base anchors at the park ball field have been redone
- New on/off outdoor commercial light switches have been added to the poles at the basketball court. The old timer switches were constantly being broke and need a more durable solution.

General

- Becker Brothers came out on 4/6/2023 and repaired a AC disconnect at the museum
- I was at the KRWA water conference for three days March 28,29,30 for continuing education required by the State of Kansas for my Water Operator certification.

To: Mayor and City Council Members
From: Cole Hollis, Public Works Director
Date: April 11, 2023
Subject: Public Works Summary

1. The F250 is still at Mel Hamilton
2. Used sewer jetter to clean sewer main between N Lee Ave & N Gorin Ave 100 & 200 Blocks (no back up on main, just grit build up)
3. ArtWalk banners put up
4. Barricades for Artwalk set out and picked up (Ross Ave from Lee Ave to Byers Ave)
5. We were able to acquire 30 combined hours of continued education and training hours at the KRWA conference
6. Started Ethan's Road Grader training on Airport Rd
7. Dewinterized all 3 sprinkler wells at sports complex. The South Well (softball field 3) has an issue with either the motor or the starter capacitors. We have scheduled an electrician/well tech to diagnose
8. Performed start up maintenance on sprinklers (replace, raise, adjust, and regrade) on all 3 soccer fields and diamonds 1 & 2
9. Excavated main water valves in an attempt to isolate part of our main transmission line from the wells.
10. Excavate Main transmission line in order to obtain accurate Pipe outside diameter for valve insertion

On Thursday April 6, 2023, we attempted to isolate the main transmission line in preparation for the line relocation/bridge project B500 at 10:00 am. This caused a dip in system pressure. After nearing our minimum required pressure of 20 PSI. We were forced to cancel our attempt. The issue moving forward is we do not have valves in the necessary positions along the main to isolate the section of pipe at the bridge. I am ordering a valve insertion to make isolation possible. At this time, I do not have a cost or timeline for this installation.



Clearwater Senior Center

Staff Report

April 6, 2023

To: Mayor & City Council

From: Amber Ives, Coordinator

We have started our 6-week educational class on Chronic Illness and the response has been great. This class is a 2-hour class with a light lunch provided and currently has 15 participants.

We continue to have a great turnout for all events scheduled at the Center with Thursday being our busiest day. Today, we had 22 people playing 4 different games. The laughter I hear is the BEST!

We have added 4 new people this week to the attendance and have increased in meals served for Meals on Wheels and Friendship Meals.

Next week is our Lunch & Learn, Billiards trip and Birthday Celebration. The following week we will be hosting a special craft day, CPR and Foot Care with Hermes.

As always, we would love to have you join us for an event soon!

Respectfully,
Amber Ives
Senior Center Coordinator

**City of Clearwater
City Council Meeting
April 7, 2023**

Certified Engineering Design Professional Service Agreement

Context: On February 28, 2023, the city council voted to hire Certified Engineering Design, P.A. to create the design work for the 2023 street project. CED have are preparing the design work so council will be able to choose portions of the project to complete by street segment. This will allow council to let this project out in phases if necessary and have the proper design in place to do that. This agreement states that Garver will providing the engineering services for Indian Ridge development. The city will be using temporary general obligation bonds to pay for the services which will be paid by the city-at large in the end.

Financial: The design project is not to exceed \$456,721.64. A temporary note is being used to pay for these services that will be paid for by the city-at-large when completed.

Legal Considerations: Counsel has reviewed the contract as submitted.

Recommendations/Actions: Authorize the mayor to sign the agreement with Certified Engineering Design, P.A.

CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF CLEARWATER, KANSAS
AND
CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311

STREET IMPROVEMENT PROJECTS
IN CLEARWATER, KANSAS

THIS CONTRACT, made this ___ day of _____, 2023, by and between THE CITY OF CLEARWATER, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to construct improvements to numerous streets in Clearwater, Sedgwick County, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for the development of plans, supplemental specifications and the estimates of quantities of work for the PROJECT.

A. PLAN DEVELOPMENT

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.
2. Soils and Foundation Investigations. The CITY may authorize the CONSULTANT to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be non-engineering costs of the PROJECT, not included in this contract.
3. Prepare engineering plans, plan quantities and supplemental specifications as required.
4. Identify all known potential utility conflicts and present recommended solutions to such conflicts and, when authorized by the CITY, provide prints of plans to each utility identifying the problem locations. CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To furnish the CITY plans for the PROJECT that have been approved and accepted by all necessary and applicable state and federal agencies.

D. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

E. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for the PROJECT, all of such documents to become the property of the CITY.

City acknowledges the Consultant's construction documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of City upon completion of the work and payment in full of all monies due to the Consultant. City shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant and their respective officers, employees, agents and representatives, from any claim, damage, liability or cost (including reasonable attorney fees), caused by arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by City or any person or entity that acquires or obtains the plans and specification from or through City without the written authorization of the Subconsultant.

F. To submit to the CITY an Engineer's estimate of the quantities of work units for the PROJECT incorporating all items of work included in the plans.

G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To submit progress billings to the CITY for the engineering design services upon completion of the design work.

I. To complete and deliver plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below:

EXCEPT that the CONSULTANT shall not be responsible or held liable for the time required for reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

Plans, specifications and estimates to be completed by December 31, 2023 subject to plan review.

J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$2,000,000.00. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workers' Compensation Laws. The liability limit shall be not less than:

Workers' Compensation - Statutory

Employer's Liability - \$2, 000,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$2,000,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's Office.

B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.

C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

A. Payment to the CONSULTANT for the performing engineering design services required by this agreement shall be made on the basis of the lump sum fee amount specified below, which shall not be exceeded.

COMPLETE STREET RECONSTRUCTION

Gorin - Wood to Hellar

Gorin - Hellar to Ross

Lee - Ross to Kansas

Lee - Kansas to Park

Prospect - Hellar to Ross

Second - Kansas to Park

Grant - Hellar to Ross

First - Hellar to Ross

Michelle - Lee to Prospect

Wood - 900' East of First to Fourth

Park - Tracy to Lee

Nancy - Intersection at Gorin & Prospect

**DESIGN SURVEY
DESIGN ENGINEERING**

**NOT-TO-EXCEED FEE
\$85,800
\$198,509.22**

PAVEMENT RECONSTRUCTION, CURB TO REMAIN

Prospect - Ross to Kansas

Prospect - Kansas to Park

NOT-TO-EXCEED FEE

DESIGN SURVEY
DESIGN ENGINEERING

\$6,600
\$23,456.50

FULL WIDTH MILL & OVERLAY

Grain - Wood to Hellar

Hellar - Grain to Grant

Hellar - Tracy to Elaine

Elaine - Hellar to Fourth

Kansas - Grain to Tracy

Lee - Wood to Hellar

Grant - Ross to Kansas

First - Wood to Hellar

Michelle - Tracy to Lee

**DESIGN SURVEY
DESIGN ENGINEERING**

NOT-TO-EXCEED FEE

\$6,600

\$82,954.80

EDGE MILL & OVERLAY

Prospect - Park to Michelle

Wood - 175' West of Lee to 360' East of First

Park - Lee to Prospect

Janet Court

Janet - First to Rolling Hills

Rolling Hills Court

Rolling Hills Drive - Janet to Rolling Hills Court

**DESIGN SURVEY
DESIGN ENGINEERING**

NOT-TO-EXCEED FEE

\$0

\$41,485.37

RECONSTRUCTION OF CURB ONLY

First-Kansas to Park

	NOT-TO-EXCEED FEE
DESIGN SURVEY	\$6,600
DESIGN ENGINEERING	\$4,715.75

TOTAL PROJECT SUMMARY OF COSTS

TOTAL PROJECT SUMMARY

	NOT-TO-EXCEED FEE
DESIGN SURVEY	\$105,600
DESIGN ENGINEERING	\$351,121.64

B. Reimburse the CONSULTANT for Utility Permit Agreement fees and design review fees charged by Sedgwick County.

C. The costs for construction material testing including soils, asphalt and concrete by an independent laboratory of the CONSULTANT’S selection shall be billed directly to the City of Clearwater, Kansas.

D. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT’S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT’S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT’S actual costs.

B. That the original tracings for the final Engineering Plans and other

pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their further use by the CITY.

C. That the services, except for surveying, to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its Mayor and attested by its City Clerk with the seal of the City of Clearwater, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.

Logan J. Mills, PE, PS

ATTEST;

CITY OF CLEARWATER, KANSAS

Jaye Poe, City Clerk

Burt Ussery, Mayor