



City of Clearwater Council Meeting Agenda
Tuesday March 10, 2020 at 6:30pm
129 E Ross Clearwater, KS 67026

- 1. CALL TO ORDER / INVOCATION AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC FORUM**
Members of the public can address the Mayor and City Council limited to not more than five minutes.
- 5. CONSENT AGENDA**
Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [02/25/20 Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
- 6. STAFF REPORTS**
- 7. BUSINESS**
 - a. [Consider Changes to Aquatic Center Staffing and Pay Scale](#)
 - b. [Consider Agreement with Weins Auction for Sale of 2006 Osage Ambulance](#)
 - c. [Consider Purchase of a New Police Vehicle](#)
- 8. ADMINISTRATORS REPORT**
- 9. GOVERNING BODY COMMENTS**
- 10. EXECUTIVE SESSION: K.S.A. 75-4319(B) (4) TO DISCUSS DATA RELATING TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUAL PROPRIETORSHIPS**
 - a. ACTION AS A RESULT OF EXECUTIVE SESSION
- 11. EXECUTIVE SESSION: K.S.A. 75-4319(B) (4) TO DISCUSS DATA RELATING TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUAL PROPRIETORSHIPS**
 - a. ACTION AS A RESULT OF EXECUTIVE SESSION
- 12. ADJOURNMENT**

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1058

Resolution: 05-2020

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**
February 25, 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; Justin Shore, Shirley Palmer-Witt, Chad Pike and Chris Griffin were present.

Yvonne Coon was absent.

The following staff members were present:

Ron Marsh, City Administrator, Courtney Meyer, City Clerk; Austin Parker, City Attorney.

Others Present: John and Ethan Hurley

3. Approval of the Agenda

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated Item 8c needed removed and an Executive Session after item 10

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

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

4. Public Forum

None

5. Approve Consent Agenda

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

Minutes: 02/11/20

Claims and Warrants 02/19/20 = \$34,720.17

Mayoral Appointment – Dena Schule – Public Building Commission term 2019 – 2023

GBN, P.A. Engagement Letter

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

6. Recreation Commission Update

John Hurley informed council that basketball just finished. There were 185 kids ranging from 1st through 6th grade that participated. Right now, they are taking baseball sign ups. The Rec Commission has also purchased pitching mounds for use at the Sports Complex for their games. Mr. Hurley also stated the rec will be paying off their portion of the football field this year. That is 3.5 years early.

7. **Staff Reports**

- a. Police Department – Jason Gearhardt – council asked if the cameras in the park are working. Staff reported they are working with SKT on a solution. Gearhardt also reported the officer Nolan will be going to the academy starting March 16th.
- b. Fire Department –Justin Patrick – Council had no questions
- c. Public Works – Ernie Misak –stated the department is discharging at the ponds now, no sample has been pulled yet. There was another vandalism at the park over the weekend. Council asked when more mulch will be put in at the park. Staff mentioned there is enough in equipment reserve now to do this year.

8. **Business**

- a. **Consider Memorandum of Understanding with Sedgwick County & USD 264 for Point of Dispensing Coordination**

Marsh explained this is coordination between Sedgwick County, USD 264 and the City to establish a point of dispensing location in Clearwater in an event there was a public health emergency. This would include disease outbreak, terrorist event or natural disaster. In Clearwater the POD will be the Clearwater Senior Center. If approved by City Council, the MOU would go to the school board for their approval.

Motion: *Shore* moved, *Palmer-Witt* seconded to enter into agreement between the School district and County and authorize the Mayor to sign the memorandum of understanding. Voted and passed unanimously.

- b. **Approve Repair Costs for Public Works Vehicle**

The Public Works 2008 F 150 Ford Pickup Truck developed engine problems. It was taken to Mel Hamblen Ford for evaluation and repair costs for an “Engine Rattle”. Diagnosis determined there was internal damage to motor with a recommendation to replace the long block, replace radiator, flush cooling system and re-install engine in the 2008 F 150 Ford Pickup Truck. Currently, it is not usable.

The new radiator comes with a 2-year unlimited warranty and the new engine block comes with a 3-year, 100,000-mile warranty. Mel Hamblen Ford said it would take one week to make the repairs.

Staff looked at prices for equivalent used vehicle with similar miles and determined that repairing the vehicle was the best solution. The total cost is \$8609.66. Staff proposes to use 50% Sewer Equipment Reserve discretionary and 50% Admin Equipment Reserve discretionary to pay for the repairs.

Palmer-Witt stated she contacted her mechanic and his opinion this was a fair price for the repair.

Motion: *Griffin* moved, *Palmer-Witt* seconded to approve Mel Hamblen to make the repairs on the truck not to exceed \$8609.66. Voted and passed unanimously.

- c. **Business Park Agreement with J. Martin**

Removed

- d. **Resolution 3-2020 Housing Incentives**

Housing incentives include: 3 Year 50% Rebate on City of Clearwater Portion of Property Taxes

and Homebuyer Cash Allowance of \$1500.

Council discussed opportunities to inform people of the incentives. Mentioned; Facebook, website, newspaper, and a way to advertise on the Highway signs.

Motion: Shore moved, **Pike** seconded adopt Resolution 03-2020 Housing Incentives. Voted and passed 2-1 (Griffin, no; Palmer-Witt, abstained).

e. **Approving the Serving of Complimentary Alcoholic Liquor or Cereal Malt Beverages for the 2020 Spring Art Walk.**

In 2015 and 2016, the Clearwater Community Foundation hosted a Spring Art Walk in various locations in the downtown area of Clearwater. At that time several of the participating businesses requested permission to provide complimentary wine and other alcoholic beverages at their place of business. The City Attorney prepared an Ordinance that was adopted by the Governing Body that allowed the serving of complimentary alcohol.

The Clearwater Chamber has made a similar request for the 2020 Spring Art Walk. The event will be held April 3rd from 6:00pm – 9:00pm in various locations. The Community Foundation Annual Art Walk has requested that the Governing Body adopt a similar resolution that would allow for the serving of complimentary alcoholic drinks.

The proposed resolution is required pursuant to KSA 41-104(i) which states that “the serving of complimentary alcoholic liquor or cereal malt beverage on the unlicensed premises of a business by the business owner or owner’s agent at an event sponsored by a nonprofit organization promoting the arts and which has been approved by ordinance or resolution of the governing body of the city, county or township wherein the event will take place and whereby the director of the alcoholic beverage control has been notified thereof no less than 10 days in advance.”

Motion: Palmer-Witt moved, **Shore** seconded adopt Resolution 04-2020 approving the serving of complimentary alcoholic liquor or cereal malt beverages for the 2020 Spring Art Walk. Voted and passed 3-1 (Griffin, no).

9. **Administrators Report**

- Kevin Bush has submitted his retirement paperwork. His last day at the City will be 3/27/20. Kevin has been with the City 37 years. A reception will be held at City Hall on March 27th from 4 – 6pm.
- Midland GIS kick-off meeting will be 3/2. Ernie, Courtney and Kevin will be part of the kick-off meeting
- KMIT will be doing their annual risk control audit on March 6th.
- Reminder of the Governing Body Institute/Mayor’s Conference April 24-25 in Manhattan. Justin and I and registered, if you would like to attend please let Courtney or I know.
- Tuesday March 31st will be a Council Workshop starting at 6:30. Topics will include pay scale, chamber update/remodel, and a digital sign discussion (sign at the 4 way stop).
- Chamber of Commerce sponsored Shred Day will be May 16th form 10AM – 1PM @ Mize’s
- Meyer stated that the Chamber has been in contact with KWCH because the news station is working on a new program called Hometown Pride where they are trying to group small town local businesses together to do commercial spots at noon and 4. Council decided this would be a good opportunity to share with the public the housing incentives that were just adopted. Meyer stated it was a 12-month commitment of \$150 per month and council thought that was a good plan.

10. Governing Body Comments

Griffin mentioned that last snow the roads were not cleared and wanted a better procedure for taking care of those situations. Marsh stated that staff had talked and now police will contact the Public Works director when they notice bad road conditions that haven't been treated. He will then get his crew out to treat the roads at that time. Marsh also stated he will speak with the new Police Chief to see if it is okay for their vehicles to be stocked with a couple bags of sand during the winter season to treat smaller areas in an emergency.

Pike had nothing to report

Palmer-Witt had nothing to report.

Shore mentioned that the downtown speed limit is 20 and there is a lot of vehicle moving fast in the mornings. He would like PD to patrol the area.

Ussery mentioned he believes the procedure with public works will work for bad weather.

11. Executive Session K.S.A. 75-4319(B) (1) To Discuss Confidential Data Relating to Financial Affairs or Trade Secrets of Second Parties

Motion: *Griffin* moved, *Palmer-Witt* seconded to recess into executive session pursuant to the financial affairs or trade secrets of a second party to include the City Administrator. The open meeting will reconvene in the City Council Chamber at 7:20 p.m.

Mayor Ussery called the meeting back to order and stated there was no action taken in executive session.

12. Adjournment

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

MOTION: *Palmer-Witt* moved; *Pike* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:20 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 February 25, 2020 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 10th day of March 2020

Courtney Meyer, City Clerk

Check Register Report

Date: 03/03/2020

Time: 2:07 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								
45985	03/04/2020	Printed			AMS2	ASSOCIATED MATERIAL & SUPPLY	BALL DIAMOND INFIELDS	96.99
45986	03/04/2020	Printed			BBL1	B & B LUMBER	WINDOW THERMOMETER/HOSE END	164.54
45987	03/04/2020	Printed			BA01	BARCO	MARKING PAINT	228.85
45988	03/04/2020	Printed			BB1	BECKER BROS.	FURNACE REPAIR	749.73
45989	03/04/2020	Printed			BH01	BECKY C. HURTIG	PROFESSIONAL SERVICES	915.00
45990	03/04/2020	Printed			CASCO	CASCO INDUSTRIES, INC	SCBA FLOW TEST	360.00
45991	03/04/2020	Printed			CCM2	CCMFOA OF KANSAS	2020 DUES MEYER/REITBERGER	100.00
45992	03/04/2020	Printed			CH	CHENEY DOOR	SERVICE/LABOR	275.00
45993	03/04/2020	Printed			CI W	CIRUS WATER	POLICE DEPT	13.50
45994	03/04/2020	Printed			CITY OF W	CITY OF WELLINGTON	CO-SHARING FIT TEST MACHINE	1,000.00
45995	03/04/2020	Printed			CP04	CIVICPLUS	ANNUAL FEE	3,886.31
45996	03/04/2020	Printed			CYBER	CYBERTRON INTERNATIONAL, INC	JANUARY SERVICE	435.00
45997	03/04/2020	Printed			DELISA	DELISA'S MEDICAL BILLING	FEBRUARY 2020	46.30
45998	03/04/2020	Printed			EMP1	EMERGENCY MEDICAL PRODUCTS INC	SUPPLIES	266.01
45999	03/04/2020	Printed			GAL1	GALL'S INC.	FLASHLIGHT BATTERIES	109.10
46000	03/04/2020	Printed			GILM	GILMORE SOLUTIONS, INC	ON BOARDING	3,000.00
46001	03/04/2020	Printed			GRACEM	GRACEMED HEALTH CLINIC	KLETC PHYSICALS	512.00
46002	03/04/2020	Printed			GT	GT DISTRIBUTORS, INC	HARP NAME BADGE	9.75
46003	03/04/2020	Printed			HIGH	HIGH TOUCH TECHNOLOGIES	COMMUNICATION SUPPORT	89.00
46004	03/04/2020	Printed			JHS1	J & H STORAGE	MARCH RENT	65.00
46005	03/04/2020	Printed			LA LI	J. LARRY LINN	PROSECUTION SERVICES	885.00
46006	03/04/2020	Printed			JDG1	JOHNNY L. MISHLER	RECEIPT BOOKS	27.00
46007	03/04/2020	Printed			JLG1	JUNIOR LIBRARY GUILD	MATERIALS	1,117.50
46008	03/04/2020	Printed			KST1	KANSAS STATE TREASURER	BOND PAYMENT	3,258.75
46009	03/04/2020	Printed			KST1	KANSAS STATE TREASURER	BOND PAYMENT	10,835.00
46010	03/04/2020	Printed			KST1	KANSAS STATE TREASURER	BOND PAYMENT	12,471.88
46011	03/04/2020	Printed			KST1	KANSAS STATE TREASURER	BOND PAYMENT	8,950.00
46012	03/04/2020	Printed			KST1	KANSAS STATE TREASURER	BOND PAYMENT	3,121.25
46013	03/04/2020	Printed			KAY PARK	KAY PARK RECREATION	ALUMINUM BLEACHERS	3,848.00
46014	03/04/2020	Printed			KOUR	KOURTNEY BERNTSEN	CHAIR YOGA 1/27, 2/3, 2/10,	120.00
46015	03/04/2020	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	540.45
46016	03/04/2020	Printed			MC05	MULVANE COOP	BOTTLE FILL	20.00
46017	03/04/2020	Printed			OR	O'REILLY AUTO PARTS	2013 CHEVY	171.89
46018	03/04/2020	Printed			PEI	PERSONNEL EVALUATION INC	PEP BILLING	120.00
46019	03/04/2020	Printed			REC BK	RECORDED BOOKS, LLC	MATERIALS	112.49
46020	03/04/2020	Printed			RWTOX	REDWOOD TOXICOLOGY LABORATORY	TOX SCREEN	151.50
46021	03/04/2020	Printed			RLM1	RUSSELL L. MILLS	STATEMENT	150.00
46022	03/04/2020	Printed			STA	STAPLES	WET ERASE MARKERS	103.74
46023	03/04/2020	Printed			SMA	SYMBOL ARTS	BADGE FOR SGT HARP	60.00
46024	03/04/2020	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	SUBSCRIPTION RENEWAL	103.00
46025	03/04/2020	Printed			TINA	TINA WELCH	MILEAGE	116.15
46026	03/04/2020	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	SHIFT LINK/REPAIR	951.87
46027	03/04/2020	Printed			UNI	UNIFRIST CORPORATION	SUPPLIES	34.55
46028	03/04/2020	Printed			VER	VERIZON WIRELESS	STATEMENT	200.05
46029	03/04/2020	Printed			WWW1	WICHITA WINWATER WORKS	12 METER ADPT	171.12
46030	03/04/2020	Printed			WILKS	WILKS UNDERGROUND UTILITIES	GARVEY LINE TO ELEVATOR	4,560.00
46031	03/04/2020	Printed			WILSON	WILSON BUILDING MAINT INC	MARCH SERVICES	757.74

Total Checks: 47

Checks Total (excluding void checks):

65,281.01

Total Payments: 47

Bank Total (excluding void checks):

65,281.01

Check Register Report

Date: 03/03/2020

Time: 2:07 pm

Page: 2

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
487	03/04/2020	Printed			CGSI	CASEY'S	STATEMENT	1,329.04
488	03/04/2020	Printed			HSB1	EMPRISE BANK	FORD F-150	868.23
489	03/04/2020	Printed			LIBERTY	LIBERTY NATIONAL	STATEMENT	307.66
490	03/04/2020	Printed			SKT1	SKT	CITY BUILDING	298.75
491	03/04/2020	Printed			SKT1	SKT	SENIOR CENTER	72.81
492	03/04/2020	Printed			SKT1	SKT	ELECTRONIC SIGN	60.12
493	03/04/2020	Printed			SKT1	SKT	PUBLIC LIBRARY	127.86
494	03/04/2020	Printed			SKT1	SKT	PUBLIC WORKS	146.89
495	03/04/2020	Printed			SKT1	SKT	POLICE AND COURT	302.00
496	03/04/2020	Printed			SKT1	SKT	EVS AND FIRE	517.53
497	03/04/2020	Printed			SKT1	SKT	HISTORICAL SOCIETY	111.34
498	03/04/2020	Printed			SEHP	STATE EMPLOYEE HEALTH PLAN	STATEMENT	14,625.10

Total Checks: 12

Checks Total (excluding void checks): 18,767.33

Total Payments: 12

Bank Total (excluding void checks): 18,767.33

Total Payments: 59

Grand Total (excluding void checks): 84,048.34

To: Mayor and City Council

From: Jared Dinwiddie
Clearwater Fire Chief

Date: March 5, 2020

Re: Fire Department Staff Report

- Clearwater Fire responded to 12 medical calls and 2 Fire calls since last meeting.
- Average response time for SGCO EMS on medical calls has been around 19 minutes.
- The International 4700 (New brush truck) is currently at Inland Trucking getting error codes fixed. Once it returns, will begin moving forward with tank removal, paint, and bids for skid unit.
- Two new overhead door remotes installed at EVS station. Now all doors are equipped with remote control operation.
- Storm Spotter class was held last Thursday at the EVS station.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: March 6th, 2020

Re: Police Department Staff Report

Gilmore is still working on the MDTs from last report.

One of our body cameras has been sent in for repairs and has not returned yet. We have another one that LT. Gearhardt is going to send in that just stopped working.

Matters of interest since last meeting.

02/21 Vehicle lock out

02/22 Parking Complaint

02/22 Overdose Case

02/23 Assist Public with a FB marketplace sell of a ring. Transaction took place at the PD for safety reasons.

02/23 Business alarm all clear

02/23 Phone scam report

02/23 Criminal damage report to playground equipment

02/24 Vandalism in park/ Juveniles caught

02/24 Assist outside agency with car stop

02/25 Kidnapping case/ turned into a false report

02/26 Assist with warrant service

02/27 Assist with warrant service

02/27 Vandalism report City pool for broken pipes

02/27 (2) vehicles unlocked at the school

03/01 DUI Arrest

03/01 Mental subject transported

03/02 Found property

03/02 Domestic disturbance subject transported to Wichita Care Unit

03/02 Tobacco violation at the school

03/02 Accident report at the school on private property

03/03 Warrant service assist Sumner County

03/03 Traffic stop/ Possession of Meth

03/04 Dog at large returned to owner

03/04 Stolen car Dolly returned to owner

Zachary Nolan is doing a great job and will be going to KLETC on the 16th

Lt. Jason Gearhardt is going on a well-deserved vacation on the 12th for a week.

We have an interview with an experienced officer when Jason returns, so hopefully we will be back to full staff soon.

Great 1st week as the new Chief of Police. I'm very impressed with all the officer's work. The public that I have met this week have been very supportive. I'm very pleased with the school staff and the students. Courtney, Ron and all the staff have made the week fly by. Can't wait till next week!

To: Mayor and City Council Members

From: Ernie Misak, Public Works Director

Date: March 10, 2020

Subject: Public Works Summary

1. Continued to worked on alleys to add rock and fill potholes.
2. Still working on the ball diamonds. Adding keel where needed.
3. We have had to rebuild 4 of the pads at the backstop on the baseball diamond. This is due to the rotting plywood on the back of the pads. Nearly all of the pads at the backstop of this diamond are going to need rebuilt or purchased new. If the foam is good and can be used again, the cost for rebuild materials will be approximately \$1500/\$2000. Most of them are 36" x 48".
4. Cleaning fence lines on diamonds and batting cage. We have had to add keel to the batting cages. Installed the nets.
5. Opened restrooms at Sports Complex for school ball team practice.
6. Assembled and installed the last two new bleachers at City park.
7. Wastewater results for the February discharge were above limits on BOD.
8. Pulled March water and wastewater samples for analysis. Have not received results at this time.
9. Other normal duties and responsibilities.

Clearwater Senior & Community Center

Staff Report

March 6, 2020

To: Mayor & City Council

From: Sonja Froggatte, Director

1. On Tuesday 3/10, at 12:00 p.m. we'll have the Carry-In Luncheon. Jason Dean will speak about the upcoming Census and Villa Maria staff will be at the luncheon to inform us about Neuropathy.
2. March 11th from 8:30 a.m. to 3:00 p.m. Hermes Healthcare will be at the Center to provide foot care. Please call (316) 260-4110 for an appointment.
3. March 17th is St. Patrick's Day; be sure to wear green!
4. On March 23rd from 9:00 – 4:00 AARP will be at the Center to complete taxes at no charge. I have three appointments left.
5. On 3/28, at 6:00 p.m., we will have Live Music at the Center.
6. March 31st we will distribute USDA Food Assistance unless we get fresh fruit or vegetables that will not last. If so, all registered participants will be contacted.

**City of Clearwater
City Council Meeting
March 6, 2020**

Consider Changes to Aquatic Center Staffing and Pay Scale

Context: During the February 11, 2020 meeting the Governing Body approved new operating hours for the Aquatic Center. During the discussion the addition of a Swim Lesson Coordinator and a pay increase for the pool manager were discussed. However, neither of these changes were part of the final motion.

Staff is requesting the addition of a Swim Lesson Coordinator to the aquatic center staffing table and a pay increase for the pool manager. The Swim Lesson Coordinator is anticipated to work 20 hours per week for eight weeks in that role at \$15/hr. Staff is also requesting a 10% increase for the pool manager. This position has not had a pay increase since 2016.

Financial: There will be an increase of \$2400 for the Swim Lesson Coordinator and \$650 for the Pool Manager in the pool budget.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Recommend approving the addition to the staffing table and pay increase.

**City of Clearwater
City Council Meeting
March 6, 2020**

Consider Ambulance Auction Contract

Context: Since council voted to remove the ground ambulance service staff has been looking for an avenue to sell the ambulances. In December 2019 staff asked council to consider Purple Wave auction however Purple Wave did not allow for a minimum price and the vehicle would have gone to the highest bidder, no matter what the highest price was.

Council requested staff to look at other options. Justin Patrick followed up with an auction company out of Wellington, KS. Wiens Auction is the company Wellington uses. This company allows Clearwater to set a minimum price for auction.

Financial: There will be no out of pocket expense for Clearwater to hire Wiens Auction. There is a buyer premium that pays for the seller's commission.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Recommend Clearwater enter into agreement with Wiens Auction and authorize the Mayor to sign the contract.



WIENS AUCTION/REALTY LLC
669 E 35th St S | P.O. Box 1
Wellington, Kansas 67152
620.440.8558
www.wiensauction.com

INTERNET ONLY AUCTION AGREEMENT

NAME: City of Clearwater

COMPANY: _____

MAILING ADDRESS: 129 East Ross

CITY, STATE, ZIP: Clearwater, KS 67026

EMAIL: _____

CELL PHONE: _____ OTHER PHONE: _____

LIENHOLDER & ADDRESS: _____

ITEM(S) DESCRIPTION ("PROPERTY"): Ambulance

SELLER COMMISSION: 5 %

BUYER'S PREMIUM: 10 %

BUYBACK FEE (% or \$): 5%

ADDITIONAL EXPENSES PAID BY SELLER: _____

SELLER UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. Seller has the authority to sell and convey the Property free and clear of any liens or encumbrances without consent or approval of any third party and without condition or contingency except as expressly noted otherwise in this Agreement.
2. The Seller authorizes the Auction Company the right to bid on the Seller's item(s) in order to protect their investment. Commission on items not sold will be as indicated above.
3. The Property is or will be free and clear of encumbrances and is identified above (or on a separate attachment). Seller authorizes Auction Company to work directly with the encumbering party to clear the encumbrance. **Seller will deliver to Auction Company any certificate of title Seller has upon consignment**, and Auction Company may defer commencement of the Auction until a certificate of title is delivered.
4. Seller agrees to pay Auction Company the Commission as stated above as partial compensation for Auctioneer's services. Seller further agrees Auction Company may also collect from each winning bidder a standard buyer's premium for the Property and retain those amounts as additional compensation for Auctioneer's services.

5. Seller will not sell, remove, or withdraw any portion of the Property from the Auction except with prior written consent by Auctioneer and only after reimbursing Auction Company (a) all expenses for advertising, advertising retractions, promotion, out-of-pocket expenditures, and (b) Seller commission for the Property based on Seller's estimated minimum value as per Item Descriptions.
6. The Property will be sold in "as is, where is" condition, without warranties of any kind by Seller or Auction Company. If there is a dispute with a winning bidder over the condition of the Property, Auction Company will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees to hold Auction Company harmless from and protect Auction Company against losses or claims related to the condition of the Equipment except in situations where Auction Company is at fault.
7. Seller acknowledges Auction Company may group various items together, therefore, each item received may not be listed separately on Seller's Consignor Statement.
8. Seller shall maintain casualty insurance for the Property until possession is transferred to the winning bidder.
9. In order to be included in ALL advertising, Seller agrees to notify Auction Company of any and all Property, their descriptions and pictures.

AUCTION COMPANY WILL:

1. Prepare and conduct the auction to the Seller's advantage. Auction Company agrees to use their best efforts to obtain the highest bid for said Property at the Auction, however no guarantees or representations regarding Bidder interest, number of bids or ultimate price that may be received are made by the Auctioneer.
2. Auction Company will use its best efforts to qualify bidders and collect payment from them when the auction is over. It is expressly agreed and understood that the Auction Company does not guarantee collection of payment from winning bidders.
3. Net proceeds checks will be mailed via USPS. Any special settlement instructions need to be given to the Auction Company at the time of consignment and this Agreement is signed.

This contract is fully binding upon the parties and their administrators, agents, assigns, attorneys, beneficiaries, devisees, executors, heirs, legatees, representatives, and successors in interest. Seller and Auction Company both agree the venue for any dispute, claim or cause of action arising out of this contract shall be in Sumner County, Kansas. If any term of this contract is later held illegal, invalid, or unenforceable, all other provisions will continue in full force and not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this contract. In lieu of any illegal, invalid or unenforceable provision, there will automatically be added to the contract a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be legal, valid, and enforceable. This contract contains the entire undertaking between the parties and there are no oral or written contracts, inducements, promises, representations, or warranties other than those expressly set forth herein. A modification or waiver of any of the provisions of this contract will be effective only if made in writing and executed with the same formality as this contract. The failure of either party to insist upon the strict performance of any of the provisions of this contract will not be construed as a waiver of any subsequent default of the same or similar nature.

I agree to consign Property as per above (or attached list). I have read and agree to above terms and conditions.

SELLER

**WIENS AUCTION/REALTY, LLC
"AUCTION COMPANY/AUCTIONEER"**

Signature: _____ Signature: _____

Name Printed: _____ Name Printed: _____

Date: _____ Date: _____

**City of Clearwater
City Council Meeting
March 6, 2020**

Consider New Police Department Vehicle

Context: During the 2020 Budget, Council approved the replacement of the 2013 Chevy Tahoe. The budget for financing \$9000 for the year.

Chief Ives contacted Superior Emergency Response Vehicles out of Andover to see what they had available and received a quote from them off the State contract for a 2020 Dodge Durango for \$31,821. Since the quote is off the State contract, the pricing will be the same no matter what location you received the vehicle from. Chief Ives contacted Davis Moore and Eddy's Chrysler to verify the information.

Emergency Response Vehicles will also equip the vehicle with the lights, cage, graphics, radios, computer, etc. for \$11,655. For a total cost for new vehicle \$43,476.00. Delivery time will be 45 to 60 days.

The Police department is not looking into Ford or Chevy because in 2019 Clearwater went out to bid for a vehicle and it was awarded to Ford. Since then Chevy went on strike and is not producing any of the 2020 Police Package Tahoe therefore Ford and Dodge received all orders Chevy had to cancel. Right now, the Ford Explorer Clearwater ordered in February 2019 has still not made it to production. Dodge can produce a vehicle in 45 to 60 days.

City Administrator, Ron Marsh, has given Ford the written 30-day notice of our intent to cancel the bid award for the police vehicle per the termination section of the original bid. If our vehicle is received by April 3, 2020, we will honor the bid otherwise the order will be cancelled, and the Police Chief will find another available vehicle.

Financial: There is \$9,000 in 2020 budget to finance a new 2020 vehicle for the police department. Emprise bank can finance a fixed rate of 3.06% for 3 years with a monthly payment of \$1,266.00 (\$10,128 for 2020 and \$15,192 full year of payments) or a fixed rate of 3.16% for 5 years with a monthly payment \$785.00 (\$6,280 for 2020 or \$9420 full year payments). The difference between the two interest rates is \$1,524.00.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Recommend approve the purchase of the 2020 Dodge Durango from Superior Emergency Response Vehicles with full equipment install for \$43,476.00 and finance for 5 years with a fixed rate of 3.16%.



CITY OF CLEARWATER, KANSAS

www.clearwaterks.org

P.O. Box 453 • 129 E. Ross Ave. • Clearwater, KS 67026 • Phone: 620-584-2311 • Fax: 620-584-3119

March 4, 2020

REQUEST FOR BID
Police Utility Vehicle – SUV Style

The City of Clearwater, Sedgwick County, Kansas, will accept bids for a Police Utility vehicle – SUV style.

Carefully review this Request for Proposals. It provides specific information necessary to aid participating vendors in formulating a response. Vendors can respond either electronically or by hard copy. If using electronic means, please indicate "RFB Police Utility Vehicle – vendor name" in the subject line. If responding hard copy the response must be completed and returned with any supporting data in a sealed envelope/package marked on the lower left hand corner with a firm name and address, and returned to:

Clearwater City Hall
Attention: Ron Marsh
129 E Ross
P.O. Box 453
Clearwater, KS 67026
rmarsh@clearwaterks.org

Any questions regarding this solicitation must be emailed to Chief Kirk Ives at ivesk@clearwaterpd.org or you may call 620-584-2349.

OVERVIEW: The City of Clearwater is seeking to buy a 2019 or newer Police Utility Vehicle – SUV style including, but not limited to, the follow features;

- Police Package engine
- AWD; independent front and rear suspensions
- Black exterior, grey or black interior
- Automatic, electronically controlled transmission with overdrive
- Power distribution junction box
- Heavy duty 220-amp alternator; heavy duty battery
- Power windows and power locks
- Wiring provision for horn/siren speakers and grille lamps
- Under body shield
- 2 additional door keys

Required materials

- Completed Pricing for the specified item
- Pricing for any additional features.

Continued on back



CITY OF CLEARWATER, KANSAS
www.clearwaterks.org

P.O. Box 453 • 129 E. Ross Ave. • Clearwater, KS 67026 • Phone: 620-584-2311 • Fax: 620-584-3119

CONTRACT PERIOD AND PAYMENT TERMS:

The prices stated must remain firm for 90 days after award approval.

INDEPENDENT CONTRACTOR

It is understood, agreed, and recognized the successful vendor awarded the contract will be an independent contractor and not an employee of the City of Clearwater.

COLLUSION

Any agreement or collusion among vendors or shall cause such vendors to be disqualified from submitting proposals to the City of Clearwater.

TERMINATION

Clearwater reserves the right to cancel the contract and discontinue services with a 30 day notice as a result of a failure of the contracting party to provide acceptable services as delineated in the response to this document. In the event of termination of this agreement as a result of a breach of contractor hereunder, Clearwater will not be liable for any amount other than payment for series that were, in the sole determination of Clearwater, provided in conformity to the requirements of this contract. In the event of termination, Clearwater reserves the right to award an agreement for the same services to another qualified firm submitting a bid, or may call for new proposals.

COMPLETE DOCUMENTATION

All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Clearwater in analyzing its bid.

The undersigned, on behalf of the Bidder, certifies that (1) this offer is made without previous understanding, agreement or connection with any person, firm or corporation submitting a bid on the same project; (2) in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have ready the complete Request for Bid and understands all provisions; (5) if accepted by Clearwater, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be responsibility of the Bidder.

Name SUPERIOR EMERGENCY RESPONSE VEHICLES

DBA (if any) _____

Contact person ANDY SAVILLE

Address PO BOX 965 12548 SW HWY 54 City ANDOVER State KS Zip 67002

Phone 316-733-2223

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions

Signature Title Owner

Police Utility Vehicle - SUV Style

Description	Qty	UOM	Unit Price	Extended Price
-------------	-----	-----	------------	----------------

Police Utility Vehicle - SUV Style 1 ea \$ 31,821

Police package engine; AWD; independent front & rear suspension; black exterior; grey or black interior: automatic electronically controlled transmission with overdrive; power distribution junction box; heavy duty 220 amp alternator; heavy duty battery; power windows & power locks; wiring provision for horn/siren, speakers and grille lamps; under body shield; 2 additional door keys

Optional Features (please list below)

Stalker Radar Patrol				\$ 1595
Full Cage				\$ 2250
Decals				\$ 450
Spot light Wide beam				\$ 540
Console				\$ 595
Light bar				\$ 1625
Side Lights & grill lights				\$ 950
Remount radios 800 & 400 Siren Speaker				\$ 195
Re-install Car Camera SIREN CONTROLLER				\$ 750
Re-install AR and Shotgun mount GUN LOCK SYSTEM				\$ 425
Re-install Computers COMPUTER MOUNT				\$ 350
ALL INCLUDED IN "UPFITTING" BELOW				
SUBTOTAL				\$ 41546

Description	Qty	UOM	Unit Price	Extended Price
-------------	-----	-----	------------	----------------

Manuals (print or digital/electronic) 2 EXTRA KEY FOBS
 Other: (2) ANTENNA COAX KITS, SHOT SUPPLIES
 INSTALLATION /UPFITTING
 Days to delivery: 45-60 days

SUBTOTAL \$ 43,476

Grand Total: \$ 43,476.00

Company Name:

Alfred
 Signature

SUPERIOR EMERGENCY RESPONSE VEHICLES

Superior Emergency Response Vehicles

P.O. Box 965
12548 SW Highway 54
Andover, Kansas 67002

Estimate

Date	Estimate #
3/5/2020	1963

Name / Address
Clearwater Police Department City of Clearwater P.O. Box 453 Clearwater, Kansas 67026



Emergency Response Vehicles

www.SERVLLC.com 316-733-2223 Email:andy@servllc.com

Thank you for considering SERV!

Clearwater Police Department

Description	Qty	Rate	Total
2020 Dodge Durango Pursuit Hemi AWD - Police Vehicle			
Pursuit Durango - Skid Plate Package - Blind Spot Cross Path Detection - Black Exterior	1	31,821.00	31,821.00
Unity LED LH Spotlight	1	540.00	540.00
Jotto Center Console - Vehicle Specific	1	595.00	595.00
Jotto Computer Mount (need to verify computer model)	1	350.00	350.00
Whelen Cencom Carbide Siren/Controller	1	750.00	750.00
Whelen Siren Speaker + Bracket	1	195.00	195.00
Whelen Liberty II DUO 48" Lightbar	1	1,625.00	1,625.00
Whelen ION Perimeter Lights (4 Front, 2 Side Cargo Window, 4 Rear)	10	95.00	950.00
Progard Pro-Cell P1000 Prisoner Transport 1/2 Cage with Full Replacement Seat, Window Guards	1	2,250.00	2,250.00
Dual Weapon Gun Lock System	1	425.00	425.00
Stalker Patrol Dual Antenna Radar	1	1,595.00	1,595.00
Emergency Vehicle Graphics - Installed	1	450.00	450.00
Antenna Coax/Antenna	2	65.00	130.00
Shop Supplies - Wiring, Connectors, Fuse Block, Solenoid, Etc.	1	150.00	150.00
Professional Upfitting / Installation	1	1,650.00	1,650.00
Customer to provide Radios, Camera System, Computer			

Pricing for equipment and labor are good for 30 days. Equipment and parts installed carry a warranty as determined by the manufacturer. Repairs or replacement of equipment items during the warranty period may be subject to a labor charge if the failure is not due to improper installation. Installation and upfitting workmanship performed by SERV are warranted for the service life of the vehicle within your organization. Modifications or equipment failures by others may void this warranty. Used parts and equipment do not carry a warranty.

At SERV, we specialize in vehicle warning and safety equipment, custom consoles and equipment mounting, custom fabrication, and vehicle graphics.

Sales Tax (0.0%)	\$0.00
Total	\$43,476.00