



City of Clearwater Council Meeting Agenda
Tuesday May 22, 2018 at 6:30pm
129 E Ross Clearwater, KS 67026

www.clearwaterks.org

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

1. CALL TO ORDER

2. INVOCATION AND FLAG SALUTE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. PUBLIC FORUM

Members of the public can address the Mayor and City Council limited to not more than five minutes.

6. PROCLAMATIONS

- a. [EMS Week Proclamation](#)

7. CONSENT AGENDA

Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, the item will be removed from the Consent Agenda and considered separately.

- a. [Minutes 05/08/18 Council Meeting](#)
- b. [Sedgwick County RSVP Agreement](#)

8. CLAIMS AND WARRANTS

9. STAFF REPORTS

10. BUSINESS

- a. [Consider Outlaws Special Event Permit Request](#)
- b. Library Budget Presentation
- c. [Consider New Phone System Recommendation](#)
- d. Chisholm Ridge Phase 3 Discussion

11. GOVERNING BODY COMMENTS

12. ADJOURNMENT

Next Assignment Numbers

Charter Ordinance: 20

Ordinance: 1044

Resolution: 12-2018

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.

EMS Week Proclamation 2018

Designating the Week of May 20 - 26, 2018, as Emergency Medical Services Week

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I Burt Ussery, Mayor, City of Clearwater, Kansas in recognition of this event do hereby proclaim the week of May 20-26, 2018, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, EMS Strong: Stronger Together, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Burt Ussery, Mayor

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
May 8, 2018
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order

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

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

The following staff members were present:

Courtney Meyer, City Clerk; Bill Hisle, Chief; Ernie Misak, Public Works Director; Scott Cooper, Director of Emergency Services.

Others present: John Gallagher, Jeanne Pace, Ruth Glenn, John Haas

4. Approval of the Agenda

Mayor Ussery asked if there were any modifications to the agenda. Meyer stated that an executive session will need to be added before item 12.

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

**Motion: *Papish* moved, *Palmer-Witt* seconded to accept the May 8, 2018 agenda as modified.
Voted and passed unanimously.**

5. Public Forum

None

6. Proclamations

a. Municipal Clerks Week Proclamation

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Burt Ussery, Mayor of Clearwater, Kansas, do recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Courtney Meyer and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

b. Police Week Proclamation

WHEREAS, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Clearwater, Kansas play an essential role in safeguarding the rights and freedoms of City of Clearwater, Kansas; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of City of Clearwater, Kansas, unceasingly provide a vital public service;

NOW, THEREFORE, I, Burt Ussery, Mayor of the City of Clearwater, Kansas, call upon all citizens of the City of Clearwater, Kansas, and upon all patriotic, civic and educational organizations to observe the week of May 13 – 19, 2018, as Police Week with appropriate ceremonies and observances in which all of the people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens.

I further call upon all citizens of the City of Clearwater, Kansas to observe Tuesday, May 15, 2018, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

c. Public Service Week Proclamation

Whereas: Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working;

Whereas: Public employees take not only jobs, but oaths;

Whereas: Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

Whereas: Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas: Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

Therefore: I, Burt Ussery, Mayor of Clearwater, Kansas do hereby announce and proclaim to all citizens and set seal hereto, that May 6-12, 2018, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

7. Approve Consent Agenda

Minutes April 24, 2018 Council Meeting Minutes

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

8. Claims and Warrants

Meyer stated that the claims and warrants were \$151,162.43.

Motion: *Coon* moved, *Griffin* seconded to pay the claims and warrants as presented. Voted and passed unanimously.

9. Staff Reports

Public Works – Ernie Misak

- Working on the pool to get ready for season.
- Replaced poles and chain at the sports complex
- Score board controller was bad. The replacement is working
- There is a leak on Janet that will need to be repaired
- There will not be any discharge this month at the waste water ponds

PD – Bill Hisle

- Typical call load the last couple of weeks
- Garrett Hoover continues to do well. He did a DUI arrest on his own
- Next Friday the 18th there will be a memorial service at the Historic Court House in downtown Wichita

Emergency Service –Scott Cooper

- 11 EMS calls – 4 of them were assisted by Sedgwick County
- Cooper attended the FDIC conference in Indianapolis
- Working on the recruitment and retention program
- Received the KRAFT grant for the chest compression device

Administration – Courtney Meyer on behalf of Ron Marsh

- Kansas Department of Labor cancelled the May 1st inspection of the big slide at the City pool. Did not indicate if they would reschedule.
- Clearwater Public Building Commission met on May 2nd at City Hall. There is currently a balance of \$22,651.88 for use at the aquatic center. The commission approved spending up to \$2500 for a covering for the equipment pit (pumps) to shade the motors from the direct sun; and purchasing additional lounge chairs for the pool.
- The City issued Wholesale Fireworks a permit for fireworks sales per City Code 14-45(b)(2). Wholesale paid their \$5000 permit fee. This is the High School Government class DC trip fundraiser. Sales will be IAW the amended ordinance.
- Lonnie Stieben with the Chamber of Commerce has begun the process of restoring the vegetation around the Welcome to Clearwater rock north of town. The Chamber has contributed funds for the project and Lonnie has asked if the City would split the cost of buying the remaining trees, bushes and mulch with the Mikesell Foundation. The total cost to be shared is \$1811.00. Under my spending authority I have informed Lonnie the City will split the cost and contribute \$905.50 for the project. The work should be completed sometime this week.
- The last available lot in Chisholm Ridge Phase 2 has sold. Cosh Construction has purchased the lot and received their building permit. This purchase falls under the 2018 Incentives.

10. Business

a. Appoint a New EMS Medical Director

The Medical Society of Sedgwick County (MSSC) is responsible for the maintenance and approval of the county's prehospital protocols. The primary responsibility of establishing and monitoring the competency of individual prehospital providers (Clearwater EMS) is the local EMS Medical Director. The EMS Medical Director is the link between the MSSC and the Prehospital Provider. Dr. Papish is the current Clearwater EMS Medical Director. During the renewal process for the Kansas Board of EMS license, the Emergency Services Director was notified this would be the last year Clearwater could use Sedgwick County Protocol unless they prove competency to the MSSC. Dr. John Gallagher, MD is here to explain the change and answer your questions.

To ensure excellence in patient care and appropriate oversight of providers, the MSSC has established expectations of the local EMS Medical Director as it pertains to evaluation and monitoring of prehospital providers if they want to utilize MSSC EMS protocols. These expectations include assessing the competency of individual prehospital providers in three arenas: Clinical Knowledge, Protocol Familiarity and Psychomotor Skills through written testing

and evaluation as well as observation of demonstrated skills for their level of training. MSSC requires all local EMS Medical Directors to attest to each individual's competency annually by December 31st. This will give the provider permission to use MSSC EMS Protocols for the subsequent calendar year. This attestation by the local EMS Medical Director can be provided by a Physician willing assume the role. Dr. Gallagher, the MSSC Medical Director, has offered to assume the role as the Clearwater EMS Medical Director. This will provide Clearwater EMS with increased training, documented credentialing and provide the best care possible for its citizens.

Dr Gallagher explained that there is no fee for this service as Sedgwick County already supports the program. Several organization in Sedgwick County, including City of Wichita, City of Derby, Wichita Airport, Wichita Fire, Sedgwick County EMS, already use Dr. Gallagher as their medical director. He is very familiar with the new MSSC requirements. All current staff on EMS will need to be initially certified. Once certified the certification is only good for Sedgwick County but it is attached to the individual.

Cooper stated he said Dr. Papish verbally stated he intends to retire and would like this to be taken care of. Councilmember Papish confirmed that Dr. Papish said this was a good opportunity.

Mayor Ussery called for a motion to appoint Dr. Gallagher as the new EMS Medical Director

Motion: *Griffin* moved, *Papish* seconded to appoint Dr. John Gallagher as the new EMS Medical Director. Voted and passed unanimously.

Mayor Ussery asked that Dr. Gallaher come to the Governing Body with a procedure they will have to follow.

b. Mayoral Appointments

Per State Statute and Clearwater Municipal Code, the Mayor is required at the first meeting in May to appoint various city officers for the City. The mayor also will reappoint all members of Emergency Services at the first meeting in May even though they are appointed throughout the year as they join the service, along with the annual pool employees.

State Statute 15-204 requires the Mayor appoint a City Clerk, Treasurer, Freedom of Information Officer, Municipal Judge, Chief of Police and Law Enforcement Officers.

City Code requires the Mayor appoint a Fire Chief (14-20) and Emergency Management Coordinator (12-23). City Code requires the Mayor appoint members of City Boards and Commissions to staff each entity or fill vacancies. The appointments are done as they occur.

Motion: *Papish* moved, *Coon* seconded to accept the Mayors Appointments. Voted and passed unanimously.

May 2018

ADMINISTRATIVE	
Courtney Meyer	City Clerk
Carol Reitberger	Treasurer
EMERGENCY SERVICE (FIRE & EMS)	
FIREFIGHTER/ EMS	
Scott Cooper	Director/ Paramedic/ FF
Justin Patrick	Paramedic/ FF/ Training Officer
Esther Harp	EMS Captain/ AEMT/ FF
Michael Cowherd	EMT/ FF
Jared Dinwiddie	EMT/ FF
Josh Hecker	EMT/ FF

EMS ONLY

Lisa Corr	AEMT
Nick Haslam	EMT
Elizabeth Riddle-Kindle	EMT
Gabrielle Simon	Paramedic

FIREFIGHTER ONLY

Gary Berger	Asst Fire Chief/ FF
Kurtis Lauterbach	Asst Fire Chief/ FF
Carl Fry	FF Captain/ FF
Jason Templin	FF Captain/ FF
Trent Zimmerman	FF
Kolby Lauterbach	FF
John Oberley	FF
Rick Kindel	FF
Chadd Posch	FF
Trevor Carney	Probationary FF
John Van Klei III	Probationary FF
Jeanne Pace	Probationary FF

FIREFIGHTER CADETS

Luke Davis	Cadet
Caven Lewis	Cadet
Andy Rakes	Cadet
Haley Roberts	Cadet
Robert Schroeder	Cadet

POLICE DEPARTMENT

William Hisle	Chief of Police
Becky L Hurtig	Municipal Judge

AQUATIC CENTER

Chuck Reitberger	Pool Manager
Caden Carlson	Basket Room Attendant
Alexis Cash	Lifeguard
Chance Clark	Lifeguard
Carson Finney	Lifeguard
David Gerlach	Basket Room Attendant
Kylee Harman	Lifeguard
Makenzie Haslett	Lifeguard
Olivia Helmers	Lifeguard
Abby Hutchinson	Lifeguard
Brynn Noland	Lifeguard
Darryl Rylant	Basket Room Attendant
Daniel Schule	Lifeguard
Journey Schule	Lifeguard
Savannah Schule	Lifeguard
Cade Smith	Lifeguard

Tucker Stiles	Lifeguard
Ryan Vogel	Basket Room Attendant
Emma Willis	Lifeguard

REAP Representatives

Burt Ussery	2018
Ron Marsh	2018

CHISHOLM TRAIL RECREATION COMMISSION

Stormie Myers*	2018 - 2022
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HISTORICAL SOCIETY BOARD

Michael McCullough*	2018 – 2022
Bob Pugh	2018 – 2022
Hugh Rausch	2018 – 2022

LIBRARY BOARD

Vacant*	2018 – 2022
Vacant*	2018 – 2022

PARK ADVISORY BOARD

Vacant	2018 – 2022
Vacant	2018 – 2022
Vacant	2018 – 2022

SENIOR & COMMUNITY CENTER ADVISORY BOARD

Vacant	2016 - 2020
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c. Consider New Fireworks Ordinance

Meyer explained this ordinance was discussed at the last meeting. The change to the fireworks is just the sales to coincide with State Fire Marshal. The new ordinance will allow the sale of fireworks to begin on June 27th through July 2nd from 10am to 10pm and July 3rd and 4th from 10am to 12am. There is no change to the discharge of fireworks. The discharge will remain July 1st and 2nd from 10am to 10pm and July 3rd and 4th from 10am to 10pm

Motion: *Palmer-Witt* moved, *Papish* seconded to adopt ordinance 1043. Coon, yea; Papish, yea; Palmer-Witt, yea; Titterington, yea; Griffin. Voted and passed unanimously.

d. Consider Resolution for Sales of Temp Notes – Chisholm Ridge Phase 3

On April 10th Council adopted Resolution 10-2018 calling for the sale of Temporary Notes for the Improvements to Chisholm Ridge Phase 3. The temp notes bid closed May 8, 2018 at 11:00am.

As the next step in the process council will approve the bid to the lowest bidder, Cooper Malone McClain, Inc, and adopt a resolution awarding the sales of temp notes to the lowest bidder. Once awarded the closing of the sales and transfer of funds will take place on June 1, 2018.

Motion: *Coon* moved, *Griffin* seconded to approve the bid to Cooper Malone McClain, Inc. Voted and passed unanimously.

Motion: *Griffin* moved, *Titterington* seconded to adopt Resolution 11-2018 a resolution authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2018, of the City of Clearwater, Kansas. Voted and passed unanimously.

11. Governing Body Comments

Coon stated the clean up in town has started and its looking real good

Papish stated there are not enough storm shelter signs in town. The only one is located at 4th and Ross. Also the Simply Perfect sign has fallen a bit since the storm. It looks like a potential hazard. She also pointed out the property at Kansas and Byers is a mess again.

Palmer-Witt had nothing to report

Titterington asked if we were going to have a fire hydrant painting contest again for Fall Fest for the ones that weren't painted. Staff will be working on a program for that.

Griffin had nothing to report.

Ussery stated that there is a bicycle trail map available that the city can get copies of for residents to pick up. Also, the Emergency Service department volunteer training will be under scrutiny. When a volunteer is appointed to the department they become covered as an employee for insurance. It is the city's responsibility to make sure that the person is appropriately trained for the job they were appointed to do. Ussery also pointed out that Sedgwick County has informed Clearwater that all cities they have auto aid with (7 total) will be receiving a letter from the County to re-negotiate terms of assistance. This would mean they city will have to pay a per cost call from Sedgwick County fire when they respond to one of our calls.

INSTERT EXECUTIVE SESSION

Mayor Ussery called for a motion to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include the City Attorney and the City Clerk. The City Council will reconvene the open meeting in the City Council Chamber at 7:55pm

Motion: *Papish* moved, *Palmer-Witt* seconded to move into executive session pursuant to non-elected personnel. Voted and passed unanimously

Mayor Ussery called the meeting back to order at 7:55pm and stated there was no action taken.

12. Adjournment

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

MOTION: *Coon* moved, *Griffin* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:55 PM

CERTIFICATE

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

I, Courtney Meyer, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the May 8, 2018 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 22nd day of May 2018

Courtney Meyer, City Clerk

**City of Clearwater
City Council Meeting
May 18, 2018**

Item: Sedgwick County Volunteer Transportation Services Agreement

Background: RSVP is part of Senior Corps, along with Foster Grandparents and Senior Companions. Senior Corps is administered by the Corporation for National and Community Service, the federal agency that supports service and volunteering programs to improve lives, strengthen communities, and foster civic engagement. The program is administered on a local level by the Sedgwick County Department on Aging. The RSVP Volunteer Transportation Program provides transportation services to rural residents in Sedgwick County including Clearwater.

Analysis: The contract allows for a maximum of 425 coordinated rides (defined as: a single round trip ride for one single rider or for multiple riders who have the same origin or destination) at \$7.00 per ride or \$2,975.00. The contract as presented is for a term of 1 year and may be extended on a month to month basis starting in July 2019.

Financial: In 2017, the city received \$644 in funds from the program. Those funds are generally used to subsidize the annual volunteer appreciation dinner and other events for volunteers.

Legal Considerations: Review and comment as necessary

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

VOLUNTEER TRANSPORTATION SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF CLEARWATER, KANSAS

This Agreement made and entered into this ___ day of May, 2018, by and between Sedgwick County, Kansas ("County") and the City of Clearwater, Kansas ("Contractor").

WITNESSETH:

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

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

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

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

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

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

2. Term. The initial term of this Agreement shall be from its effective date, as first written above, and ending June 30, 2019. This Agreement may continue for a reasonable time after June 30, 2019, on a month-to-month basis, if both parties agree to continue operating under the terms and conditions of this Agreement while they are actively developing an agreement for July 2019 – June 2020, assuming funds for a new agreement are available.

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

4. **Incorporation of Documents.** Sedgwick County Mandatory Contractual Provisions Attachment is attached hereto and is made a part hereof as if fully set forth herein.

General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

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

3. **Compensation.** Contractor understands and agrees that any and all compensation provided under this Agreement is on a fee-for-service basis, which is seven dollars (\$7.00) per coordinated ride. For purposes of this Agreement, the term "coordinated ride" means a single round trip ride for one single rider or for multiple riders who have the same origin and destination. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder. Under no circumstances will the compensation paid under this Agreement exceed TWO THOUSAND NINE HUNDRED SEVENTYFIVE DOLLARS AND ZERO CENTS (\$2,975.00).

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

Pages must include the following information:

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

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

Contractor understands and acknowledges that statements for rides coordinated in the last month of this Agreement must not carry over into the new funding year (beginning July 1, 2019). Accordingly, all statements for services rendered under this Agreement must be submitted to the County no later than July 5, 2019.

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

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

County: Sedgwick County Division on Aging
Attn: Contract Notification
271 W. 3rd Street N., Suite 500
Wichita, Kansas 67202

and

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

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

7. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice,

terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

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

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

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

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

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

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

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

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

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

15. **Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited

to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

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

- a. Sedgwick County Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document
- d. Contractor's written response to the RFP (if applicable)
- e. The RFP (if applicable)

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

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

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

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

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

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

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

SEDGWICK COUNTY, KANSAS

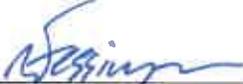
CITY OF CLEARWATER, KANSAS

Mike Scholes,
County Manager

Burt Ussery, Mayor
129 E. Ross Avenue
Clearwater, KS 67026

APPROVED AS TO FORM ONLY:

ATTESTED TO:



Michael L. Fessinger,
Assistant County Counselor

Kelly B. Arnold,
County Clerk

SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Contractual Mandatory Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever,

modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.



Division on Aging

*Sedgwick County...
working for you*

Sedgwick County Division on Aging

Annette Graham, Director

Sedgwick County Transportation (SCT)

271 W 3rd St N, Suite 500 | Wichita, Kansas 67202

Phone: (316) 660-5150 Fax: (316) 660-1936

Long Distance: 1-800-367-7298

May 11, 2018

Burt Ussery, Mayor
City of Clearwater
129 East Ross Avenue
Clearwater KS 67026

Dear Mayor Ussery,

Enclosed is a renewal contract for the RSVP Volunteer Transportation Program between Sedgwick County and the City of Clearwater. The contract period is July 1, 2018 to June 30, 2019.

The contract has been updated to note changes in the format that Sedgwick County uses for contracts. Please review and sign on page six (6) only. Do not write in dates. The original contract is due Thursday, May 31, 2018 to:

Sedgwick County Division on Aging
Attention: Kandace Bonnesen
271 W 3rd St N, Suite 500
Wichita, KS 67202

If you have any questions, please contact me at (316) 660-5157 or kandace.bonnesen@sedgwick.gov.

Best regards,

Kandace Bonnesen, Transit Manager
Sedgwick County Division on Aging

Encl.

Sedgwick County...working for you

**City of Clearwater
City Council Meeting
May 18, 2018**

Item: Request for Special Event Permit

Background: Scott Palmer, General Manager of the Clearwater Outlaws Collegiate Baseball Team will be present with a representative from Wright Brothers to request a Special Event Permit to sell beer during designated Outlaw baseball games at the Chisholm Trail Sports Complex.

Analysis: Beer will not be sold during Outlaw games when the rec league has games at the same time. There are 5 dates the Outlaws and rec teams will be playing at the same time: May 31, June 6,7,20,21. There are 16 games the Outlaws are the only team scheduled at the complex: May 27 &28, June 16, 22,23, 27, 30 and July 1, 2, 3, 5, 6, 10, 13, 14, 15, 17. If rain make up games end up scheduled at the same time the Outlaws are playing on one of these dates, then no beer sales will be allowed for that game.

Financial: There is no cost to the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the request from Wright Brothers for the Special Event permit to sell Beer at the Chisholm Trail Sports Complex during designated games.

**City of Clearwater
City Council Meeting
May 18, 2018**

Item: Phone System RFP

Background: The Governing Body approved \$15,000 in the 2018 budget for a new phone system for City offices to include City Hall, Emergency Services, Public Works and the Senior/Community Center.

Analysis: Requests for proposals were sent to four vendors: Great Plains Communications, National Telecom Systems, Communications Technology Associates and CommLink. Staff reviewed each proposal and met with 3 of the 4 vendors for a demonstration of their proposed systems. In evaluating each system, we focused on the following requirements/features as they are necessary for the daily operation of the City:

- Voicemail
- Transfer between phones
- Multi-line capability
- Quantity: 21 multi-line phones, 1 cordless
- Integrate with local phone service
- Easily programmable phones
- Training

National Telecom Systems (NTS)	\$11,741.00
Great Plains Communication (GPC)	\$16,990.00
Communications Technology Associates (CTA)	\$17,022.00
CommLink	\$30,520.00

The main difference in the systems was in new user programmability. GPC was the most user friendly of all the systems and easiest & quickest to program or reprogram for a new user.

Based on our evaluations of the 3 systems, it is staff's recommendation to approve the purchase of the ESI System from Great Plains Communications. This system met all requirements; has the easiest to learn features; has an excellent warranty program; knowledgeable staff and excellent customer service (experience).

Financial: \$15,000 already budgeted, an additional \$1,990 to come from the Administrative discretionary line item.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Recommend approving the proposal from Great Plains Communication in the amount of \$16,990.