



City of Clearwater Council Meeting Agenda
Tuesday January 23, 2024, at 6:30pm
129 E Ross Clearwater, KS 67026

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- 1. Call to Order/ Invocation and Flag Salute**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Public Forum** - Members of the public can address the Mayor and City Council limited to not more than five minutes.
- 5. Consent Agenda** - Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
 - a. [Previous Council Meeting Minutes](#)
 - b. [Claims and Warrants](#)
 - c. [Farm Lease](#)
 - d. [Trash Cart Fee Resolution](#)
 - e. [Mayoral Appointment](#)
 - f. [Aging Project Lease Agreement](#)
- 6. Staff Reports**
- 7. Business**
 - a. **Discussion:** 135th and Tracy Ave Annexation
 - b. **Action:** Field Usage Agreement
 - c. **Update/ Action:** Marketing Campaign
 - d. **Action:** Art Walk Special Event Permit
 - e. **Action:** Fall Festival Special Event Permit
 - f. **Action:** Police Vehicle Purchase
 - g. **Action:** Fire Apparatus Purchase
- 8. Governing Body Comments**
- 9. Executive Session**
- 10. Adjournment**

Next Assignment Numbers

Charter Ordinance: 22

Ordinance: 1107

Resolution: 04-2024

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**
January 9, 2024
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. Zane Gill led the 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, Crystal Walter, Samantha Warkins and Shirley Palmer-Witt. Tim Robben was absent.

The following staff members were present:

City Administrator Zollinger, City Clerk Poe, Amber Ives, Cole Hollis and Kirk Ives. Jared Dinwiddie and Scott Ufford were present via GoTo Meetings.

Others present:

Douglas Flagg and Herschel West.

3. Approval of Agenda

Mayor Ussery asked if there were any modifications to the agenda, Zollinger stated Item 8d needed removed.

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

4. Council Recognition

Mayor Ussery thanked Chad Pike for all his work on City Council during his 4-year term. There were many improvements made during this time. He served from 2020-2024. Chad Pike and his family was presented with a special plaque to recognize this time and pictures were taken.

Mayor Ussery welcomed Samantha Warkins to the City Council and is excited to see what all they will get accomplished.

5. Public Forum

None.

6. Consent Agenda

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

Previous Council Meeting Minutes

Claims and Warrants

Boundary Resolution 01-2024

Appropriation Resolution 02-2024

Judge Agreement 2024

Prosecutor Agreement 2024

Councilmember Shore asked if Diagonal rd. should be on the boundary resolution, Zollinger stated that it has not officially been annexed into the City.

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

7. Staff Reports:

- Administration Office – Courtney Zollinger – Council discussed the Lead and Copper survey. The information is due to KDHE by October 2024. Mayor Ussery stated the link on the City Facebook page for the survey was not working.
- Fire Department – Jared Dinwiddie – Dinwiddie congratulated Justin, Samantha, and Mayor Ussery on their elections.
- Police Department – Kirk Ives – None.
- Public Works/Parks – Cole Hollis – None.

- Senior Center –Amber Ives – Amber thanked Chad Pike for his time and welcomed Samantha and Justin onto City Council.

8. Business

a. Elect Council President

Mayor stated there were two main duties of Council President: 1. Run the meeting when the Mayor is absent, sign checks, etc. 2. This person would become Mayor if for any reason the Mayor was no longer able to do so.

Shirley, Crystal and Samantha all nominated Justin Shore for Council President. This is for a two-year period. Justin Shore accepted.

Motion: *Walter* moved; *Warkins* seconded to elect as Justin Shore Council President as presented. Voted and passed unanimously.

b. Special Assessments – Park Glen Estates Phase 2

On June 23, 2020, the governing body approved improvements for Park Glen Estates Phase 2 addition (Resolution 08-2020). This included Yvonne Drive. At the December 12, 2023, meeting an amendment was accepted to spread the sanitary sewer special assessments to include lots in Park Glen Estates 2nd Addition (Resolution 26-2023) At the December 12, 2023, meeting, City Council approve the Final Costs certified the assessment roll, and approved the date of the public hearing. The notice was mailed out to all owners in Park Glen Estates Phase 2 and Park Glen Estates 2nd additions notifying them of the special assessment hearing. The City Clerk has not received any written objection to the special assessments. Each property owner will receive another notification informing them of their options to pay in whole or part to the City by February 15, 2024. If not paid the bonds will be issued for a collection period of 20 installments/years. If the owners pay now, it will save them the cost of Interest. Estimated special assessment amount:

- Lots 1-4 Block 2 and Lots 8-21 Block 2 will be \$157.86. (Street, Water, Sanitary Sewer)
- Lots 5-7 Block 2 will be \$98.61. (Street only – qualified for incentives by 12/31/23)
- Lots 1-15 Block A and Lots 1-21 Block B will be \$18.89 (Sanitary Sewer only)

The city portion of the water, sewer, and drainage for the 3 lots that qualified for incentives is \$27,745.39 and for Yvonne Drive is \$461,371.06. Total City-At-Large Cost is \$489,116.45. The remaining \$595,883.56 will be assessed to the individual properties.

Motion: *Palmer-Witt* moved, *Warkins* seconded to open the public hearing for Park Glen Estates and Park Glen Estates 2nd special assessments. Voted and passed unanimously. Public hearing opened at 6:42 pm

Douglas Flagg at 1269 E. Park Glenn Ct spoke about the City needing to do a better job at getting information out so that when people are buying their houses, they aren't surprised by these fee's. Mayor Ussery apologized for the surprise to him, Palmer-Witt stated that disclosure of special assessments should come at closing. Flagg stated that he spoke with the developer and was shown where it was mentioned in the documents, he didn't think it was transparent enough. Mayor Ussery again, apologized for the confusion and surprise.

Motion: *Shore* moved, *Palmer-Witt* seconded to close the public hearing for Park Glen Estates and Park Glen Estates 2nd special assessments. Voted and passed unanimously. Public hearing closed at 6:47 pm

Motion: *Walter* moved, *Warkins* seconded to adopt ordinance 1106 levying special assessments on certain property to pay the costs of internal improvement in the City of Clearwater, KS, as previously authorized by Resolution 08-2020 and 26-2023; and providing for the collection of such special assessments. Voted and passed unanimously.

Motion: *Warkins* moved, *Shore* seconded to adopt Resolution 1-2024 authorizing the offering for sale of General Obligation bonds, Series 2024, of the City of Clearwater, KS. Voted and passed unanimously.

c. Waste Connections – Contract Extension

The city is currently in the final year of an eight-year contract with Waste Connections for sanitation and recycling services. The contract with Waste Connections was originally agreed to in 2007. When reviewing bids from the original RFB, Waste Connections was the only service that didn't charge the city extra for the City-Wide Cleanup. Herschel West with Waste Connections was present and stated that they have been servicing Clearwater for over 15 years. There is an annual increase

each year that is usually 40 cents a cart. They are offering to extend the 2023 pricing for an additional two years by signing an eight-year agreement one year early. This would mean the City would hold the current 2023 pricing for 2 years. This would save the City around \$5,000. The cost is passed onto the customers. Zollinger stated, with this proposal the fees could possibly be lowered for the trash carts charged to the customers. Herschel stated the City receives 5 free roll off. These are used at Public Works to keep the ground clean. The City has had the same driver for a long time. Council discussed price comparisons; Warkins stated that the Fall Festival Committee usually goes with Waste Connections as they are the better deal.

Motion: Palmer-Witt moved; **Shore** seconded to approve the contract extension with Waste Connections for 8 years. Voted and passed unanimously.

d. Marketing Campaign
Item Removed

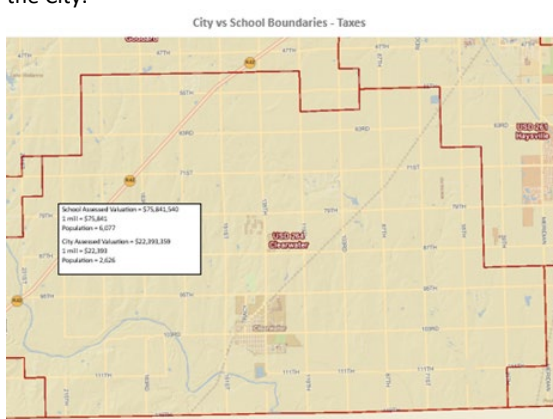
e. Well 6 Emergency Repair

In August 2023 well 6 went down and Layne A Granite Company was called to do an inspection which cost around \$20,000. The rehab was completed by November 2023 and Layne found that there is a hole in the louvres eighty-six feet down. The recommendation is to reline the well. This will shrink the well casing to the point that will require us to switch to a submersible pump. Layne will mobilize a pump service crew with all necessary materials to reline the existing water supply with a complete well liner. The liner's casing will be 10-inch diameter carbon steel. The screens will be wire wrapped stainless steel and will match the existing well design. The liner will be set into place, then the remaining annulus between the existing casing and new casing will be gravel packed and/or sealed. The well will be developed then a four (4) hour constant rate pumping test will be performed to determine capacity. The cost for relining the well is \$23,787.00. Public Works Equipment Reserve has funds for emergency repair to cover the cost. Council discussed this being a temporary fix, Zollinger stated it is necessary to be able to provide these services, but a whole system replacement will have to come eventually. This well was originally drilled in the 70's and is believed to be about 100' in depth. The cost for this repair will not include a submersible pump. It is costly to repair, Hollis stated it is an extensive job they will have to remove the assembly and utilize a crane truck to do so. The City does not have a time on when they would be able to start the repair.

Motion: Warkins moved; **Walter** seconded to Approve the emergency repair for well #6 with Layne for \$23,878.00 utilizing Public Works Equipment Reserve Funds. Voted and passed unanimously.

f. Field Usage Agreement- Discussion

Mayor Ussery and Zollinger met with the School Superintendent yesterday to discuss different options/ideas for the use of the Sports Complex. They will be meeting with the Recreation Commission tomorrow to discuss the same things. The idea is for all entities to be on the same page and come to a mutual agreement. This has been in discussion for over a year. The rec, school and independent donors have all helped to improve the parks in the past. The Sports Complex serves the community which is not restrictive to the boundaries of the City.



USD 264 doesn't own baseball or softball fields for their athletic department, they use the City Sports Complex at no charge. The School Districts Mill Levy without Rec is 59.529. 1 Mill is equal to \$75,841. (\$4,514,738) The Recreation Commission doesn't own any property for their recreation programs they also use the City Park and Sports Complex and school facilities at no charge. The Rec is under the school district boundaries and their general fund mill levy is 2.996. 1 mill is equal to \$75,841. (\$227,447) The rec charges a fee to play in organized sports with the Rec. Other activities outside of sports are free of charge. The City owns City Park and the Sports Complex. This is all paid for with city taxes. Rental fees will be established in 2024 for people who want to reserve. The City's budget for parks is \$267,369.50. The City's total General Fund Budget Mill is 58.221. 1 mill is equal to \$22,393 (\$1,303,742). The Parks budget is 19.5% of the

total general fund. We estimate the Sports Complex costs the city about \$125,367 out of the \$267,369 budget. This is determined by the contract labor (mowing, seeding, spraying, sprinkler maintenance) and a portion of staff time dedicated to the sports complex (fence mending, gate repair, cage work, bathroom repair, cleaning, electrical, trash, fence spraying). The city has been asked to improve and maintain the ballfields better so the high school and rec teams have a better place to play. The city responded and invested nearly \$75,000 unbudgeted in the 2023 budget. As of now there are 2 different options that the City has in mind:

Option 1 City Retains Ownership – Recreation Commission Manages/ Maintains. The Rec would be responsible for maintenance and materials for the parking lot, ball diamonds, scoreboards, stadium lights, and soccer fields. This includes mowing, chemicals, sprinkler system, field materials, seeding, repairs to scoreboard and stadium lighting, batting cage repairs. They would also schedule all facility usage for the sports complex and set their own rental fees as they see fit. And would schedule and manage use of the concession stand. The City would maintain the tennis court strip, disc golf, minor repairs to gate latches, fences, spray fence lines for grass, minor repairs to concession stand and plumbing in concession stand, cleaning bathrooms, well maintenance, electric bill, contracted trash service. The City would give the Rec Commission the field maintenance tool that was purchased in 2022. The city is working on a Master Plan in collaboration with USD264, Recreation Commission, and residents. This will help create a guide for desired improvements from the stakeholders. If and when any improvements are to be implemented, the Recreation Commission would present the plan to city council for approval. At that time the Recreation Commission could ask for a cost share to complete the project. For a cost share the council would need to have adequate time to budget for any projects. The budget process starts around May and is concluded in August for the following years' budget. There are still rules that will need to be followed for improvements since a KDWP grant was awarded for this property and they would have to approve certain improvements. **Option 2 City Retains Ownership & Maintenance.** The City maintains ownership of the Sports Complex and responsibility for all maintenance and improvements. The City will set a fee for the Recreation Commission and USD264 to maintain the facilities at their current condition. The city will continue to maintain the sports complex as is with the current improvements that have been made as of 2023. The city's budget portion of the sports complex is around \$125,367 out of the total parks budget of \$267,369. \$101,303 is estimated to be for the ball diamonds only. To have the fields maintained in the manner in which has been requested by the district the city is required to invest in the fields year around even though they are used about 3 months out of the year. The fee for USD264 and the Recreation Commission will be around \$25,000 each to keep the fields maintained. The City is ready to set standards and have the three organizations with funding responsibility be able to work together and have a mutual agreement for the field usage. Mayor Ussery is hoping to have decisions quickly so that this can be included in the budget process that will start soon.

9. Governing Body

Walter – Wanted to thank Chad Pike for his time on Council and welcomed Samantha Warkins.

Shore – Wanted to thank Chad Pike for his time on Council and welcomed Samantha Warkins. Local government day is on the 24th in Topeka. There will be a couple of topics that will be good to hear. They have discussed putting a limit on raising MIL Levy and the LAVTR will be a topic as well. Mayor Ussery mentioned the Governors subject of exemption on property tax going from \$40,000 to \$100,000 in the last couple of days, Shore is not familiar with this topic.

Warkins– Happy to be here and excited about the direction of the City.

Palmer-Witt – None.

Ussery – This is the third term as Mayor and will not be running again. Mayor mentioned a comment made by someone who was frustrated and disappointed in the governing body. Mayor is disappointed that he ran unopposed, disappointed in all the things they have to say no to in the budget, frustrated with people negatively commenting on social media and not getting involved. Now, with the next four years, there are a tremendous amount of opportunities ahead with the houses being built, speaking with a developer now who thinks the property north of Chisholm Ridge has potential, the City has 9 acres on 135th that needs to have something done. Mayor stated whatever the governing body's passion is, focus on that and help in those areas. The comprehensive plan needs to be brought back out and implement some of the things in it. Mayor then stated his appreciation towards each staff member in the chambers, Zollinger, Chief Ives, Cole, Chief Dinwiddie, Amber and Jaye.

Zollinger – There is a Fall Festival meeting on January 15th at 6 pm at the Masonic Lodge, volunteers are needed. There will be a Council Workshop on January 30th from 6:30-8:30pm.

10. Executive Session

None.

11. Adjournment

Motion: *Walter* moved; *Pike* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:26 PM

CERTIFICATE

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

I, Jaye Poe, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the January 9th, 2024, City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 23rd day of January 2024.

Jaye Poe, City Clerk

Check Register Report

Date: 01/16/2024

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								
50363	01/17/24	Printed			AMAZ	AMAZON BUSINESS	PUBLIC WORKS EXPANSION	117.71
50364	01/17/24	Printed			CAA1	CITY ATTORNEYS ASSOC. OF KS.	2024 ATTY DUES	35.00
50365	01/17/24	Printed			CP04	CIVICPLUS	CODE SUPPLEMENT	1,914.00
50366	01/17/24	Printed			KMIT	KANSAS MUNICIPAL INS. TRUST	2024 WORKERS COMP	42,059.00
50367	01/17/24	Printed			KMU1	KANSAS MUNICIPAL UTILITIES	2024 MEMBERSHIP DUES	1,132.00
50368	01/17/24	Printed			KOC1	KANSAS ONE CALL SYSTEM, INC.	86 LOCATES	103.20
50369	01/17/24	Printed			KS STATE	KS STATEBANK	PIERCE ENFORCER PUMP	39,363.67
50370	01/17/24	Printed			LC02	LAYNE CHRISTENSEN COMPANY	WELL 6 REHAB-EMERGENCY	14,900.00
50371	01/17/24	Printed			LOK1	LEAGUE OF KS MUNICIPALITIES	LKM 2024 DUES	1,638.13
50372	01/17/24	Printed			LCS1	LOWE'S	STATEMENT	3,040.01
50373	01/17/24	Printed			MCDONALD	MCDONALD TINKER PA	DECEMBER ATTORNEY FEES	2,548.22
50374	01/17/24	Printed			MERI	MERIDIAN ANALYTICAL LABS, LLC	WATER ANALYSIS	51.00
50375	01/17/24	Printed			METRO	METROPOLITAN AREA BUILD & CONS	OCTOBER 2023	2,977.30
50376	01/17/24	Printed			MIG1	MIZE'S THRIFTWAY	STATEMENT	75.90
50377	01/17/24	Printed			MC05	MULVANE COOP	STATEMENT	625.13
50378	01/17/24	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	WARKINS NAME PLATE	13.80
50379	01/17/24	Printed			PATRICIA	PATRICIA NICHOLS	WALL CALENDAR REIMBURSE	22.87
50380	01/17/24	Printed			RJ01	ROASTER JOE'S	CITY BUILDING	15.66
50381	01/17/24	Printed			SCAC	SEDGWICK COUNTY	2024 SCAC DUES	100.00
50382	01/17/24	Printed			SCDF	SEDGWICK COUNTY	PRISONER HOUSING	5.30
50383	01/17/24	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	WELL #7	1,905.05
50384	01/17/24	Printed			TRUG	TRUGREEN	SB FIELDS	500.00
50385	01/17/24	Printed			UNI	UNIFIRST CORPORATION	SUPPLIES	47.57
50386	01/17/24	Printed			WAMPO	WAMPO	2024 DUES	227.19
50387	01/17/24	Printed			WCI1	WASTE CONNECTIONS, INC.	STATEMENT	16,924.44

Total Checks: 25

Checks Total (excluding void checks):

130,342.15

Total Payments: 25

Bank Total (excluding void checks):

130,342.15

Check Register Report

Date: 01/16/2024

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								
2778	01/17/24	Printed			VISA	CARDMEMBER SERVICES	STATEMENT	4,823.26
2779	01/17/24	Printed			CGSI	CASEY'S	STATEMENT	2,279.25
2780	01/17/24	Printed			CLA1	COLONIAL LIFE	STATEMENT	56.96
2781	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	150 S. PROSPECT	35.05
2782	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	109 E. ROSS	211.72
2783	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	319 W. ROSS	399.92
2784	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	107 S. GRAIN	51.71
2785	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	129 E. ROSS	341.40
2786	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	400 W. ROSS	269.03
2787	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	604 E. ROSS	217.70
2788	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	650 E. ROSS	133.68
2789	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS	135.68
2790	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	11159 S. 135TH W	314.28
2791	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	149 N. FOURTH	114.51
2792	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	901 CLEARCREEK	140.75
2793	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	24.50
2794	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1001 E. ROSS	23.87
2795	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1100 E. ROSS PUMP	24.50
2796	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	602 E. ROSS	154.79
2797	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	401 W. ROSS	124.90
2798	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	STREET LIGHTS	2,321.95
2799	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	100 E. ROSS	41.64
2800	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9731 S. 135TH ST W SIGN	23.33
2801	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	1200 E. ROSS	24.50
2802	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	9801 S. 135TH W PUMP	112.41
2803	01/17/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	921 E. JANET	315.40
2804	01/17/24	Printed			KPERS	KPERS	ADJUSTMENT DEC 23 PAYROLL	0.01
2805	01/17/24	Printed			SER	SERIOUSLY SEO, LLC	JAN SOCIAL MEDIA	650.00
2806	01/17/24	Printed			VER	VERIZON WIRELESS	FINE MOBILE BROADBAND	40.01
2807	01/17/24	Printed			VER	VERIZON WIRELESS	STATEMENT	522.27

Total Checks: 30

Checks Total (excluding void checks):

13,928.98

Total Payments: 30

Bank Total (excluding void checks):

13,928.98

Total Payments: 55

Grand Total (excluding void checks):

144,271.13

**City of Clearwater
City Council Meeting
January 18, 2024**

Farm Lease

Context: The Clearwater Cemetery District and Hammer's LLC completed a property exchange. This exchange allows the Clearwater Cemetery to extend the cemetery directly north of the existing cemetery. As part of the exchange Hammer's LLC stated they wanted Max Tjaden to farm the land.

The Clearwater Cemetery District and City of Clearwater had an agreement with John W. Dugan to farm the 48.162 acres that was acquired in 2021. Cemetery owned 38.809 acres and the City owns 9.353 acres. The Cemetery has since traded 20.748 of their acres to Hammer's LLC.

Because of the size of the property, it is easier for one person to farm the land. John W. Dugan has been contacted and will harvest the last wheat crop that is planted later in the year (2024).

The Notice of Cancellation will be formally mailed after the council meeting. The Cemetery District will do the same.

In conjunction with the cancellation notice a new Farmland Lease Agreement will be entered into with Max Tjaden.

Financial: The rental fee agreed to by all parties is \$50 per acre. The city's portion of the lease will be \$450/ year.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Authorize the mayor to sign the cancellation notice with John W. Dugan and enter a new agreement with Max Tjaden

48.162

95TH ST

1
20.748
Hammers

3
9.353
city

2
18.061
Cemetery Dist

DIAGONAL RD
135TH ST

COMMERCIAL



Geographic Information Services

Sedgwick County...
working for you

Date: 1/12/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

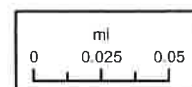
© 2024 Sedgwick County Kansas Government.
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My Map

Sedgwick County, Kansas



1:4,514



NOTICE OF CANCELLATION

RE: Cash Farmland Rental Agreement between Landlords the Clearwater Cemetery District and the City of Clearwater, And Tenant John W Dugan, executed October 1, 2021. (Copy attached)

As required by paragraph 7, of this rental agreement, written notification of termination must be provided at least three months before expiration of the lease. The current lease term is from October 1, 2023 to September 20, 2024.

John Dugan (Tenant) advises the City of Clearwater and Clearwater Cemetery District that he intends to terminate the lease after the last day of harvesting of the 2024 wheat crop or July 31st, whichever comes first.

This executed document will service as written notification of cancellation of this agreement and acceptance of this notice.

_____, Date: _____

John Dugan—Tenant

_____, Date: _____

Landlord – Clearwater Cemetery District - Trustee

_____, Date: _____

Landlord – City of Clearwater, Mayor

CASH FARMLAND RENTAL AGREEMENT

This lease is entered into this _____, 2024

Between Hammers LLC, landlord of 21 acres more or less, Clearwater Cemetery District, landlord of 18 acres more or less, and the City of Clearwater, landlord of 9 acres more or less (Landlords) And Max Tjaden, (Tenant) for farming purposes only.

1. The landlords hereby lease to the tenant, to use for agricultural purposes, to following described property, located South of 95th Street South and West of 135th Street West. Located in Sedgwick County, in the State of Kansas. And consists of 48 acres, more or less, all rights thereto except as specified below;
 - a. The landlords reserve the right to enter the land if needed.
 - b. The landlords do not convey to the tenant the right to lease, or sublet any part of the land, or to assign the lease to any person or persons.
2. Possession of the said property will be given to the Tenant on the day after the last day of harvesting of the 2024 wheat crop or August 1, 2024, whichever comes first.
3. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlords and tenants in a like manner.
4. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows;
 - a. The tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the tenants control excepted.
 - b. The tenant will operate the land in an efficient and husband like manner.
 - c. The tenant will not, without oral consent of the landlord, cut live trees for sale, or personal use.
 - d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
 - e. The tenant will use fertilization practices which prevent depletion of the essential plant food elements in the soil.
 - f. Landlords and the tenant agree, that in the event a lime treatment is necessary for the property, the cost of the soil survey, application and product, will be split 33% paid by the tenant and the remaining 66% paid by the landlords based on % of property by each landlord. (Hammers, LLC 44%, Clearwater Cemetery District 38%, and City of Clearwater 19%).
5. The tenant agrees to pay the landlords as cash rental the amount of \$2,400 (\$50 per acer) per annual rent payment (Rent shall be due August 1st of each) and such payments will be made as follows:
 - a. Hammers LLC (21 ac x \$50 = \$1050)
 - b. Clearwater Cemetery District (18 ac x \$50 = \$900)
 - c. City of Clearwater, KS (9 ac x \$50 = \$450)

6. The term of this lease shall be one year from August 1, 2024 to July 31, 2025, and this shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least three months before expiration of the lease, or any renewal.
7. The tenant agrees that he or his agents will possess the land continuously during the term of the lease.
8. The tenant agrees to surrender the land peaceably at the termination of the lease.
9. Each party agrees that the other part shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.
10. If and of the landlords develop any portion of their respective land holdings covered by this lease they will be responsible to reimburse the tenant for any losses of crop value.
11. Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement, after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third selected by the two thus selected, and the committee's decision shall be accepted as final by both parties.

IN WITNESS WHEREOF, the parties have signed this lease on the _____ day of _____, 2024

Landlord - Hammers LLC

Landlord – Clearwater Cemetery District Trustee

Landlord – City of Clearwater, Mayor



Tenant, Max Tjaden

**City of Clearwater
City Council Meeting
January 18, 2024**

Resolution 28-2023 ~ 2024 Fee Schedule

Context: The city by resolution, ordinance or other means has established fees for a variety of municipal services. At the December 12, 2023, meeting the 2024 fees were approved which included a \$0.50 increase to the 95-gallon trash cart charge. During the January 9, 2024, council meeting the governing body approved a contract extension with Waste Connections. The extension included holding the 2023 trash rates for 2 years (2024 and 2025). Due to the price holding with Waste Connections the city can reduce the 95-gallon cart rate to the 2023 rate of \$15.00.

The fee resolution presented is changing the 95-gallon cart rate to \$15.00 instead of \$15.50.

Financial: By approving the resolution this would set the trash fees for 2024.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve Resolution 04-2024 Trash Fee Schedule

RESOLUTION NO. 04-2024

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS, THAT THE 2024 ANNUAL FEE SCHEDULE IS LISTED AS FOLLOWS:

Trash

65 Gallon Cart	\$13.00 Month
95 Gallon Cart	\$15.00 Month
2 95 Gallon carts	\$24.00 Month
Recycling	\$6.00 Month
Recycling 2 Carts	\$11.00 Month
Bulky Item	\$15.00 Each
Mattress/Box Springs	\$25.00 Each
Late Penalty	10% of total amt due

Passed and approved by the Governing Body this _____ day of _____ 202__.

Burt Ussery, Mayor

Attest:

Jaye Poe, City Clerk

City of Clearwater
City Council Meeting
January 23, 2023

Mayoral Appointment

Context: Per ordinance 835 the Mayor shall submit recommendations for appointment to the Board of Zoning Appeals.

Jarod Ledington – Term 2024-2026

Financial: There is no financial obligation for the City.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Approve the mayor's appointment.

City of Clearwater
City Council Meeting
January 18, 2024

Aging Projects, Inc Facility Agreement

Context: Aging Projects, Inc. Meals on Wheels (API) utilizes the Senior Center to distribute meals during the week. Each year we sign a facility agreement with them for use of our facility.

Financial: We have asked that the Aging Project pay \$25 per month for the offset of expenses related to printing costs and other direct use of the Center's resources. This is an addition to the other agreements we have had with them because of the added costs hosting the API at the Center.

Legal Considerations: Counsel has reviewed the contract presented.

Recommendations/Actions: Authorize the Mayor to sign the Facility Agreement with API.

Facility Agreement
Clearwater Senior Center

FACILITY AGREEMENT
Between
AGING PROJECTS, INC. MEALS ON WHEELS/FRIENDSHIP MEALS
And
CLEARWATER SENIOR CENTER

ADDRESS: 921 Janet Avenue

CITY: Clearwater STATE: Kansas ZIP: 67026

TELEPHONE: 620-584-2332

This agreement is made in order to provide TITLE III Nutrition Program to persons 60 years of age and older. It contains policies mutually agreed to by the above agencies and approved by the Central Plains Area Agency on Aging (CPAAA).

AGING PROJECTS, INC. (API) agrees to:

1. That the dining room is to be used by Aging Projects Inc. Meals on Wheels/Friendship Meals (API) from 10:00 a.m. to 1:00 p.m. each Monday through Friday, October 1, 2023, through September 30, 2024. Excluded days shall be November 23 and 24, 2023; December 25 and 26, 2023; January 1 and 15, 2024; March 29, 2024; May 27, 2024; July 4, 2024; and September 2, 2024. Additional closing or open dates and/or times may be requested.
2. Employ and supervise a Center Manager to oversee the program and coordinate the work of the volunteers. The Center Manager will be an employee of API, and will be fully responsible for the operation of the site in compliance with program regulations, and under the sole supervision of the API staff.
3. API will provide appropriate coverage for its employees, volunteers and supervisors including but not limited to workers compensation insurance, payroll tax payments and other liabilities related to its employment of individuals to carry out its mission.
4. Provide equipment and supplies necessary to deliver and serve the meals, and clean the equipment and tables used for the program before and after meals.
5. Provide services of the Area Supervisor to supervise the Site Supervisor in the operation of the site.
6. Pay all bills for meals, consumable supplies, staff training, and incidental expenses directly related to the meals.

Facility Agreement
Clearwater Senior Center

7. Send to the Dining Center all communications from the central office that are sent to other centers, and at all times give the same consideration as the other centers receive.
8. Pay \$25 per month to the Clearwater Senior Center to offset expenses related to printing costs and other direct use of the Center's resources.
9. Handle registration, meal reservations and deposit of contributions according to the API Policy. Participants will be informed of the cost to provide the meal and be encouraged to contribute according to their ability.
10. Acknowledge the cooperation of the Clearwater Senior Center in Nutrition Program publicity whenever possible.
11. Assist Clearwater Senior Center Senior Director in arranging occasional activities at time that would encourage participation in the meal program.

THE CLEARWATER SENIOR CENTER agrees to:

1. Provide in kind space, chairs and tables for serving customers between approximately 10:00 a.m. and 1:00 p.m. on days the program operates and provide secure storage for API equipment and supplies related to the meals. (API equipment and program supplies will not be used for any other reason/events without prior approval of the API Executive Director and/or Area Supervisor).
2. Arrange for the opening and closing of the facility for food delivery, unless special arrangements are made with the API Executive Director and/or Area Supervisor.
3. Provide use of refrigerator and stove, in good repair, as needed.
4. Assure that the program may be conducted in a safe, clean and sanitary manner by providing basic custodial service, including care of floors in the meeting room and regular cleaning of the bathrooms. Assure that the area designated for API use will be in the same condition, at the start of each serving day, that it was left in after the end of each API serving day and that the State of Kansas Department of Agriculture standards for kitchen and dining room cleanliness shall be enforced.
5. Provide space for a bulletin board and a sign designating the Nutrition Program.

Facility Agreement
Clearwater Senior Center

6. Arrange for timely inspection of fire extinguishers and smoke alarms and furnish copies of the inspections to API central office to comply with CPAAA requirements.
7. Include API in all publicity related to the program. This includes Clearwater Senior Center newsletters and calendars. Show the API Meals on Wheels/Friendship Meals as a regular scheduled activity.
8. Assure that persons in the community who are under age 60, are informed that they are not eligible for the nutrition program unless they choose to volunteer the day that they eat. (Any person under 60 may participate by making a reservation and by paying the full non-participant price for the meal if under 60 years of age.) The Clearwater Senior Center further agrees that they will not keep and/ or use any leftover API foods for any purpose due to health codes, CPAAA regulations and liability issues.
9. Allow use of the building office telephone.
10. Purchase a license for food service from the authority designated by the state to issue the license and provide a copy of the license to API. The license must be clearly displayed to meet code requirements.
11. Schedule occasional activities at a time to encourage participation in the meal program and take into consideration the impact to the program and API customers when scheduling group activities at such a time that API participants would need to choose between a API meal or participating in another center activity.
12. That equipment shall be the responsibility of the buyer/owner.
13. That all electrical, lighting, sewer and other building maintenance problems shall be the responsibility of the building owner.
14. That no one shall be discriminated against on the basis of race, religion, color, sex, disability, national origin, or ancestry.

Any changes to this agreement will be negotiated by the persons listed below or their designee. This agreement will remain in effect for the balance of the Aging Projects, Inc. Meals on Wheels/Friendship Meals contract (October 1, 2023 - September 30, 2024.) It may be renewed by mutual agreement. Changes can be made only with the approval of parties listed below.

Facility Agreement
Clearwater Senior Center

Date: _____

Executive Director
Aging Projects, Inc.

Date: _____

Mayor
City of Clearwater

To: Mayor and City Council
From: Courtney Zollinger, City Administrator
Date: January 18 2023
Re: Administration Report

- The vacuum excavator that was budgeted for Public Works has been ordered off the Sourcewell Contract. The contract price is \$65,652.20 which is about \$20,000 less than what was budgeted. The excavator will be coming from Vermeer Great Plains.
- Tricia Nichols found a grant for water infrastructure, HB 2302, that we are looking into for the Well 6 rehab. Projects already in motion are eligible.
- Still wrapping up 2023 Year End. The auditors are scheduled to come at the end of March.
- The February Planning Commission and Board of Zoning Appeals meeting has been cancelled.
- Council Workshop will cover city owned properties north of Chisholm Ridge and 135th . We will also discuss street lighting.

Dates to Remember

- January 30th – Council Workshop
- February 19th – Fall Festival Meeting
- February 19th – City Offices Closed

Active Nuisances/ Code Violations

To: Mayor and City Council
From: Jared Dinwiddie
Clearwater Fire Chief
Date: January 18, 2024
Re: Fire Department Staff Report

- Clearwater Fire responded to **7** medical calls and **5** fire calls since our last report.
- Average response time for SGCO EMS on medical calls has been around **20** minutes. Sedgwick County EMS Community Response Vehicle (CRV81) response time has averaged about 3 minutes.
- To Date: The department has been unable to respond to **0** emergency calls.
- To Date: The CRV has been unstaffed **1** time.
- Members went over ice rescue operations at our last meeting on the 16th.
- Refurbing of Br71 is nearing completion. Apparatus is currently at Mayfield undergoing final assembly of lights, wiring, and equipment.
- Apparatus committee will meet with our apparatus architect on the 24th to finalize spec options for the new engine and get the order placed shortly thereafter.
- Department submitted another grant request to Firehouse Subs. The items requested were the purchase of 1 mobile 800 radio and 7 portable 800 radios for the new engine.

To: Mayor and City Council

From: Kirk Ives, Chief of Police

Date: January 18, 2023

Re: Police Department Staff Report

Officers:

All the officers are doing well.

Officer Ross and Officer Hollingworth are both doing well and getting very used to all the duties as officers in Clearwater.

Officer Jacks is doing very well with the students at the school and all the activities involving the school.

Police Clerk:

All is good. She is also getting the permits started for UTV's. She is also still working on completing the radio grant purchase.

Building:

Has no issues currently.

Vehicles:

Having issues with the front steering and suspension on the 2016 Ford Explorer. Getting quotes to fix it.

Matters of interest since last meeting on Police Activity:

We have had 68 dispatched/report calls with 8 arrests and 10 citations issued since my last report. (Does not always include self-initiated calls).

To: Mayor and City Council Members

From: Cole Hollis, Public Works Director

Date: January 23, 2024

Subject: Public Works Summary

Office Expansion:

1. Electrical has been completed (sans appliances) and is powered on
2. Drain plumbing has been completed
3. Interior plumbing and hot water tank completed and charged
4. Hanging drywall has begun
5. Rerouted old bay light switches, outlets, and thermostat

Freezing water:

6. With the cold temperatures we received 5 calls from residents with possible meter freeze ups
7. The wall heater in the base of the tower quit working sometime Saturday evening. This caused the ¼ inch line running to the pressure transducer to freeze. Setting off high volume alarms at the tower.
8. Early Monday (16th) morning at the Booster Station the ¼ inch line that monitors pressure out (not essential for operation) froze setting off another round of alarms. The heater was working. The problem was a tiny gap between the floor and the mounting base. Causing the slightest draft near that line.
9. Saturday (14th) morning the channel mitt was found not functioning. The heat tape had been chewed on by a mouse and had tripped the gfci outlet. This allowed the auger to freeze. The break away key function as it should and decoupled the electrical motor from the gearbox. The key was replaced Tuesday (17th) and resumed normal function.

Grease in the Sewer

10. On Wednesday (11th) we received a call for a possible sewer back up for 716 N Commercial St. Upon inspection it was found that we did have a back up in the city's main. When we jetted the main, we discovered the issue was grease. Feet of grease was found from the blockage moving upstream for several manholes. We tracked the issue back to a business that is no longer in operation. We continued fighting the grease for the rest of the day Wednesday(11th) and most of the day Friday(13th). The sewer system is currently functioning normally. We are scheduling Mayer Specialty Services to clean the sewer mains involved. So far, we have pulled over 300 gallons of grease from the system.



Clearwater Senior Center

Staff Report

January 18, 2024

To: Mayor & City Council

From: Amber Ives, Coordinator

Chronic Illness class started on Wednesday, with 5 participants. This is a smaller class, but the participants are already really liking the content.

We ventured out on Wednesday for our quarterly lunch bunch and had 8 participants join us. This too was a smaller group, sadly the weather kept several away.

We have a music and dinner event this Saturday. We have sold 37 tickets so far. We are looking forward to having people enjoy the evening together.

February Lunch & Learn guest speaker will be County Commissioner Sarah Lopez. We would love to have you all join us as well if possible. This date is February 13th at 12:00 PM.

Respectfully,

Amber Ives

Senior Center Coordinator

**City of Clearwater
City Council Meeting
January 23, 2023**

Tracy Ave and 135th Street Annexation

Content: The city has received a letter from Sedgwick County Public Works to consider annexing in a portion of 135th street to 95th street as well as the north section of Tracy Avenue that is not currently annexed in.

Daniel Schrant and Lynn Packer will be at the meeting to discuss the topic.

Financial: The portion of Tracy Ave is approximately 4300 square yards that the city would be responsible for maintaining. The portion of 135th street would be considered a connecting link for Sedgwick County and the County would keep the road on their maintenance schedule.

Legal Considerations: Review and comment as necessary.

Recommendations/Actions: Consider the Sedgwick County Public Works proposal.



Sedgwick County...
working for you

Public Works

1144 S. Seneca, Wichita, KS 67213-4443 - www.sedgwickcounty.org - TEL: 316-660-1777 - FAX: 316-660-1875

Lynn T. Packer, P.E.
Director/County Engineer

December 21, 2023

Re: Annexation of Public Rights of Way

Sedgwick County Public Works has recently reviewed the status of the roads in unincorporated public rights of way in the vicinity of all municipalities in the county. We have discovered locations where annexation of the road should occur, and would like to meet with you to discuss some of those locations identified on the enclosed map.

In the preparation of these maps, Sedgwick County Public Works believes that we have identified the roads that make sense for annexation. All areas eligible for annexation are noted on the attached map, but the circled locations are the sites we are most interested in completing annexation. Each potential annexation should take into account a road's adjacency to the city limits, a desire to keep a jurisdiction's roads connected to prevent "maintenance islands," allowance for municipalities to have police powers on noteworthy road segments, and the ability for cities to exercise regulatory control of the right of way.

We understand that recent elections may require new city officials be seated for office. As such, we would appreciate sitting down for a conversation with appropriate city officials in January or February 2024. Please contact myself or Daniel Schrant, Deputy Director of Public Works, at (316) 660-1778 or daniel.schrant@sedgwick.gov if you have any questions, and to set up a meeting at a mutually agreeable time.

Thank you,

A handwritten signature in blue ink, appearing to read "Lynn T. Packer".

Lynn T. Packer, P.E.
Director/County Engineer

Enclosure: Proposed Road Annexation Map

Clearwater Connecting Links & Road Annexations

2023

SEDGWICK COUNTY KANSAS

Sedgwick County Public Works
1144 S. Seneca
Wichita, Kansas 67213
(316) 383-7901
www.sedgwickcounty.org/Public_Works



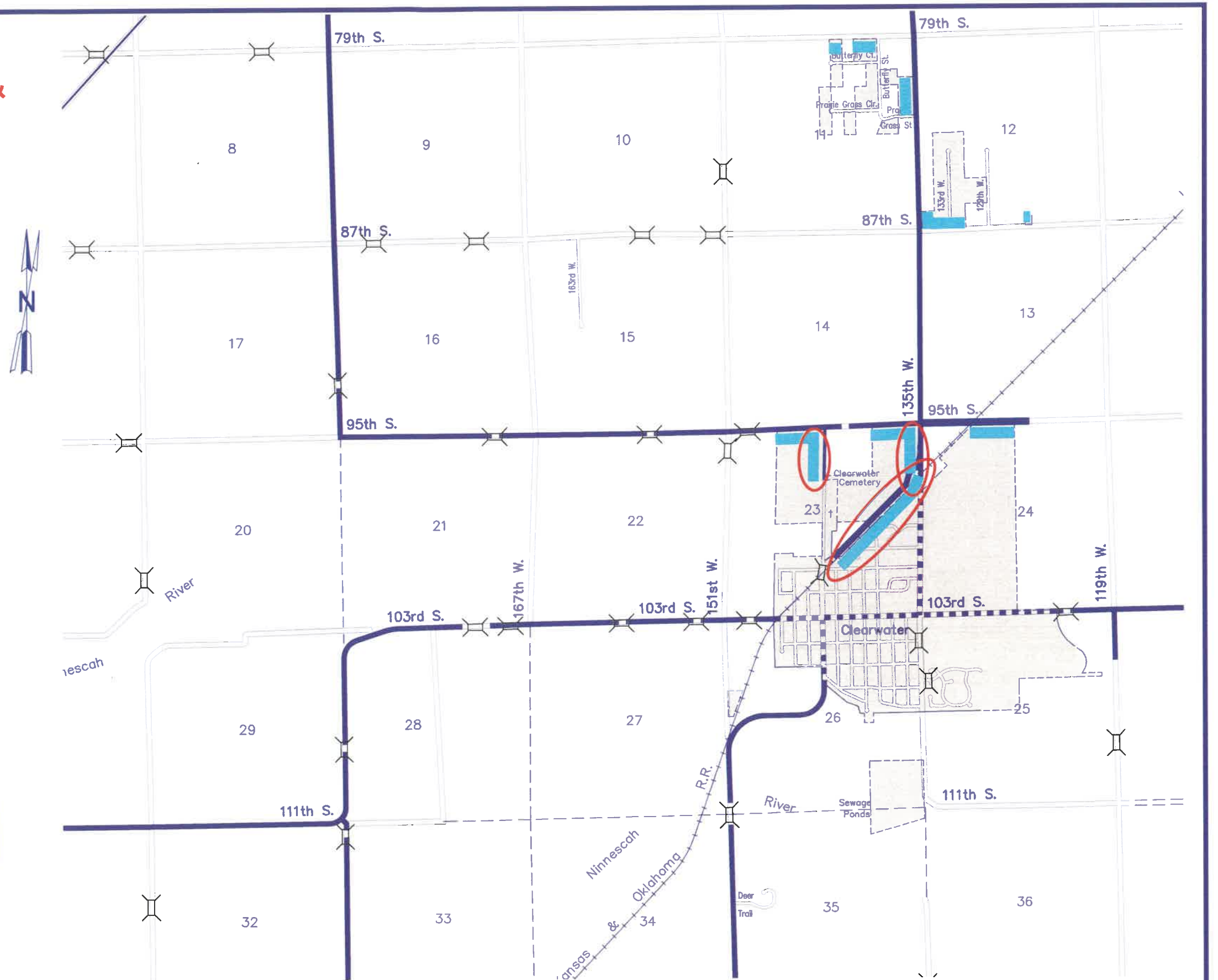
MAP LEGEND

- Federal or State Highway (Multi-Lane)
- Federal or State Highway (2 Lane)
- County Highway (Paved) (Multi-Lane)
- County Highway (Paved) (2 Lane)
- County Maintained Sand Road
- Connecting Link
- Township Road
- Unimproved
- Section Line (No Road)
- City Limits—Other towns
- City Limits—Wichita
- Railroad
- Lakes & Ponds
- Rivers & Drainage Courses

ANNEXATION LEGEND

Symbol	Description
	Proposed Annexation (1.2 Miles)

Printed: 12/19/2023 3:36 PM
City Limits updated as of 08-10-2023



**City of Clearwater
City Council Meeting
January 18, 2024**

Consider Field Usage Agreement with Kansas Curve

Context: Jacob Baca, Kansas Curve Baseball, is interested in using the baseball field at the sport complex. Jacob coaches an 18U team that is made up of players that have just graduated. Kansas Curve Baseball is part of the Kansas Collegiate League, and they would like to call Clearwater home this season.

They will have 21 home games starting May 24, 2024, through July 29, 2024. The field will be used for games only, no practice. There will also be no charge to spectators.

The standard Field Usage Agreement has been shared with Mr. Baca for him to review. This does include usage of the concession stand, but Mr. Baca has stated they are not looking to sell concession currently.

Financial: The City Council will need to set a fee for use of the fields for their games. Kansas Curve will have access to the fields, lights, bathrooms, and trash service.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the Field Usage Agreement with Kansas Curve and set a fee for usage.

FIELD USAGE AGREEMENT

1. PURPOSE

The purpose of this Agreement is to define the terms of the Agreement between Jacob Baca Kansas Curve Baseball Team (Occupants) and the City of Clearwater (City) for the utilization and maintenance of the Chisholm Trail Sports Complex and its facilities. The Agreement will clarify the roles and responsibilities of the entities.

2. RESPONSIBILITIES OF THE CITY

2.1 The City owns the Chisholm Trail Recreational Sports Complex, the Chisholm Trail Outdoor Recreational Sports Complex Building, shelters, gazebos, scoreboards, lights, other improvements located on said property, and adjacent parking lots. These properties are located on 1001 E Ross Ave in Clearwater Kansas and shall be identified throughout this Agreement as "Facilities".

2.2 The City will pay water, gas, electrical, trash service and other utility charges for the Facilities.

2.3 The City will provide mowing services for all property.

2.4 The City will provide watering and fertilization services to the Facilities. This work will include maintenance and repairs to the irrigation system. This work will also include spraying and maintenance of the fence lines. The City will coordinate watering schedules with the Occupants' use of the Facilities, including practice and game times.

2.5 The City will maintain general liability insurance coverage on the property in the amount of \$1,000,000 per occurrence.

2.6 The City has primary responsibility for the maintenance and upkeep of said Facilities. Routine maintenance of said Facilities for activities sponsored by the Occupant shall be the responsibility of the Occupant such as marking fields for play or practice.

2.7 The City shall have access to all portions of the Facilities at all times in case of emergency and/or to take action to protect the security of said Facilities. The City shall maintain all locks on all inside and outside doors within buildings located on said Facilities and shall provide Occupants with 10 copies of keys to the same. The Occupants shall maintain a log of all individuals and entities to whom copies of said keys have been issued, and annually file an updated version thereof with the City Clerk. The City may elect to change locks within such buildings if it appears that unauthorized copies of such keys have been made. In the event that the Occupant wants to add any additional locks within the Facilities, at least one key for each such lock shall be furnished to the City Clerk

2.8 In the event said Facilities shall be destroyed or so damaged by fire, tornado or other storm, explosion, or earthquake, or by any other unavoidable casualty as to become

unusable, then the City may elect to either rebuild or put said Facilities in good condition and fit for occupancy within a reasonable time after such total or partial destruction, or may give notice, in writing, terminating this Agreement. If the City elects to repair or rebuild said Facilities, the City shall give reasonable notice after such injury of its intentions to repair and proceed to do the same.

3. RESPONSIBILITIES OF THE OCCUPANTS

- 3.1 Occupants shall provide the prepping, chalking and marking of fields that it intends to use. Proper facilities and field maintenance techniques will be used.
- 3.2 Occupant shall be responsible for installing any temporary structures, including fence, that is needed for their play.
- 3.3 All Occupants will schedule activities, games, practices, events, and any usage of the Facilities with City Staff. Such scheduling will include identification of the fields and specific locations that Occupant intends to use at any given time. Cancelled games, practices and tournaments will be rescheduled in cooperation and coordination with the City.
- 3.4 Occupants will ensure trash is properly contained and disposed of after every use of the Facilities.
- 3.5 No chemicals are to be used on the ball fields at anytime with out prior approval of the City.
- 3.6 Concessions. The Occupant may operate a concession stand within said Facilities with the following provisions:
 - a. The Occupant will be responsible for the operations, supply, personnel, and cleanliness of the concession area within said Facilities.
 - b. The City Administrator or other City representative has the general right to review and monitor the conduct for the concession operation. City shall notify the Occupant if any condition exists that requires immediate attention or remediation.
 - c. The Occupant will maintain all funds derived from the operation or sale of concessions within or at said Facilities during the said season.
 - d. No beer or alcoholic beverages may be sold at any concession site in the Facilities.
 - e. The Concession stand will comply with all applicable health regulations relating to the concession operations.

3.7 Occupants shall not engage in or permit to be performed any acts or practices which may cause or allow injury to the Facilities, and the Occupant expressly agrees to comply with all applicable laws, ordinances, policies, rules and regulations of the City of Clearwater, Kansas and any other governmental authority having jurisdiction over said Facilities.

3.8 The Occupants shall not have the right, privilege, or power to in any way create liens for labor or materials upon the interests of the City in said Facilities. In connection with any preapproved (1) repairs to said Facilities and/or (2) construction of any improvements or the installation of any equipment within or upon said Facilities by Occupants, the Occupant shall pay for all materials and labor and will not permit any mechanic's liens to be filed against said Facilities and the interests of the City therein.

3.9 No occupant shall authorize hanging advertisement/sponsorship banners or placards along fencing or other structures within the facilities without the written consent of the City of Clearwater. In the event consent is given by the City, any banners/placards will be constructed in a manner so as not to damage the fence or structure utilized and approved by the City of Clearwater.

3.10 At the end of the season all banners/ placards, equipment, practice equipment, and any other property owned by Kansas Curve Baseball is to be removed from each field.

4. GENERAL TERMS AND CONDITIONS

4.1 Nothing in any term of this Agreement shall be construed to at any time give any entity exclusive rights to the use of the Facilities. The Facilities shall always be available to the City for inspection and maintenance activities.

4.2 The term of this agreement shall be from the beginning of the season, May 24, 2024, until end of season, July 20, 2024

4.3 A fee of _____ will be due for the usage of the Facilities. This will include field usage, lights when needed, and bathroom access for all home games.

4.4 Weather or other hazardous situations may require that activities at the Facilities are suspended. No Occupant shall use the Facilities if such usage poses a hazard to the public health or maintenance of the Facility. At any time, City police officers have the absolute right to discontinue usage and evacuate the Facilities due to weather or other threats. Occupants fully agree to comply with police directives in such circumstances.

4.5 Each Occupant has the oversight authority of its own programs including sponsorship and co-sponsorship of its activities. This oversight responsibility includes hiring and firing of its employees, program approval, expenditure of funds, addressing of complaints, program evaluation, equipment purchases and usage, and general programming made available. No Occupant shall utilize the City of Clearwater name or logo in its marketing or materials.

- 4.6 Prior to the beginning of the season a representative of Occupant will do a walkthrough of the property with the Public Works Director to identify any damage that would be the responsibility of the City to repair. At the end of said season an additional walk through will be conducted to inspect for any damages that occurred during the season and would be the responsibility of the Occupant to repair.
- 4.7 Any structural changes to the Facilities require the prior written approval of the City. Any request for such approval shall include documentation or other evidence that such changes may be made without expense or obligation to the City.
- 4.8 From the first approved KSHSAA day of practice until final day of KSHSAA competition, preference will be given to the Unified School District 264 for usage of the baseball and softball fields (Fields 1, 2 and 3) for the purposes of their school season.
- 4.9 All vehicles will be parked in the parking lot, even for loading and unloading equipment. Occupant shall not allow motor vehicles to drive on any portion of the property that is irrigated.
- 4.10 When damage occurs to the Facilities, the Occupant must notify the City and get City approval for any plan to repair the damage.

5. LIABILITIES

The Occupant covenants and agrees to indemnify and protect the City from any and all claims of third parties for injuries to persons or property by reason of any incident or occurrence on or around said Facilities which are the subject of this Agreement. The Occupant shall furnish to the City of Clearwater a Certificate of Insurance naming "City of Clearwater, Kansas" as additional named insured. General liability coverage shall be issued on the policy in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.

The Occupants will provide their own insurance coverage for their property kept in City Facilities. The City will not be liable for the replacement or repair of any Occupant property damaged, lost, stolen, etc. while maintained in City Facilities.

6. MISCELLANEOUS PROVISIONS

- 6.1 This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this agreement and by no other means.
- 6.2 The interpretation and construction of this Agreement shall be governed by the law of the State of Kansas without regard to the conflict of laws principals. The venue for any dispute for this Agreement shall be the 18th Judicial District Court in Sedgwick County, Kansas.

6.3 This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal discussions and written contracts between the parties on the subject matters addressed herein. No representations on the subject matters addressed herein have been made other than those set forth herein. The provisions of this Agreement are severable and if any part of it is found to be unenforceable, the other sections shall remain fully valid and enforceable.

6.4 Both parties to this Agreement understand, acknowledge, and agree that this is a binding agreement and contract upon the parties, their legal representatives, successors or assigns of the parties hereto. Neither party may assign their rights, duties, and responsibilities under this Agreement without the express written consent of the other party hereto.

6.5 The parties shall not transfer or assign their interests in this Agreement at any time without written consent from all parties.

IN WITNESS WHEREOF, City and Occupants have executed this Agreement by their authorized representative as set forth below to become effective upon final execution.

CITY OF CLEARWATER

KANSAS CURVE BASEBALL

By: _____

By: _____

Date: _____

Date: _____

**City of Clearwater
City Council Meeting
January 18, 2024**

BowerComm Marketing Update

Context: April 2022 council approved to hire BowerComm to develop a marketing plan “Journey to Yes” for the City of Clearwater. The Council opted to go with the consulting version where the BowerComm’s team would do the bulk of the work. This included creative concepts and basic materials such as a relocation guide graphics templates, 3 videos, and 3 months of digital/social media advertising. The approved budget of \$35,000.

The time frame have passed and Bowercomm is ready to give feedback from the responses and propose the that the Governing Body consider a 90-day campaign.

Financial: The City has spent \$37,685.70 on the marketing. I authorized to continue the email services to finish out the interested parties that signed up for information.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Consider options from Bowercomm

PROPOSAL

TO: City of Clearwater
 FROM: Lori Bower and Chelsey Dawson
 DATE: 1-5-24
 SUBJECT: Resident Recruitment Campaign Continuation

Below are three options for continuing the Clearwater resident recruitment campaign. The main difference among the options is whether or not we create new ads. For budgeting purposes, we're suggesting a 90-day campaign. If you'd like to continue for a longer period of time for the same budget, we could run every other week or every other month.

Budget Options: 90-Day Campaign

<u>Option 1</u> Existing Ads + Additional Emails	<u>Option 2</u> A Few New Ads (Existing Footage) + Additional Emails	<u>Option 3</u> New Footage/Ads + Additional Emails
\$10,500	\$12,250	\$14,800
Generate Leads - Turn on existing lead generation campaign (same audiences and ads) - Run ads on Facebook and Google/YouTube (\$3,000/mo)	Generate Leads - Refresh/create new ads utilizing the images/videos we have or images/video provided by Clearwater - Run ads on Facebook and Google/YouTube (\$3,000/mo)	Generate Leads - Augment campaign with new creative – this would include a video/photo shoot in Clearwater - Run ads on Facebook and Google/YouTube (\$3,000/mo)
Nurture Leads - Create email drip to continue nurturing the leads from the initial campaign (3 emails – sending 1 per month) - Active Campaign Subscription - 6 months (\$52.50/month)	Nurture Leads - Create email drip to continue nurturing the leads from the initial campaign (3 emails – sending 1 per month) - Active Campaign Subscription - 6 months (\$52.50/month)	Nurture Leads - Create email drip to continue nurturing the leads from the initial campaign (3 emails – sending 1 per month) - Active Campaign Subscription - 6 months (\$52.50/month)
Coordination, Reporting	Coordination, Reporting	Coordination, Reporting

**City of Clearwater
City Council Meeting
January 18, 2024**

Consider Art Walk Special Event Permit

Context: The annual Art Walk will be held April 5, 2024 from 6 to 9pm utilizing businesses and store fronts on Ross from Gorin to Byers. The event has requested the use of City Hall, 100 E Ross (empty lot), and the Library.

Chief Ives has recommended the road closures on Ross Avenue between Prospect and Byers between 5:00pm to 9:30pm to allow for safe set up, attendance and tear down.

This event is supported by the Clearwater Community Foundation and sponsored by variance Clearwater organizations and businesses.

In addition to the road closure the Art Walk Committee is requesting city council to waive the food vendor permit fee for food trucks attending that evening.

Financial: There is no financial consideration for the Special Event Permit

Legal Considerations: review and comment as necessary.

Recommendations/Actions: Approve the Mayor to issue the Special Event Permit for use of public property and approve the road closures for the 2024 Art Walk event.

Approve to waive the food vendor permit fee for the vendors attending the Art Walk.



CITY OF CLEARWATER, KANSAS
SPECIAL EVENT PERMIT
ON PUBLIC PROPERTY WITHIN
THE CLEARWATER CORPORATE LIMITS

Please return to the City building a minimum of **60 days** prior to the event.

Permitee: Tricia Nichols

Permitee Group or Organization (if any): Clearwater Community Foundation

Permitee Address: 115 E Ross, Clearwater, KS 67026

Permit Date(s): Friday, April 5, 2024

Permit Hours: 5:30-9:30pm

Description of the Area to be Utilized Pursuant to this Permit: _____
Ross Ave

Description of Special Event Activities Permitted Pursuant to this Permit: _____

Permit Conditions:

1. Hours of Operation: Pursuant to this permit, the above-described Area to be Utilized Pursuant to this Permit is permitted to be utilized for the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

2. Street Closure: The following street(s) are to be closed to non-emergency traffic on the Permit Date(s) during the Permit Hours: Ross Ave from Byers to Prospect

3. Parade: One parade spanning from N/A to N/A shall be permitted on one of the Permit Date(s) during the Permit Hours. In accordance with Section 8 below, Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for the removal of any trash or other debris generated during the course of such parade.

4. Posting: During the entire time this special event permit is in effect, it shall be conspicuously posted within the above-described Area to be Utilized Pursuant to this Permit.

5. Emergency Vehicle Access: A clear path for emergency vehicle access should be maintained across and through the above-described streets on the Permit Date(s) during the Permit Hours.

6. Setbacks: All carnival rides, amusements, midway games, concessionaire stands and equipment as well as all other temporary structures erected in the above-described Area to be Utilized Pursuant to this Permit shall be set back not less than forty (40) feet from all street rights-of-way not closed to non-emergency traffic as set forth above.

7. Adequate Sanitary Facilities: Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for assuring that the above-described Area to be Utilized Pursuant to this Permit contains adequate sanitation facilities. Adequate sanitation facilities shall be determined on the basis of one (1) temporary restroom facility per one hundred (100) estimated people in attendance per hour. In this regard, Permittee, in conjunction with the Permittee Group or Organization (if any), shall provide 0 () porta potties, properly secured by stakes to the ground, to be utilized in conjunction with the above-described Special Event Activities within the above-described Area to be Utilized Pursuant to this Permit. Additionally, the City of Clearwater will also open its public restroom facilities located within the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

8. Trash: Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for providing the appropriate number of trash containers to contain any trash or other debris generated during the above-described Special Event Activities within the Area to be Utilized Pursuant to this Permit, including the placement of containers by all concession areas. Permittee, in conjunction with the Permittee Group or Organization (if any), is also responsible for the removal of any trash or other debris generated during the course of the above-described Special Event Activities from the Area to be Utilized Pursuant to this Permit as well as its surrounding vicinity.

9. Indemnification: Permittee, in conjunction with the Permittee Group or Organization (if any), shall assure that the City of Clearwater is indemnified against any and all losses incurred in connection with the above-described Special Event Activities by procuring and attaching to this Permit the following insurance coverage which names and indemnifies the City from any and all liability in this regard on a primary and non-contributory basis and includes a waiver of subrogation in favor of the City of Clearwater:

- General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate;
- Workers' compensation coverage for all event employees or volunteers; and
- Umbrella insurance with limits no less than \$1,000,000.

10. Permits: A Special Event Permit fee of \$0.00 is required to be paid to the City of Clearwater prior to Permit issuance. The Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for filing and obtaining all additional necessary and/or appropriate permits and licenses. All costs of such permits and licenses will be the responsibility of the Permittee, in conjunction with the Permittee Group or Organization (if any).

11. Compliance: Strict compliance with all applicable state and local statutes, codes, ordinances, resolutions, rules and regulations as well as the terms and conditions of this Special Event Permit is a condition precedent to the continued validity of this Permit. Any failure to comply immediately nullifies the validity of this Permit. Upon written notice of such nullification to the Permittee or any other member of the Permittee Group or Organization (if any) from the Mayor of the City of Clearwater, all of the above-described Special Event Activities shall immediately terminate. Any continuation of the above-described Special Event Activities in violation of such written notice of nullification may constitute violation(s) of applicable state and local statutes, codes, ordinances, resolutions, rules and regulations.

ISSUED this _____ day of _____, 202_.

SEAL
ATTEST:

MAYOR, BURT USSERY

CITY CLERK, JAYE POE

**City of Clearwater
City Council Meeting
January 18, 2024**

Clearwater Fall Festival Special Event Permit

Context: Clearwater Fall Festival has booked the carnival for October 4-6, 2024. When WEE Entertainment

The Fall Festival would like permission to use City Park and Chisholm Trail Sports Complex for the 2024 Fall Festival from October 2nd through October 6th. October 2nd will begin set up and October 6th will be Ministerial Alliance church service and tear down.

The parade is scheduled for October 5th. The parade route will be a little different than last year because the car show will be moving back to Ross Avenue between 2nd and Prospect.

Street closures will be on Ross Ave between 4th and 1st from Friday around 4pm to Saturday at 11pm for the festival. Street closure request for the car show on Saturday morning will extend from 4th to Prospect. After the car show the road closure will go back to Ross from 4th to 1st until the event is over on Saturday evening. The parade will be at 10am on Saturday and the route will need to be closed for the length of the parade.

Financial: No financial consideration for park uses or road closures

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Approve the special event permit for the Clearwater Fall Festival.

CITY OF CLEARWATER, KANSAS
SPECIAL EVENT PERMIT
ON PUBLIC PROPERTY WITHIN
THE CLEARWATER CORPORATE LIMITS

Please return to the City building a minimum of **60 days** prior to the event.

Permittee: Tricia Nichols

Permittee Group or Organization (if any): Clearwater Community Foundation

Permittee Address: 115 E Ross, Clearwater, KS 67026

Permit Date(s): Friday, April 5, 2024

Permit Hours: 5:30-9:30pm

Description of the Area to be Utilized Pursuant to this Permit: _____
Ross Ave

Description of Special Event Activities Permitted Pursuant to this Permit: _____

Permit Conditions:

1. Hours of Operation: Pursuant to this permit, the above-described Area to be Utilized Pursuant to this Permit is permitted to be utilized for the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

2. Street Closure: The following street(s) are to be closed to non-emergency traffic on the Permit Date(s) during the Permit Hours: Ross Ave from Byers to Prospect

3. Parade: One parade spanning from N/A to N/A shall be permitted on one of the Permit Date(s) during the Permit Hours. In accordance with Section 8 below, Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for the removal of any trash or other debris generated during the course of such parade.

4. Posting: During the entire time this special event permit is in effect, it shall be conspicuously posted within the above-described Area to be Utilized Pursuant to this Permit.

5. Emergency Vehicle Access: A clear path for emergency vehicle access should be maintained across and through the above-described streets on the Permit Date(s) during the Permit Hours.

6. Setbacks: All carnival rides, amusements, midway games, concessionaire stands and equipment as well as all other temporary structures erected in the above-described Area to be Utilized Pursuant to this Permit shall be set back not less than forty (40) feet from all street rights-of-way not closed to non-emergency traffic as set forth above.

7. Adequate Sanitary Facilities: Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for assuring that the above-described Area to be Utilized Pursuant to this Permit contains adequate sanitation facilities. Adequate sanitation facilities shall be determined on the basis of one (1) temporary restroom facility per one hundred (100) estimated people in attendance per hour. In this regard, Permittee, in conjunction with the Permittee Group or Organization (if any), shall provide 0 () porta potties, properly secured by stakes to the ground, to be utilized in conjunction with the above-described Special Event Activities within the above-described Area to be Utilized Pursuant to this Permit. Additionally, the City of Clearwater will also open its public restroom facilities located within the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

8. Trash: Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for providing the appropriate number of trash containers to contain any trash or other debris generated during the above-described Special Event Activities within the Area to be Utilized Pursuant to this Permit, including the placement of containers by all concession areas. Permittee, in conjunction with the Permittee Group or Organization (if any), is also responsible for the removal of any trash or other debris generated during the course of the above-described Special Event Activities from the Area to be Utilized Pursuant to this Permit as well as its surrounding vicinity.

9. Indemnification: Permittee, in conjunction with the Permittee Group or Organization (if any), shall assure that the City of Clearwater is indemnified against any and all losses incurred in connection with the above-described Special Event Activities by procuring and attaching to this Permit the following insurance coverage which names and indemnifies the City from any and all liability in this regard on a primary and non-contributory basis and includes a waiver of subrogation in favor of the City of Clearwater:

- General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate;
- Workers' compensation coverage for all event employees or volunteers; and
- Umbrella insurance with limits no less than \$1,000,000.

10. Permits: A Special Event Permit fee of \$0.00 is required to be paid to the City of Clearwater prior to Permit issuance. The Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for filing and obtaining all additional necessary and/or appropriate permits and licenses. All costs of such permits and licenses will be the responsibility of the Permittee, in conjunction with the Permittee Group or Organization (if any).

11. Compliance: Strict compliance with all applicable state and local statutes, codes, ordinances, resolutions, rules and regulations as well as the terms and conditions of this Special Event Permit is a condition precedent to the continued validity of this Permit. Any failure to comply immediately nullifies the validity of this Permit. Upon written notice of such nullification to the Permittee or any other member of the Permittee Group or Organization (if any) from the Mayor of the City of Clearwater, all of the above-described Special Event Activities shall immediately terminate. Any continuation of the above-described Special Event Activities in violation of such written notice of nullification may constitute violation(s) of applicable state and local statutes, codes, ordinances, resolutions, rules and regulations.

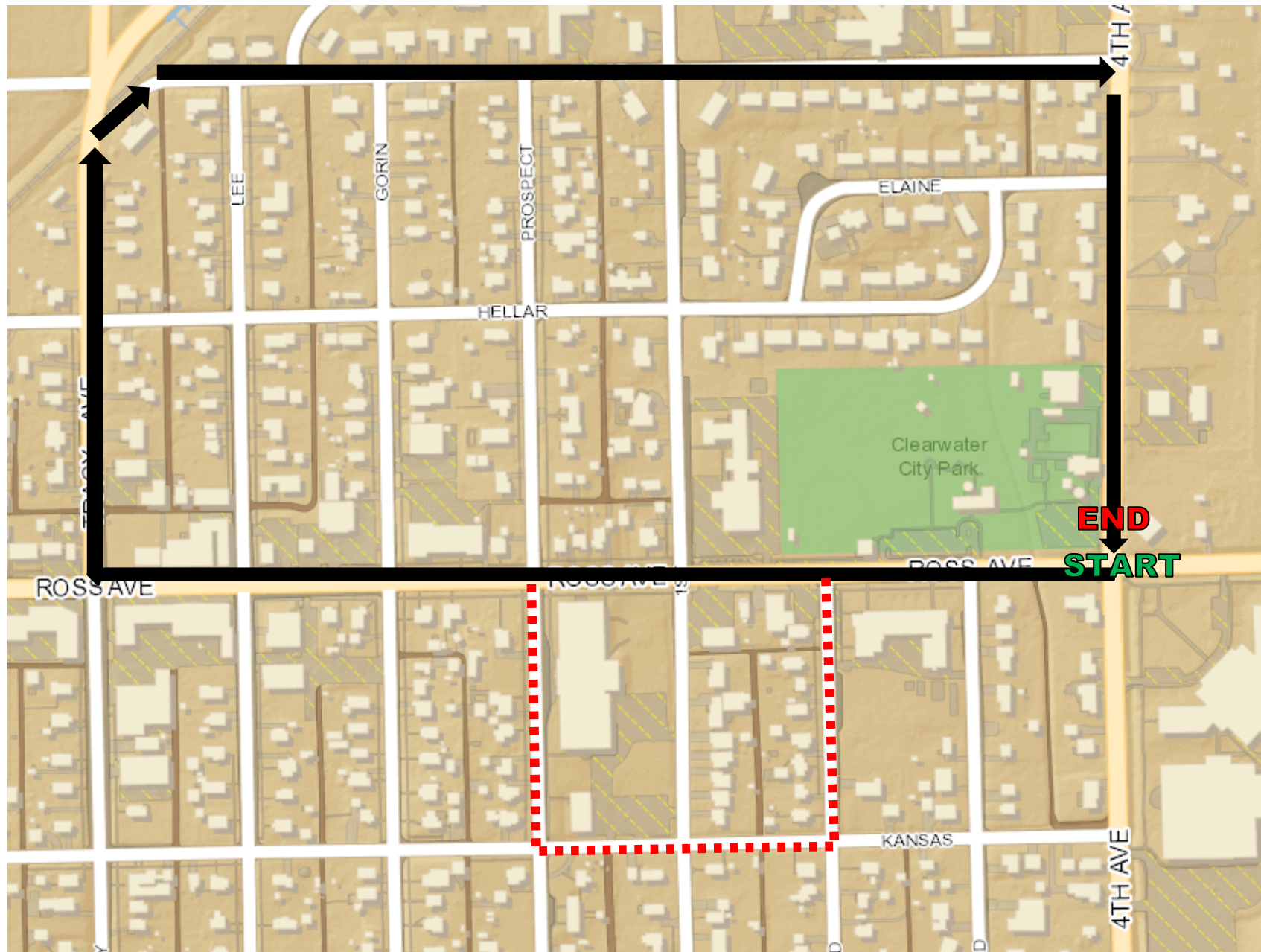
ISSUED this _____ day of _____, 202_.

SEAL
ATTEST:

MAYOR, BURT USSERY

CITY CLERK, JAYE POE

2024 FALL FESTIVAL PARADE ROUTE 10 A.M.



**City of Clearwater
City Council Meeting
January 18, 2024**

Police Department Vehicle Replacement

Context: In the 2023 police fleet rotation we have scheduled for a patrol vehicle replacement. Due to the strikes at the vehicle plants, we were unable to replace a vehicle last year but were put on a list to receive one in early 2024. This year we will retire the 2013 Chevy Tahoe (current chief vehicle) and replace it with a 2023 Ford Explorer. The cost for the 2023 Explorer on state contract is \$64,600.65. This will be paid with equipment reserve funds, no financing. I am the only one driving the 2013 Chevy Tahoe because it has many issues, and I don't want the officers to have the issues while it on patrol. The new 2023 Ford Explorer will go to Lt. Gearhardt for patrol. In the fleet rotation I would get his 2016 Ford Explorer since it is the oldest vehicle.

I recently drove the 2016 Ford Explorer and noticed many issues. The current issues will cost up to \$7,000 in repairs and it has 120,000 miles on it. The front end makes a lot of noise, has had steering issues in the past, and there are also many exhaust leaks. The Tahoe and Ford were here before I became the Chief, almost 4 years ago, and have served our department very well.

Due to the strikes at the plants, there is a patrol car shortage. Most plants are now going to a pre-order only patrol sales. You must get on a waiting list to get a patrol car. We are currently on a list to receive a car in 2025 but we are not guaranteed we will receive one.

Option #1 – Make the repairs on the 2016 Ford and hope to get a car replacement in 2025.

Option #2 - I have reached out to many departments and the Kansas Highway Patrol (KHP) to try and locate a cheaper and slightly used patrol vehicle for just me to drive. It would not need all the equipment the others have in them. The KHP will have some 2022-23 Chargers AWD 3.6 V6 USED with less than 50,000 miles, but there is also a waiting list. These are Police Packages. I have been in touch with Larry Lewis regarding KHP fleet sales. He has sent me an approximate bid sheet to show what the vehicle would be, and an around what it would cost. The amount is listed below.

Option #3 -I found a non-police package at Davis Moore 2023 Charger AWD 3.6 V6 NEW with 0 miles. Full Warranty. Price listed below. This is NOT a police package vehicle. The structure of the car is not police rated. (bigger brakes, stronger suspension, rated wheels and tires and different interior). This vehicle would be only for the chief to drive. We would have to add lights and siren. Decals would be optional. Decals will cost around \$1200-1400. Most chiefs' vehicles in Sedgwick County do not have decals anymore. That would be up to the Council and Chief. Davis Moore has sent the bid sheet below.

The reason for this letter is... if approved and the waiting list came down to us for the next car from KHP, we could move faster on purchasing this patrol car. We do have enough money in equipment reserve to replace the 2016 Ford Explorer with a Newer Dodge Charger. We also would put the 2013 Chevy Tahoe and 2016 Ford Explorer up for sale/auction. The money from the sales of these two vehicles would go back into our equipment reserve to help offset the purchases of future patrol cars. The next oldest vehicles in the fleet are the two 2020 Dodge Durango. We had to replace an engine in one already and we have had engine cooling issues, all have been addressed and covered under warranty. The Durangos are no longer under warranty. They will be next up for replacement.

Thanks,
Chief Kirk Ives

Financial: The current balance (after the 2024 vehicle is purchased) in the equipment reserve for PD Vehicles is \$43,220.33. We have scheduled to transfer \$8,000 each year to equipment reserve for vehicle replacement. As it looks today, we were under budget in 2023 by about \$59,000. This will be confirmed when yearend has been completed. If approved, we would like to transfer the funds to equipment reserve for future police vehicles. This would bring the balance to \$102,220 for vehicle replacement. The reason for under budget was staffing. In 2023 we had some staffing changes which affected personnel costs.

Vehicle	Mileage	Cost	Addition
2016 Ford	120,000	\$7,000 +	As needed
2022 Charger - KHP	50,000	\$31,900	Radio and camera install
2023 Charger – Davis Moore	0	\$38,215	Wiring, lights, siren, police console, radios, camera install
2025 Ford	0	\$67,000	All included

The Chief and I have spoken about the options and feel we would be able to stretch our fleet more evenly if we took the KHP offer to purchase one of their 2022 Chargers. This would allow the 2016 Ford to be removed from the fleet and keep our department on the list for a 2025 vehicle to replace one of the 2020 Durangos. The next time we would replace a vehicle would be 2027/ 2028.

Legal Considerations: Review and comment as necessary

Recommendations/Actions: Consider the options for PD replacement.

**City of Clearwater
City Council Meeting
January 18, 2024**

Fire Department Tengine

Context: It is important for the department to have dependable apparatuses to meet the needs of the community and the townships the service supports. The department has interlocal agreements with Ninnescah Township and Sumner County's Illinois Township. Each township contributes to the fire department for coverage. Ninnescah \$69,030 annually and Illinois \$7,472

During the 2024 Budget discussion it was brought up that the next apparatus in line purchase for the department is a Tengine. This will replace a 1984 Tender 72 and a 1998 Engine 71 as part of the Emergency Response Vehicle Fleet Evaluation. Currently the lead time on orders is 3 years. If ordered in 2024 the delivery won't be until 2027

In January 2022 the Governing Body approved the purchase of new Engine that will be delivered 1st quarter of this year. The cost of the apparatus was \$674,025.83. The city put a down payment of \$200,000 down and is currently making payments on the loan. The loan was granted from Volunteer Fire Financing @ 2.88% interest rate for 15 years. We just made the 2nd year payment of that commitment.

Clearwater Fire has researched different manufacturers of trucks and decided to go with Pierce. Pierce offers all the options that the fire department is seeking in a new custom apparatus. In addition, several members are already familiar with Pierce apparatus and are aware of its capabilities and performance. Pierce has local certified techs that won't require a delay in any maintenance issues with the apparatus (compared to other vendors that were 5-6 hours away).

The Pierce Enforcer Tanker with options on a government contract is \$1,113,290.81. A prepay discount is available that will reduce the purchase price to \$983,954.09. Conrad Fire has informed us there will be a 1% increase in February which will increase this truck price by \$11,000.

With equipment reserves the City would be able to put \$130,000 cash towards the purchase of the truck. The City would then finance \$983,290.81 @ 4.441% for 15 years. Annual payment is \$91,186.96. First payment will be due 1 year after close.

Legal Considerations: review and comment as necessary.

Recommendations/Actions: approve the purchase of the Pierce triple combination pumper for \$983,290.81 and the finance through Volunteer Financing Services.

Picture of short wheelbase engine with 2000-gallon water tank. The Clearwater truck will have some different options. All fire trucks are custom built.





Apparatus Quote

Customer Name: **CLEARWATER, KS**

Sales Rep: **ROGER BROWN**

Submitted Date: **11/16/23**

Expiration Date: **12/31/23**

Apparatus Detail

Qty.	Description	Price
------	-------------	-------

1

PIERCE ENFORCER TANKER

\$ 1,103,290.81

Quote Bid No. **1191**

Quote Doc Date: **11/16/23**

Performance Bond **YES**

Warranty Period: **Standard**

Estimated Build Time **38 MO**

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 1,103,290.81
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 1,103,290.81
Pre-Payment Discount	-\$ 129,336.72
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 10,000.00
Due Upon Order	\$ 983,954.09

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 1,103,290.81
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 1,103,290.81
Pre-Payment Discount	N/A
Extrication Rescue Tools*	\$ 0.00
Loose Equipment*	\$ 0.00
Options	\$ 10,000.00
Due Upon Delivery	\$ 1,113,290.81

Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER.

OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF PRODUCT DELIVERY.

Notes

ENCLOSED PROPOSAL IS BASED ON CURRENT PROJECTED EPA '27 ENGINE PRICING, WHICH, UPON NOTIFICATION FROM THE MANUFACTURER, IS SUBJECT TO CHANGE ANY TIME UP TO THE APPARATUS DELIVERY. SUCH CHANGES BY THE MANUFACTURER WILL INCREASE THE AMOUNT OF THIS ORDER ACCORDINGLY, AND FINAL BILLABLE PRICE TO THE CUSTOMER WILL BE UPDATED TO INCORPORATE THE INCREASE. ABOVE REFERENCED ESTIMATED BUILD TIME IS SUBJECT TO CHANGE. ABOVE REFERENCED OPTIONS ARE FOR A CONTINGENCY TO BE USED AT THE CUSTOMERS DISCRETION.

This quote with its attached provisions and apparatus specifications are accepted by:

Name

Signature

Date

This Quote (together with all attachments referenced herein), as provided by CONRAD FIRE EQUIPMENT, INC (Company) to the referenced Customer (Customer) includes the following terms and conditions and attached product specifications as hereby acknowledged by the Company and the Customer. The terms herein shall be applicable to the sale related to this quote and effective upon the Parties pursuant to the Customer's acceptance of this quote and/or the Customer's issuance of an official purchase order or the execution of a related contract between the parties, which shall expressly incorporate these provisions by referencing the date and bid number of this quote.

1. Specification Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost.
2. Commercial Chassis Pricing Changes. Pricing for commercial chassis provided by manufacturers other than Pierce (e.g., Kenworth, International, Peterbilt, etc.) may be subject to change subsequent to an order being placed as determined by the commercial chassis manufacturer. To the extent practicable, Company will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.
3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. To the extent this provision results in a price increase to the Customer for the order associated with this quote, the Company will notify the Customer in writing of such price increase for the Customer's approval before proceeding with the order; in lieu of proceeding with the order, the Customer may cancel the associated order without penalty by providing the Company written cancellation within 30-Days of receiving the price increase notice pursuant to this provision.
4. Payments. Pre-payment discounts are based on purchase price at time of order and are not subject to change. Any outstanding balance related to an order is due upon product delivery. All taxes, excises and levies that Company may be required to pay or collect for any reason shall be for the account of the Customer and shall be added to the Purchase Price. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].
5. Cancellation/Termination. In the event this associated order is canceled or terminated by the Customer before completion for any reason other than that directly related to and allowed per the provisions of Paragraph 3 above, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.
6. Delivery and Custody. Delivery of the Product is scheduled to be within the production timeline specified herein following the Effective Date of this Agreement. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract and is an approximation based on current information. Delivery updates will be made available and a final firm delivery date will be provided once established. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery. Payment shall be rendered according to the payment terms herein.
7. Governing Law and Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.
8. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.
9. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.



Option List

11/16/2023

Customer:	Clearwater FD	Bid Number:	1191
Representative	Brown, Roger	Job Number:	
Organization:	Conrad Fire Equipment	Number of Units:	1
Requirements Manager:		Bid Date:	09/27/2023
Description:	Tengine - CLEARWATER	Stock Number:	
Body:	Tanker, Dry Side, 2nd Gen, Aluminum Body, Tandem Axle, Custom Chassis	Price Level:	47 (Current: 47)
Chassis:	Enforcer Chassis, Tankers, Tandem Axle	Lane:	

Line	Option	Type	Option Description	Qty
1	0766677		Boiler Plate, Tanker	1
			Fire Department/Customer - Clearwater FD	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 150 Miles	
			Number of Fire Dept/Municipalities - 25	
			Bidder/Sales Organization - Conrad Fire Equipment, Inc.	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Conrad Fire Equipment, inc.	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588617		Vehicle Certification, Tanker	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
11	0000000	STF	Service information, Conrad Fire	1
11	0000000	STF	Training, Conrad Fire	1
11	0000000	STF	Photo gallery reports of truck by FASC	1
12	0620362		HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		10%, Pierce Built Chassis	1
15	0816574		100% with Warranty, 1 Yr, & Payment	1
			Percentage, Contract - 100	
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0806224		Enforcer Chassis, Tankers, Tandem Axle	1
19	0000110		Wheelbase	1
			Wheelbase - 221.50"	
20	0000070		GVW Rating	1
			GVW rating - 70,800 lbs.	
21	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
23	0629940		22,800 lb TAK-4 Axle	1
24	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
28	0052887		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Bright, Hub Pilot	1
29	0603821		48,000 lb Meritor Axle	1
30	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
31	0555353		Suspen, Rear, Hendrickson FMX 482 EX, Air Ride, 48,000 lb	1
32	0000485		Oil Seals, Rear Axle	1
33	0811055		Tires, Rear, Goodyear, Armor Max MSD, 12R22.50, LRH, Tandem	1
34	0066497		Wheels, Rear, Alcoa, 22.50" x 8.25", Alum, Dura-Bright, Hub Pilot, Tandem	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
37	0801909		Lug Nut, Covers, Chrome	1

Line	Option	Type	Option Description	Qty
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
42	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
43	0010673		ABS Wabco Brake System, Tandem Rear Axle	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
46	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
47	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
48	0617092		Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated,Saber FR/Enforcer	1
49	0000790		Brake Lines, Nylon	1
50	0089419		Air Inlet, with Kussmaul Air Eject (Fill-In Blank Location)	1
			Location - driver side of cab above wheel next to auto-eject for battery charger	
			Qty, Air Coupling (s) - 1	
51	0642325		Outlet, Air, with shut off valve, Milton "M" Fittings	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
52	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
53	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
			Paint Color, Air Tanks - Frame color	
54	0630460		Moisture Ejector, Manual, Remote Mounted, Enforcer/Saber FR	1
			Location - under LS4	
55	0055486		Drain, Remote Air Tank, w/Pull Cable, All Tanks	1
56	0612549		Fittings, Compression Type, Entire Apparatus, Tandem Rear Axle	1
57	0808535		Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Saber FR/Enforcer	1
58	0811409		Not Required, Engine Contingency Adjustment	1
59	0001244		High Idle w/Electronic Engine, Custom	1
60	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
61	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
62	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
63	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - 4" x 6" x 4" (Premium)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - Flush With Rub Rail	
			Tip, Exhaust - Straight Tip (Standard)	
64	0788765		Radiator, Saber FR/Enforcer	1
65	0001090		Cooling Hoses, Rubber	1
66	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Painted	
67	0001129		Lines, Fuel	1
68	0618791		DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air Bottle Door	1
69	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
70	0552712		Not Required, Shutoff Valve, Fuel Line	1
71	0699437		Cooler, Chassis Fuel, Not Req'd.	1
72	0690880		No Selection Required From This Category	1
73	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
74	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
75	0684459		Transmission Oil Cooler, Modine, External	1
76	0001370		Driveline, Spicer 1710	1
77	0010931		Driveline Safety Loop	2
			Qty, - 02	
78	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
79	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
80	0690274		Logo and Emblem on Dash	1
			Text, Row (1) One - CLEARWAER	

Line	Option	Type	Option Description	Qty
80			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - DEPARTMENT	
81	0606441		19" Painted Steel Bumper	1
82	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
83	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
84	0778092		Lift & Tow Package, Enforcer	1
85	0002270		Tow Hooks, Chrome	1
86	0671870		Recess, Front Warning Light, In Front of Extended Bumper	1
			Location - both sides	
			Material - treadplate	
87	0660435		Coating, Top Flange, Front Bumper, Outside Exterior, Rhino Lining, Black	1
88	0648332		7010 Enforcer Cab	1
89	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
90	0633594		Rear Wall, Interior, Adjustable Seating	1
91	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
92	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
93	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
94	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
95	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
96	0015440		No Chrome Molding, On side of cab	1
97	0569105		Mirrors, Ramco, 1750-PCHR, Heated/Remote, Heated/Remote Bottom Convex, Door Mnt	1
98	0072189		Mirror, 8.00" Convex, Cab Front, Front Cross View	1
99	0648172		Full Height Door	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
100	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
101	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
102	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
103	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
104	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
105	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
106	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
107	0012090		Not Required, Windows, Front/Side of raised roof	1
108	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
109	0618193		Storage Pockets, Elastic Cover, Recessed, Overhead Switch Panel, Saber FR/Enf	2
			Location - Position A & Position 4	
			Qty, - 02	
110	0722796		Dash, Poly, Saber FR/Enforcer	1
111	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
112	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
113	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
114	0728537		Floor, Lonseal, Loncoin II Flecks, Cab & Crew Cab, Custom Chassis, CARE	1
			Color, Interior Flooring - Loncoin II Flecks (No. 150)	
115	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
116	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1

Line	Option	Type	Option Description	Qty
117	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
118	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
119	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
120	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Southco C2 Black Raised	
121	0583042		Side Roll and Frontal Impact Protection	1
122	0622619		Seating Capacity, 4 Seats	1
123	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
124	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
125	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Southco C2 Black Raised	
126	0635973		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
127	0102783		Not Required, Seat, Rr Facing C/C, Center	1
128	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
129	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
130	0783468		Cabinet, Forward Facing, Center, 42 W x 50 H x 24.75 D, Roll, SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, Int Painted, Non-Locking	
			Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
131	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
132	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 04	
133	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
134	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Orange	
135	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
136	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Lens Switch and DS Cab Switch	
			Control, Dome Lt Color - Lens Switch	
137	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
138	0804719		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - Engine Tunnel Area	
139	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
140	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
141	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
142	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
143	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
144	0802945		Wiper Control, 2-Speed with Intermittent, Stalk Control, Enf MUX	1
145	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location, Spare Wiring - Officer Dash	
146	0896666		Wiring, Spare, 4.8 A 12V DC, USB Termination 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - left of officedr position, matrch 38400	
147	0548009		Wiring, Spare, 20 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery saver	

Line	Option	Type	Option Description	Qty
147			Wire termination - 10-Place Bus Bar w/Cover	
			Location, Spare Wiring - Behind Officer Seat	
148	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
149	0734854		Collision Mitigation, Not Requested	1
150	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
151	0735006		Intercom, David Clark, 4-Pos, 2-Radio, (D,O,RPTT), 2obC, U3805	1
			Location - TBD with approval drawings, match 38400	
152	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - match 38400	
153	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	3
			Qty, - 03	
			Location - officer and crew	
154	0597906		Headset, David Clark, H3441 Under Helmet, Flex Mic, One Slotted Ear Cup	1
			Qty, - 01	
			Location - driver	
155	0819255		Hangers For Headsets, NFPA Each, 23	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear	
			Fcng Seat and PS Outbrd, Rear Fcng Seat	
156	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
157	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	1
			Location - left side	
			Qty, - 01	
158	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714	1
			Camera System Audio - Not Provided	
159	0814831		Not Required, Camera Switcher	1
160	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
161	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
			CZT	
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
162	0896456		Prognostics, Electrical System	1
163	0624253		Multiplexed Electrical System	1
164	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
165	0008621		Battery System, Single Start, All Custom Chassis	1
166	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer	1
			Material Finish - Painted	
167	0812383		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-40	1
168	0814869		Location, Cab, Charger, Behind Driver Seat	1
169	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
170	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
171	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
172	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
173	0647729		Alternator, 320 amp, Delco Remy 40SI	1
174	0698237		Override Switch, Prk Brk Interlock for Windshield Wipers	1
			Location - match 3844, above start switch left side of dash	
175	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
176	0736670		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel, Halo Alt	1
			Flash	
			Color, Headlight Bez - Chrome Bezel	
177	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - c)clear	
178	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
179	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	

Line	Option	Type	Option Description	Qty
180	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
181	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
182	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Clear Flash Pattern, Directional Lts - Steady On (Arrow)	1
183	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
184	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd Location - left side	1
185	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
186	0589905		Alarm, Back-up Warning, PRECO 1040	1
187	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
188	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
189	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
190	0896454		Enhanced Software for Perimeter Lts	1
191	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
192	0032623		Lights, Additional Scene Lights Not Req'd @ Rear	1
193	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1
194	0768064		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 1st Location - driver side of cab up high centered above window Qty, - 01 Color, Wln Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	1
195	0768062		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 2nd Location - passenger side of cab up high centred above window Qty, - 01 Color, Wln Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	1
196	0763610		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st Location - driver side of body up high centered Qty, - 01 Color, Wln Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	1
197	0763608		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd Location - passenger side of body up high centered Qty, - 01 Color, Wln Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	1
198	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st Location - one each side up high on rear bulkheads Qty, - 02 Color, Wln Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Body Switch, DS Rear SS	2
199	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
200	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Parking Brake	1
201	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
202	0787447		Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	1
203	0897281		Tanker, Dry Side, 2nd Gen, Aluminum Body, Tandem Axle, Custom Chassis	1
204	0554271		Body Skirt Height, 20"	1
205	0896605		Tank, Water, 2000 Gallon, Poly, Dry Side Tanker 2G	1
206	0896948		Not Required, Tank Dump, LS	1
207	0896940		Not Required, Tank Dump, RS	1
208	0896322		Tank Dump, Rear, Newton, 10" Manual, S/S	1

Line	Option	Type	Option Description	Qty
209	0896291		Switch, Not Required	1
210	0896304		Dump Chute, Rear, Newton 6012SW-34 Swivel, S/S, w/Telescopic Ext	1
211	0896294		Switch, Not Required	1
212	0896085		Not Required, Switch, Tank Dump Master	1
213	0028107		Not Required, Foam Cell Modification	1
214	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
215	0027805		Overflow, 6" Poly, Tanker	1
216	0021854		Tank Fill, 2.50" Direct, Rear, Poly Tank	1
			Location, driver's/passenger's/center - Right	
			Adapter, Elbow - 2.5"NST	
217	0048710		Not Required, Jet Assist	1
218	0808375		Rack, Hyd Portable Tank, Zico Quic-Lift, PTS-HA, RS, 2100 Gal, Cover, Wetside/2G	1
			Size, Portable Tank - 2100g Fol-Da-Tank - Aluminum Frame	
			Cover Material, Rack, Folding Tank or HSH - Smooth Aluminum -	
			Painted Job Color	
219	0808620		Hose Bed, Aluminum, Dry Side Tanker 2G. Custom	1
220	0723545		Unpainted/Dual Action Finished Aluminum Hose Bed, 2G Pumper/Tankers	1
221	0003480		Hose Bed Capacity, Std, 1500' of 2.5", 400' of 1.5"	1
222	0676492		Divider, Hose Bed, .25" Unpainted, Angled at the Rear, w/Handhold	3
			Qty, Hosebed Dividers - 3	
223	0740288		Hose Restraint, HB, Velcro Strap Top, 2" Nylon Web Rear, w/Crosstube, Seat Belt	1
			Location - std.	
			Nylon Web Color - Black	
			Type of fastener, Rear - seat belt buckle - bottom of hosebed	
			Quantity - 04	
			Color, Strap - Black	
			Release, Seat Belt Buckle - Bar	
			Material, Cross Tube - Painted Match Upper	
			Size, Cross Tube - 3"x5"	
224	0678132		Track, Recessed, Hose Bed Divider, Additional	1
225	0567899		Tracks, Adjustable, Hose Bed Divider, Front Crossdivider of Hose Bed, Additional	1
226	0778161		Running Boards, 14.75" Deep, Front 45 Degree Corners	1
227	0810975		Tailboard, 16" Deep, Full Width, Angled Corners	1
228	0809373		Wall, Rear, Smooth Alum/Body Material, Flush Rr Wall/Compt/Tank, Ext'd	1
			Body, Custom	
229	0808170		Tow Eyes, 2G Dryside Tanker	1
230	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
231	0544667		Tray, Hose, Running Board, Free Floating, Tapered Front Corners, Soft Suction	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray - 25' of 5"	
232	0895897		Construction, Compt, Alum, Dry Side Tanker 2G	1
233	0896873		LS 211" Rollup, Full Height Front & Rear, FDLER, 2G	1
234	0896689		RS 211" Rollup, Low, FDLER, 2G	1
235	0694735		Doors, Amdor, Roll-up, Tanker, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
236	0807913		Compt, Rear, Tool, Dry Side Tanker 2G	1
237	0809134		Door, Tanker, Rear Tool Compt, Aluminum Treadplate	1
			Latch, Door, Storage - Southco C2 Black Raised	
238	0810702		Guard, Drip Pan, S/S, Rollup Door, Custom 2G Dry Side Tanker	6
			Qty, Door Accessory - 06	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, LS4, RS1 and RS2	
239	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
240	0691876		Brackets/Clamps, For Strip Lighting In Compartments, IPO Velcro	1
241	0687146		Shelf Tracks, Painted	6
			Qty, Shelf Track - 06	
			Location, Shelf Track - LS1, LS2, LS3, LS4, RS1 and RS2	

Line	Option	Type	Option Description	Qty
242	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
243	0808169		Fender Crowns, Rear, S/S, 2 Pair, w/Removable Fender Liner, Dry Side Tanker 2G	1
			Material Finish, Fender Liner - Brushed Stainless	
244	0602222		Hose, Hard Suction, 6.0", 10.0', Clear Corrugated, KocheK	2
			Qty, Hard Suction Hose - 2	
245	0724209		Trough, HSH, Top of Zico Portable Tank Rack	2
			Qty, - 02	
			Location, Hose Trough/Compartment - b) right side	
			Trough, Material - Alum - Painted	
			Trough, Latch Type - velcro	
246	0626229		Handrails, Side Pump Panels, Per Print	1
247	0025450		Handrails, Rear Bulkhead	1
248	0082756		Handrail, Rear, Below Hose Bed	1
249	0657651		Compt, Air Bottle, Double, Fender Panel	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
250	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
251	0004230		Ladder, 14' Duo-Safety 775A Roof	1
252	0811321		Ladder Storage, Thru-Tunnel, Horizontal, Banked/Spaced, Enclosed, 2G Dry Side	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - Southco C2 Black Raised, Pair	
			Door Type - lift up with 2 stay arms	
253	0733387		Ladder, 10' Duo-Safety Folding 585A	1
254	0733814		Storage, Folding Ladder, Thru-Tunnel Ladder Storage	1
255	0636805		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End	1
			Qty, - 01	
256	0733812		Storage, Pike Pole 8' or Longer, Thru-Tunnel Ladder Storage	1
			Qty, Pike Poles - 1	
			Material/Finish, Tube, Pike Pole - Poly	
257	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	1
			Qty, - 01	
			Location - ladder tunnel	
258	0733813		Storage, Pike Pole 6', Thru-Tunnel Ladder Storage	1
			Qty, Pike Poles - 1	
			Material/Finish, Tube, Pike Pole - Poly	
259	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - black	
			Location, Steps - Full Height Left Side w/LED Light	
260	0808622		Steps, Folding (Trident) and Platform, Dryside Tanker 2G	1
			Coating, Step - black	
			Location, Left Side, Right Side - Left Side	
261	0007545		45" Control Zone Side Mount	1
262	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
263	0004425		1500 GPM CSU Waterous	1
264	0004481		Seal, Grafoil, Waterous	1
265	0816447		Trans, Pump, Waterous C22 Series	1
266	0635600		Pumping Mode, Stationary Only	1
267	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
268	0003148		Transmission Lock-up, EVS	1
269	0004547		Auxiliary Cooling System	1
270	0014486		Not Required, Transfer Valve, Single Stage Pump	1
271	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
272	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
273	0072153		Primer, Trident, Air Prime, Air Operated	1
274	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
275	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1

Line	Option	Type	Option Description	Qty
276	0089437		Plumbing Without Foam System	1
277	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
278	0014650		Pump Suction Tube(s), Short, All	1
279	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
280	0084610		Valves, Akron 8000 series- All	1
281	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	2
			Qty, Inlets - 2	
282	0004700		Control, Inlet, at Valve	1
283	0004660		Inlet (1), Left Side, 2.50"	1
284	0004680		Inlet, Right Side, 2.50"	1
285	0505132		Anode, Zinc, Pair, Pump, One (1) on Inlet Side & One (1) on Discharge Side	1
286	0092569		No Rear Inlet (Large Dia) Requested	1
287	0064116		No Rear Inlet Actuation Required	1
288	0092696		Not Required, Cap, Rear Inlet	1
289	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
290	0092568		No Rear Auxiliary Inlet Requested	1
291	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
292	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
293	0027900		Tank Fill, 2.00"	1
294	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
295	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
296	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
297	0092570		Not Required, Outlets, Left Side Additional	1
298	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
299	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
300	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
301	0092571		Not Required, Outlets, Right Side Additional	1
302	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
303	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
304	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
305	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of right bumper	
306	0004995		Outlet, Rear, 2.50"	2
			Qty, Discharges - 02	
			Location, Outlet - c) one (1) each side	
307	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
308	0092574		Not Required, Outlet, Rear, Additional	1
309	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
310	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
311	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
312	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
313	0005065		Outlet, 3.00" Deluge Riser	1
314	0563671		Monitor, Akron 3431 Hi-Riser- No Ground Base	1
			Monitor Finish - Painted by OEM	
315	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
316	0005070		Deluge Mount, NPT	1
317	0723726		Speedlay Module Not Required	1
318	0722432		Hose Restraint Not Required, No Speedlay Module	1
319	0723395		Speedlays, Not Required	1
320	0723394		Speedlays, Not Required	1
321	0029167		(2+) 1.50" Standard Capacity Crosslays	2
			Qty, Crosslays - 2	
322	0029196		No Crosslay	1
323	0660087		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, W/Tether, Sides	2
			Qty, - 02	
324	0029260		No Speedlays	1

Line	Option	Type	Option Description	Qty
325	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
326	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1
327	0044333		Foam System Not Required	1
328	0012126		Not Required, CAF Compressor	1
329	0552517		Not Required, Refill, Foam Tank	1
330	0042573		Not Required, Foam System Demonstration	1
331	0045465		Not Required, Foam Tanks	1
332	0091110		Not Required, Foam Tank Drain	1
333	0091079		Not Required, Foam Tank #2	1
334	0091112		Not Required, Foam Tank #2 Drain	1
335	0738072		Approval Dwg, Pump Panel(s), Not Required	1
336	0032479		Pump Panel Configuration, Control Zone	1
337	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
338	0723265		Panel, Pump Access - RightSide Lift-up, Top Horz Hinged, Side Control	1
			Latch, Pump Panel Access, Side Mount - Flush Trigger, Black	
339	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
340	0586382		Gauges, Engine, Included With Pressure Controller	1
341	0005601		Throttle, Engine, Incl'd w/Press Controller	1
342	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
343	0549333		Indicators, Engine, Included with Pressure Controller	1
344	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
345	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
346	0005690		Gauges, 6.00" Master, Class 1, 30"-0-600psi	1
347	0616798	SP	Gauge, 3.00" Pressure, Class 1, 0-400psi	1
348	0736421		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - pg) pump in gear	
349	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
350	0006774		Not Required, Foam Level Gauge	1
351	0593161		Light Shield, S/S LED	1
352	0730329		Air Horns, (2) Buell, In Bumper	1
353	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
354	0757092		Control, Air Horn, Multi Select	1
355	0757084		Control, Air Horn, Horn Ring	1
356	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Plastic Coated Braided Cable	
357	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
358	0692039		Location, Electronic Siren, Center Console	1
359	0076156		Control, Elec Siren, Head Only	1
360	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
361	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
362	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
363	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
364	0748305		Control, Mech Siren, Multi Select	1
365	0732668		Control Mech Siren, Ft Sw LS, Linemaster 632-SC36	1
366	0748276		Control Mech Siren, Push Button Sw, Red Cover, RS	1
367	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
368	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
369	0746353		Not Required, Warning Lights Intensity	1
370	0815737	SP	Lightbar, Wln, Freedom IV-Q, 72", RRWBRR____RRBWRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
371	0016380		No Additional Lights Req'd, Side Zone Upper	1

Line	Option	Type	Option Description	Qty
372	0734071		Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Red Color, Lt DS Front Inside - Left Blue Color, Lt PS Front Inside - Right Blue Color, Q Bezel and Trim - Polished Chrome	1
373	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
374	0540692		Side Zone Lower Lights, Whelen M6 Location, Lights Front Side - c)each side, front custom cab corner Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Between Tandem	1
375	0644686		Lights, Side Rf, Wln M4** LED, Paint Brkt, Custom 6lts Location, Light Bar - b) over the crew cab doors Color, Lens, LED's - c)clear Color, Lt Side Front - Red Color, Lt Side Middle - Blue Color, Lt Side Rear - Red	1
376	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - b) PS Rear Lt Blue	1
377	0088745		Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - j) both domes clear	1
378	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
379	0502046		Rear Warning Bracket Compt Top LS, Low Mount RS S/S, Tanker	1
380	0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1
381	0590662		Location, Traf Dir Lt, Over Bed Between Body Shts, On Cross Tube, Recessed	1
382	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
383	0780392		Receptacle Strip, 15A 120V 7-Place 90 Deg, FEL99089, Protect Metal Housing, Int Qty, - 1 Location 1 - upper rear interiorwa;; of EMS cabinet AC Power Source - Shoreline	1
384	0519934		Not Required, Brand, Hydraulic Tool System	1
385	0649753		Not Required, PTO Driven Hydraulic Tool System	1
386	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
387	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
388	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
389	0669908		Strainer, 6.00" Low Level, Ken-Mar	1
390	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
391	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
392	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
393	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
394	0741569		Paint Process / Environmental Requirements, Appleton	1
395	0709567		Paint, Single Color, Enforcer Paint Color, Cab - 213 red	1
396	0709845		Single Color Body Paint Paint, Body - Match Lower Cab	1
397	0645807		Paint Chassis Frame Assy, With Liner, E-Coat, All Joints Sealed Paint Color, Frame Assembly, Predefined - Lower Job Color	1
398	0693797		No Paint Required, Aluminum Front Wheels	1
399	0693792		No Paint Required, Aluminum Rear Wheels	1
400	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1
401	0899825	SP	Paint All Victaulics	1
402	0007230		Compartment, Painted, Spatter Gray	1

Line	Option	Type	Option Description	Qty
403	0544129		Reflective Band, 1"-6"-1" Color, Reflect Band - A - e) black Color, Reflect Band - B - p) black Color, Reflect Band - C - za) black	1
404	0007357		Reflective on Front Bumper	1
405	0550819		Stripe, Chevron, Rear, Reflective, Tanker/Pumper Color, Chev, Reflective B - ruby red Color, Chev, Reflective A - ruby red	1
406	0027341		Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1
407	0658721	SP	Stripe, Reflective, 1"-6"-1" Additional on Front Bumper Color, Reflect Band - A - e) black Color, Reflect Band - B - p) black Color, Reflect Band - C - za) black	1
408	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1
409	0027372		Lettering Specifications, (GOLD STAR Process)	1
410	0686428		Lettering, Gold Leaf, 3.00", (41-60) Outline, Lettering - Outline and Shade	1
411	0686236		Lettering, Gold Leaf, 5.00", Each Qty, Lettering - 04 Outline, Lettering - Outline and Shade	4
412	0685993		Lettering, Reflective, 10.00", Each Qty, Lettering - 09 Outline, Lettering - Outline	9
413	0815209	SP	Emblem, Letter with Feathers, Gold Leaf, Pair Qty, - 1 Location, Emblem - match 38400	1
414	0029814		Emblem, Maltese Cross, Gold Leaf, 18"-20", Pair Qty, - 01 Location, Emblem - crew cab doors each side	1
415	0765565		Emblem, American Flag Muted, Ptd Cab Grille, All Custom Chassis	1
416	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
417	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
418	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
419	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
420	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
421	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
422	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
423	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
424	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
425	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
426	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
427	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
428	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
429	0695416		Warranty, Pierce Camera System, WA0188	1
430	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
431	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
432	0685945		Warranty, Transmission Cooler, WA0216	1
433	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
434	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
435	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
436	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
437	0641372		Warranty, Foam System, Not Available	1
438	0688015		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
439	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
440	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
441	0683627		Certification, Vehicle Stability, CD0156	1
442	0808582		Certification, Engine Installation, Saber FR/Enf, Cummins X10, 2027	1
443	0686786		Certification, Power Steering, CD0098	1

Line	Option	Type	Option Description	Qty
444	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
445	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
446	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
447	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
448	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
449	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
450	0545073		Amp Draw Report, NFPA Current Edition	1
451	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
452	0799248		Appleton/Florida BTO	1
453	0000019		TANKER	1
454	0000012		PIERCE CHASSIS	1
455	0004713		ENGINE, OTHER	1
456	0046395		EVS 3000 Series TRANSMISSION	1
457	0020011		WATEROUS PUMP	1
458	0772788		TANKER/PUMPER - POLY TANK	1
459	0028047		NO FOAM SYSTEM	1
460	0020006		SIDE CONTROL	1
461	0020007		AKRON VALVES	1
462	0020015		ABS SYSTEM	1
463	0658751		PUMPER BASE	1

1/17/2024



LESSEE:
EQUIPMENT:

CITY OF CLEARWATER, KS
PIERCE ENFORCER TANKER

Acquisition Cost	\$	1,113,290.81
Cash Down		130,000.00

BANK LOAN:

This in Arrears		
Initial Loan:	\$	983,290.81
Quoted Interest Rate:		4.441
# of Pymts per Year:		1
# of Years:		15 (5 yr fixed)

Payment Amount:	\$	\$91,186.96
First Payment Due:		1 Yr. After Close

Volunteer's Financing Services Inc
P.O. Box 447
Jonestown, PA 17038

215-416-0313

Tracey Charest, President
Tracey@firefinancing.com