



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

City of Clearwater Council Meeting Agenda
Tuesday September 22, 2020 at 6:30pm
129 E Ross Clearwater, KS 67026

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/ClearwaterCouncilMeeting>

You can also dial in using your phone.

United States: [+1 \(669\) 224-3412](tel:+16692243412)

Access Code: 304-128-245

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/304128245>

- 1. Call to Order/ Invocation and Flag Salute**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
- 5. Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [09/08/20 Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
- 6. Staff Reports**
- 7. Business**
 - a. **Action:** Authorize upgrades to Park Glen lift station
 - b. **Action:** Consider Agreement with Sedgwick County for Rapid Response Vehicle program
 - c. **Action:** Consider Ordinance for change of utility billing business hours
 - d. **Action:** Approve quote for Police Department remodel phase 2
 - e. **Discussion:** Revising Ordinance 907 Special Purpose Vehicles
- 8. Administrators Report**
- 9. Governing Body Comments**
- 10. Adjournment**

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1060

Resolution: 09-2020

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 6:00 and 6:30 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

City of Clearwater, Kansas
Sedgwick County
City Council Meeting - **MINUTES**
September 8, 2020
Clearwater City Hall – Council Chambers
129 E. Ross Avenue Clearwater, KS 67026

1. Call to Order/ Invocation and Flag Salute

Mayor Burt Ussery called the meeting to order at 6:30 p.m. followed the invocation and flag salute.

2. Roll Call

The City Clerk called the roll to confirm the presence of a quorum. The following members were present: Mayor Burt Ussery, Councilmembers; Shirley Palmer-Witt (phone), Chad Pike, Chris Griffin and Justin Shore were present.

Yvonne Coon was absent.

The following staff members were present:

Ron Marsh, City Administrator, Courtney Zollinger, City Clerk, Jared Dinwiddie (phone), Chadd Posch (phone), Cole Hollis, Kirk Ives, Justin Patrick.

3. Approval of the Agenda

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated no. Mayor Ussery called for a motion to approve the agenda as presented.

Motion: Shore moved, **Pike** seconded to accept the agenda as presented. Voted and passed unanimously.

4. Public Forum

Kelli Reid addressed the council and stated she was running for Sedgwick County Clerk position.

5. Approve Consent Agenda

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

Minutes: 08/25/20

Claims and Warrants

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

6. Staff Reports

- a. Police Department – Kirk Ives – Council had no questions.
- b. Fire Department –Justin Patrick – Council had no other questions.
- c. Public Works – Cole Hollis –Council had no questions.
- d. Parks & Maintenance – Chadd Posch –Council had no questions.

7. Business

a. Installation of Sanitary Sewer Manhole

This project to install a manhole for the nursing home sewer line was approved as part of the

2021 budget process. Currently the sewer line serving the nursing home ties into the main line 7-9 feet away from an existing manhole, making it extremely difficult for our Public Works crew to clear blockages at this juncture. Additional resources must be called in at a cost. Installing this manhole will allow Public Works to access the line without the added expense of additional resources. Request for bid were solicited from several vendors with two responses: McCullough Excavation in the amount of \$15,980 and Wilkes Underground in the amount of \$17,200.

\$10,000 was originally budgeted for this project out of Sewer equipment reserve. There are adequate funds in the sewer equipment reserve to cover the higher cost and will not cause a shortage in another sewer equipment reserve area.

Marsh is asking for Council to approve the proposal from McCullough Excavation in the amount of \$15,980 to install the manhole for the nursing home sewer line.

Motion: *Shore* moved, *Pike* seconded to approve the proposal from McCullough Excavation. Voted and passed unanimously.

b. Consider rollover of 2018 Temp Notes (Chisholm Ridge Phase 3)

Kevin Cowan explained that the 2018 temp notes would be up for final financing in June 2021. He explained that the temp notes could be rolled into the new temp notes that are being authorized for Park Glen Estates Phase 2 for one year. This would allow more time for the City to sell the remaining lots before specials would assessed. The cost to roll over would be minimal with the current interest rates.

Motion: *Shore* moved, *Pike* seconded to rollover the 2018 temp notes. Voted and passed unanimously.

c. Adopt Resolution 09-2020 Authorizing the sale of Temp Notes for Park Glen Estates Phase 2

Kevin explained the resolution documents presented did include the rollover of the 2018 temp notes. If council decided not to rollover the 2018 temp notes the documents would have to have been modified.

Motion: *Shore* moved, *Palmer-Witt* seconded to adopt Resolution 09-2020 authorizing the offering for sale of general obligation temporary renewal and improvement notes series 2020 of the City of Clearwater. Voted and passed unanimously.

d. Discussion on Special Purpose Vehicle Ordinance

Chief Ives read ordinance 907 that covers special purpose vehicles. He said the discussion points were as follows

- Add - Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.
- ADD - No golf cart may be operated on a sidewalk, walking paths, or public greenspace
- ADD - No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles.
- Do we allow modified bodies on golf carts?
- Do we continue to limit the number of seats on golf carts?
- ADD - No work side utility vehicle may be operated on a sidewalk, walking paths, or public greenspace to work-site utility vehicle
- MODIFY? - It is illegal to operate a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle; the slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments

thereto.

- ADD - Work site utility vehicles must have Original Equipment Manufacturer (OEM) exhaust system.
- Do we allow the “sport” vehicle? Under the current ordinance they qualify.
- Do we restrict the length of the work site utility vehicles to not more than 135”?

Council discussed the points that were presented, and the consensus appeared to be to make the recommended changes. Also discussed was definition of “valid” driver’s license and whether a farm permit is considered a valid driver’s license; what do “running lights” consist of; should special purpose vehicles be allowed at night; should “whip” style flags be required on open (no top) vehicles. Mayor Ussery advised council to send staff any additional points they would like to have considered as part of the ordinance. He pointed out that it is not their job as council use the ordinance for their personal opinion, but to do what is best for the community and can be supported or backed by data. Staff is to come back to the next meeting with the combined information and the reason for the changes.

8. Administrators Report

- The Sedgwick County Public Health Order requiring the wearing of masks in public has been extended until October 21, 2020.
- There is a Council Workshop scheduled for Tuesday, September 29th at 6:30pm. There will be a hard stop at 8:30pm. Topics for discussion include: Strategic Plan and the Local Emergency Operations Plan. If there is something Council would like to add please let me know as soon as possible.
- Reminder the City wide curb side cleanup is Saturday, November 7th starting at 7:00am. The Chamber Shred It Day is also that day from 9:00am -Noon in Mize’s parking lot.
- Sedgwick County Project Services was here last week to determine the best location for installing the advance ballot box. They will be placing one on the east side of City Hall sometime in the next several weeks.

9. Governing Body Comments

Griffin asked there was an answer about recording meetings. Marsh said he doesn’t have an answer yet.

Palmer-Witt said she would not be at the 9/29/20 meeting

Shore had nothing to report

Pike had nothing to report

Ussery had nothing to report

10. Adjournment

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

MOTION: *Pike* moved; *Shore* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 8:23 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 September 8, 2020 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 22nd day of September 2020

Courtney Zollinger, City Clerk

Check Register Report

Date: 09/15/2020

Time: 2:47 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
46637	09/16/2020	Printed			ALERT	ALERT-ALL CORPORATION	BOOK/CRAYONS	560.00
46638	09/16/2020	Printed			AMAZ	AMAZON BUSINESS	BATHROOM SPRAY	23.70
46639	09/16/2020	Printed			ATHCO	ATHCO L.L.C.	PLAYGROUND MULCH	2,650.00
46640	09/16/2020	Printed			BBL1	B & B LUMBER	CHALK POWDER/LINE/RATCHET	103.80
46641	09/16/2020	Printed			BB1	BECKER BROS.	DIAGNOSTIC AND REPAIR	112.69
46642	09/16/2020	Printed			BH01	BECKY C. HURTIG	PROFESSIONAL SERVICES	915.00
46643	09/16/2020	Printed			BIBL	BIBLIONIX	ANNUAL SUBSCRIPTION	1,400.00
46644	09/16/2020	Printed			BSWI	BRENNTAG SOUTHWEST, INC	CHEMICAL	347.39
46645	09/16/2020	Printed			VISA	CARDMEMBER SERVICES	TASER BATTERY	832.72
46646	09/16/2020	Printed			CPSS1	CENTRAL POWER SYSTEMS	ON SITE MOBILE SERVICE SERV	1,155.00
46647	09/16/2020	Printed			CH	CHENEY DOOR	GARAGE DOOR REPAIR	1,705.19
46648	09/16/2020	Printed			CI W	CIRUS WATER	SENIOR CENTER	13.50
46649	09/16/2020	Printed			CWC02	CLEARWATER WELLNESS CENTER	STATEMENT	45.00
46650	09/16/2020	Printed			COH	COLE HOLLIS	WATER SAMPLE POSTAGE	8.25
46651	09/16/2020	Printed			COLLECTION	COLLECTION BUREAU OF KANSAS	AUGUST COLLECTION FEES	130.45
46652	09/16/2020	Printed			COMM	COMMERCIAL LAWN MANAGEMENT	FALL FERTILIZATION SR CTR	87.08
46653	09/16/2020	Printed			CRAFCO	CRAFCO, INC	WHITE PAINT	872.90
46654	09/16/2020	Printed			DAV MO	DAVIS MOORE CHEVROLET	20 DODGE DURANGO	5,547.40
46655	09/16/2020	Printed			DELISA	DELISA'S MEDICAL BILLING	AUGUST 2020	12.25
46656	09/16/2020	Printed			DDM	DENISE DONNELLY-MILLS	STATEMENT	200.00
46657	09/16/2020	Printed			DOS1	DIGITAL OFFICE SYSTEMS	OVERAGE	64.88
46658	09/16/2020	Printed			ERE1	EMERGENCY FIRE EQUIPMENT	CHARGER REPAIR	527.74
46659	09/16/2020	Printed			EMP1	EMERGENCY MEDICAL PRODUCTS INC	MED SUPPLIES	99.49
46660	09/16/2020	Printed			GADES	GADES SALES CO, INC	LED GREEN LENS	50.00
46661	09/16/2020	Printed			GALAX	GALAXIE BUSINESS EQUIPMENT	FURNITURE AND INSTALL	27,951.57
46662	09/16/2020	Printed			IRRIGATION	IRRIGATION BY DESIGN	REPAIRED BROKEN MAIN	83.04
46663	09/16/2020	Printed			LA LI	J. LARRY LINN	PROSECUTION SERVICES	885.00
46664	09/16/2020	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	53 LOCATES	63.60
46665	09/16/2020	Printed			KST1	KANSAS STATE TREASURER	LEO TRAINING/REINSTATMENT	572.50
46666	09/16/2020	Printed			LCS1	LOWE'S	DOOR/LEVER/TOOLS/BATTERIES	253.98
46667	09/16/2020	Printed			MCDONALD	MCDONALD TINKER PA	STATEMENT	4,918.00
46668	09/16/2020	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	WATER TESTING	45.00
46669	09/16/2020	Printed			METRO	METROPOLITAN AREA BUILDING	E/M/P PERMITS FOR SEPTEMBER	537.58
46670	09/16/2020	Printed			MICAH	MICAH STOWE	1105 PARK GLEN BUYER CREDIT	1,500.00
46671	09/16/2020	Printed			MINI	MINISTERIAL ALLIANCE	CHRISTMAS COMES TO CLEARWATER	100.00
46672	09/16/2020	Printed			MC05	MULVANE COOP	TANK LEASE	120.00
46673	09/16/2020	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	SEMT RUN SHEETS	40.66
46674	09/16/2020	Printed			PATR	PATRICIA SEILER	CLEANING SUPPLIES	16.32
46675	09/16/2020	Printed			RA01	PITNEY BOWES	POSTAGE	300.00
46676	09/16/2020	Printed			REC BK	RECORDED BOOKS, LLC	MATERIALS	40.45
46677	09/16/2020	Printed			SAFE S	SAFE SLIDE RESTORATION	SLIDE/TOWER INSPECTION	735.00
46678	09/16/2020	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	VALVE/GASKET	344.02
46679	09/16/2020	Printed			SAM1	SAM'S CLUB	STATEMENT	161.84
46680	09/16/2020	Printed			SEC1	SECURITY 1ST TITLE	TEMP NOTE 2020 BOND	500.00
46681	09/16/2020	Printed			SCDF	SEDGWICK COUNTY	PRISONER HOUSING JULY	124.95
46682	09/16/2020	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	STATEMENT	1,573.08
46683	09/16/2020	Printed			SCT1	SEDGWICK COUNTY TREASURER	2015 TAXES	252.81
46684	09/16/2020	Printed			SCK1	SOUTH CENTRAL KANSAS	CYBER POWER 450 VA UPS	50.00

Check Register Report

Date: 09/15/2020

Time: 2:47 pm

Page: 2

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
EMPRISE BANK Checks								
46685	09/16/2020	Printed			SWB1	SOUTH WEST BUTLER QUARRY	ROCK	231.36
46686	09/16/2020	Printed			STA	STAPLES	MONITOR/CABLE	183.67
46687	09/16/2020	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	ORDINANCE 1059	166.35
46688	09/16/2020	Printed			TT1	TYLER TECHNOLOGIES	ANNUAL USER MAINTENANCE	6,629.03
46689	09/16/2020	Printed			USBAN	U.S. BANCORP EQUIPMENT FINANCE	STATMENT	248.26
46690	09/16/2020	Printed			UNI	UNIFRIST CORPORATION	SUPPLIES	74.44
46691	09/16/2020	Printed			WCI1	WASTE CONNECTIONS, INC.	STATEMENT	14,177.30
46692	09/16/2020	Printed			WEAVER	WEAVER VENTURES, LLC	1105 PARK GLEN BUILDER CREDIT	5,565.00
46693	09/16/2020	Printed			WWW1	WICHITA WINWATER WORKS	FINANCE CHARGE	155.50
46694	09/16/2020	Printed			ZACHARY	ZACHARY NOLAN	MILEAGE	90.85

Total Checks: 58

Checks Total (excluding void checks):

86,155.59

Total Payments: 58

Bank Total (excluding void checks):

86,155.59

Check Register Report

Date: 09/15/2020

Time: 2:47 pm

Page: 3

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
725	09/16/2020	Printed			AFL1	AFLAC	STATEMENT	557.14
726	09/16/2020	Printed			CGSI	CASEY'S	STATEMENT	2,009.13
727	09/16/2020	Printed			CLA1	COLONIAL LIFE & ACCIDENT	STATMENT	148.14
728	09/16/2020	Printed			HSB1	EMPRISE BANK	Loan 13181130	1,343.70
729	09/16/2020	Printed			HSB1	EMPRISE BANK	BUSINESS PARK LOAN	94,517.52
730	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	GROUP BILL	1,584.41
731	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,012.27
732	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS	628.82
733	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	109 E. ROSS	424.01
734	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	34.65
735	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	323.80
736	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W. ROSS	519.87
737	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	150 S. PROSPECT	32.52
738	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	GROUP BILL	704.21
739	09/16/2020	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	366.16
740	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	401 W. ROSS	31.39
741	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	129 E. ROSS	33.32
742	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	109 E. ROSS	32.68
743	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	901 CLEARCREEK	56.46
744	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	319 W. ROSS	61.17
745	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	921 E. JANET	31.39
746	09/16/2020	Printed			KGS1	KANSAS GAS SERVICE	149 N. FOURTH	30.76
747	09/16/2020	Printed			KRST1	KANSAS RETAILERS' SALES TAX	POOL CONCESSION SALES TAX	428.12
748	09/16/2020	Printed			LIBERTY	LIBERTY NATIONAL	STATEMENT	307.66
749	09/16/2020	Printed			MERCHANT	MERCHANT SERVICES	SURCHARGE	229.24
750	09/16/2020	Printed			MERCHANT	MERCHANT SERVICES	CONVENIENCE FEE	269.13
751	09/16/2020	Printed			SKT1	SKT	PARKS & FACILITIES	19.68
752	09/16/2020	Printed			VER	VERIZON WIRELESS	STATEMENT	489.45

Total Checks: 28

Checks Total (excluding void checks): 107,226.80

Total Payments: 28

Bank Total (excluding void checks): 107,226.80

Total Payments: 86

Grand Total (excluding void checks): 193,382.39

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: September 18, 2020

Re: Fire Department Staff Report

- Clearwater Fire responded to 8 medical calls and 4 Fire calls since last meeting.
- Average response time for SGCO EMS on medical calls has been around 18 minutes. CRV81 response time has averaged a 3min. response time.
A call on 9/5/20 had a total EMS response time of 49min. This was due to a dispatch error and it has been addressed
- To Date: The department has been unable to respond to **8** emergency calls. This is a result of the normal personnel that respond, were at their full-time job with their respective agencies.
- CRV81 (Clearwater Response Vehicle) went online last Friday (Sept. 11th).
- Fire Department conducted a multi-company water supply drill at its last meeting with Viola Fire and Sedgwick County Sta.34.
- The Department has purchased new water rescue equipment consisting of wet suits, gloves, shoes, and rescue vests. (The Vests are currently on back order)
- The International (New Brush Truck) is currently at D&S Body Shop getting paint work done on the frame and body.
- Department will be providing stand-by for all home V/JV football games this season.
- Seeking bids to fabricate the Conex boxes so they can be utilized for live fire training.
- The department implemented a “No more than 2 responders” policy for medical calls. This is to reduce the amount of PPE equipment used per call and allow our

supply to last longer. Exceptions are allowed for high priority calls such as Code Blues, Shootings, etc.

****Personnel are being kept up to date on the ever-changing circumstances with COVID-19. The Dept. has a response policy in place and to date, no exposures have been recorded.**

To: Mayor and City Council

From: Chadd Posch

Date: 09/18/2020

Re: **Parks/Facilities**

- Business as usual no big projects
- Mowing is starting to slow down with the weather changing
- Cut up and hauled off large tree branch that fell in the park with help from public works
- Worked on lighting in city hall, EMS, and senior center
- Assisted public works
- Working on pricing and bids for possible new Park shelters
- The F-350 is expected to be finished next week

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: September 18, 2020

Re: Police Department Staff Report

Officers:

The arrest numbers are staying even, officers have reduced the warrant arrest list. The issues in the city park have been taken care of. The officers have been watching the parks on every shift.

Officer Nolan has completed the academy at KLETC. He is to be back on shift starting this Saturday. Graduation will be on September 18th at 1PM . They will not have graduation open to the public, but it will be streamed on KLETC facebook live.

Domestic calls are still down.

I have been at KLETC for training this whole week.

Building update: Phase 1 is almost complete. Helpfully we can get started on Phase 2 soon.

Vehicles:

Durango #2 is back.

Matters of interest since last meeting on Police Activity:

We had 72 dispatched/report calls since my last report. (does not always include self-initiated calls).



Clearwater Senior Center Report

September 18, 2020

To: Mayor & City Council

From: Amber Ives, Coordinator

1. Hermes Healthcare came in on September 16th and provided foot care for 44 community members. They also provided flu shots to those where were interested. This event brought in 8 new members.
2. We are adding back in a bible study beginning September 24th in the afternoons. Pastor Keith Kelley will lead this class. Once Pastor Joe Eash is ready, we will add him back as a morning study.
3. Commodities have been delivered and will be provided for community member on Tuesday, September 29th (the last Tuesday of the month). This time we have been given some great frozen food items. We have an allotment for 16-18 families. I would like to reach more people and get this number up.
4. October is going to be a great month to get a few more things added back into the schedule all while maintaining social distancing.

Respectfully,
Amber Ives

**City of Clearwater
City Council Meeting
September 18, 2020**

Authorize Upgrading Park Glen Lift Station

Context: As we have discussed over the last several months, the Park Glen Lift Station pumps (helps move waste from homes to the sewer main) need to be upgraded due to bringing Park Glen Estates Phase 2 homes on line. In addition, there are several upgrades the City would need to do regardless of the new pumps. With the help of Logan Mills (Certified Engineering Design) we have received 3 quotes for the upgrades.

Shaun Weaver has agreed to pay for the two new pumps to meet the increased capacity. The rest of the cost is to be incurred by the City.

The three quotes are included in your packet:

Fluid Equipment: \$33,000 (includes installation)

Enviro-Line: \$14,515 (does not include installation)

Haynes Equipment: \$15,347 (does not include installation)

We have not been able to nail down installation costs for Enviro-Line and Haynes. They contract this work.

In an effort to get the project completed before construction begins on homes in Park Glen Estates Phase 2, and trying to get installation costs to ensure all bids are comparable, I am requesting authorization to approve the project when installation costs are verified, with a cost not to exceed \$33,000.

Financial: Sewer equipment reserve has \$5000 set aside for upgrading the lift station. The rest of the money would come from the sewer operating fund. The overall costs will be less than projected due to the developer paying for the pumps.

Legal Considerations: Advise as necessary

Recommendations/Actions: Authorize the City Administrator to approve upgrading the Park Glen Lift Station at a cost not to exceed \$33,000.

PROPOSAL

FROM

ENVIRO-LINE CO. INC.

913-755-2161
913-755-3018 FAX
OSAWATOMIE, KS

P.O. BOX 308 * OSAWATOMIE, KANSAS 66064

913-782-4443
KANSAS CITY AREA

Note: All orders subject to terms and conditions stated below and on reverse side hereof.

Ernie Misak	Date:	8/4/2020
City of Clearwater, KS	Location:	Park Glen LS
Phone: 620-584-6731		Clearwater, KS
emisak@clearwaterks.org		

We are pleased to quote to you the following:

Two (2) Myers Grinder Pump - Model WG50-43
Duty 125gpm at 25'TDH

Lot SS Lifting Chain

ONE(1) Primex Control Panel - Nema 4X SS Enclosure
Per Enclosed Primex Scope of Supply

One (1) Primex KwikSwitch Float System
25' Manifold Cable / Four Floats

One (1) Primex Float - 25' Cord - High Level Alarm

The Price: **\$14,515** FOB Factory Allowed Freight.
This price does not include installation, startup or taxes that may apply.

Estimated ship date:

This proposal is valid for 45 days. Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown and changes must be preapproved.

Terms: Net 30 days after shipment. A 2% per month service charge will apply to any unpaid balance starting 30 days after shipment.

ACCEPTED this _____ day of _____, 20____

SUBMITTED this , 2020

NAME OF PURCHASER

By Rick Owens

Rick Owens

By _____
NAME AND TITLE

TERMS AND CONDITIONS

- 1 Any purchase order pursuant to this Quotation shall not result in a contract until it is accepted and acknowledged by Enviro-Line Company, Inc. and/or the equipment manufacturer (seller herein) at this office.
2 This Quotation is subject to acceptance within the time period specified on the 1st page hereof, but in any event within 30 days from date.
3 No order shall be changed or cancelled by buyer unless notice is sent to and accepted by seller, in writing, before shipment.
4 Seller shall make reasonable efforts to ship orders in accordance with buyer's reasonable requests, but seller shall not be responsible for failure to fill any order or orders if due to fires, floods, riots, strikes, freight embargoes or transportation delays, shortages of labor, fuel, material, supplies, or power, acts of the public enemy, any existing or future laws of acts of the federal or of any state government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of seller's business with which seller in its sole judgement and discretion deems it advisable to comply, or to any other contingencies beyond the Seller's reasonable control. Unless specified routing and classification are providing by buyer. Seller will ship orders by best known routing and classification but Seller shall not be responsible for delays or excessive transportation charges resulting from its selection.
5 To be allowable, claims of error in shipments must be made by the buyer within 10 days after delivery. Items of credit must be returned, shipping charges prepaid with seller's prior written approval.
6 There are no warranties which extend beyond the description on the 1st page hereof excepting only the applicable manufacturer's warranty. Seller makes no other warranty, either express or implied. Seller's liability is absolutely limited to the purchase price of the items described on the face hereof and in no event shall Enviro-Line Company Inc. "be liable for any consequential or liquidated damages, penalties or for any expense occasioned by the use of defective products."
7 Stenographic and clerical errors are subject to correction.
8 Any indebtedness owing to the Company for a period longer than 30 days shall be assessed 2% monthly delinquency charges until paid. If the company finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, Purchaser shall pay all expenses and costs of collection, including attorney fees.
9 Terms of payment as specified on the 1st page hereof are independent of and not contingent upon the time and manner in which the purchaser may receive payment from others.
10 Prices quoted do not include any Local, State, or Federal Taxes which may apply.

ACCEPTANCE OF TERMS AND CONDITIONS

TERMS AND CONDITIONS ACCEPTED this _____ day of _____, 20____

NAME OF PURCHASER

By NAME AND TITLE

ACCEPTANCE OF PURCHASE ORDER

The foregoing offer is hereby accepted by Enviro-Line Co. Inc.

SELLER: ENVIRO-LINE CO. INC.

Date _____, 20_____

By _____



FLUID EQUIPMENT

A COGENT COMPANY

DATE: August 6, 2020

PROPOSAL #: OP-509595

TO: Certified Engineering Design, P.A.
Logan Mills, PE

PROJECT: Park Glen LS

Fluid Equipment Co. or the manufacturer represented proposes to furnish equipment or materials as described below.

Quantity	Item	Unit Price	Total Price
2	Homa GRP34/3 Grinder Pumps, datasheet attached		
2	ABS Discharge Adapter		
2	Homa GoSwitch Seal Fail Relay		
2	Contactor, Overloads as needed		
1	Duplex Control Panel		
5	Floats (Lead/Lag/On/Off/Alarm)		
Lot	Field and shop labor to remove existing pumps, install new pumps, and control panel. Make final terminations for pumps and floats. Startup.		\$33,000

THIS PROPOSAL IS SUBJECT TO OUR STANDARD ATTACHED CONDITIONS OF SALE

TERMS: Net 30 days

QUOTED BY:

SHIPMENT: See notes above

F.O.B. Factory

Corporate Office
Phone 816-795-8511
Fax 816-795-8926

15725 Pflumm Road
Olathe, Kansas 66062
Phone: 913-782-4962
Fax: 913-782-5894
Web: www.haynesequip.com
Email: tgray@haynesequip.com



April 17, 2020

REF: Clearwater, Ks Park Glen Lift Station Upgrade

ATTN: Ernie Misak

ENGINEER: CED Logan Mills

Dear Ernie,

Haynes Equipment Company, Inc. is pleased to offer the following equipment on the above referenced project. For your consideration our quotation is as follows:

Submersible Grinder Lift Station

Two (2) Grundfos Model SEG.A20.40.0.60H Grinder Pumps Part #98280891

- See attached Data Sheet

One (1) HCP Duplex Control Panel Model HCP-510-E1-C1-4C15

Two (2) Auto Coupling Kits Part # 98245790

- Includes Base Shoe Elbow

Two (2) Intermediate Guide Rail Bracket Part # 96887609

- Needed for any guide rails over 20 feet

80' x 1" Stainless Steel Guide Rails

Five (5) Floats

Freight

One (1) Lift Station Start Up, Service, and Training

Total Sale Price \$9,453.00

PLEASE NOTE:

- 1) I did not include new lifting chains or float hooks. I assumed we could use the existing. I did include everything you would need to replace with Grundfos pumps.
- 2) One (1) Day Start-Up Included.
- 3) Freight IS included.
- 4) Please read carefully the detailed information regarding our quotation.
- 5) All equipment is quoted FOB Point of Origin, full freight allowed to jobsite.
- 6) Sales and/or use taxes are NOT included.
- 7) Manufacturer's field services, submittals and warranty shall be in accordance with the Contract documents.

ITEMS NOT INCLUDED: Anything not described above, sales and/or use taxes, permits, fees, installation, installation supervision, off-loading, storage, mounting, assembly, wiring, electrical, electrical power, field wiring, wiring terminations, disconnect switches, pipe piping, fittings, mechanical, concrete, paint, field painting, water supply, lubricants, anchor bolts (unless specifically called out), etc.

Thanks,

Tyler Gray
Haynes Equipment

HAYNES EQUIPMENT COMPANY, INC.
HECI

TERMS AND CONDITIONS

- 1. Acceptance:** this proposal is submitted to Purchaser subject to the terms and conditions hereinafter set forth. There are no other agreements or representations, verbal or otherwise, outside of this proposal. Upon acceptance hereof by Purchaser by signing acceptance copy of this proposal and returning same to Seller, and upon execution of this proposal by an authorized representative of Seller, this proposal shall become a binding contract. In the event that Purchaser submits their own Purchase Order in lieu of accepting this proposal, no contract shall be formed until Seller shall submit to Purchaser, Sellers acknowledgement, in which event a contract shall thereupon become effective, subject to the terms and conditions of said acknowledgment. Seller rejects all additional or different terms in any of the Purchasers forms or documents.
- 2. Payment:** Customer shall pay HECI the full cost as set forth in HECI's documentation. Unless HECI's documentation provides otherwise, all taxes, duties or other governmental charges relating to the goods and services provided shall be paid by Customer. If HECI is required to pay any such charges, Customer shall immediately reimburse HECI. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 11/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of HECI's reasonable costs (including attorney's fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- 3. Delivery:** Unless otherwise specified, delivery shall be FOB Factory. Any delivery date set forth in this proposal is approximate. Seller recognizes the desirability of making delivery promptly. However, Seller shall not be responsible for any loss or damage resulting from any delay in delivering or failure to deliver the equipment (as used herein "equipment refers to all equipment, materials, accessories and/or parts which Seller proposes to sell hereunder) where such delay or failure is caused by fire, flood, natural causes, labor trouble (including strikes, slowdowns and lockouts), war, Government regulations, riots, civil disorders, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accidents, acts of God, or any other cause beyond Sellers control.
- 4. Taxes:** Prices specified herein do not include any Federal, State, or Municipal sales, excise or other taxes. Therefore, in addition to the prices specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the equipment shall be paid by the Purchaser or in lieu thereof Purchaser shall furnish Seller with tax exemption certificate acceptable to said taxing authorities.
- 5. Implied Warranties of Merchantability:** In return for purchase and full payment for Seller's products, Seller warrants each new product supplied by Seller to be free from defects in material and workmanship under normal conditions and use for a period of one year (unless otherwise specified). SELLERS OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at a location dictated by Seller) any part or parts returned with transportation charges prepaid, and which Seller's examination shall show to have been defective. Prior to return of any product or its parts, purchaser shall notify Seller of the claimed defect, and Seller shall have the privilege of examining the product at Buyer's place of business; in the event this examination discloses no defect, Buyer shall have no authority to return the product or parts (to Sellers location) for further examination or repair. All products and parts shall be to buyer FOB (from location dictated by Seller). This warranty shall not apply to any product or part which has been repaired or altered outside of Sellers control, or applied, operated or installed contrary to Seller's instruction, or subjected to misuse, negligence or accident. Seller's Warranty on accessories and component parts not supplied by Seller is expressly limited to that of the manufacturer thereof.
THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON SELLER'S PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. SELLER EXPRESSLY DENIES THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCT OR PARTS BY THE SELLER.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIMS FOR NEGLIGENCE, SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF INSTALLING OR CONNECTING OR REMOVING OR DISCONNECTING, ANY LOSS OR DAMAGES RESULTING FROM A DEFECT IN THE PRODUCT OR PARTS. SELLER WILL NOT ACCEPT ANY CHARGES FOR MODIFICATIONS, SERVICING, REPAIR, ADJUSTMENTS, OR ANY OTHER ITEM WITHOUT AUTHORITY IN THE FORM OF A WRITTEN ORDER ISSUED FROM HECI'S OFFICE, IN ADVANCE OF DOING THE WORK.

6. **Compliance With Law:** Purchaser shall be solely responsible for securing any necessary permit under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Purchaser agrees to provide Seller, upon request, evidence of the securing of any such permits and of compliance with such laws, ordinances and regulations.
7. **Indemnity:** The parties shall indemnify, defend and hold harmless one another from any claim, cause of action or liability incurred by the other as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by the indemnifying party's negligence. The indemnifying party shall have sole authority to direct the defense and settle any indemnified claim, unless the indemnified party elects to decline the right of indemnification, which it may do at any time. The obligation to indemnify is conditioned on the indemnified party: (a) promptly notifying the other party (in the case of the Customer being the indemnifying party), within the warranty period set forth in Section 5: and (b) providing reasonable cooperation in the defense of the claim. It is further understood that seller has relied upon data furnished by and on behalf of Purchaser with respect to the safety aspects of the equipment and that it is the purchasers responsibility to assure that the equipment will, when installed and put to use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons and property. Purchaser hereby agrees to defend, indemnify and hold harmless Seller, it's agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any injury or damage to the person or property caused by inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts as provided in Paragraph 5 hereof.
8. **Scope of Services:** HECI shall provide the services specifically described in Seller's Documentation during normal business hours, otherwise specified in HECI's Documentation. Services requested or required by the Customer outside of these hours will be charged at HECI's then current schedule of rates including overtime charges, if applicable, and will be in addition to the charges outlined in HECI's Documentation. Where the Customer requests additional services which are outside of the scope of work itemized in HECI's Documentation, HECI shall provide those services at its standard time and material rates and pursuant to it's standard terms and conditions then in effect, unless HECI agrees otherwise in writing.
9. **Patent Infringement:** Seller, at its own expense, shall defend any suit brought against Purchaser on the ground that use of the equipment for the purpose for which it was sold hereunder, infringes any United States Letters of Patent existing on the date of submission hereof, and shall pay the amount of any judgment that may be awarded against Purchaser in any such suit, provided and upon the condition that Purchaser shall have made all payments due for the equipment and shall (a) promptly deliver to Seller all infringement notices and other papers received by or served upon Purchaser, (b) permit Seller to take complete charge of the defense of such suit (and to settle the same if this be deemed advisable by Seller); and (c) assist in every reasonable way in the conduct of such defense. In the event that Purchaser shall be enjoined by any court of competent jurisdiction from using the equipment for the purpose for which sold hereunder on the grounds that such use infringes any United States Letters of Patent existing on the date of submission hereof, or if it is at any time established to Sellers satisfaction, upon due investigation, that the equipment infringes such United States Patent, Seller, at its option may either: (1) procure for Purchaser a license to continue using the equipment; (2) modify the equipment so as to make it non-infringing without seriously impairing its performance; (3) replace the equipment with equipment that is substantially equal but non-infringing; or (4) remove the equipment from point of installation, in which event Seller shall refund to Purchaser or owner the purchase price less depreciation at the rate of 15% per year. The forgoing sets forth Sellers entire liability to Purchaser for patent infringement based on the possession and the use of the equipment by Purchaser, it being understood and agreed that the aforesaid obligations of Seller do not extend to, and are not applicable in the case of, any patent infringement claims directed to a method or process.
10. **Prices:** This proposal is valid for a period of 30 days from the date hereof. If this proposal should become a binding contract as herein above provided, the prices set forth herein are firm for 12 months from the date this proposal becomes a binding contract, providing drawings are returned approved within 30 days after issuance, and providing Seller is released to ship the equipment as soon as possible.
11. **Limitation of Liability:** Notwithstanding anything else to the contrary, Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages and Seller's total liability under the warranty and under the agreement to purchase the equipment, arising at any time from the sale or use of the equipment shall not exceed the purchase price paid for the equipment. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory.
12. **Force Majeure:** Under no circumstances shall either HECI or Customer have any liability for any breach (except for payment obligation) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
13. **Changes:** HECI shall not implement any changes in the scope of services described in HECI's Documentation unless Customer and HECI agree in writing to the details of the change and any resulting price, schedule or other modifications. This includes any changes necessitated by a change in law.
14. **Cancellation:** Either party may terminate the services specified in HECI's Documentation by providing prompt written notice to the other party. If Customer cancels or suspends its service order for any reason other than HECI's breach, Customer shall pay

HECI for work performed prior to cancellation or suspension and any other direct costs incurred by HECI as a result of such cancellation or suspension including HECI's anticipated profit.

- 15. **Ownership of materials:** All devices, equipment (other than the goods), designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by HECI in connection with services provided, and all related intellectual property rights (including without limitation those associated with the Goods), shall remain HECI's property. HECI grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the Goods supplied and the equipment serviced. Customer shall not disclose any such material to third parties without HECI's written consent.
- 16. **Title:** Title to equipment specified herein and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full by customer.
- 17. **Risk of Loss:** The risk of loss or damage to the equipment is on Purchaser, from and after delivery to Purchaser or to carrier for shipment to Purchaser.
- 18. **Disclaimer of Consequential Damages, Liquidation, or Penalties:** Seller shall not be liable for consequential damages. Consequential damages for the purpose of this agreement shall include, but not be limited to, loss of use, income or profit, or loss or damage to property including, but without limitation, products manufactured, processed or transported by the use of the equipment, occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Seller shall not be liable for any penalty or liquidated damages based upon or relating to failure or inability to ship within a specified time. Notwithstanding anything else to the contrary, as mentioned in Paragraph 11 hereof, seller's total liability under the warranty and under the agreement to purchase the equipment, arising at any time from the sale and use of the equipment shall not exceed the purchase price paid for the equipment.
- 19. **Miscellaneous:** If these terms are issued in connection with a government contract they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by HECI comprise the complete and exclusive statement of the agreement between the parties (the "agreement") and supersede any terms contained in Customer's documents, unless separately signed by HECI. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this Agreement. If any of these terms are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without HECI's prior written consent. The agreement shall be governed by the laws of the State of Kansas without regard to its conflict of Laws provisions.

Contract:

This proposal and the Purchaser's acceptance shall not become a contract until approved by an authorized official of Haynes Equipment Co., Inc., and when so approved, shall constitute the entire agreement between the parties hereto, and no change or variation of the terms and conditions herein will be accepted by or be binding on Haynes Equipment Co., Inc.

The undersigned Buyer acknowledges all terms of this proposal and agreement and acknowledges receipt of a complete and correct copy of same.

For Buyer

For Seller

Buyer Certifies that the Bonding Company covering payment of this obligation is:

Name _____

Submitted this 17th day of

Street _____

April, 2020

City, State & Zip Code _____

By: Tyler Gray

For Haynes Equipment Co., Inc.

Order Acceptance

Accepted This _____ day of _____, 20__

Approved at Olathe, Kansas _____ day of

(Buyer) _____

_____, 20____

By: _____
(Title)

By: _____
For Haynes Equipment Co., Inc. (Title)

Note: If Buyer is a corporation, its duly authorized officer should sign giving his/her official title; if a partnership, its firm name should be signed by a partner who is authorized to sign and such partner should also sign his/her individual name.

15725 Pflumm Road
Olathe, Kansas 66062
Phone: 913-782-4962
Fax: 913-782-5894
Web: www.haynesequip.com
Email: tgray@haynesequip.com



May 26, 2020

TO: Clearwater, KS

Ref: ISCO Signature Area Velocity Meter Plant #2

Haynes Equipment Company, Inc. is pleased to offer the following equipment on the above referenced project. For your consideration our quotation is as follows:

<u>Section</u>	<u>Description</u>	<u>Price</u>
----------------	--------------------	--------------

(1) 68-4350-000

Signature® Area Velocity flowmeter system. Starting price includes base meter 624300005, TIENet 350 area velocity sensor with 32.8 ft (10 m) cable, instruction manual, pocket guide, and coupon for ISCO Open Channel flowmeter Handbook. The price will change as configured options are added to meet customer specifications. Configured options may include mounting hardware, cable lengths, power, I/O, interfaces, communication, totalizer, and rain gauge connector.

(1) 60-4304-092

Signature® desiccator assembly with desiccant and air fitting.

(1) 60-4304-029

Sensor carrier for attaching low profile area velocity sensor to ISCO mounting rings or sensor mounting plate.

(1) 60-4304-084

Power cord, 8 foot (2.5 m) long, for North America. Includes cord grip fitting (604304022).

(1) 68-3200-010

Spring Ring for 12 inch diameter pipe.

FREIGHT INCLUDED

Total Price:

\$4,694.00

OPTION:

One (1) Day Start-Up.

\$1,200.00

PLEASE MAKE PURCHASE ORDER OUT TO TELEDYNE ISCO

PLEASE NOTE:

- 1) Please read carefully the detailed information regarding our quotation.
- 2) All equipment is quoted FOB Point of Origin, full freight allowed to jobsite.
- 3) Sales and/or use taxes are NOT included.
- 4) Manufacturer's field services, submittals and warranty shall be in accordance with the Contract documents.

ITEMS NOT INCLUDED: Anything not described above, sales and/or use taxes, permits, fees, storage, installation, mounting, assembly, wiring, electrical, electrical power, field wiring, wiring terminations, disconnect switches, pipe piping, fittings, mechanical, concrete, paint, field painting, water supply, lubricants, anchor bolts (unless specifically called out), etc.

Thanks,

Tyler Gray

**City of Clearwater
City Council Meeting
September 18, 2020**

Consider Agreement with Sedgwick County for Rapid Response Vehicle Program

Context: Sedgwick County has begun its Clearwater Rapid Response Vehicle program and has submitted an agreement outlining the expectations and responsibilities of each party in the execution of the program.

The County has been added as an additional insured to the City's insurance policy (Section 9).

Financial: There are no financial considerations for this agreement.

Legal Considerations: The City Attorney has reviewed the document.

Recommendations/Actions: Approve the agreement with Sedgwick County.

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (“Agreement”) is made and entered into this _ day of _____, 2020, by and between the City of Clearwater, Kansas, (“City”), and Sedgwick County, Kansas (“County”).

BACKGROUND

WHEREAS, City and County have a mutual interest in establishing an EMS Post within the City of Clearwater for the mutual benefit of both parties to this Agreement; and

WHEREAS, County desires to establish a twelve hour per day, seven day per week Advanced Life Support (“ALS”) Rapid Response unit in the City to serve the City and the surrounding rural area, and

WHEREAS, City understands that this ALS Rapid Response unit is a County resource subject to needs set forth by the County, and

WHEREAS, County will not extend any direct charges to the City of Clearwater for medical support provided to the Clearwater community via the ALS Rapid Response unit of the ambulance service, and

WHEREAS, City agrees to provide parking space to County for an ALS Rapid Response unit in the City of Clearwater and County desires to have a parking space for an ALS Rapid Response unit; and

WHEREAS, the City is the owner of property within the City of Clearwater with an address of, 319 W. Ross Ave. (the “Premises”) that is suitable to park an ALS Rapid Response unit by County.

NOW, THEREFORE, for and in consideration of the establishment of an ALS Rapid Response unit, the premises and use provided herein and the mutual covenants recited herein, City and County do mutually agree as follows:

1. Use. City agrees, on a non-exclusive basis, to provide access to the Premises to County for the purpose of being used to park an ALS Rapid Response unit, and for on-duty County employee to use in conjunction therewith. County understands that City uses Premises for an emergency services building and that the City retains control of use of the facility. City understands that the ALS Rapid Response unit will ultimately be subject to the direction of the EMS Director in matters relating to staffing and implementation.

2. Rent. In exchange for the foregoing use of the Premises, the City shall not extend any direct charges to the County for the foregoing use.

3. Term. The term of this agreement is for a period of five years from the date of execution of this Agreement. This agreement automatically renews for additional periods of one year unless either party to this agreement provides notice to the other party of the intent to terminate this MOU.

4. Terms and Conditions. The following are the terms and conditions for the operation of the ALS Rapid Response unit pursuant to this MOU.

A. County will endeavor to have a paramedic report to post each day according to the established EMS staffing schedule.

B. County will dispatch medical calls in accordance with established Emergency Medical Dispatching protocols and the EMS Standard Operating Guidelines.

C. County agrees to submit a quarterly report to the City Administrator and the County Manager with the following data: 1) ALS Rapid Response unit call volume and response time data; 2) ambulance call volume and response time data; and the number of ambulance transports for calls within the City of Clearwater.

5. Assignment. It is agreed between the parties that this agreement cannot be assigned without the consent of the other party to this Agreement.

6. Modifications to Premises. Any modifications to the Premises by County must be approved in advance by City, which approval shall not be unreasonably withheld, and will be done at the sole cost of County.

7. Termination. This Agreement can be terminated by either party upon 30 days advanced written notice to the other party.

8. Indemnification. City and County agree to indemnify and hold harmless the other party from any loss, liability, damage, cost or expense arising from damages pertaining to the use of the leased premises arising out of the negligence or willful use of the premises by the other party to this Agreement.

9. Insurance. City agrees to maintain insurance on the building and list County as an additional insured to the limits of the Kansas Tort Claims Act.

10. Notices. All correspondence between City and County shall be given in writing to:

City: City Manager/Mayor
129 E. Ross, City Hall
Clearwater, KS 67026

County: Sedgwick County EMS Director
1015 Stillwell
Wichita, KS 67213

Sedgwick County Counselor
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

KELLY B. ARNOLD, County Clerk

PETER F. MEITZNER, Chairman
Commissioner, First District

APPROVED AS TO FORM:

CITY OF CLEARWATER

MICHAEL D. PEPOON
County Counselor

BURT USSERY, Mayor
City of Clearwater

**City of Clearwater
City Council Meeting
September 18, 2020**

Consider Ordinance 1060 to Modify the Utility Billing Business Hours

Context: The current ordinance (Sec. 36-29) for utility billing (water, sewer, trash, etc.) states a bill is delinquent if not received in City Hall by 5:00 pm on the 10th of the month succeeding the month in which the service was rendered. If the 10th falls on a weekend or holiday, it is due by 5:00 pm on the following business day.

In an effort to be more accommodating to citizens, Staff is requesting to change the business hours to read: a bill is delinquent if not received in City Hall by 7:30 am on the first business day following the 10th of the month.

In 2020, this change would have allowed an additional 14 ½ hours for citizens to pay their utility bill in 7 out of 12 months. Citizens would have an additional 62 ½ hours in 3 of 12 months (when the 10th falls on a Friday). In two of the months (when the 10th falls on a weekend or holiday) Citizens would have to pay their bill 9 ½ hours quicker.

Financial: The City may see a slight decrease in revenue generated through late fees. The City Clerk will provide data on what that would look like for 2020.

Legal Considerations: The City Attorney has the ordinance for review.

Recommendations/Actions: Approve Ordinance 1060 modifying the utility billing business hours.

ORDINANCE NO. 1060

AN ORDINANCE AMENDING PARTS OF THE CITY OF CLEARWATER CODE AT Section 36 AND ORDINANCES 863 SETTING ESTABLISHING BUSINESS HOURS FOR RECONNECTIONS, DISCONNECTIONS AND DELINQUENT PAYMENTS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, SEDGWICK COUNTY, KANSAS, THAT:

Section 1. Amending Section 36-25 (d) and 36-29 (b) and (f) of the Code

Section 36-25 (d) of the Code of the City of Clearwater, Kansas is hereby amended to read as follows:

Section 36-25 CONNECTIONS; DISCONNECTIONS.

(d) Payments for disconnection will only be accepted at city hall. No city employee shall accept payment outside of city hall. Connection of water service for a new service or for non-payment of an account will take place at city hall during business hours. Service will not be reconnected unless a person 18 years of age or older is present at the residence. If water is re-connected by someone other than a city employee without the city's approval the occupant can be charged with theft of services in municipal court.

Section 36-29 DELINQUENT PAYMENTS

(b) *When account becomes delinquent, penalty.* Any such account, which remains unpaid for ten days after the due date, shall constitute a delinquent account. A ten percent penalty shall be added to any such delinquent account if not paid by 7:30 a.m. the first business day following the 10th of the month.

(f) *Disconnection; reconnection.* On the date designated in such notice or subsequent thereto, the department shall be authorized to discontinue and disconnect water for any customer who continues to be delinquent of the payment of the water bills and penalties. Whenever any service has been discontinued or disconnected because of failure to pay delinquent charges, the same shall not be resumed until all accounts have been paid in full together with a reconnection charge as provided in the city fee schedule in the office of the city clerk. There is an extra charge as provided in the city fee schedule if water is reconnected after business hours or on holidays

Section 2. Effective Date

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

Passed by the City Council this 22nd day of September 2020.

Approved by the Mayor this 22nd day of September 2020.

SEAL

MAYOR, BURT USSERY

ATTEST:

CITY CLERK, COURTNEY MEYER

**City of Clearwater
City Council Meeting
September 18, 2020**

Approve Quote for Phase 2 of PD Remodel

Context: The Police Department is requesting approval of a quote from Van Asdale Construction in the amount of \$11,603 to begin phase 2 of the department remodels.

Van Asdale Construction was the low bid for phase 1 and phase 2 when submitted in January 2020. The Governing Body approved phase 1 and tabled phase 2 as we did not have the funds to complete both at that time. The funds are now available and after a couple of change orders in phase 1, the quote for phase 2 has decreased from \$17,700.00 to \$11,603. Van Asdale is almost complete with phase 1 and since they are familiar with the project and its scope, staff is requesting their revised bid for phase 2 be approved.

Financial: The Police Department has the funds available in equipment reserve.

Legal Considerations: Advise as necessary.

Recommendations/Actions: Approve the quote from Van Asdale Construction in the amount of \$11,603 to complete phase 2 of the PD remodel.

September 15, 2020

City of Clearwater
100 S. Lee
Clearwater, KS 67026
Attn: Kirk Ives

PROPOSAL

Project: Phase 2
109 S. Lee
Clearwater, KS

We propose to furnish all material, labor, and permits for the following described work scope.

Work scope:

New Interview Room and Storage Area

- Wall infill at shower in new Interview room.
- Make repairs to Interview/Storage Room walls from plumbing removal.
- Add 2.8 x 6.8 x S.C. door to new store room.
- Paint Interview and Store Room.
- Repairs to suspended ceilings.
- Skim over existing ceramic flooring and install owner supplied carpet. Install new vinyl base.
- Relocate 2-way mirror to Interview Room.

Evidence Room

- Install CMU block at inside of two windows. Block to go up to ceiling height. Prime and paint new block.
- Install obscure glass panels in these two windows.

New Chiefs Office

- Remove approx. 15 l.f. of wall section.
- Salvage carpet to infill at Interview Room.
- Repair suspended ceilings this area.
- Install salvaged door.
- Infill door opening/patch repair walls from demo.
- Paint all walls affected by construction.
- Install owner provided carpet. Install new vinyl base.
- Relocate light switch and 4 outlets to new walls.

Total - \$ 11,603.00

Alternate

Interview Room

- Remove suspended ceiling.
- Frame/drywall new hard pan ceiling.
- Paint drywall ceiling.
- Install 2 LED dimmable puck lights.

Total - \$ 2,935.00

- Owner responsible for any new door hardware.
- Owner responsible for all plumbing.

Thank you,

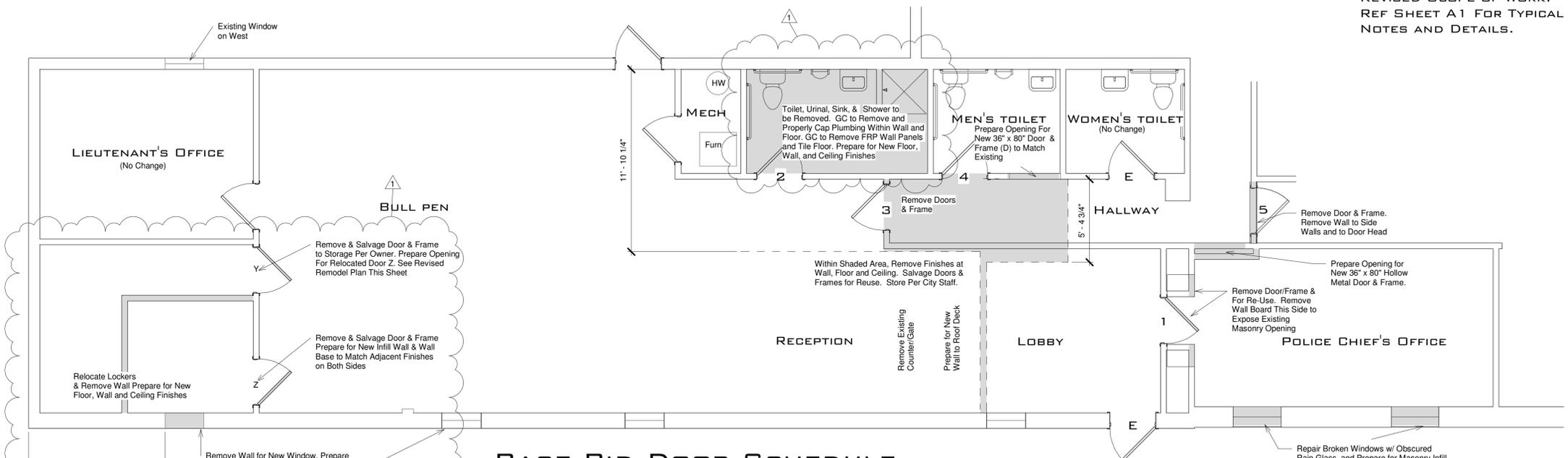
Jeff Van Asdale
Van Asdale Construction, LLC



RANDAL STEINER ARCHITECT, P.A.
 565 WESTSHORE DR
 WICHITA, KS 67209
 PHONE: 316-641-4670
 WEB: RSAARCHITECT.COM
 RANDAL@RSAARCHITECT.COM

Revision Schedule	
Revision Number	Revision Date
1	8/14/2020

DRAWINGS THIS SHEET SHOW REVISED SCOPE OF WORK. REF SHEET A1 FOR TYPICAL NOTES AND DETAILS.



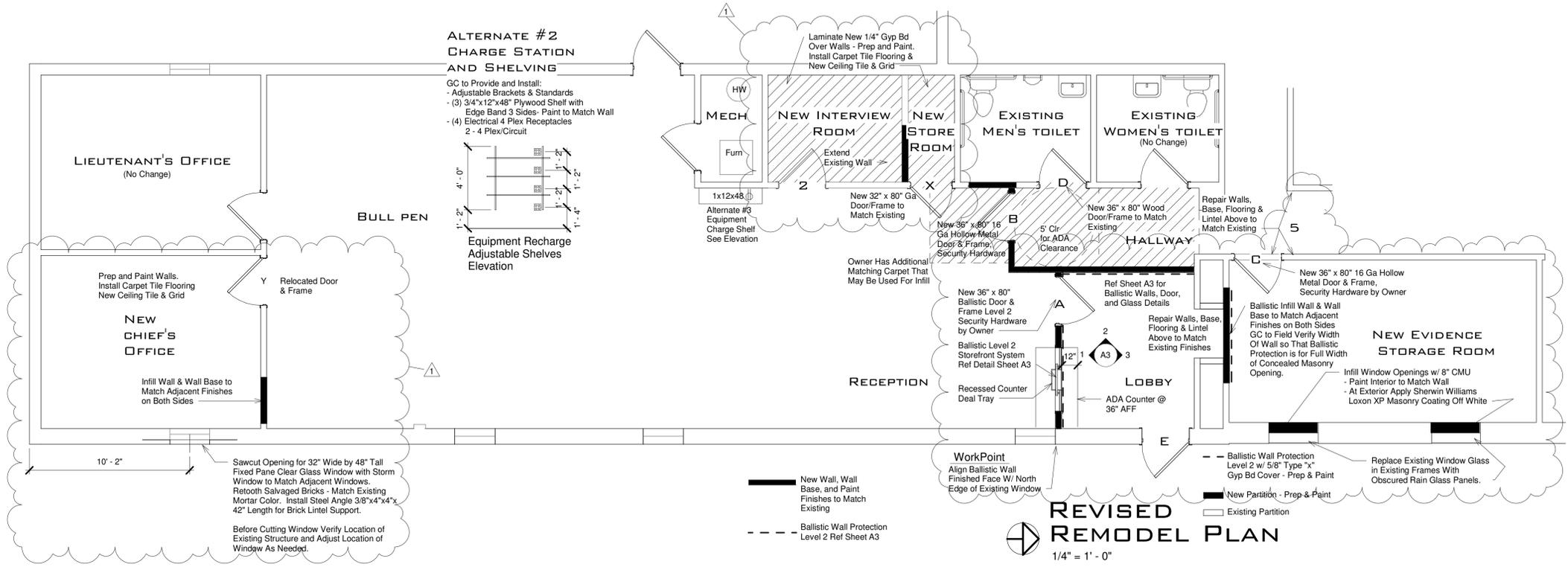
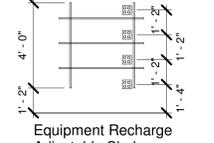
BASE BID DOOR SCHEDULE

Mark	Door Size	Door & Frame Material	Hardware Function	Notes
E	36" x 80"	Existing Storefront		No Change
1	36" x 80	Existing		No Change
2	36" x 80	Existing		No Change
3	36" x 80	Existing		Remove Door and Frame to City Storage
4	36" x 80	Existing		Remove Door and Frame to City Storage
5	36" x 80	Existing		Remove Door and Frame to City Storage
A	36" x 80	Ballistic Level 2	Security	Lever Handle Required
B	36" x 80	16 Ga Hollow Metal	Security	Lever Handle Required
C	36" x 80	16 Ga Hollow Metal	Security	Lever Handle Required
D	36" x 80	Solid Core Wood	Privacy	Match Existing Lever Handle Appearance
X	32" x 80	Solid Core Wood	Storeroom	Match Existing Lever Handle Appearance
Y	36" x 80	Existing		Remove Door and Frame to City Storage
Z	36" x 80	Existing		Relocate and Reverse Door and Frame to Door Y Location

REVISED DEMOLITION / EXISTING PLAN
 1/4" = 1' - 0"

ALTERNATE #2 CHARGE STATION AND SHELVING

- GC to Provide and Install:
 - Adjustable Brackets & Standards
 - (3) 3/4"x12"x48" Plywood Shelf with Edge Band 3 Sides- Paint to Match Wall
 - (4) Electrical 4 Plex Receptacles
 - 2 - 4 Plex/Circuit



REVISED REMODEL PLAN
 1/4" = 1' - 0"

Revised Remodel Plan
 Clearwater Police Department

109 Lee Avenue
 Clearwater, Ks 67026



SHEET B1

Special Purpose Vehicle Discussion Points from Council

Safety flag - The issue you've heard me mention before are Golf Carts that lack a roof. They're incredibly difficult to see, particularly with tall vehicles that are very prevalent in Clearwater. I would suggest adding an equipment requirement in addition to KSA 8-1717 that includes what Amazon and Walmart refer to as a "bicycle safety flag". It's a \$10 fix. The ones I see come in 5' and 6' styles. I'd say the requirement is that they must be a minimum of 60" off the ground. I believe they're usually reflective, but the text I'm seeing online doesn't specifically state that. If you use the Walmart link below, you'll also see that they have ones with patterns or designs (flames). Foreseeing a potential for someone to fly a political flag, the Jolly Roger, or some other "flag" that doesn't really meet the visibility intent, we should probably consider saying "orange and reflective".

<https://www.walmart.com/search/?query=bicycle%20flag>

I think these flags might also be useful for Chief's golf cart body mod issue where people think they see a CJ Jeep on the road, but really it's a golf cart. We could add the same requirement for a flag to SPV's that have been given a body modification to resemble a different vehicle type. Or just blanket require them across all golf carts and UTVs regardless of body mods or roofs.

I'm a strong proponent of the SMV emblem on golf carts and UTVs. Micro trucks already have a full array of lights, turn signals, etc so I'm not sure there's a need there. But again, you could blanket require it if that's easier.

I do believe they need to be mounted properly. 8-1717 refers to that standards body, and their standard doesn't appear to be freely available. We may have to write the basics of what proper mounting is into our ordinance. Rear-facing, all sides of the emblem are visible, dimensions of the emblem, composition of the emblem (reflective), height off the ground, etc. Here are the notes I made earlier on the KSA and the standards body:

Slow Moving Vehicles (SMV) emblem (placard)

Defined In KSA 8-1717e-g

Defers mounting compliance to standard S276.2 of the American society of agricultural engineers

Now known as American Society of Agricultural and Biological Engineers (ASABE)

ISSUE: Height above the ground.

Hawaii, minimum 3' and maximum 5' above the ground

QUESTION: Can city ordinance override mounting requirements referenced by state statute?

QUESTION: Would we even want to override it?

NOTE: Agricultural Machinery Illumination And Safety Act (AMISA) of 2012

Took effect 6/22/2017

Any equipment sold after effective date must comply with ASABE S279 & S390

Prior equipment sales are grandfathered in, for now.

Speed limits - I asked the Chief last night if there were any actual requirements for how much of a speed limit drop we could make, or if that's just one of the urban myths that won't go away. He's not sure but he's going to check. That would dictate whether or not we can change the speeds to allow for golf carts to reach the HS and Cemetery. I'm not opposed to the cemetery, but the HS is still a concern. We or the school could always narrow that usage down later if need be I suppose. I think providing a map of where golf carts are allowed could be useful for people too. It's not the city's responsibility to tell people; they're responsible for knowing the laws. But it's a small effort to put it out there, and people can't say they didn't know that way.

Age limits - This Dept of Revenue page was very helpful with the assorted Driver's License categories:

<https://www.ksrevenue.org/dovgdl.html>

<https://teendriving.aaa.com/KS/teens/learning-to-drive/licensing-state-laws/>

By far the most restrictive is a DL with an Instruction restriction. That one requires a licensed adult 21+ in the front seat at all ages, including 17 and up.

I imagine most people around here would either for for DL's with Farm or Restricted "restrictions" again. Both of these have a More restricted and Less restricted category that opens some things up. Both key off of age, how long the license has "been held", and if a 50-hour affidavit (of parental instruction including I think 10h of night time driving) has been turned in. I'm not sure if they print a new license each time a kid graduates from one level to the next; I don't think they do because of the wording on this page.

The More restricted allows to/from school driving only on days that school is in session, and only for school attendance. Ie, a Saturday football practice, or Friday night football game are not permitted. And it only allows sibling passengers. Less restricted opens that up to to driving anywhere for any purpose between 5am to 9pm, school whenever, siblings, and max 1 non-sibling passenger under 18.

I say it that way because the best I can tell all of these are forms of Valid Driver's Licenses. Some just have restrictions.

BTW, the DL only becomes a full Unrestricted license at 16.5 if they have gone all the way through the Instruction permit AND Restricted process and held the Less Restricted license for 6 months, making it a possible 16.5. But it they only if they do the prior level of licensure. Otherwise it's not a full license until 17.

All that said, I don't think we have to codify that ourselves. I vote we make reference in the ordinance to the statute-controlled driver's license restrictions. That way if they make change to ages, or time limits, or whatever, our ordinance is still valid. Something like "valid state-issued driver's license, honoring the restrictions imposed by the state."

Or take a card from Andover and simply set a hard limit of "valid **unrestricted** driver's license" which would effectively make it 16.5 at the earliest, or 17 for everyone else.

<https://www.andoverks.com/419/Special-Purpose-Vehicle-Guide>

Child safety seats, seat belts, age limits - Mulvane appears to have the most extensive text on this.

https://www.mulvanekansas.com/egov/documents/1501769961_47139.pdf

- No child under 4
- Between 4 - 8 they have to meet the height/weight reqs or be in a child seat per KSA 8-1344
- All ages are required to use a lap belt

If our goal is embracing safety, this could be something we may need to make use of. I saw a red golf cart fly by on my way home last night. I'm a good judge of speed and it was going at least 30 on Janet. It had 2 little girls on the back in the rear-facing seats. I couldn't tell if they were strapped in or not. If parents today make kids wear a helmet when biking at 10mph, some sort of restraint isn't out of line in my opinion. As a school bus driver, we were required to put 4th graders in seats that didn't meet the height/weight requirements.

Perhaps it could be age dependent too. Any minor must have a seat belt. I'm not sure I buy the notion that getting thrown is better than getting rolled. Golf carts don't weigh that much. And getting thrown is highly probable for a head injury. Chief had thoughts on that last night too.

I'm not saying we have to include this, but the Mulvane language is something to consider if the Council wants to really embrace safety precautions.

Night operation - Honestly, I do not see allowing our least visible vehicles to be used at the hardest to see time of day as enhancing or embracing safety. Especially when we've talked before in meetings about how our streets are dimly lit, and talked repeatedly and at length about concerns over the safety factor of having an electronic sign as the 4-way or park. You guys were talking about that last year in fact. And we've talked multiple times about Co-op trucks or PCCA trucks driving through town, especially at the 4-way.

The original statute was written to prohibit after dark operation for golf carts, and that's what our ordinance was written to support. Technically they should not be used on the streets after dark today. Looking at our ordinance, work-site utility vehicles, they are permitted after dark with "lights as required for motorcycles by law." I think we should either cite the KSA, or articulate the specific requirements: head lights (KSA 8-1717), tail lights, side lights, reflectors(?), turn lamps, etc. KSA 8-1804

I think if we continue to allow UTVs after dark, I think we need to specifically require a windshield.

If we elect to open up golf carts for use at night, I think we need to articulate the lighting, windshield, reflector requirements. Perhaps night time operation requires a flag, and it has to be reflective. That's at least something. UTVs generally have some lights on top. I haven't seen a golf cart that does yet.

Mirrors - Andover requires at least 1 mirror on all SPVs. Could be useful.

Mulvane has good text on keeping SPVs off of walking paths, sidewalks, grass, etc in Article II.

Mufflers - Andover makes a muffler reference to KSA 8-1739. It doesn't say "stock" but it's still a legal reference. We could cite that and then expand upon it with something about stock and not enhanced.

Seating - Statute limits golf carts to 4 seats. And it says "designed to" 4 seats. So the 6-seat golf carts can't be permitted until statute changes. KSA 8-1495

Signage - I think your idea of signs on the public green spaces to warn off SPVs is a good one. The park, sports complex, walking path entrances, etc. I've seen golf cart signs before too. That could be a worthwhile caution sign to add at the entrances to town too.

We need to reference **KSA 8-222 Liability of owner for damages caused by negligence of minors under age of sixteen.**

Rose Hill - good references here. They require SMVs on all, they limit ALL SPVs to road posted 30 or less, they require a unrestricted DLs, anyone under 19 has to either wear a seat belt or helmet, all people wear seat belts if they're factory,
<http://rosehillks.citycode.net/index.html#!articleSpecialPurposeVehicles>

Mulvane - the most text. Lots of useful bits
https://www.mulvanekansas.com/egov/documents/1501769961_47139.pdf

Andover - nice website for an example, all SPVs are limited to roads posted 25 or less, no night use for golf carts but UTVs with lighting, unrestricted licenses only, seat belts, etc
<https://www.andoverks.com/419/Special-Purpose-Vehicle-Guide>
<http://andoverks.citycode.net/index.html#!artiGolfCartUtilVehiAtvS>

Cheney - pretty generic, but passed last year and allows night operation with lights.
<http://www.cheneyks.org/images/923.pdf>

Goddard - probably the least amount of text
<https://goddardkansas.citycode.net/index.html#!articleGolfCarts>

My thoughts:

- I have no problems with any of the vehicles mentioned as long as they stay on a street, no access to the park or sports complex, no driving on sidewalks, and its safe to drive our streets. If its parked at the previously mentioned locations it must be parked in a space designed for a vehicle. I think if they are parked anywhere else in the city, it should be in a space for a parked vehicle, or maybe an area set aside for those vehicles.
- I agree they must be registered with the city.
- If the vehicle is to be used at night, it must be factory equipped with lights, that is, tail lights with break lights, turn signals and headlights. I think requiring side reflectors is wise, and if they retrofit it with add-ons, they must have those inspected by the city to make sure they work. Maybe a flag can be required to make their low profile easier to see.
- All such vehicles operated during daylight only, unless it has lights as i mention above.
- They must be equipped with a slow moving vehicle sign on the rear and flag.
- They must use hand motions, if it has no turn signals, etc at all times.
- The driver must be licensed. I know this topic is of major discussion, but a license is required

- I think a strong argument can be made, and I'm in agreement the driver must be insured.
- I think, the limit on passengers is to what that vehicle is designed to carry.
- No passengers are to ride in areas designed for cargo, etc.
- If equipped with seat belts, they should be worn.
- I think drivers age limited to 18 is fair. I wouldn't go younger than 16.

Safety is of utmost concern for me, for the driver, for those riding the vehicle, for those navigating our streets with them, and for our citizens. Being able to see those vehicles is a primary concern, with parking lots being the most vulnerable areas.

I know it's easy to be reactionary in what we do. It sounds to me the ordinance we have now is just that, but I want a resolution, an ordinance that doesn't need revision every year because we're reacting, and a product we're going to enforce.

Discussion Points from last meeting

Golf Carts

- ADD – Every person operating a golf cart on the public highways, streets, roads, and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.
- ADD – No golf cart may be operated on a sidewalk, walking path, or public green space.
- ADD – No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles.
- Do we allow modified bodies?
- Do we continue to limit number of seats?

Work Site Utility Vehicles

- ADD – No work site utility vehicle may be operated on a sidewalk, walking path or public green space.
- Modify? – It is illegal to operate a work site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle; the slow moving vehicle emblem shall be of type and mounted IAW K.S.A. 8-1717 and amendments thereto.
- ADD – Work site utility vehicles must have Original Equipment Manufacturer (OEM) exhaust system.
- Do we allow the “sport” style vehicle? Under current ordinance they qualify.
- Do we restrict the length of the work site utility vehicles to not more than 135”.

ARTICLE 5. GOLF CARTS/UTILITY VEHICLES/ATV'S

18-501. Definitions.

As used in this article, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

(a) "Golf Cart" means any motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.

(b) "Work-Site Utility Vehicle" means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 135 inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials.

(c) "Micro-Utility Truck" means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(d) "All-Terrain Vehicle" means any motorized non-highway vehicle 50 inches or less in width, having a dry weight of 1,500 pounds or less, traveling on three or more non-highway tires, and having a seat to be straddled by the operator. As used in this definition, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.

(e) "Special purpose vehicle" means golf cart, work-site utility vehicle, micro-utility vehicle and all-terrain vehicle, either individually or collectively.

(Ord. 1528)

18-502. Operation of special purpose vehicles on city streets; special conditions and restrictions on operation.

(a) Golf Carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No golf cart may be operated upon Andover Road or any public highway, street, road and alley with a posted speed limit in excess of 25 miles per hour, however, that the provisions of this subsection shall not prohibit a golf cart from crossing any public highway, street, road or alley.
- (2) No golf cart shall be operated on any public highway, street, road, or alley between sunset and sunrise.

(b) Micro-Utility Trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No micro-utility truck may be operated upon Andover Road or any public highway, street, road and alley with a posted speed limit in excess of 25 miles per hour, however, that the

provisions of this subsection shall not prohibit a micro-utility truck from crossing any public highway, street, road or alley.

- (2) No micro-utility truck shall be operated on any public highway, street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(c) Work-Site Utility Vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No work-site utility vehicle may be operated upon Andover Road or any public highway, street road and alley with a posted speed limit in excess of 25 miles per hour, however, that the provisions of this subsection shall not prohibit a work-site utility vehicle from crossing any public highway, street, road or alley.
- (2) No work-site utility vehicle shall be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(d) All-Terrain Vehicles may be operated upon the public highway, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No all-terrain vehicle may be operated upon Andover Road or any public highway, street, road and alley with a posted speed limit in excess of 25 miles per hour, however, that the provisions of this subsection shall not prohibit an all-terrain vehicle from crossing any public highway, street, road or alley.
- (2) No all-terrain vehicle may be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motorcycles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(e) In addition to any equipment required by this ordinance, all special purpose vehicles shall be equipped with at least one rear view mirror.

(f) All special purpose vehicles shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

(Ord. 1528; Ord. 1532)

18-503. Same; valid driver's license required; penalty; duties and responsibilities.

(a) No person shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid, unrestricted, driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(b) Every person under the age of 18 shall be required to wear a helmet if operating or riding an all-terrain vehicle.

(c) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

(d) Every person operating a special purpose vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

(Ord. 1528)

18-504. Same; insurance required; penalty.

(a) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

(b) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

(Ord. 1528)

18-505. Same; registration and license; fee; application; inspection; penalty.

(a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the city and display a valid registration decal or tag affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle.

(b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Police Department. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number).

(c) A one-time registration fee for a special purpose vehicle shall be Twenty-Five dollars (\$25.00) and proof of insurance, as required in Section 4, shall be furnished at the time of application for registration.

(d) The registration decal or tag issued hereunder is not transferrable. In the event of sale or other transfer of ownership of a vehicle licensed under the provision of this section, the existing registration decal or tag and the right to use the numbered decal or tag shall expire, and the decal or tag shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(e) In the event a registration decal or tag is lost, stolen or destroyed, it is the responsibility of the owner and must be re-registered with a full registration fee of Twenty-Five dollars (\$25.00) before the Special Purpose vehicle may be operated on a public road.

(f) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such registration decal or tag during the time in which the same is operative.

(g) It shall be unlawful for any person to:

(1) Operate, or for the owner thereof knowingly to permit the operation, upon a public highway, street, road or alley within the corporate limits of the city a special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the registration decal or tag assigned thereto by the city.

(2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an

unclassified misdemeanor punishable by a fine of not less than \$50.00 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.

- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of any provision of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

(Ord. 1528)

18-506. Penalty.

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Article 20 of the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provision as the city may then have in effect.

(Ord. 1528)

18-507. Exemptions.

Special purpose vehicles which are owned or leased by the City or other governmental entities that are being operated for the purpose of maintaining roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the restrictions of Section 18-502 not related to equipment or lighting. Special purpose vehicles which are owned or leased by golf courses, when used for the purpose of loading and unloading of golf equipment on streets immediate adjacent to the golf course are exempt from the restrictions of Section 18-502 not related to equipment or lighting.

(Ord. 1528)

(Summary First Published in the Times-Sentinel
on the ____ day of September, 2019.)

THE CITY OF CHENEY, KANSAS

ORDINANCE NO. 923

AN ORDINANCE REGULATING THE OPERATION OF GOLF CARTS WITHIN THE CITY OF CHENEY, KANSAS BY AMENDING SECTION 114.4 OF THE STANDARD TRAFFIC ORDINANCE FOR CITIES ADOPTED BY SECTION 14-101 OF THE CODE OF THE CITY OF CHENEY, KANSAS AND REPEALING ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES OF THE CITY OF CHENEY, KANSAS.

WHEREAS, the City of Cheney, Kansas has adopted the Standard Traffic Ordinance for Cities in Section 14-201 of the Code of the City of Cheney, Kansas; and

WHEREAS, the City of Cheney, Kansas has amended certain provisions of said Standard Traffic Ordinance for Cities in Section 14-203 of the Code of the City of Cheney, Kansas; and

WHEREAS, K.S.A. 8-15,108 regulates the operation of golf carts on public streets within the state of Kansas, and was amended by the Kansas Legislature; and

WHEREAS, the City of Cheney, Kansas desires to amend Section 114.4 of the Standard Traffic Ordinance for Cities as amended by Section 14-203 of the Code of the City of Cheney, Kansas to be consistent with said changes to K.S.A. 8-15,108.

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

Section 1. Amending Section 114.4 of the Standard Traffic Ordinance for Cities by Amending Section 14-203 of the Code.

Section 114.4 of the Standard Traffic Ordinance in Section 14-203 of the Code of the City of Cheney, Kansas is hereby amended to read as follows:

“Sec. 114.4. Golf Carts.

(a) Golf carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the City of Cheney, Kansas; provided, however, that no golf cart may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour. No golf cart shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit greater than 30 miles per hour.

(b) No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles.

(c) Every person operating a golf cart on the public highways, streets, roads and alleys of the City of Cheney, Kansas shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.”

Section 2. Repeal.

All ordinances or parts of ordinances in conflict herewith are hereby repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 3. Effective Date.

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

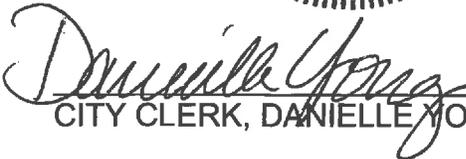
Passed by the City Council this 12th day of September, 2019.

Approved by the Mayor this 12th day of September, 2019.

SEAL

ATTEST:




CITY CLERK, DANIELLE YOUNG


MAYOR, LINDA BALL

ARTICLE 14. GOLF CARTS

14-1401. Operation of golf carts.

(a) Golf carts may be operated upon the public streets, roads and alleys within the corporate limits of the city; provided, however, that no golf cart may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour provided, however, that the provisions of this subsection shall not prohibit a golf cart from crossing a street with a posted speed limit greater than 30 miles per hour. No golf cart shall be operated on, or cross, any interstate highway, federal highway or state highway.

(b) No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise.

(c) Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

(Ord. 790)

14-1402. Valid driver's license required; penalty.

No person shall operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(Ord. 790)

14-1403. Definition.

"Golf cart"-means a motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be operated at not more than 25 miles per hour and is designed to carry not more than four persons, including the driver.

(Ord. 790)

14-1404. Penalty.

Unless specifically provided herein, a violation of this article shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.

(Ord. 790)

14-1405. Display of slow-moving vehicle emblem.

(a) It shall be illegal to operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle.

(b) For the purpose of this section, “slow-moving vehicle emblem” has the same meaning as contained in K.S.A. 8-1717, and amendments thereto.

(c) The slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

(Ord. 790)

14-1406. Insurance required; penalty.

(a) Every owner of a golf cart shall provide liability coverage in accordance with Section 200 of the Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

(b) All provisions of Section 200 of the Standard Traffic Ordinance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of golf carts.

(Ord. 790)

14-1407. Registration and license; fee; application; inspection; penalty.

(a) Before operating any golf cart any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the golf cart. The license fee shall be fifty dollars and no cents (\$50.00) per calendar year, payable in advance to the City Clerk. The full amount of the license fee shall be required regardless of the time of year that the application is made.

(b) Application for registration of a golf cart shall be made by the owner, or owner’s agent, in the office of the City Clerk. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner’s residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable). Proof of insurance, as required in Section 14-1406 shall be furnished at the time of application for registration.

(c) Prior to the issuance of the registration and license, each applicant for a golf cart license shall first present such vehicle for an official inspection. If, upon inspection and completion of the registration application, such vehicle is found to be in safe mechanical condition, and upon establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be accounted for and then filed in the police department. The inspection fee shall be fifty dollars and no cents (\$50.00) per calendar year, payable in advance to the City Clerk. The full amount of the license fee shall be required regardless of the time of year that the application is made.

(d) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such licenses during the time in which the same is operative.

(e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any vehicle license under the provisions of this section. the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a license is lost or destroyed, the City Clerk, upon proper showing by the licensee and the payment of a fee of twenty-five dollars and no cents (\$25.00), shall issue a new license in accordance with the provisions of this section.

(g) It shall be unlawful for any person to:

- (1) Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road, highway, or alley within the corporate limits of the city any golf cart, as defined herein, which is not registered and which does not have attached thereto and displayed thereon the license assigned thereto by the city for the current registration year.
- (2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$_ and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any other mark of identification upon any work-site utility vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any golf cart not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of any of the provisions of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

(Ord. 790)

Chapter 315

TRAFFIC RULES

ARTICLE I

Use of Roadway

Section 315.010. Regulation and Restrictions on Use of Controlled Access Highways and Facilities. [CC 1985 §13-712; Ord. No. 1241 §3, 10-2-2006]

- A. The local authorities may regulate or prohibit the use of any controlled access highway or facility within their respective jurisdictions by any class or kind of traffic which is found to be incompatible with the normal and safe movement of traffic.
- B. The local authority adopting any such prohibition shall erect and maintain official traffic control devices on the controlled access highway or facility on which such prohibitions are applicable, and when in place, no person shall disobey the restrictions stated on such devices. Violation of this Subsection (B) is a misdemeanor.

Section 315.011. Truck Traffic Prohibited/Truck Route Designated. [Ord. No. 1023 §13-713, 2-17-1997; Ord. No. 1241 §3, 10-2-2006]

- A. *Definition.* For the purpose of this Section, the word "*truck*" shall mean any vehicle designated or operated for the transportation of property, and whose empty body weight exceeds sixteen thousand (16,000) pounds.
- B. *Application Of Regulation.* No trucks shall be operated over and along any of the streets hereinafter designated in this Section over which truck travel is prohibited, except, however, that this Section shall not prohibit:
 - 1. The operation of trucks upon any street where necessary to the conduct of business at a point of origin or at a destination point, provided streets upon which such traffic is permitted are used until reaching the intersection nearest the destination point or the point of origin;
 - 2. The operation of emergency vehicles upon any street in the City;
 - 3. The operation of trucks owned or operated by the City public utilities or public utilities franchised by the City, or any contractor or material person, while engaged in the repair, maintenance or construction of public utilities, or in the repair, maintenance, construction, or improvement of streets;
 - 4. The operation of trucks upon any established detour in any case where such truck could lawfully be operated upon the street for which such detour is established.
- C. *Truck Route Designated.* The designated truck route within the City limits of Mulvane shall

be K-15, K-53, and Rock Road.

- D. *Truck Travel Prohibited.* Truck travel is hereby prohibited within the City on the following streets, avenues, highways and public ways:
1. All streets, avenues, highways, and public ways except those streets designated as Highway K-15, K-53, and Rock Road.
- E. *Truck Traffic In The City.*
1. All trucks entering the City for a destination point in the City shall proceed only over streets on which truck travel is not prohibited and shall deviate only at the intersection with a street upon which such traffic is permitted nearest to the destination point. Upon leaving the destination point, a deviating truck shall return to a street on which truck travel is permitted by the shortest possible route.
 2. All trucks entering the City for multiple destination points shall proceed only over streets on which truck travel is not prohibited and shall deviate only at the intersection with a street upon which such traffic is permitted nearest to the first (1st) destination point. Upon leaving the first (1st) destination point, a deviating truck shall proceed to other destination points by the shortest possible route. Upon leaving the last destination point, a deviating truck shall return to a street on which truck travel is permitted by the shortest possible route.
 3. All trucks on a trip originating in the City and traveling in the City for a destination point outside the City shall proceed by the shortest direction over streets on which such traffic is permitted to the corporate limits of the City.
 4. All trucks on a trip originating in the City and traveling in the City for destination points in the City shall proceed only over streets upon which such traffic is permitted.
 5. All trucks/tractors involved in the business of agriculture may use alternate routes within the City if they are unable to navigate K-53 east of the City limits regarding the railroad overpass. All farm trucks/machinery entering or exiting the City from the south or on Central Street are allowed to continue north on Central to Main Street or K-53, where they then must utilize the established truck route to continue traveling through the City of Mulvane.
 6. Any truck/trailer entering the City of Mulvane from the west may, at their option, continue north on First Street from Main, east on Mulvane to Second Street, south on Second Street to Main Street, then east on Main or K-53 to avoid any congestion caused by vehicles parking on Main Street in the centerline configuration.
- F. *Signs.* The Street Superintendent shall determine the location of signs indicating where truck traffic is prohibited. The designated truck routes identified as K-15, K-53, and Rock Road shall be clearly signed to indicate that this is the official truck route.
- G. *Penalties.* Any person who shall violate the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars (\$100.00) plus court costs, or be imprisoned not exceeding three (3) months, or be both so fined and imprisoned.

Section 315.012. Operation of Golf Carts. [Ord. No. 1348 §1, 8-2-2010]

- A. *Definition.* For the purpose of this Title and other traffic ordinances, "golf cart" shall have the same meaning as set forth in the Standard Traffic Ordinance as incorporated by reference at Section 300.010 of the Code, as the same shall be amended or may then be in effect.
- B. *Application Of Regulation.* Golf carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the City; except:
1. No golf cart may be operated upon any public highway, street, road or alley with a posted speed limit in excess of thirty (30) miles per hour.
 2. No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise.
 3. No golf cart shall be operated on any interstate highway, Federal highway or State highway; provided however, that the provisions of this Subsection shall not prohibit a golf cart from crossing a Federal or State highway.
 4. No golf cart shall be operated on any sidewalk, pedestrian walkway or bike path; provided however, that the provisions of this Subsection shall not prohibit a golf cart from crossing a sidewalk, pedestrian walkway or bike path.
 5. No golf cart shall be operated, nor shall the owner thereof knowingly permit the operation of a golf cart, upon a public highway, street, road or alley within the corporate limits of the City, unless registered with the City and having attached thereto and displayed thereon the license assigned thereto by the City for the current registration year.
 6. Every person operating a golf cart on the public highways, streets, roads and alleys of the City shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.
- C. *Driver's License Required — Penalty.* No person shall operate a golf cart on any public highway, street, road or alley within the corporate limits of the City unless such person has a valid driver's license. Violation of this Subsection is punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.
- D. *Child Passenger Limitation.*
1. No child under the age of four (4) years of age may be a passenger in a golf cart being operated under the provisions of this Section.
 2. No child between the ages of four (4) and eight (8) years and who weighs less than eighty (80) pounds or is less than four (4) feet nine (9) inches in height or who would otherwise be required to use a child passenger safety restraining system pursuant to K.S.A. Section 8-1344 or similar substitute law may be a passenger in a golf cart being operated under the provisions of this Section.
- E. *Seat Belt Requirement.* The operator and each passenger of any golf cart operated on any

public highway, street road or alley within the corporate limits of the City shall at all times be secured by a duly fastened lap belt reasonably designed to prevent falling or ejection from such vehicle under normal operating conditions. Violation of this Subsection shall constitute a traffic infraction of the operator of any such golf cart.

F. *Insurance Requirement.* Every owner of a golf cart shall provide liability coverage in accordance with the requirements of the Standard Traffic Ordinance (including Section 200 thereof) and amendments thereto, all as incorporated by reference at Section 300.010 of the Code and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto. The penalty provisions of the Standard Traffic Ordinance for failure to maintain and produce evidence of such insurance on a vehicle shall be applicable to all violations of this Subsection.

G. *Golf Cart Registration, License And Fee.*

1. Before operating any golf cart upon a public highway, street, road or alley within the corporate limits of the City and for each registration year thereafter, the golf cart shall be registered with the City and a license shall be obtained and placed on the golf cart. The license fee shall be as set forth in Section 100.240 of the Code for each registration year (which registration year shall commence each July first (1st) and end on June thirtieth (30th)). The license fee shall be payable in advance to the City Clerk or other person as may from time to time be designated. The full amount of the license fee shall be required regardless of the time of year that the application is made and no pro-rations shall apply. An application for a new license for the next registration year may be made anytime after June first (1st) of the previous registration year.
2. Application for registration of a golf cart shall be made by the owner or owner's agent in the office of the City Clerk or other person designated by the City. The application shall be made upon forms provided by the City and each application shall contain the name of the owner, the owner's residence address or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if available). Proof of insurance, as required in Subsection (F), shall be furnished at the time of application for registration.
3. Each applicant for a golf cart license shall present such golf cart for registration. If, upon presentation and completion of the registration application, such vehicle has provision for seat belts as required by Subsection (E) and after establishing proof of insurance and payment of the registration fees herein provided, a license shall be issued to the owner who shall attach it to the rear driver's side of the golf cart. The license shall be displayed and kept clean so as to be plainly visible and legible from the rear of the vehicle.
4. A license issued hereunder is not transferable. In the event of sale or other transfer of ownership of any vehicle license under the provisions of this Section, the existing license and the right to use the numbered license shall expire and the license shall be removed by the owner.
5. In the event a license is lost, stolen or destroyed, the City Clerk or other person

designated by the City, upon proper showing by the licensee of payment of fees, shall issue a new license in accordance with the provisions of this Subsection. The fee for a replacement or duplicate license shall be as set forth in Section 100.240 of the Code.

6. It shall be unlawful for any person:
 - a. To display, cause or permit to be displayed or to have in their possession, any golf cart registration receipt, license or decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered;
 - b. To carry or display any golf cart registration receipt, license or decal upon any golf cart when the same was not lawfully issued for such vehicle;
 - c. To lend or knowingly permit the use by one not entitled thereto of, any golf cart registration receipt, license or decal issued to the person so lending or permitting the use thereof;
 - d. To remove, conceal, alter, mark or deface a license number or decal or any other mark of license identification; or
 - e. Willfully or maliciously remove, destroy, mutilate or alter such license of another person during the time in which the same is in effect. A violation of this Subsection (7) shall constitute an unclassified misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

H. *Penalty.* Unless otherwise specifically provided herein, a violation of this Section 315.012 shall be deemed a Standard Traffic Ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 300.012 of the Code or such other similar provision as the City may then have in effect.

I. *Law Enforcement.* Subsections (E), (F) and (G) of this Section 315.012 shall not be applicable to Law Enforcement Officers and Public Safety Officials of the City while engaged or otherwise performing duly authorized duties in their official capacity.

ARTICLE II Miscellaneous Rules

Section 315.020. Vehicles Not to Be Driven Off Established Roads or Drives. [CC 1985 §13-1502; Ord. No. 560, 9-19-1977; Ord. No. 1241 §3, 10-2-2006]

It shall be unlawful for any person to drive or propel any automobile, motorcycle or other vehicle off any designated and clearly defined street, road or drive, any public park or any public grounds of the City other than upon the roads, streets, drives or boulevards as the same were provided for that purpose; provided however, vehicles and motorcycles may be parked in such places as are designated for that purpose by the Governing Body of the City of Mulvane and, further provided, this Section shall not apply to a vehicle driven by a person upon property owned, leased or controlled by him/her.

Section 315.021. Careless Driving. [CC 1985 §13-1503; Ord. No. 498B, 9-2-1975; Ord. No. 1241 §3,

10-2-2006]

- A. No person shall operate or halt any vehicle in such a manner as to indicate a careless or heedless disregard for the rights or the safety of others or in such a manner as to endanger or be likely to endanger any person or property. Any driver who does so shall be considered to be prima facie in violation of this Section; provided however, that this Section shall not apply to a vehicle driven by a person upon property owned by him/her.
- B. No driver, while driving, shall engage in any activity which interferes with the safe control of his/her vehicle.
- C. No person shall engage in any activity or commit any act which interferes with a driver's safe operation of a vehicle.

Section 315.022. Jake Brake Prohibited. [Ord. No. 1150, 9-3-2002; Ord. No. 1241 §3, 10-2-2006]

- A. *Definition.* The term "*Jacob Engine Brake*", commonly known as "*Jake Brake*" as used herein, means any device commonly known by that or any similar device used to slow a motor engine compression creating loud or excessive noises to be emitted through the vehicle's exhaust system.
- B. *Use Of Jacob Engine Brake Commonly Known As "Jake Brake" Prohibited.* It shall be unlawful for any person operating a motor vehicle within the City limits of the City to use a Jacob Engine Brake, commonly known as "*Jake Brake*", system installed in the motor vehicle.
- C. *Exception.* This provision shall not prevent the use of a Jacob's Engine Brake for the deceleration of any truck or truck-tractor upon failure of any other braking system such truck or truck-tractor may possess.

Section 315.023. Consumption of Alcoholic Liquor or Cereal Malt Beverages. [CC 1985 §13-1505; Ord. No. 1241 §3, 10-2-2006]

- A. No person shall consume any alcoholic liquor or cereal malt beverage while operating any vehicle upon any street or highway.
- B. Violation of this Section is punishable by a fine of not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00) or by imprisonment for six (6) months, or both.

Section 315.024. Child Passenger Safety, Restraining Systems — Program of Public Education. [CC 1985 §13-1531; Ord. No. 793, 7-7-1986; Ord. No. 1241 §3, 10-2-2006]

The Chief of Police shall develop a program of public education to promote the use of child passenger safety restraining systems. As part of this program, the Kansas Department of Transportation shall make available to Law Enforcement Officers for dissemination, information concerning child passenger safety.

Section 315.025. Sound Amplification Systems in Vehicles. [Ord. No. 1026 §10-913, 5-19-1997; Ord. No. 1174, 6-16-2003; Ord. No. 1241 §3, 10-2-2006]

- A. No person operating or occupying a motor vehicle on a street, highway, alley, parking lot

or driveway shall operate or permit the operation of any sound amplification system from within the vehicle so that the sound is plainly audible at a distance of fifty (50) or more feet from the vehicle.

- B. *Definitions.* As used in this Section, the following words shall have the meanings set out herein:

PLAINLY AUDIBLE — Any sound produced by a sound amplification system from within the vehicle, which clearly can be heard at a distance of fifty (50) feet or more. Measurement standards shall be by the auditory senses based upon direct line of sight. Words or phrases need not be discernable and bass reverberations are included. The motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot or driveway.

SOUND AMPLIFICATION SYSTEM — Any radio, tape player, compact disc player, loud speaker or other electronic device used for the amplification of sound.

- C. It is an affirmative defense to a charge under this Section that the operator was not otherwise prohibited by law from operating the sound amplification system and that any of the following apply:

1. The system was being operated to request medical or vehicular assistance or to warn of a hazardous road condition;
2. The vehicle was an emergency or public safety vehicle;
3. The vehicle was owned and operated by the City or a gas, electric, communications or refuse company;
4. The system was used for the purpose of giving instructions, directions, talks, addresses, lectures or transmitting music to any persons or assemblages of persons in compliance with this Code;
5. The vehicle was used in authorized public activities, such as parades, fireworks, sports events, musical productions and other activities which have the approval of the department of the City authorized to grant such approval.

Section 315026. Littering. [Ord. No. 1241 §5, 10-2-2006]

No person shall throw, place or drop litter or allow litter to be thrown, placed or dropped upon any public street, highway, alley, road, right-of-way, park or other public place or any lake, stream, watercourse or other body of water, except by direction of some public officer or employee authorized by law to direct or permit such acts; or upon any private property without the consent of the owner or occupant of such property. For the purposes of this Section, "*litter*" means rubbish, refuse, waste material, garbage, trash or debris of whatever kind or description and includes improperly discarded paper, metal, plastic or glass.

ARTICLE 5. SPECIAL PURPOSE VEHICLES

14-501. Definitions.

As used in this article, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

(a) “Golf Cart” means any motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.

(b) “Work-Site Utility Vehicle” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 135 inches, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more low pressure tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials.

(c) “Micro-Utility Truck” means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(d) “All-Terrain Vehicle” means any motorized non-highway vehicle 50 inches or less in width, having a dry weight of 1,500 pounds or less, traveling on three or more non-highway tires, and having a seat to be straddled by the operator. As used in this definition, non-highway tire means any pneumatic tire six inches or more in width, designed for use on wheels with rim diameter of 14 inches or less.

(e) “Special purpose vehicle” means golf cart, work-site utility vehicle, micro-utility vehicle and all-terrain vehicle, either individually or collectively.

(Ord. 588; Code 2017)

14-502. Operation of special purpose vehicles on city streets; special conditions and restrictions on operation.

(a) Golf Carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No golf cart may be operated upon Rose Hill Road or any public highway, street, road and alley with a posted speed limit in excess of 30 miles.
- (2) No golf cart shall be operated on any public highway, street, road, or alley between sunset and sunrise.
- (3) It shall be illegal to operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving emblem on the rear of the vehicle. Such slow moving emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

(b) Micro-Utility Trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No micro-utility truck may be operated upon Rose Hill Road or any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour.
- (2) No micro-utility truck shall be operated on any public highway, street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(c) Work-Site Utility Vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No work-site utility vehicle may be operated upon Rose Hill Road or any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour.
- (2) No work-site utility vehicle shall be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.
- (3) It shall be illegal to operate a work-site utility vehicle on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving emblem on the rear of the vehicle. Such slow moving emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

(d) All-Terrain Vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No all-terrain vehicle may be operated upon Rose Hill Road or any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour.
- (2) No all-terrain vehicle may be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motorcycles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(e) In addition to any equipment required by this article, all special purpose vehicles shall be equipped with at least one rear view mirror.

(f) All special purpose vehicles shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

(Ord. 588; Code 2017)

14-503. Same; valid driver's license required; penalty; duties and responsibilities.

(a) No person shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid, unrestricted, driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(b) Every person under the age of 18 shall be required to wear a helmet if operating or riding an all-terrain vehicle and shall be required to either wear a helmet or use a factory installed seatbelt if operating or riding in a micro-utility truck, work-site utility vehicle or golf cart.

(c) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

(d) Every person operating a special purpose vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

(Ord. 588; Code 2017)

14-504. Same; insurance required; penalty.

(a) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

(b) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

(Ord. 588; Code 2017)

14-505. Same; registration and license; fee; application; inspection; penalty.

(a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the vehicle. The following license fee schedule shall be used with payment made in advance to the City Clerk or their designee.

(1) January:	\$30.00
(2) February:	\$28.00
(3) March:	\$26.00
(4) April:	\$24.00
(5) May:	\$22.00
(6) June:	\$20.00
(7) July:	\$18.00
(8) August:	\$16.00
(9) September:	\$14.00
(10) October:	\$12.00
(11) November:	\$10.00
(12) December:	\$8.00

(b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Police Department. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residence address, or bona fide place

of business, a brief description of the vehicle to be registered (including make, model and serial number). Proof of insurance, as required in section 14-504 shall be furnished at the time of application for registration.

(c) Prior to the issuance of the registration and license, each applicant for a special purpose vehicle license shall first present such vehicle for an official inspection. If, upon inspection such vehicle is found to be in safe mechanical condition, and upon completion of the registration application, establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be recorded and then filed in the police department.

(d) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such license during the time in which the same is operative.

(e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any vehicle license under the provision of this section, the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(f) In the event a license is lost or destroyed, the City Clerk or their designee, upon proper showing by the licensee and the payment of a fee of Fifteen dollars (\$15.00), shall issue a new license in accordance with the provisions of this section.

(g) It shall be unlawful for any person to:

- (1) Operate, or for the owner thereof knowingly to permit the operation, upon a public highway, street, road or alley within the corporate limits of the city any special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the license assigned thereto by the city for the current registration year.
- (2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$50.00 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of any the provision of this section, shall for the first conviction thereof be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

(Ord. 588; Ord. 606; Code 2017)

14-506. Penalty.

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Article 20 of the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provision as the city may then have in effect.

(Ord. 588; Code 2017)

14-507. Exemptions.

Special purpose vehicles which are owned by the City or other governmental entities that are being operated for the purpose of maintaining roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the restrictions of section 14-502 not related to equipment or lighting.

(Ord. 588; Code 2017)

