

City of



## City of Clearwater Council Meeting Notice

Tuesday, October 25, 2016 at 6:30pm

129 E Ross Clearwater, KS 67026

[www.clearwaterks.org](http://www.clearwaterks.org)

Please call the Clerk's office at 620-584-2311 or the Kansas Relay Service 800-8766-3777 at least 48 hours in advance if you require special accommodations to participate in this meeting. We make every effort to meet reasonable requests.

### AGENDA

[Please note that the meeting agenda is subject to change during the meeting.]

**1. Call meeting to order and welcome**

Burt Ussery, Mayor

**2. Invocation and flag salute**

**3. Roll Call**

Courtney Meyer, City Clerk

Burt Ussery, Mayor

Laura Papish, Councilmember President

Paul Clark, Councilmember

Ron Marsh, Councilmember

Chris Griffin, Councilmember

**4. Action: Approve October 25, 2016 meeting agenda**

**5. Public Forum**

Pursuant to Ordinance No. 917 and Section 2.08.010 adopted by the governing body and approved by the Mayor on November 24, 2009, members of the public are allowed to address the Mayor and City Council for a period of time limited to not more than five minutes.

**6. Action: Approve Consent Agenda**

a. [Minutes 10/11/16 Council Meeting](#)

b. Appoint Lisa Vulgamore to the Historical Society

c. Appoint Vicki Wise to the Library Board

d. Appoint Stormie Myers to the Park Advisory Board/Recreation Commission

**7. Action: Nomination to Fill Council Vacancy - William S (Tex) Titterington II**

8. **Action:** Waste Connections Contract Extension
9. **Action:** Consider a Request to use the baseball field at the Chisholm Trail Sports Complex for a Kansas Collegiate Baseball League team
10. **Action:** Consider a Request from the Senior Class DC Trip for Funding
11. **Action:** Consider an Agreement with the Sunflower Foundation for a Walking Trail at Chisholm Trail Sports Complex
12. **Action:** Consider an Ordinance Annexing Property Located at 13811 Prairie Grass Street in the Prairie Meadows Addition into the corporate limits of the City of Clearwater
13. **Action:** Approve Online Bill Payments and Rate Structure
14. **Action:** Authorize APAC to install NovaChip in Conjunction with a Sedgwick County Project on North Tracy
15. **Report:** 2016 Pool Financials
16. **Report:** Clearwater Police Gun Range
17. **Action:** Claims and Warrants  
Courtney Meyer, City Clerk
18. **City Administrator Report**  
Justin Givens, City Administrator
19. **Council Reports**
20. **Executive Session:**
21. **Adjournment**

**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.

**Honorable Mayor and City Council**

**From: Justin S. Givens,  
City Administrator**

**Re: Agenda Summary 10 25 2016**

- Item 6:**
- a. Approval of Minutes as submitted 10/11/16
  - b. Appoint Lisa Vulgamore to the Historical Society – request from the Historical Society Board
  - c. Appoint Vicki Wise to the Library Board – requested from the Library Board
  - d. Appoint Stormie Myers to the Park Advisory Board – per the Mayors request to fill a city appointment to the Park Advisory Board/Recreation Commission

-----end of Consent Items

**Item 7:** The Mayor will nominate William S (Tex) Titterington II to fill the unexpired term of Austin Wood. The term will expire in 2019.

**Item 8:** Staff has projected out the cost savings associated with the contract extension proposal from Waste Connections. Herschel West, with Waste Connections will be on hand to answer any questions the Governing Body might have.

**Item 9:** Scot Palmer and the Kansas Collegiate Baseball League are requesting use of the baseball field at the Chisholm Trail Sports Complex this summer for a team that would be based in Clearwater. The KCBL consists of teams comprised of collegiate baseball players that play summer baseball in the league which is affiliated with the National Baseball Congress.

**Item 10:** Those Seniors that are going on the Class Trip to Washington DC perform community service for the City during the year including assisting with the Community Wide Clean-Up and other projects during the year. The city has in the past provided a donation for \$1,500 to help offset some of the costs associated with the trip.

**Item 11:** The Sunflower Health Foundation contract has been finalized and submitted for approval. Staff would also recommend authorizing Triple B Construction to complete the project.

- Item 12:** Prairie Meadows Annexation Ordinance – these homes are annexed into the city in return for water service. The council approved a Resolution at a previous meeting and submitted it to Sedgwick County for approval. Sedgwick County has approved the annexation clearing the path for the city to pass an ordinance officially annexing the property into the city.
- Item 13:** Online Bill Payment – staff will provide information and costs for online bill payment options and propose a fee for usage.
- Item 14:** APAC will be installing NovaChip on the Sedgwick County portion of N. Tracy next week. Staff had originally thought that it would not be possible for this work to be completed based on timing but APAC has informed the city that they would be able to perform the work next week in conjunction with the Sedgwick County Project. The cost for the installation will be the same that they are charging Sedgwick County - \$77.00 a ton and the estimated cost is less than \$20,000.
- Item 15:** Pool Financials – staff will review the financials from pool operations for 2016.
- Item 16:** Staff will provide information on the police gun range.
- Item 17:** Staff will provide the claims and warrants for approval.
- Item 18:** A full City Administrators report will be provided at the meeting.

**City of Clearwater, Kansas**  
Sedgwick County  
City Council Meeting - **MINUTES**  
October 11, 2016  
Clearwater City Hall – Council Chambers  
129 E. Ross Avenue Clearwater, KS 67026

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**1. Call to Order**

Mayor Burt Ussery called the meeting to order at 6:30 p.m.

**2. Invocation and Flag Salute**

Mayor Ussery gave the invocation which was followed by the pledge of allegiance and flag salute.

**3. Roll Call**

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Councilmembers Ron Marsh, Laura Papish, Chris Griffin and Paul Clark were present.

The following staff members were present:

Justin Givens, City Administrator; Courtney Meyer, City Clerk; Bill Hisle, Police Chief; Don Schauf, EMS Director.

Others present: Tex Titterington, Maddie Howell, Emily Hassell, Garrett Clark, Maddie Friesen

**4. Approval of the Agenda**

Administrator Givens stated he would like to strike Item 7.

Mayor Ussery called for a motion to approve the October 11<sup>th</sup> agenda with the modification.

**Motion: *Papish* moved, *Marsh* seconded to accept the October 11, 2016 agenda with the modifications. Voted and passed unanimously.**

**5. Public Forum**

None

**6. Consent Agenda**

Mayor Ussery called for a motion to approve the consent agenda. On the consent agenda there is the minutes from September 27, 2016 and re-classify T.J. Ohlemeier to part-time officer.

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

**7. Indian Lakes Engineering Agreement**

Stricken

**8. Safety Manual Adoption**

Givens stated the Safety Committee has spent the last year creating a Safety Manual for city operations. The manual provides information on safe work practices and is part of the city's ongoing effort to

provide a safe work environment as well as achieve discounted rates for Workers Comp Insurance. The manual was prepared by the Safety Committee from a template provided by and tailored to the City of Clearwater from KMIT and has been approved by our insurance carrier EMC.

The manual is centered around nine sections that include;

- 1) Loss Control – provides the framework for the manual and policies
- 2) Accident Investigation – provides guidelines and policies to determine what when wrong in the event of an accident, document the results and identify any corrective actions that are necessary
- 3) Hazard Communication – provides information guidelines for compliance with “Right to Know” and other standards.
- 4) Lockout / Tag Out – provides guidance on protection from machinery or equipment that may be out of working order.
- 5) Trenching & Excavating – provides the framework for safe digging and working environments.
- 6) Blood Borne Pathogens – provides information to minimize employee exposure to blood and other body fluids
- 7) Personal Protective Equipment – gives guidance for the appropriate equipment to safely perform tasks commonly found in the workplace
- 8) Emergency Action Plan – provides a framework for safe and efficient responses to emergencies or incidents in the work place.
- 9) Injury Reporting – instructs staff on what to do if an injury has occurred during work.

These policies assist in the reduction of workers comp rates that the city receives as a member of KMIT. There is no direct financial cost for this item.

**Motion:** *Clark* moved, *Marsh* seconded adopt the Clearwater safety manual. Voted and passed unanimously.

#### **9. Return to Work Resolution**

In 2016, the City of Clearwater was awarded a Gold status from Kansas Municipal Insurance Trust. KMIT is a conglomerate of cities that partners together for our Workman’s Compensation Insurance. The Gold Status is awarded to cities who go above and beyond basic minimums to ensure worker safety. The award also provides the city with a 5% reduction in Workers Comp Insurance Rates. The Safety Committee works to provide training for employees as well as stays current on issues that surround our Workers Comp Insurance. One item that is recommended from KMIT is the adoption of a Return to Work Policy.

The Return to Work Policy as presented has been approved by both KMIT and EMC, the City’s insurance carrier. The policy provides guidance for employees and department heads in ways to get employees back to work after injury and keep employees working after an injury. In the past workers who were injured were often left on Workers Compensation until they were fully cleared to return to their essential job duties. KMIT and others have found that often employees who may be eligible for Workers Comp but that can return to work in a limited capacity often recover better from the injury that they suffered and can still provide valuable services to the city in a limited capacity or by performing other duties while still rehabbing their injury.

The Return to Work Policy allows for employees that may be injured to perform tasks not regularly

assigned to them that they are physically capable of doing. The policy is directly incorporated into the Resolution that is being presented and will be added to the safety manual upon adoption.

**Motion: Marsh** moved, **Papish** seconded adopt resolution 8-2016 return to work policy. Voted and passed unanimously.

#### **10. Waste Connections Contract Extension**

Givens explained the city is currently in its second year of a five-year contract with Waste Connections for sanitation and recycling services. The contract was originally agreed to in 2007 and was renewed in 2010 and 2015. During that time, Waste Connections has provided services for a fall and spring city wide clean-up allocating staff and containers up to ten per year for the event. In 2016, the spring clean-up used all 10 containers and more, leaving the city to bear the costs entirely for the fall clean-up. These clean-ups provide residents the opportunity to dispose of large amounts of trash and generally help in keeping Clearwater a clean town. After the spring clean-up staff inquired about the possibility of doing curbside clean-up for the fall event. Based on those discussions Waste Connections offered an option that would allow for the city to continue with two clean-ups and have both a centralized drop off for one and curbside for the other.

Waste Connections has offered to continue to provide the city with two clean up dates. One being a curbside clean up, that would allow those that may not have the ability to transport trash to a centralized location. Generally, in most cities that Waste Connections serves they only provide one city wide clean up per year and that is done as a curbside pick-up.

Waste Connections has proposed to provide one curbside pick-up in the fall and provide a discounted rate on dumpsters and fees for a second clean-up in the spring, if the city agrees to a contract extension. The quoted cost for the centralized clean-up from Waste Connections is \$65.00 delivery fee plus a \$175.00 haul rate per dumpster plus \$59.00 per ton for disposal rate. If the extension is approved Waste Connections would provide five (5) dumpsters at no charge. Any additional will be the same as listed.

In 2015, the city paid \$4125 for both clean-ups and did not have a curbside pick-up. In 2016, the city anticipates \$4250 for the Fall Clean-Up. In 2016 we have budgeted for \$134,000 in revenues and \$96,000 in expenses for the fund.

Mayor Ussery asked what is the cost year over year between the proposed contract and the current contract.

Council asked staff to have comparison numbers between the remainder of our current contract and the proposed contract.

#### **11. EMS Billing Services**

In 2016, the Governing Body approved billing for EMS services. The city had, in the past, not charged for any transports to hospitals or other emergency services provided by the city. The only revenue generated by the department was thru the water bill that provides a small monthly charge to pay for the ambulances the city operates.

Medical billing is a complicated task that is also extremely specialized. Overtime many cities have contracted this type of billing out to third party vendors who specialize in the service. These vendors generally deal directly with patients, the patients insurance company or Medicare.

Staff distributed a RFP and received two proposals back from companies that are proficient in EMS billing and collections. EMS Billing Services from Nebraska and DeLisa's Medical Billing Service located in Delphos, Kansas.

At this time, both companies are very highly regarded in checking with other cities that use their service. DeLisa’s charges customers a fee of 7% of revenues and additional monthly charges that estimate to be approximately \$1,300 per year. EMS Billing Services charges customers a flat fee of 15% of revenue per year.

Staff recommends signing a one-year contract with DeLisa’s Medical Billing Service. After one-year the Emergency Management Director may review the service and make recommendations.

Council would like set the rate structure and wants the plans for the community roll out of these changes.

**Motion:** *Marsh* moved, *Papish* seconded approve DeLisa’s Medical Billing Service for EMS Billing subject to legal review. Voted and passed unanimously.

**12. Request for Proposals, Qualifications, and Informal Bid Process**

The following information is from the Purchase Policy which was approved by the Governing Body in 2015. As a point of clarification, staff asked and the Governing Body confirmed that items that were budgeted expenditures over \$10,000 and approved during the budget process were not required to receive a second approval from the Governing Body.

Purchasing Authority Matrix			
Type of Purchase	Price Range	Who May Purchase	Method of Purchase
Small purchases	0 to \$499	All regular employees authorized by City Administrator	Direct purchase
Informal Solicitation I	\$500-4,999	Department heads	Telephone quotes
Informal Solicitation II	\$5000-9,999	Department heads with City Administrator approval	Written quotes
Formal Solicitation	\$10,000 or more	City Council	Formal bid process

**Formal Solicitation (usually \$10,000 or more)**

- The City Council may utilize competitive sealed bids for purchases of \$10,000 or more unless specifically authorized otherwise under these policies.
- Competitive sealed proposals may be utilized where exact specifications are unavailable to the City.

**Exceptions to Competitive Solicitation**

- Exceptions to the Competitive solicitation process would include:
  - Supplies, et. al. less than \$500.00.
  - Cooperative purchases made in conjunction with other governmental units.
  - Purchases from State, Federal, and other governments.
  - Magazines, books, etc.
  - Sole source purchases as identified by City Administrator per policy, such as:
    - Particular items to match what other products the City is using.
    - Sole source items.
    - OEM (Original Equipment Manufacturer) repair parts.
    - Utility purchases such as electricity, natural gas, etc.
    - Mail service such as USPS, UPS, and Federal Express.
- In cases where exact specifications are not available, the City may request proposals in lieu of formal bids.

**Requests for Proposal.** Requests for proposals (RFPs) may be used when there is a lack of formal specifications available to the City.

- RFPs should include a statement of objectives the City wishes to accomplish with the particular proposal, submittal instructions, and deadline.
- RFPs should be solicited from at least three responsible proposers.
- The successful RFP should be judged by criteria specified in advance of receipt of proposals in search of a responsible low bidder.

A request for proposal (RFP) is a document that solicits proposal, often made through a bidding process, by an agency or company interested in procurement of a commodity, service or valuable asset, to potential suppliers to submit business proposals.

In principle, an RFP:

- informs suppliers that an organization is looking to procure and encourages them to make their best effort.
- requires the company to specify what it proposes to purchase. If the requirements analysis has been prepared properly, it can be incorporated quite easily into the Request document.
- alerts suppliers that the selection process is competitive.
- allows for wide distribution and response.
- ensures that suppliers respond factually to the identified requirements.
- is generally expected to follow a structured evaluation and selection procedure, so that an organization can demonstrate impartiality - a crucial factor in public sector procurements

A request for quotation (RFQ) is used when discussions with bidders are not required (mainly when the specifications of a product or service are already known) and when price is the main or only factor in selecting the successful bidder. An RFQ may also be used prior to issuing a full-blown RFP to determine general price ranges. In this scenario, products, services or suppliers may be selected from the RFQ results to bring in to further research in order to write a more fully fleshed out RFP.

#### **Format for RFP & RFQ**

- Statement of Purpose
- Background Information
- Scope of Work
- Outcome and Performance Standards
- Deliverables
- Term of Contract
- Payments, Incentives, and Penalties
- Contractual Terms and Conditions
- Requirements for Proposal Preparation
- Evaluation and Award Process
- Process Schedule
- Points of contact for future correspondence

Givens explained the template that was used for the Medical Billing RFP will be used for future RFP's.

Councilmember Marsh explained the difference between an RFP and an RFQ is that a proposal is a general request and a quote is requesting a specific type of item, or service.

Mayor Ussery stated when council asked staff for quotes or proposals, council needs to be more specific about what information they would like to see.

### **13. Claims and Warrants**

Meyer presented the claims and warrants in the amount of \$91,206.61.

**Motion:** *Papish* moved, *Marsh* seconded to pay the claims and warrants in the amount of \$91,206.61. Voted and passed unanimously.

### **14. City Administrator Report**

- Public Works
  - City Wide Clean Up Is This Week Friday & Saturday – staff will be assisting on both days
  - Completed Repairs on the Street Sweeper and will be sweeping streets this week
  - Will set two water meters for new houses, Chisholm Ridge and Prairie Meadows
  - Will be sampling Water and Sewer this week
- Parks and Recreation
  - Youth Volleyball has started
  - Youth Basketball Registration ends tomorrow
  - Rec will be hosting a Mother/Son Hoedown on November 18 with registration available now
  - Received a request for an NBC affiliated summer baseball team to be in Clearwater this summer. Staff will be meeting with the organizer to get more details and a proposal to bring before the Governing Body
- Library
  - Has hired a Librarian and Inter-Library Loan Assistant out of the pool of applicants for the Librarian
- Community Center
  - Biscuits and Gravy will be postponed as the facility has been rented out for a sponsored breakfast
  - The Center will be hosting a Flu Shot Clinic on October 21<sup>st</sup>
  - Medicare Counseling has begun. People interest can contact the center to make an appointment with Pam. She will also be speaking at a couple of open houses in conjunction with the Pharmacy this year.
  - Hosted a “fair and balanced” carry in lunch today with incumbent Rep. Whitmore and challenger Deb Sheppard
- Administration
  - Conducted one Insurance Briefing and will conduct another tomorrow.
  - Staff will attend the Sed. Co. Commission meeting tomorrow as the annexation for the house in Prairie Meadows is on the agenda.
  - Staff will be attending a grant writing seminar on Thursday
  - Walmart has reduced the selling point for its property to \$700,000 and staff did receive an inquiring from a consulting firm wanting to get information including traffic counts today for the property.
  - The Public Building Commission meet on September 28<sup>th</sup> and approved the following expenditures to be used for the pool with \$12,000 remaining after these improvements:

ADA IMPROVEMENTS	
• \$4200	• Ramps at Pool
• \$800	• Showers

• \$10000	• Hand railing for ramp in baby pool
• \$300	• Picnic table w/ proper knee clearance
• \$1000	• Wheelchair drinking fountain
• GENERAL IMPROVMENTS	
• \$600	• Employee lockers
• \$500	• Storage cabinet for cleaning supplies
• \$5000	• Blue slide needs painted
• \$5000	• Pool surface re painted
• \$20,000	• New diving board
• \$1000	• Cabinets and Countertop

- The Strategic Planning Committee will meet on Tuesday, October 18<sup>th</sup>. They will also be meeting with the Ministerial Alliance and Chamber this Thursday.
- The city received \$8,000 in corn sales from our crops.

**15. Council Reports**

Griffin had nothing to report

Marsh reported the Emergency Management Director search committee met last night and they narrowed the candidates down to 4. Telephone interviews will be conducted and a update will be given at the next council meeting.

Papish mentioned that behind the police department, the ditch at Ross & Byers on the North side, the Byers house all needed tended to for weeds. She asked for the end of year pool report for next meeting. Wanted staff to look at pot hole near 151 N Lee. She also asked staff to look at a service for call notification to residents to inform them of important information.

Clark had nothing to report.

Ussery reported he attended a 3<sup>rd</sup> grade class to talk about being a Mayor.

**16. Adjournment**

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

**MOTION:** *Marsh* moved, *Clark* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:25 p.m.

**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 11, 2016 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 25<sup>th</sup> day of October 2016.

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Courtney Meyer, City Clerk

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Waste Management Contract Extension  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** The city is currently in its second year of a five-year contract with Waste Connections for sanitation and recycling services. The contract was originally agreed to in 2007 and was renewed in 2010 and 2015. During that time Waste Connections has provided services for a fall and spring city wide clean-up allocating staff and containers up to ten per year for the event. In 2016, the spring clean-up used all 10 containers and more, leaving the city to bear the costs entirely for the fall clean-up. These clean-ups provide residents the opportunity to dispose of large amounts of trash and generally help in keeping Clearwater a clean town. After the spring clean-up staff inquired about the possibility of doing curbside clean-up for the fall event. Based on those discussions Waste Connections offered an option that would allow for the city to continue with two clean-ups and have both a centralized drop off for one and curbside for the other.

**Analysis:** Waste Connections has offered to continue to provide the city with two clean up dates. One being a curbside clean up, that would allow those that may not have the ability to transport trash to a centralized location. Generally, in most cities that Waste Connections serves they only provide one citywide clean up per year and that is done as a curbside pick-up.

Waste Connections has proposed to provide one curbside pick-up in the fall and provide a discounted rate on dumpsters and fees for a second clean-up in the spring, if the city agrees to a contract extension. The quoted cost for the centralized clean-up from Waste Connections is \$65.00 delivery fee plus a \$175.00 haul rate per dumpster plus \$59.00 per ton for disposal rate. If the extension is approved Waste Connections would provide five (5) dumpsters at no charge. Any additional will be the same as listed.

**Financial:** At the last meeting staff was directed to provide financial information and projections for life of the contract to determine if any cost savings existed over the length of the contract extension. Staff has prepared those projections and factored in the current stated increase of 40 cents per year starting in 2017. If the contract extension were signed that increase would not take effect until 2018 as well as other savings based on anticipated usage for city wide clean ups. It is anticipated that over the life of the contract extension the city would save approximately \$10,000 per year and \$80,000 in total.

**Legal Considerations:** Review and Comment as Necessary.

**Recommendations/Actions:** It is recommended the City Council:

- 1) Approve the Contract Extension with Waste Connections;
- 2) Not Approve the Contract Extension with Waste Connections;
- 3) Table the Matter for Further Study;
- 4) Take No Action.

**Attachments:** 1) Waste Connections Contract Extension (2-pages); 2) Financial Projections and Costs (2-pages);



WASTE CONNECTIONS  
OF KANSAS INC.  
*Connect with the Future®*

Justin Givens, City Administrator  
Clearwater, Ks.  
129 E Ross / PO Box 453  
Clearwater, KS 67026

October 14, 2016

Reason: Waste & Recycling Agreement

Cc: Mayor and Council Members

Hi Justin,

We, at Waste Connections of Kansas, Inc., have been honored to service the residents of Clearwater. We hope over the many years we have shown a commitment with attention to customer service along with professionalism to the residents of Clearwater. The City of Clearwater has reach out to Waste Connections of Kansas inquiring about a curbside Clean Up.

On page #2 I have provided the current service and rates, and what we would be able to offer the City of Clearwater for curbside residential, recycle and city wide curbside clean up. There are two options term lengths for the Mayor and Council to review. If you would like me to attend a Council Meeting for questions, answers or any concerns please let me know.

**Services provided:**

Waste Connections will provide all carts for weekly pickup on residential refuse and every other week on recycling.

**Free service to City owned properties:**

Waste Connections will also provide free waste service to all City owned buildings, (i.e. City Bldg, Fire Station, Public works Shop, Water Department, etc.)

**Permits:**

Waste Connections will meet all city, county, state and federal licensing requirements applicable to residential waste collections performed under this Agreement

**Insurance:**

Waste Connections agrees to provide annually a certificate of insurance to the City, and to maintain general liability coverage of not less than \$1,000,000 combined bodily injury and property damage; automobile coverage of not less than \$1,000,000 combined bodily injury and property damage; excess liability of not less than \$2,000,000 and workers' compensation coverage as required by statute.



**Listed below are the current rates on the current Agreement**

- ❖ Resident with 1-95- gallon cart \$ 10.50 per month
- ❖ Resident with 2- 95-gallon carts \$ 18.50 per month
- ❖ Resident with 1- 65- gallon cart \$ 8.50 per month
- ❖ RecycleBank Curbside Recycle Service \$ 4.75 per month
- ❖ Resident with 2 Recycle carts \$ 8.75 per month
- ❖ Bulky Items – Cost \$ 15.00 per item
- ❖ Clearwater Clean Up - 10 free open top hauls per year
- ❖ The contracted rate increases will be the same for the remaining years of the current Service Agreement (2017, 2018 & 2019).

**City Wide Curbside Clean Up Options**

Option #1

There will be three (3) years left on the current agreement as of January 1, 2017. If the City of Clearwater is interested in adding an Amendment the current agreement to add a Fall City Wide Curbside Clean Up there will be an addition cost of \$2,000.

Option #2

If the City of Clearwater would like to sign a new updated eight (8) year agreement Waste Connections of Kansas, Inc will provide one time per year in the fall a curbside city-wide clean up. Waste Connections will provide a minimum of 6 Compactor Trucks, drivers and personnel for curbside service. Waste Connections will drive around the city and pick up all City Residential trash & miscellaneous items. This service will be at No Charge to the City of Clearwater. If a new eight (8) year Service Agreement is signed Waste Connections will guarantee the current rates for another year.

Keep in mind of the City of Clearwater is wanting the availability to use roll offs for a spring clean up. Waste Connections will provide five (5) roll offs. There will be no delivery, haul or disposal cost for these five (5) roll offs. After the fifth haul the City of Clearwater will be responsible for the cost for six (6) or more hauls and disposal. This cost will be for each roll off box: Haul Rate - \$175 (regular rate - \$186) / Disposal - \$59 per ton (current disposal)

We take great pride in serving your community. Once again, we would like to thank you for your communities support.

Sincerely,



Herschel West  
Waste Connections of Kansas, Inc.  
Municipal Marketing Manager  
Office: 316-838-4973  
Cell: 316-253-8023

### Current Agreement with Waste Connections

	2016	2017	2018	2019	2020	2021	2022	2023	2024
Resident 1-95 gallon cart	\$ 91,980.00	\$ 95,484.00	\$ 98,988.00	\$ 102,492.00	\$ 105,996.00	\$ 109,500.00	\$ 113,004.00	\$ 116,508.00	\$ 120,012.00
Resident 2-95 gallon carts	\$ 7,992.00	\$ 8,164.80	\$ 8,337.60	\$ 8,510.40	\$ 8,683.20	\$ 8,856.00	\$ 9,028.80	\$ 9,201.60	\$ 9,374.40
Resident 1-65 gallon cart	\$ 7,344.00	\$ 7,689.60	\$ 8,035.20	\$ 8,380.80	\$ 8,726.40	\$ 9,072.00	\$ 9,417.60	\$ 9,763.20	\$ 10,108.80
Recycle Bank Curbside Recycle Service	\$ 48,165.00	\$ 52,221.00	\$ 56,277.00	\$ 60,333.00	\$ 64,389.00	\$ 68,445.00	\$ 72,501.00	\$ 76,557.00	\$ 80,613.00
Resident 2 Recycle Carts									
City Wide Clean Ups (2 per year)	\$ 4,260.00	\$ 4,260.00	\$ 4,260.00	\$ 4,260.00	\$ 4,525.00	\$ 4,525.00	\$ 4,525.00	\$ 4,525.00	\$ 4,525.00
<b>APPROXIMATE COST PER YEAR</b>	<b>\$ 159,741.00</b>	<b>\$ 167,819.40</b>	<b>\$ 175,897.80</b>	<b>\$ 183,976.20</b>	<b>\$ 192,319.60</b>	<b>\$ 200,398.00</b>	<b>\$ 208,476.40</b>	<b>\$ 216,554.80</b>	<b>\$ 224,633.20</b>

Prices will raise \$0.40 per year starting in 2017 and continue through 2018 and 2019  
 Clean up prices are estimated @ 10 extra open tops per year for clean up  
 2020 through 2024 prices are estimated at .40 increase year over year.

### Proposed Agreement with Waste Connections

	2016	2017	2018	2019	2020	2021	2022	2023	2024
Resident 1-95 gallon cart	\$ 91,980.00	\$ 91,980.00	\$ 95,484.00	\$ 98,988.00	\$ 102,492.00	\$ 105,996.00	\$ 109,500.00	\$ 113,004.00	\$ 116,508.00
Resident 2-95 gallon carts	\$ 7,992.00	\$ 7,992.00	\$ 8,164.80	\$ 8,337.60	\$ 8,510.40	\$ 8,683.20	\$ 8,856.00	\$ 9,028.80	\$ 9,201.60
Resident 1-65 gallon cart	\$ 7,344.00	\$ 7,344.00	\$ 7,689.60	\$ 8,035.20	\$ 8,380.80	\$ 8,726.40	\$ 9,072.00	\$ 9,417.60	\$ 9,763.20
Recycle Bank Curbside Recycle Service	\$ 48,165.00	\$ 48,165.00	\$ 52,221.00	\$ 56,277.00	\$ 60,333.00	\$ 64,389.00	\$ 68,445.00	\$ 72,501.00	\$ 76,557.00
Resident 2 Recycle Carts									
City Wide Clean Ups (2 per year)	\$ 2,130.00	\$ 2,125.00	\$ 2,125.00	\$ 2,125.00	\$ 2,125.00	\$ 2,125.00	\$ 2,125.00	\$ 2,125.00	\$ 2,125.00
<b>APPROXIMATE COST PER YEAR</b>	<b>\$ 157,611.00</b>	<b>\$ 157,606.00</b>	<b>\$ 165,684.40</b>	<b>\$ 173,762.80</b>	<b>\$ 181,841.20</b>	<b>\$ 189,919.60</b>	<b>\$ 197,998.00</b>	<b>\$ 206,076.40</b>	<b>\$ 214,154.80</b>

Prices will hold another year for 2017 and can increase by \$0.40 starting in 2018 through 2024  
 Waste Connections will give us a credit of \$2000 for this years (2016) fall clean up if we sign the extension of 5 years  
 Waste Connections will do a SPRING curbside pickup (included in price)  
 Waste Connections will allow 5 free open tops for a fall clean-up  
 Clean up prices are estimated @ 5 extra open tops needed for fall clean up.

#### COST DIFFERENCE

	2016	2017	2018	2019	2020	2021	2022	2023	2024
Resident 1-95 gallon cart	\$ -	\$ 3,504.00	\$ 3,504.00	\$ 3,504.00	\$ 3,504.00	\$ 3,504.00	\$ 3,504.00	\$ 3,504.00	\$ 3,504.00
Resident 2-95 gallon carts	\$ -	\$ 172.80	\$ 172.80	\$ 172.80	\$ 172.80	\$ 172.80	\$ 172.80	\$ 172.80	\$ 172.80
Resident 1-65 gallon cart	\$ -	\$ 345.60	\$ 345.60	\$ 345.60	\$ 345.60	\$ 345.60	\$ 345.60	\$ 345.60	\$ 345.60
Recycle Bank Curbside Recycle Service	\$ -	\$ 4,056.00	\$ 4,056.00	\$ 4,056.00	\$ 4,056.00	\$ 4,056.00	\$ 4,056.00	\$ 4,056.00	\$ 4,056.00
Resident 2 Recycle Carts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Wide Clean Ups (2 per year)	\$ 2,130.00	\$ 2,135.00	\$ 2,135.00	\$ 2,135.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
<b>APPROXIMATE ADDITIONAL COST WITH CURRENT AGREEMENT</b>	<b>\$ 2,130.00</b>	<b>\$ 10,213.40</b>	<b>\$ 10,213.40</b>	<b>\$ 10,213.40</b>	<b>\$ 10,478.40</b>				

**SAVINGS \$ 85,162.20**

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Consider a Request to Use the Baseball Field at the Chisholm Trail Sports Complex for a Summer Collegiate Baseball Team  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** Scot Palmer, a former resident and baseball player has requested to use the baseball field for a summer Kansas Collegiate Baseball League Team. The KCBL is a league in Central Kansas affiliated with the National Baseball Congress and whose teams consist of collegiate players from around the US. The Clearwater Crawdads would play home games approximately 20 to 25 at the Chisholm Trail Sports Complex if allowed. As these teams are comprised of collegiate players the recruiting of which begins in November and December. As such Mr. Palmer is in need of an assurance the team could play in Clearwater this year.

**Analysis:** The KCBL or formerly, the Walter Johnson League has been a long standing summer baseball league in Kansas for many years. The league affords players the opportunity to play competitive baseball during the summer while school is out. For the most part, players are housed by host families that provide room for the players while they are out of school.

Mr. Palmer has provided an outline for the operations of the team in Clearwater. This team would necessitate the use of the baseball field at the Chisholm Trail Sports Complex. There would be some logistical issues that would need to be worked out for the team to play games in Clearwater. Those include:

- Field Access and Scheduling of Games and Practices;
- Field Maintenance;
- Field Charges;
- Concession Sales – including alcohol if desired;
- Admissions and Sponsorships

**Financial:** Staff does not foresee a financial burden from this item. Field and Lighting Costs would be minimal as to what is currently being performed at the park. A cost sharing agreement could be created to assist with field maintenance and the city could recoup some costs associated thru rental fees or concession sharing.

**Legal Considerations:** Review and Comment as Necessary.

**Recommendations/Actions:** It is recommended the City Council:

- 1) Approve the use of the field subject to any and all conditions that would be imposed at a later date;
- 2) Not Approve the use of the field;
- 3) Table the request for further study;

**Attachments:** Crowdads Proposal (3-pages), City of Haysville Agreement (6-pages)

# Scott Palmer - Organizer

## Clearwater Crawdads

Mission: The goal for the Crawdad's is to take each player and maximize their potential. Both on, and off the field we will take positive strides in bettering our team, as well as the community of Clearwater in which it supports us. Each young man will enter the program with the willingness to do whatever it takes to win each game, and to lead as an effective role model for the youth of the community. We will unite the community with the players to build relationships that will last a life time.

### The Benefits to the Community

- Cheap entertainment would be provided to the community throughout the summer
- Revenue will be brought in from opposing teams traveling to the Clearwater
  - Roughly 21 games x 30 players on a team (all need food and gas for travel)
  - Money will also be brought in from the local team as well
- The team will be involved with the youth of Clearwater throughout the summer
- The team will hold FREE camps throughout the summer to help better the kids in the town
  - Donations for the camps will be accepted but not required (money will go to the team)
- If Jess Tracy was interested we would help with the Legion team with anything he needed
- We would help with the field maintenance during the summer
  - Game days we would be in charge of:
    - Chalking
    - Cutting grass
    - Dragging Infield
    - Cleaning the trash within the park (before and after games)
    - Putting clay on the mounds, and batter's box (if that is what is wanted)
- Each player will be required to contribute X amount of community service for the city of Clearwater. These players will know this in advance, and they will be available in the mornings.
  - It will need to be scheduled in advance in case of travel days, and game days
  - This will be work to help improve things within the city/rec

### Concerns that have already been brought up

Q. Who would take care of maintenance?

A. On our game days we would be in charge of our own maintenance. We would provide our own clay, chalk, trash cleaning, gas for the equipment. The amount we would pay in gas can be discussed at a later date, but we would take care of our half for sure. All we would need from the city/rec/usd 264 is to have access to the equipment to clean the facility, and for us to be allowed to throw our trash in the community trash cans there at the facility.

Q. When does the season start? And how long will the season go?

A. Typically, the season will start the later part of May. That is when the players would start reporting to Clearwater, and practice will begin. First game is generally June 1<sup>st</sup>, and will go until the middle of July. We will play tournaments after that, but those tournaments will be at a different location. If we were to play well enough during the season we would get a "bid", or "invite" to the NBC

World Series which is held at Lawrence Dumont in Wichita, Ks. Games would not be played on the field after the season is done. If an opportunity came up for us to have an exhibition game for practice it would not be accepted without the approval from everyone involved.

Q. Will this cause any problems with the rec, or legion teams?

A. No, this should not cause any problems with the teams. Games can be played on the softball fields even with the older kids playing on the bigger field. The game wouldn't be any different than if a high school team were playing on the field. My scheduling would work around what is best for legion team. I have roughly 50 days to get in 21-25 home games. Some of those games will even be double headers so there should be plenty of time to work both teams on the field.

Q. Will the team be willing to pay for the field usage?

A. Yes, we would be willing to pay for field usage. Obviously, I wouldn't mind using the field for free but I understand that costs will occur from us using the field. I'm sure with some compromise we could come up with a fair price that will make everyone involved satisfied.

Q. Will there a gate fee for games?

A. Yes, I plan on charging a gate fee for the games. Prices have not been decided, but it will be cheap. All money raised from gate would go back into buying the necessities for us to maintain the field. I will also be offering a summer pass that will get you into all games for one set price.

Q. What if someone were to get hurt during the games?

A. My team will be covered by a league insurance. The insurance is a 1 million dollar policy that protects everyone involved. Derik Dukes will be able to provide more information on the insurance and the league stand point on the safety policies.

Q. Why Clearwater?

A. Clearwater is my hometown. I know what this town is capable of, and I couldn't think of a better town that I would want to start my college coaching career. I think this town will rally around the new team, and enjoy the talent that I plan on bringing in. I remember when I was a kid, and I was able to watch the college guys play. Those days at the field watching them is when I was able to start seeing my dreams, and realizing some goals. I looked up to those guys, and they all became role models for me. I want to bring that to all of the kids in Clearwater.

Things that I need from Clearwater:

- I am in need of the High School baseball field
- I will actively search for Host Families for the players on the team, and I would like any help that is available
  - Host families will be helped around the house by the players
  - Generally players will provide their own food unless a family wants to adopt them completely for the summer

- I need the support from the council, rec, and U.S.D 264 to run this team the way that I see fit while meeting all of the expectations that I promise to everyone.
  - I would like everyone to have my number(s) in case any questions or issues come up
  - I need open lines of communication with everyone so I can do my best to help any way I can
- I would need access to the field every day for practice, and games
  - If there is an event scheduled for a day that we have practice
    - We will be off of the field before it is time to chalk and get it ready
    - We will not hit in the cages while anyone is getting ready to play
    - Our guys will be willing to help assist getting the fields ready to go



**CITY OF HAYSVILLE, KANSAS**  
RECREATION DEPARTMENT – 7106 S BROADWAY/ P.O. BOX 404  
HAYSVILLE, KANSAS 67060 – (316) 529-5922 (316) 529-5923 – FAX

## AGREEMENT

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **City of Haysville, Kansas (City)**, and the **Haysville Aviators Association (Aviators)**.

WHEREAS, the **City** owns and operates a developing Sports Complex commonly known as Plagens-Carpenter Sports Complex (Sports Complex) located at 665 West 63<sup>rd</sup> Street South, Haysville, KS; and

WHEREAS, **Aviators** desires to obtain the right to use Field One for their home games and tournaments and the **City** is willing to permit such use upon the terms and conditions provided for herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the **City** and **Aviators** agree as follows:

- I. **City** agrees to and does hereby allow the **Aviators** use of Field One and necessary appurtenances thereto, for their home games and tournaments commencing on May 23, 2016 and terminating on August 15, 2016, pursuant to the **Aviators** schedule of games (to be attached when available in Exhibit 2), including the schedule of practices as agreed to by the parties and attached hereto.
  - A. A preseason meeting will be held between the **Aviator** coach, manager and **City** to discuss field and equipment usage as well as field maintenance.
  - B. Field One will be available to the **Aviators** two and a half hours prior to their game on each scheduled game day.
  - C. There shall be no practices or practice games on the baseball or softball fields other than those specifically negotiated with and agreed to by the **City**.
  - D. Any and all **Aviators** games cancelled due to inclement weather or poor field conditions shall be rescheduled through and approved by **City's** Recreation Director or Assistant Recreation Director. The final decision to play after inclement weather will be made by the **City**.
- II. **Term:** The term of this agreement shall commence on May 23, 2016, and shall terminate August 15, 2016, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one year terms for no more than one additional year, on the terms and conditions herein provided unless either party hereto gives the other party written notice not to extend and

renew at least thirty (30) days prior to the date of automatic renewal and extension.

**Aviators** agrees to abide by the Plagens-Carpenter Sports Complex Rules and Regulations (attached hereto as Exhibit 1) established by **City**, and to ensure that players, guests, invitees and other persons associated with **Aviators** games and activities conducted at Sports Complex abide by the same, including the following:

- A. **Aviators** shall replace divots and smooth pitching mounds, home plate areas, and first base area at the conclusion of each game. Clay and shale will be available.
  - B. **Aviators** shall provide a supervisor for the facility on all game nights and tournaments and be responsible for keeping patrons off of other fields.
  - C. No vehicles will be allowed to pass through the front gates. All vehicles shall be parked in the parking lot. Vehicles may NOT use the access road to the fields.
  - D. **Aviators** shall be responsible for picking up trash in and around the sports complex and parking lot after use of Sports Complex.
  - E. No alcoholic beverages are allowed on **City** property, including parking lots.
  - F. Use of the sound system must be turned down when other games are being played within the complex and kept at a level that will not disturb the surrounding neighborhood.
- III. **Aviators** will operate the concession stand at Plagens Carpenter on the agreed dates shown in Exhibit 2. **Aviators** shall be responsible for all trash clean up in and around the complex including the concession stand. **Aviators** shall remit 10% of sales from the sale of concessions to the **City** by September 1 of each year of the agreement. **Aviators** shall conform to all health code standards and regulations of the City, County, and State.
- IV. **City** will provide mowing, watering and grading of the Sports Complex fields and **Aviators** will be in charge of field maintenance for all their games conducted at Sports Complex. Proper field maintenance techniques will be discussed by the **City** with the **Aviators** before the season begins; **Aviators** will be expected to follow these techniques.
- V. **Aviators** shall furnish a Certificate of Insurance evidencing coverage for any damage caused by the **Aviators** players, or **Aviators'** agents, servants, employees, guests, invitees, and/or individuals participating in the event(s) described herein. Such Certificate of Insurance shall name "City of Haysville, Kansas, and its officers, employees, agents and volunteers" as additional insured's and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Said Certificate shall be submitted to the Recreation Department, to the attention of Georgie Carter, Recreation Director, 7106 S Broadway, Haysville, Kansas, 67060. Said Certificate shall also contain a clause granting a minimum of ten (10) calendar days prior notice to **City** before any material change or cancellation of insurance is effective. Failure of **Aviators** to provide **City** an approved Certificate of Insurance prior to use of fields shall cancel and make void this agreement.
- VI. **Aviators** shall reimburse **City** for any cost associated with damage to the Sports Complex fields and/or facility that exceed normal or routine maintenance requirements.

- VII. **City** will provide trash receptacles and receptacle pick-up service for Sports Complex.
- VIII. **Aviators** shall be able to solicit to obtain corporate sponsors, and such sponsors may display signage or banners on the outfield fences around Field One. The size of the signs shall be limited to 3' x 8' or 3' x 10'. Such signage/banners should not contain inappropriate language or images (alcohol, cigarettes, lewd or suggestive images or statements) or be derogatory in any manner. **Aviators** will be in charge of putting up and taking down the signs/banners, banners may be placed at the completion of the District 261 Baseball's season. **City** may request any banner to be removed that is deemed by **City** to be inappropriate or offensive to the Community as a whole.
- IX. **Aviators** shall be responsible for locating and moving extra bleachers needed for seating on Field One. Placement of bleachers and movement must be approved by **City**.
- X. **City** shall immediately remove and abate, upon notice by **Aviators**, all nuisances that are potentially hazardous and shall address issues of unsightliness in a timely manner.
- XI. **Aviators** agrees to indemnify and hold harmless **City**, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of said Sports Complex, and not caused by **City** negligence. **Aviators** agrees to pay any costs of defense associated with claims brought against **City** arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees. **City** shall give to **Aviators** notice of any claim made or litigation instituted which directly or indirectly contingently or otherwise in any way affects or might affect the **Aviators**. **Aviators** shall have the right to compromise and participate in the defense of the same to the extent of their own interests.
- XII. **Aviators** agrees to such other requirements as may be desirable to promote the best usage of facilities as requested by the **City** including:
- A. All requested items shall be submitted to the Recreation Department in person or by mail: attn: Georgie Carter, Recreation Director, 7106 S Broadway, Haysville, Kansas, 67060.
  - B. All information, communications, or decisions between the parties as referred to within this Agreement shall be between the City's Recreation Director and the President of the **Aviators**, Grant Jones, 901 W Hazel, Wichita, KS 67217, unless otherwise stated in this Agreement.
  - C. Additional equipment, such as windscreening and sheds, may be supplied/granted by the **Aviators**. However, if such equipment is deemed a permanent improvement by the Recreation Director it shall not be removed from the premises and will be jointly maintained by the parties. Non-permanent equipment may be shared and maintained by and between the parties as determined appropriate by the parties.
- XIII. The Governing Body of the **City** will waive usage, light and maintenance fees for the **Aviators** home games from June through August. All other rules and fees as set forth in

Exhibit 1, and hereby incorporated herein, will still be applicable to this Agreement.

- A. The standard fee for lights of forty dollars (\$40.00) per hour will be waived by **City** for Field One. Light usage will be monitored by **Aviators** staff, and a statement of the amount of time lights were in use by Aviators on any given day, or group of days, will be provided to **City** upon request.
  - B. The standard fee for field maintenance of thirty dollars (\$30.00) per field will be waived for Field One.
  - C. The standard fee for complex usage of two dollars & fifty cents per hour (\$2.50) (with maximum of \$25/day) will be waived.
  - D. The cost for use of chalk, rapid dry and paint *will not be waived*. Payment for chalk, rapid dry, and paint shall be remitted by **Aviators** to **City** by September 1 of each year of the agreement.
- XIV. **Aviators** will be issued two sets of keys to the Plagen's Carpenter Sports complex. If those keys are lost or not returned by September 1 of each year of the agreement **Aviators** will be billed for the costs associated to rekey the facility and reprint keys.
- XV. This agreement may be canceled and/or terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.
- XVI. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between **City** and **Aviators**.
- XVII. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein. If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either **Aviators** or **City** in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVIII. It is understood and agreed that **Aviators** shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of **City**.

IN WITNESS WHEREOF, **City** and **Aviators** have executed this Agreement as of the day and year first above written, and this Agreement is signed by the Chief Executive Officer of each party to this Agreement.

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SIGNATURES ON PAGE 5*

**GOVERNING BODY OF HAYSVILLE, KANSAS**

ATTEST:

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BRUCE ARMSTRONG, Mayor

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JANIE COX, City Clerk

**HAYSVILLE AVIATORS ASSOCIATION**

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Grant Jones, President

## EXHIBIT 1

### **Plagens-Carpenter Sports Complex - Rules and Regulations**

1. League schedules must be turned in to the Recreation Director or Assistant Recreation Director as soon as possible or at least a week prior to the start of the season. League games will not be allowed to start without league schedules on file.
2. Tournament schedules must be turned in to the Recreation Director or Assistant Recreation Director by 6:00 pm two days prior to the tournament date.
3. Any organization/individual using any baseball and/or softball field shall supply a certificate of insurance liability of \$500,000 covering sanctioned activities and naming the City and its employees, volunteers, agents and representatives as additional insured's. A copy of your insurance will need to be on file prior to the usage of the fields.
4. **The organization will replace divots and smooth the pitching mounds, home plate areas, and first base area at the conclusion of each game. Clay and shale will be available.**
5. The City reserves the right to postpone or cancel any games and/or tournaments due to inclement weather conditions.
6. No vehicles will be allowed to pass through the front gates.
7. No alcoholic beverages are allowed on city property; this includes the parking lot.
8. No practices, practice games or walk-on usage allowed at any time on the diamonds.
9. Deliberately hitting into fences is not allowed.
10. Facility users must provide adequate personnel to supervise their activities.
11. The field supervisor will be responsible for turning the field lights on and off. They will also be responsible for closing and locking all doors at the end of the night.
12. **Facility users are responsible for picking up the trash in and around the sports complex and the entire parking lot.**

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Consider a Request from Clearwater High School DC Trip  
Students and Sponsor  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** For the last several years' students from Clearwater High School have assisted in both the spring and fall community wide clean-up and other community service projects in the City. Students this year not only assisted with unloading but also with painting at the Chisholm Trail Sports Complex. Trip sponsors organize the student volunteers and track hours spent in community service. Those credited hours are then used to portion out funds to help offset the cost of the annual Senior Trip to Washington D.C.

**Analysis:** Past Councils have approved up to \$1,500 in monies to help offset the cost of the trip and as a donation for assistance during the community clean ups. In 2016, 20 students participated in city related projects with a total of 75 hours being credited to them.

**Financial:** Funds for the request would come from discretionary outlay in the General Fund.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Approve the Request as Submitted;
- 2) Not Approve the Request;
- 3) Table the Matter for Further Study;
- 4) Take No Action.

**Attachments:** Letter of Request (1-page)



# Clearwater High School

UNIFIED SCHOOL DISTRICT NO. 264



1201 E. Ross Clearwater, KS 67026-0248 (620) 584-2361 Fax No. (620) 584-2083

**JENNIFER ANKERHOLZ**  
Student Support Coordinator

**BOB MELLEEN**  
Principal/Athletic Director

**RANDY VOGEL**  
Assistant Principal

**RICH SERVIS**  
Counselor

October 11, 2016

Mayor Ussery and the Clearwater City Council-

For the past 18 years a group of seniors from Clearwater High School have travelled to Washington DC. This trip has allowed hundreds of Clearwater students to see the sights of our national capital and experience the rich history of our great country. In the past, attending students have provided assistance to the city maintenance staff during the city wide clean-ups. The City of Clearwater has rewarded the efforts of the group with a generous donation. The DC trip is scheduled for next month and I humbly ask for your consideration to continue to support the seniors again this year. On behalf of the DC Senior Trip I thank you very much for your past help and any consideration this year

Sincerely,

Chuck Reitberger  
US History Teacher  
DC Trip Coordinator  
Clearwater High School  
(620)584-2361

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Consider an Agreement with the Sunflower Health Foundation for a Walking Path in the Chisholm Trail Sports Complex  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** In July, the city was notified that it qualified for a grant of up to \$40,000 for a walking path that the city had proposed for the Chisholm Trail Sports Complex. After notification, staff of the city and the foundation moved forward working thru questions that the foundation had on the proposal. Having answered all of those questions the foundation has provided an agreement for the path to be signed to move forward with construction.

**Analysis:** Staff proposed a main trail and alternatives if funding was not adequate for the total trail. Based on the grant and proposals from local contractors, the projects full length of approximately 3360 feet of six-foot-wide concrete, that would start on the sidewalk on 4<sup>th</sup> ST just north of Park Glen and then go east thru the sports complex eventually turning north east of the ball fields and tie into the existing sidewalk on Ross.

Triple B Construction provided the low bid of \$66,326.00 which included an in kind grant of \$13,000. This in kind donation allows the city and recreation commission to reduce their portion of the project from a budgeted \$20,000 a piece to \$13,000.

**Financial:** The City portion (\$13,000) for the Walking Trail will be funded from General Fund Reserves.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Approve the Agreement with the Sunflower Health Foundation as Submitted and award Triple B the project;
- 2) Approve the Agreement with the Sunflower Health Foundation as Submitted and award the project to an alternate bidder;
- 3) Not Approve the Agreement;
- 4) Table the Matter for Further Study;
- 5) Take No Action.

**Attachments:** Sunflower Health Foundation Agreement (7-pages) Area Map (1-pages) Triple B In Kind Donation Letter (1-page) Trail Bids (6-pages)



## LETTER OF AGREEMENT

Title of Project: Chisholm Trail Sports Complex  
Grant #: 16-102-007  
Applicant Organization: City of Clearwater  
Period of Grant: 12 months  
Total Approved Amount of Grant: \$39,816.00  
Key Contact for Project: Mayor Burt Ussery

Scope of Work: The City of Clearwater will construct a 3,400-foot (.65-mile) long, 6-foot wide, 5" deep concrete trail through Chisholm Trail Sport Complex. Match funds provided by City of Clearwater and Clearwater Recreation Commission. Grant funding will be used for trail materials (concrete) and labor costs.

THIS LETTER OF AGREEMENT ("Agreement"), made and entered into this 11th day of October, 2016, by and between Sunflower Foundation: *Health Care for Kansans* ("Foundation") and City of Clearwater ("Grantee").

This Agreement establishes the basis through which the Foundation will grant up to \$39,816.00 ("Grant Funds"), commencing approximately October 1, 2016, subject to the Grantee's agreement and compliance with the following conditions.

1. **Purpose.** The Grant Funds shall be used exclusively for the Project summarized in the scope of work above and detailed in the Grantee's Proposal as approved by the Foundation ("Proposal"), and shall be expended within the time period specified in the Proposal. If all or any portion of the Grant Funds are not used within the time specified in the Proposal, or within an extension of that time approved by Foundation, unspent Grant Funds shall be returned to the Foundation. Any funds not yet distributed to the Grantee at that time shall remain undistributed.
2. **Distribution of Funds.** Upon receipt of an executed copy of this Letter of Agreement from Grantee the Foundation will distribute funds for the Project on the following schedule:
  - a. An initial payment, not to exceed 25% of the total Sunflower Foundation grant award, will be paid within 30 days of receipt of a purchase order, signed contract for goods/services or like documentation at the beginning of the project.
  - b. Subsequent payments will be made within 30 days of receipt of eligible documentation of expenses (i.e. receipts, invoices, etc.) Payment amount will be determined by the percentage of funds requested compared to the percentage of project completed (i.e. If 60% of the project is complete, the Sunflower Foundation will pay 60% of the trail building expenses, with proper documentation of expenses and including match funding.)
  - c. The final payment will be made within 30 days of receipt and review of documentation of expenses (i.e. receipts, invoices, etc.) for all goods and services funded by this grant, and receipt and review of final and financial report.

The Foundation reserves the right to alter this distribution schedule at any time at its sole, unfettered discretion, Foundation will notify Grantee of such a decision within a reasonable period after it is made.

The Grantee shall not redistribute Grant Funds to any other organization or entity other than those specified in the Proposal without the prior written approval of Foundation.

3. **Administrative Relationship.** The Grantee shall be solely responsible for administering the Project, and the Foundation shall have no responsibility for such administration. This Agreement grants the Foundation no administrative control over the Grantee or its operations. The Foundation and Grantee agree that this Agreement does not create a principal/agency relationship between them, Grantee shall not, by omission or commission, foster any belief with third parties that such a relationship exists.
4. **Use of Grant Funds.** No part of the grant shall be used to carry on propaganda, lobbying, or otherwise attempting to influence legislation, or other political activities, except to the extent permitted an organization exempt under Section 501(c)(3) of the Internal Revenue Code. No part of the grant shall be used to directly or indirectly participate in, or intervene (including publishing or distributing of statements) in, any political campaign on behalf of (or in opposition to) any candidate for public office, nor shall any part of grant funds be used to make any political contributions.
5. **Accounting and Audit.** The Grantee agrees to maintain records of receipts and expenditures relating to the Project. All financial and other records relating to the Project shall be made available, upon request, at the Grantee's regular place of business for audit by Foundation personnel, or its designated representative, at any time during the term of the Project and for a period of one year following the expiration or termination of the grant. The Foundation shall give reasonable notice to the Grantee when an audit is to occur, and shall inform the Grantee of all material audit findings. Any material discrepancies disclosed by the audit, if not corrected to Foundation's satisfaction within a reasonable period of time, shall be a ground for Termination under paragraph 12 of this Agreement.
6. **Scope of Work.** The Grantee agrees to notify the Sunflower Foundation prior to any anticipated changes in the scope of work of the Project as initially approved by Foundation. No changes in scope shall be undertaken without the prior approval of Foundation. The Sunflower Foundation will respond to requested change of scope within 14 business days from the date such request is received by Foundation.
7. **Budget.** The approved Project budget, a copy of which is attached, is hereby incorporated as part of this Agreement. No expenditures for the Project shall exceed those set forth in the approved Project budget, except as outlined below.
  - a. Personnel – All personnel line item changes must be approved by the Foundation before being implemented.
  - b. Non Personnel line items - Expenditures for non-personnel line items may exceed the approved line item budget by up to 10% so long as the total expenditure for the Project does not exceed the total Project budget. **Budget modifications that exceed 10% of an**

**approved line item (while still not exceeding the total Project budget) must be authorized by the Foundation before being implemented.**

8. **Reports.** The Grantee shall furnish the Foundation narrative Progress Reports (if required) Financial (budget status) Reports, and a narrative Final Report according to the following schedule. **See the Grant Report Guidelines for further details on reporting requirements.**

**Due Date:**

April 30, 2017

October 31, 2017

**Report:**

Progress and Financial Report

Final and Financial Report

9. **Evaluation.** The Foundation may, at its own expense, conduct one or more evaluations of the Project, which may include visits by Foundation representatives to observe programs, procedures and personnel. The Grantee agrees to make available, upon reasonable notice and during regular business hours, all relevant data and personnel, including members of its governing body, for discussion of the Project with Foundation representatives. The purpose of any such evaluation visits shall be to determine the progress and/or outcomes of the Project and, if necessary, assure compliance with the Proposal, this Agreement, and with the Project budget.
10. **Acknowledgement and Publicity.** All news releases, published research, shared data, project brochures and other publicity associated with the Project shall acknowledge the Sunflower Foundation as the source (or partial source) of funding per the following statement:

“Funding for this project was provided (\*in part) by the Sunflower Foundation: Health Care for Kansans, a Topeka-based philanthropic organization with the mission to serve as a catalyst for improving the health of Kansans.” (\*in cases where the Sunflower Foundation is not the exclusive funder of the project)

However, any planned acknowledgement or publicity that identifies the Sunflower Foundation requires prior approval by the Foundation before dissemination or publication. Additionally, the Foundation requests copies of any such planned acknowledgement or publicity that mention the Foundation in this context. Where the statement above does not match available space or intended application, Grantee will contact the Foundation to discuss modifications to this language.

11. **Tax Status.** The Grantee represents that it is a nonprofit, tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code or is recognized as an instrumentality of state/local government and is not a private foundation as defined in Section 509(a) of the Internal Revenue Code. Should Grantee receive, during the term of the grant, any notification of a pending or actual change in its tax status, Grantee shall immediately notify the Foundation.

12. **Termination.** The Foundation in its sole and unfettered discretion, may terminate this agreement and cancel the grant in whole or in part if:
- a. after a reasonable review, it determines that Grantee is not making satisfactory progress toward achieving the goals of the Project;
  - b. it determines that the Grantee is incapable of satisfactorily completing the Project according to the terms of the Proposal as approved by Foundation;
  - c. the Grantee fails to meet the terms and conditions of this Agreement;
  - d. the Grantee materially changes its ownership, management, business or governance structure, tax status, or operational purpose without the explicit, written consent of the Foundation.
  - e. the Grantee experiences a substantial change in its financial condition which threatens its continued operations or it loses significant funding from other foundation, state or federal grant funding sources; or
  - f. the Grantee transfers or attempts to transfer Grant Funds to any entity, organization, or person without the prior written approval of Foundation.

If the grant is terminated prior to the scheduled completion date, Grantee shall fully account to the Foundation for the receipt and disbursement of all Grant Funds as of the effective date of termination. Grantee shall repay, within thirty days of such effective date, all unexpended Grant Funds and reimburse Foundation for any all Grant Funds expended after the effective termination date.

Nothing in this paragraph or this Agreement shall limit or prevent the Foundation from taking any legal action necessary to effect repayment of Grant Funds expended by the Grantee that were not expended in accordance with either the Proposal or this Agreement.

13. **Use of Data.** The Foundation shall retain a nonexclusive, irrevocable, royalty-free license to use, and to license others to use, any and all data collected in connection with the Project in any and all forms in which such data are compiled.
14. **Copyright.** The Grantee shall own all copyright interest created as a result of the Project. The Foundation shall retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, alter or otherwise use and authorize others to use such materials for Foundation purposes.
15. **Property.** Title to all property and equipment purchased with Grant Funds shall vest in the Grantee.
16. **Open Meetings/Open Records.** The Sunflower Foundation is subject to the Kansas Open Meeting Act (K.S.A. 75-4317 *et seq.*) and the Kansas Open Records Act (K.S.A. 45-215 through 45-223). Any information received from the Grantee, including the Proposal, evaluation reports, narrative reports, budget reports, as well as Foundation reviews of Grantee reports, is subject to disclosure to the public under the provisions of these Acts.

17. **Project Time Period.** Work on the Project shall begin within 90 days of the date upon which the Grantee receives Grant Funds. If such work does not begin within 90 days, the grant shall automatically terminate, unless the Grantee petitions the Foundation for an extension of the beginning date and the extension is granted. The Foundation may, in its sole and unfettered discretion, grant or deny such an extension. The Project shall be completed within the time frame stipulated in the Proposal. Grantee's right to expend Grant Funds shall terminate as of the Project completion date, unless the Project completion date is extended by the Foundation in its sole and unfettered discretion. If an extension request is denied, the grant shall terminate as of the originally scheduled Project completion date and the provisions of paragraph 12 regarding termination shall apply.
18. **Hold Harmless/Indemnification.** To the extent allowed by Kansas Law, Grantee agrees to indemnify and hold harmless the Foundation, its officers, trustees, employees and agents against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, which may be imposed upon, or incurred by, or asserted against, the Foundation, its officers, trustees, employees and agents from occurrences arising out of, or related to, the Project. If any claim of any sort is brought against the Foundation, its officers, trustees, employees and agents, Grantee shall, upon written notice from the Foundation, provide, at Grantee's sole expense, all costs of defending any such claim or proceeding and shall indemnify Foundation for any costs, fees, expenses, judgements, or financial losses related to such claim.
19. **Special Conditions.** None.

The foregoing conditions of this Agreement are hereby accepted and agreed to as of the date indicated.

Grantee Organization: City of Clearwater

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of authorized officer)

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

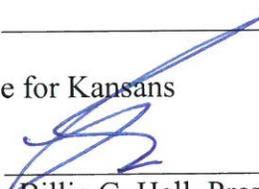
Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of key contact for Project)

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

APPROVED: Sunflower Foundation: Health Care for Kansans

Date: October 11, 2016

By:   
Billie G. Hall, President & CEO



**Sunflower Foundation**  
HEALTH CARE FOR KANSANS

Budget prepared by:	City of Clearwater
Name	Justin Givens
Title	City Administrator
Telephone	620.584.2311
Email	jgivens@clearwaterks.org

## Sunflower Trails Budget Form

### 16-102 Community-Based New Trails or Trail Expansion

**Applicant Organization:** City of Clearwater      **Project Title:** Chisholm Trail Sports Complex Walking Trail

**Time Period Covered by this Budget:**      **Start:** October 1, 2016 to **Finish:** March 31, 2017

Complete all line items applicable to your grant, rounding to nearest dollar

<b>Funding (Revenue)</b>			
Sunflower Foundation	\$	39,816.00	
Applicant Organization	\$	13,255.00	
Allowable Donated Materials/Services	\$	13,306.00	
Other Grant Funding			
Fundraising/Donations			
Other:			
Total In-Kind Costs	\$	13,255.00	
<b>Total Funding</b>	<b>\$</b>	<b>79,632.00</b>	
<b>Expenses</b>			
<i>Trail Building</i>			
Materials and/or Labor Costs	\$	79,632.00	
Related In-Kind Costs			
<b>Total Trail Building Expenses</b>	<b>\$</b>	<b>79,632.00</b>	
<i>Total Trail Building including In-Kind</i>	<i>\$</i>	<i>79,632.00</i>	
<i>Trail Infrastructure and Enhancements</i>			
Design and Safety			
Trees			
Distance Signage			
Related In-Kind Costs			
<b>Total Trail Infrastructure/Enhancements</b>	<b>\$</b>	<b>-</b>	
<i>Total Trail Infrastructure/Enhancements including In-Kind</i>	<i>\$</i>	<i>-</i>	
<b>Total Expenses</b>	<b>\$</b>	<b>79,632.00</b>	

1. Budget amounts should match amounts in budget narrative and be verified by submitted bids/quotes.
2. See budget key and RFP for definitions and explanations of allowable items for funding and match.
3. Please input grant data into uncolored cells only. Colored cells will self-populate.
4. The 1:1 match is for total cost of the project not individual categories. Only the gray boxes need reflect the required match

For additional questions, please contact Elizabeth Stewart Burger (eburger@sunflowerfoundation.org) or Lindsey Fincham (lfincham@sunflowerfoundation.org). Both can be reached by telephone, 785-232-3000.

<b>Sunflower Portion of trail building expenses</b>	<b>Cash Match of trail building expenses</b>
<b>\$ 39,816.00</b>	<b>\$ 39,816.00</b>

<b>Sunflower Portion of trail infrastructure/enhancements</b>	<b>Cash Match of trail infrastructure/enhancements</b>
<b>\$ -</b>	<b>\$ -</b>

<b>Total Sunflower Portion</b>	<b>Total Cash Match</b>
<b>\$ 39,816.00</b>	<b>\$ 39,816.00</b>



© 2016 Google

Google earth

1996

Imagery Date: 7/12/2015 37°30'12.01" N 97°29'32.88" W elev 1269 ft eye alt 3541 ft



APAC Kansas, Inc. • Shears Division

Wichita Branch

3511 S. West Street
P.O. Box 17470
Wichita, Kansas 67217-0470

Telephone (316) 524-5200
Fax (316) 524-3651

April 20, 2016

City Clerk
City Hall
129 E Ross
P.O. Box 452
Clearwater, KS 67026

RE: Request for Proposal – Walking Trail Grant Application

APAC-Kansas Inc., Shears Division – Wichita Branch (“APAC”) offers to furnish all labor, materials and equipment required for the performance of the following:

Base Bid

Place 3,360 LF of 6’ wide sidewalk in accordance with Request for Proposal documents provided by City of Clearwater. (Approximately 20,160 SF)

Base Bid Lump Sum Total \$79,985.00

Alternate #1 Bid

Place 3,100 LF of 6’ wide sidewalk in accordance with Request for Proposal documents provided by City of Clearwater. (Approximately 18,600 SF)

Alternate #1 Lump Sum Total \$74,240.00

Alternate #2 Bid

Place 2,800 LF of 6’ wide sidewalk in accordance with Request for Proposal documents provided by City of Clearwater. (Approximately 16,800 SF)

Alternate #2 Lump Sum Total \$67,670.00

Notes:

- 1. Sales tax is NOT included. The City of Clearwater is to apply and receive a Tax Exemption Certificate for this project. If exemption is not received, APAC will bill and collect any taxes due.

This proposal expires ninety (90) days from the effective date of this Proposal.

If you agree to these terms, prices and conditions, including the terms and conditions on page 2, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this agreement.

Sincerely,

[Handwritten signature]

Tom W. “TJ” Castor
Estimating Manager
APAC-Kansas, Inc., Shears Division

Accepted By \_\_\_\_\_

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

Date \_\_\_\_\_



APAC Kansas, Inc. • Shears Division

**Wichita Branch**

3511 S. West Street  
P.O. Box 17470  
Wichita, Kansas 67217-0470

Telephone (316) 524-5200  
Fax (316) 524-3651

April 25, 2016

City of Clearwater, KS  
Attn: Justin Givens  
129 E Ross  
Clearwater, KS 67026

RE: Walking Trail Grant Application - Narrative for Placement of Concrete Sidewalk

Mr. Givens:

Please see below for simplified description for APAC's method for placing concrete sidewalk on the Walking Trail Grant project as requested.

Method

1. Perform preliminary GPS topography to determine exact location of walk path.
2. Design and stake for vertical and horizontal control.
3. Grade alignment to approximate depth of 4".
4. Compact subgrade and correct any deficiencies.
5. Set string-line for vertical and horizontal control of slip form paver.
6. Place 5" concrete sidewalk 6' wide using slip form paving techniques.
7. Set forms and place sidewalk by hand in locations not accessible to the machine.
8. Backfill sidewalk using excavated material.

Materials

1. 4,000 PSI concrete will be used.
2. Expansion joint material (1/2") will be used.

If you have any questions please call me at 316-524-5200.

Thank you,

A handwritten signature in black ink, appearing to read 'Tom W. Castor'. The signature is fluid and cursive, written over a white background.

Tom W. Castor  
Estimating Manager  
APAC-Kansas, Inc., Shears Division



## PROPOSAL

Concrete Walking Path through the Sports Complex  
901 E. Ross Ave.  
Clearwater, Kansas

The following bid is our proposal for your information and action. We propose to furnish material, labor, and equipment to complete the Work set out in the City's Request for Proposal.

### BASE BID:

1. Six (6) ft. wide, five (5) inches thick, and 3,360 ft in length: \$118,420.00

### ALTERNATE PLAN

1. Six (6) ft. wide, five (5) inches thick, and 2,800 ft in length: \$102,300.00
2. Six (6) ft. wide, five (5) inches thick, and 3,100 ft in length: \$110,780.00

## Justin Givens

---

**From:** Zee Lee <Zee.Lee@cornejocorp.com>  
**Sent:** Friday, April 22, 2016 2:31 PM  
**To:** Justin Givens  
**Cc:** Mike Roudybush  
**Subject:** RE: Clearwater Walking Trail

Justin,

Here are outlines of the procedures for Excavation

- Cut dirt 3" to 5" for the sidewalk
- Compact and blade subgrade for the sidewalk
- Install 5" sidewalk with required 4000 psi concrete
- Backfill the sidewalk
- Seed disturbed areas
- Clean up

Please let us know if you have any questions.

Thank you.

### Zhi Li (Zee Lee)

*Estimator/Project Manager*

*Cornejo & Sons, LLC*

2060 E. Tulsa | Wichita, KS 67216

main: 316.522.5100 | direct: 316.220.3641 | fax: 316.522.8187 | cell: 316-239-4659

zee.lee@cornejocorp.com

[www.cornejocorp.com](http://www.cornejocorp.com)



**From:** Justin Givens [mailto:jgivens@clearwaterks.org]  
**Sent:** Friday, April 22, 2016 1:47 PM  
**To:** Zee Lee  
**Subject:** Clearwater Walking Trail

Zee,

Thank you for the bid. Could you give me a little insight on how Cornejo would intend on doing the project. Such as exaction depth or placed on existing ground, etc. Just a couple of sentences explain the process would be appreciated.

Thanks,

Justin Givens

**TRIPLE  CONSTRUCTION, INC.**

119 W. Ross  
Clearwater, Kansas 67026  
Phone (620) 584-6803

**RECEIVED**  
4-22-16  
10:00 JSG

City Clerk:  
City of Clearwater  
129 E. Ross  
Clearwater, Kansas 67026  
4/21/2016

Concrete walking path at Sports Complex

Stake area of walking path, remove vegetation where needed, set forms to the grade of the land, pour and finish the walking path with a light broom texture, saw expansion joints, dowel rebar into existing sidewalk to connect to new, install expansion joint material as needed, remove forms and backfill according to drawings. Concrete to be used will be a 4,000 lb. rock mix.

Material, Labor and Equipment

6' x 3,360' x 5"	\$3.29 sq. ft.	\$66,326.00
Alternate Plan: 6'x 2,800' x 5"	\$3.29 sq. ft.	\$55,272.00
6'x 3,100' x 5"	\$3.29 sq. ft.	\$61,194.00

Wayne Berntsen- President  
Triple B Construction Inc.

# J. Martin Co.

16220 W. K-42 Hwy  
Clearwater, KS 67026

# Estimate

Date	Estimate #
4/22/2016	2625

Name / Address
City Of Clearwater Attn: City Clerk City Hall 129 E. Ross Clearwater, KS 67026

			Project
Description	Qty	Cost	Total
<p>"Walking Trail Quote"</p> <p>This is a quote based upon the information listed on the "Request for Proposal" for the Walking Trail Grant Project. It includes all of the materials and labor listed to complete the project. The quote is for 3360 ft. of sidewalk 6 ft wide and 5" thick. It will not include any steel or wire reinforcement in concrete. The concrete will be a 4000 psi mix. The price quoted is for the full 3360 ft. However if the footage were to decrease or increase based upon budget the price per square foot would remain the same. All topsoil and finish grade work is included in the price quoted.</p> <p>NOTE: We feel there are two locations that need culverts for drainage under the sidewalk. This would allow for a more gentle walking surface through those areas. The quote we have submitted reflects the price of the culverts and installation as well.</p> <p>Material and labor for the Walking Trail based on 3360 ft. @ 6 ft. wide (20,160 Sq. Ft.)</p>	20,160	4.44	89,510.40
Thank you for your business.		<b>Total</b>	\$89,510.40

**TRIPLE  CONSTRUCTION, INC.**

119 W. Ross  
Clearwater, Kansas 67026  
Phone (620) 584-6803

City Clerk:  
City of Clearwater  
129 E Ross  
Clearwater, Kansas 67026  
9/23/2016

Concrete walking path at Sports Complex

To whom it may concern,

I was contacted by Justin Givens, the City Administrator in Clearwater Kansas, about our bid. He asked me to send a letter explaining our bid process. Our family has lived in Clearwater for 46 years have been in business for 33 years with a family owned construction company. We have done several jobs for the city over the years and a lot of them we have done for a reduced price. It is a way for us to give back to our community and make Clearwater a great place to live. We bid on the concrete walking path at the Sports Complex on 4/21/2016. Our bid was for \$66,326.00. If I would have bid this job as a normal job, I would have bid it for \$79,632.00, or \$ 13,306.00 more than what I submitted my bid for. I look at this as a way of donating to the City of Clearwater.

Wayne Berntsen- President  
Triple B Construction Inc.

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Consider an Ordinance Annexing 13811 Prairie Grass into the City Limits  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

---

**Background:** At the September 13, 2016 meeting, the Governing Body did approve a Resolution finding it advisable to annex the property at 13811 Prairie Grass in the Prairie Meadows Addition. Based on the agreement that was put in place when the city extended water service to the area, those properties, as they are built upon, are required to petition for annexation, in return for city water service.

**Analysis:** Once a petition has been accepted by the city and a resolution approved. The city is required to receive approval from the Board of County Commissioners since the action is considered to be an island annexation. On October 12, 2016, the Board of County Commissioners unanimously approved a resolution finding that the annexation was in conformance with the areas growth plan clearing the way for the adoption of the ordinance.

**Financial:** Similar houses in the area generate approximately \$2,000 in general fund tax revenue and between \$400 and \$500 a year in utility billings (water, trash, recycling, evs)

**Legal Considerations:** Review and Comment as Necessary.

**Recommendations/Actions:** It is recommended the City Council:

- 1) Adopt the Ordinance for Annexation;
- 2) Not Adopt the Ordinance for Annexation;
- 3) Table the Matter for Further Study;
- 4) Take No Action.

**Attachments:** 1) Sedgwick County Resolution (2-pages); 2) Annexation Ordinance (2-pages) Area Map (1-page)

(Summary First Published in the Times-Sentinel  
on the \_\_\_\_ day of \_\_\_\_\_, 2016.)

THE CITY OF CLEARWATER, KANSAS

ORDINANCE NO. 1018

AN ORDINANCE ANNEXING AND INCORPORATING  
CERTAIN LAND WITHIN THE BOUNDARIES OF THE CITY  
OF CLEARWATER, KANSAS PURSUANT TO AND IN  
ACCORDANCE WITH THE PROVISIONS OF K.S.A. 12-  
520c.

WHEREAS, in September 2016, a written Consent to and Petition for Annexation was filed with the City Clerk of the City of Clearwater, Kansas; and

WHEREAS, the land described in said written Consent to and Petition for Annexation is legally described as Lot 21, Block 2 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 13811 Prairie Grass Street, Clearwater, Kansas 67026, and is located between 79<sup>th</sup> Street South on the north, 135<sup>th</sup> Street West on the east, 87<sup>th</sup> Street South on the south and 151<sup>st</sup> Street West on the west; and

WHEREAS, said tract does not currently adjoin the boundaries of the City of Clearwater, Kansas but is proximate to and within the natural growth area of the City of Clearwater, Kansas and may be served with potable water from an existing adjacent City of Clearwater, Kansas water main; and

WHEREAS, K.S.A. 12-520c (c) requires that the Board of County Commissioners of Sedgwick County, Kansas, by a 2/3 vote of the members thereof, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas before the City of Clearwater, Kansas may annex such land; and

WHEREAS, on September 13, 2016 the governing body of the City of Clearwater, Kansas adopted Resolution Number 14-2015 finding it advisable, desirable, beneficial and in the interests of the public to island annex said land and requesting the Board of Sedgwick County Commissioners to find and determine that such annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas pursuant to K.S.A. 12-520c; and

WHEREAS, on September 14, 2016 the City of Clearwater, Kansas filed with the Sedgwick County Board of County Commissioners a certified copy of Resolution Number 7-2016, pursuant to K.S.A. 12-520c; and

WHEREAS, on October 12, 2016 the Sedgwick County Board of County Commissioners, by a 2/3 vote of the members thereof, adopted Resolution Number 148-2016 finding and determining that based upon the available evidence, the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas, pursuant to K.S.A. 12-520c.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS:

Section 1. Annexation

Pursuant to K.S.A. 12-520c, the following described land is hereby annexed and incorporated within the corporate limits of the City of Clearwater, Kansas, to-wit:

Lot 21, Block 2 of the Prairie Meadow Estates Addition to Sedgwick County, Kansas, with a commonly known address of 13811 Prairie Grass Street, Clearwater, Kansas 67026.

Section 2. Effective Date

This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

Adopted by the City Council this 25th day of October, 2016.

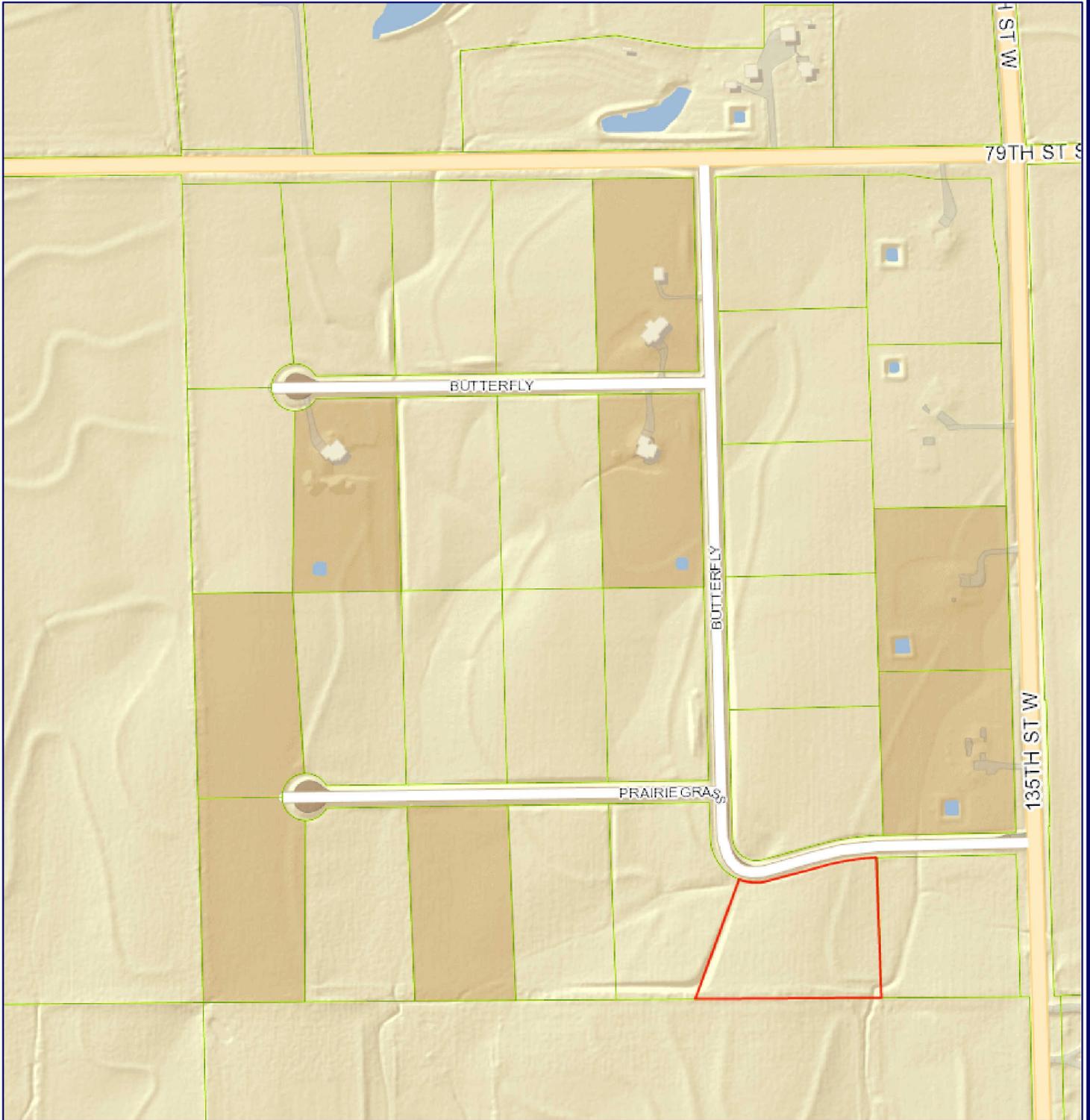
Approved by the Mayor this 25<sup>th</sup> day of October, 2016.

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

SEAL  
ATTEST:

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

# 13811 Prairie Grass



Geographic Information Services  
Division of Information & Operations  
[www.sedgwickcounty.org/gis](http://www.sedgwickcounty.org/gis)  
525 N. Main, Suite 212, Wichita, KS 67203  
Tel: 316.660.9290 Fax: 316.262.1174  
Fri Oct 21 14:12:02 GMT-0500 2016

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

RESOLUTION NO. 148-2016

**A RESOLUTION PURSUANT TO K.S.A. 12-520c TO FIND AND DETERMINE THAT THE PROPOSED ANNEXATION BY THE CITY OF CLEARWATER WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR THAT OF ANY OTHER INCORPORATED CITY LOCATED IN SEDGWICK COUNTY**

**WHEREAS**, K.S.A. 12-520c sets forth a procedure where a city may request the Board of County Commissioners (the Board) to find and determine whether a proposed annexation by the City of Clearwater (the City) will hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County; and

**WHEREAS**, on September 14, 2016, the clerk of the City submitted a certified copy of City Resolution No. 7-2016 requesting the Board make the statutory finding; and

**WHEREAS**, the Board, after considering the information provided, has found and determined that the proposed annexation by the City will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, THAT THE CITY BE NOTIFIED OF THESE FINDINGS AND DETERMINATIONS:**

**Section I.** On September 14, 2016, the clerk of the City filed with the Sedgwick County Board of County Commissioners a certified copy of Resolution No. 7-2016, pursuant to K.S.A. 12-520c. The Board considered this matter at its regular agenda on October 12, 2016.

**Section II.** The land proposed to be annexed is located entirely within Sedgwick County, and it is generally described as land located near the intersection of 79<sup>th</sup> Street South and 135<sup>th</sup> Street West, and is specifically described in the City's resolution cited in the above section.

**Section III.** The owners of the land described have consented to annexation into the City by filing a Consent to and Petition for Annexation with the City.

**Section IV.** The Board hereby finds and determines that sufficient information has been presented to the Board to support a finding that the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County; and therefore, the Board finds and determines that based on the available evidence, the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located in Sedgwick County.

**Section V.** This resolution will take effect upon its passage. The County Counselor's office is directed to send a copy of this resolution by mail to the City.

Commissioners present and voting were:

DAVID M. UNRUH	<u>aye</u>
TIM R. NORTON	<u>aye</u>
KARL PETERJOHN	<u>aye</u>
RICHARD RANZAU	<u>aye</u>
JAMES M. HOWELL	<u>aye</u>

Dated this 12<sup>th</sup> day of October, 2016.

ATTEST:

  
KELLY B. ARNOLD, County Clerk

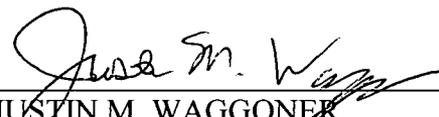


BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

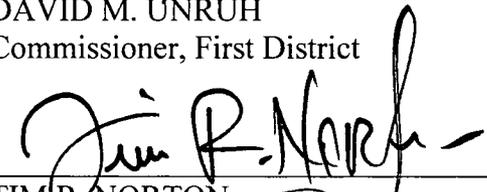
  
JAMES M. HOWELL, Chairman  
Commissioner, Fifth District

  
RICHARD RANZAU, Chair Pro Tem  
Commissioner, Fourth District

APPROVED AS TO FORM:

  
JUSTIN M. WAGGONER,  
Assistant County Counselor

  
DAVID M. UNRUH  
Commissioner, First District

  
TIM R. NORTON  
Commissioner, Second District

  
KARL PETERJOHN  
Commissioner, Third District

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Approve Online Bill Payments and Rate Structure  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** Staff has received numerous requests from citizens for the option of using online payments for utility bills. As technologies have changed over the years more people are moving away from checks and other traditional methods of payments opting for the convenience of paying online. Until several years ago cities were unable to collect or pass thru bank charges for the use of credit cards. After legislation was enacted to allow cities to collect those charges in additional fees many organizations moved accepting credit cards as payments.

**Analysis:** For the city to use online bill payment a module from Fundbalance would be required to be purchased as well as additional charges per year for website hosting and statement processing. Additionally, a convenience fee charge would need to be set to ensure that the bank and processing charges are being captured. Staff is proposing a flat rate convenience fee of \$3.75 for online credit card processing and a separate fee of \$2.25 for online check processing. Currently, we charge \$3.95 to use a credit card in house and checks are free. Staff is also requesting that the in house fee be changed to \$3.75.

ACH, cash and checks presented in person or in the drop box remain free of charge.

**Financial:** The module itself would cost the city \$400 from Fundbalance as a one-time payment that would be added onto our existing billing software. It is estimated that the cost to provide the service from Fundbalance would be \$400 per year based on the number of statements and website hosting.

**Legal Considerations:** Review and Comment as Necessary

**Recommendations/Actions:** It is recommended the City Council:

- 1) Approve Online Bill Payments and Rate Structure as presented;
- 2) Approve Online Bill Payments and Rate Structure as modified;
- 3) Not Approve Online Bill Payments;
- 4) Table the Matter for Further Study;
- 5) Take No Action.

**Attachments:** Online Bill Pay Pricing (1-page)

## CURRENT RATES

	Average Utility Bill	Fee	UB Online Fee	Total Fee	Total in Charges	CITY's Cost
Check Processing Fee	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ 85.00
Cash Processing Fee	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ 85.00
Credit Card Processing Fee	\$ 85.00	\$ 3.95	\$ -	\$ 3.95	\$ 88.95	\$ 3.95 \$ 88.95
ACHA	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ 85.00

## ONLINE PRICE PROPOSAL

	Average Utility Bill	Fee	UB Online Fee	Total Fee	Total in Charges	CITY's Cost
Check Processing Fee	\$ 85.00	\$ 1.00	\$ 1.25	\$ 2.25	\$ 87.25	0.75% \$ 86.89
Credit Card Processing Fee	\$ 85.00	\$ 2.50	\$ 1.25	\$ 3.75	\$ 88.75	2.50% \$ 88.38

## IN THE OFFICE PRICE PROPOSAL

	Average Utility Bill	Fee	UB Online Fee	Total Fee	Total in Charges	CITY's Cost
Check Processing Fee	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ 85.00
Cash Processing Fee	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ 85.00
Credit Card Processing Fee	\$ 85.00	\$ 3.75	\$ -	\$ 3.75	\$ 88.75	2.50% \$ 87.13
ACHA	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ 85.00

City of Clearwater will be charged \$0.01 per bill that is uploaded to the Utility Billing Online.

If we have an average of 900 bills per month. Our cost each YEAR will be \$108.00

Initial setup fee for UB Online is \$400.00. Total investment for year 1 is \$709.

Total investment for each year after is \$0.01 per bill per month plus hosting fee. \$408

18% over \$100

If all customers paid through the website and used the credit card module

The difference in cost vs revenue would be approximately \$65.00

**City of Clearwater  
City Council Meeting  
October 25, 2016**

**TO:** Mayor and City Council  
**SUBJECT:** Authorize APAC to install NovaChip on North Tracy  
**INITIATED BY:** City Administrator  
**PREPARED BY:** City Administrator  
**AGENDA:** New Business

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**Background:** In 2016, Sedgwick County is completing a county wide NovaChip project. Roads in the Clearwater area include 4<sup>th</sup>/103<sup>rd</sup> from Ross east to Broadway; Tracy/151<sup>st</sup> from the city limits south to the county line, Diagonal from Tracy to 4th and Tracy from 95<sup>th</sup> ST south to the city limits by the cemetery.

**Analysis:** Staff had originally contacted Sedgwick County about the possibility of piggy backing onto this project for our portion of N. Tracy (the city maintains Tracy north of Diagonal to the end of the Cemetery). Originally, staff was told that APAC was running behind in the project and would not be able to perform the work. Last week, staff was informed by APAC that they would be able to complete the project if authorized while they were working in the area.

The NovaChip process includes the application of an ultra-thin bonded asphalt that is more cost effective than traditional mill and overlays, seals and protects the existing pavement and other benefits. The process also provides for minimal lane downtime and allows traffic to drive on the product shortly after application. Each lane will be closed while the work is being done and a pilot car and flagger will be directing traffic to allow travel in each direction.

**Financial:** APAC and the County have a contract price for \$77.00 a ton for the process and it is estimated that the cost for our portion of Tracy would be less than \$20,000. \$150,000 was budgeted for road improvements in 2016 and staff estimated that the cost of desired road work would only be approximately \$120,000. The cost for the NovaChip would fall within the budget and still allow for other work to be completed.

**Legal Considerations:** Review and Comment as Necessary.

**Recommendations/Actions:** It is recommended the City Council:

- 1) Authorize APAC to install NovaChip on North Tracy;
- 2) Not Approve the Project;
- 3) Table the project for further study;

**Attachments:** North Tracy Map (1-page)



Date	Mem \$ Sold	Mem Used	Gen Adm \$ Sold	Gen Adm Count	Punch Cards \$Sold	Punch Cards Used	2 under
2015	\$ 16,230.00	5422	\$15,881.75	4871	\$ 2,765.00	704	361
2016	\$ 14,480.00	4163	\$16,573.05	5130	\$ 2,240.00	713	280
<b>VARIANCE</b>	<b>-\$1,750.00</b>	<b>-1259</b>	<b>\$691.30</b>	<b>259</b>	<b>-\$525.00</b>	<b>9</b>	<b>-81</b>

8/30

Date	Twilight Gate \$Sold	Twilight Gate Count	Twilight Mem Used	Total Daily Attend	Concession	Parties	Swim Team	Lessons	TOTAL
2015	\$ 1,558.50	1146		12394	\$ 8,003.15	\$ 5,300.00	\$1,230.00	\$ 5,050.00	\$56,018.40
2016	\$ 1,279.00	1279	672	11980	\$ 7,606.00	\$ 4,050.00	\$1,275.00	\$ 5,385.00	\$52,888.05
<b>VARIANCE</b>	<b>-\$279.50</b>	<b>133</b>	<b>672</b>	<b>-414</b>	<b>-\$397.15</b>	<b>-\$1,250.00</b>	<b>\$45.00</b>	<b>\$335.00</b>	<b>-\$3,130.35</b>