

- 8. **Ninnescah Township Fire Services Agreement** **TAB D P32**
Action Required: Authorize Mayor to Enter Into Agreement with
Ninnescah Township for Fire Services **P34**
Action Taken: _____
- 9. **Claims and Warrants**
- 10. **City Administrator Report** **NOTES P3**
- 11. **Council Reports**
- 12. **Adjournment**

If you need any accommodations for the meeting, please contact the City Clerk's Office, 620/584-2311, or the KANSAS RELAY SERVICE 800/766-3777. Please give 48 hours notice.

<http://www.clearwaterks.org/>

TO: Mayor and Council
FROM: Justin Givens, City Administrator
SUBJECT: AGENDA NOTES
DATE: May 26, 2015

CONSENT AGENDA

Note: Council really only has a few hours per month to conduct city business. Therefore, I have introduced a "Consent Agenda" for items that are anticipated to draw no controversy or questions. The Council can then vote on all these Consent Agenda items with one motion. By eliminating time spent on simple items, Council can focus its energy on the matters that really need guidance and discourse.

However, if there is any item which any Councilmember or Mayor wishes to fully discuss instead, that item can be removed from the Consent Agenda and handled as a regular discussion item. The Consent Agenda does not foreclose further discussion if it is needed.

Item 5

- a. Review and approve minutes for the April 28th Regular Meeting.
- b. Adjustment for Seasonal Public Works Employee Andy Candillo.

-----end of Consent Items

Item 6 This item is the adoption of a Resolution that will call for the sale of temporary notes for the construction of infrastructure for Phase 1 of Park Glen Estates.

Item 7 Annual Appointments of Pool Employees as well as the approval of a new position at the pool – Assistant Manager and discussion of the salary for the pool manager.

Item 8 The agreement crafted by the City Attorney for fire services with Ninescah Township. The agreement moves from a 5 year to year to year agreement with an automatic renewal. An ordinance repealing Ordinance 911 is included with this item as well.

Item 9 Claims and Warrants – information on the claims and warrants will be provided to the Governing Body at the meeting.

Item 10 City Administrators Report – I will have a full report on department activities as well as items of note for the Governing Body.

City Hall and Offices will be closed on Monday, the 25th in observance of Memorial Day.

The Pool is scheduled to open on Saturday, May 23rd (weather dependent)

Thanks to the Public Works Department for patching potholes on Tracy in front of the Cemetery and the placement of the flags along city streets.

Staff has been meeting on Budget Development for 2016. Departments that have been reviewed include the Community Center, Police Department and Court as well as Library and part of the programs that fall under public works including Parks and Recreation.

Saturday, June 20th will be the Governing Body Budget Workshop. It will start at 8:00 am. The budget calendar is as follows:

- Clerk provides department heads with Budget Worksheets and Year to Date expenditures (May 6th)
- Department work sessions for preliminary budget needs (May)
- Council initiatives deadline (May 12)
- Council input (May/June/July)
- Council adoption of budget for publication (July 14; Fallback date of July 21 if necessary)
- Publication submitted to newspaper (July 24)
- Actual Publication (July 30--must be at least 11 days prior to August 11)
- Public Hearing on the budget (August 11)
- Formal Adoption (August 11)
- Submission of adopted budget to County Clerk (August 15)

TAB A

MINUTES
CITY OF CLEARWATER, SEDGWICK COUNTY, KANSAS
CITY COUNCIL MEETING

May 12, 2015
Clearwater City Hall – Council Chambers
129 E. Ross Avenue
Clearwater, KS 67026

CALL TO ORDER

The regular meeting of the City of Clearwater, Sedgwick County, Kansas, City Council was called to order by Mayor Burt Ussery on Tuesday, May 12, 2015 at 6:30 p.m., in the Clearwater City Council Chamber, City Hall, 129 E. Ross Avenue, Clearwater, Kansas.

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Chris Griffin gave the invocation which was followed by the pledge of allegiance and flag salute.

ROLL CALL

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

Burt Ussery, Mayor; Austin Wood, Laura Papish, Paul Clark, Chris Griffin, Ron Marsh - Council Members were all present.

The following staff members were present:

Justin Givens, City Administrator; Courtney Meyer, City Clerk; Others staff members present were: Jason Gearhardt, Lieutenant; Marvin and Mary Schauf, Fire Department; Donald Schauf, EMS Director; Beki Zook, Recreation Director; Ernie Misak, Public Works Director.

Others present: Shaun Weaver, Park Glen Estates; John Hass, Ranson Financial; Gene Eason, Chamber of Commerce; Lonnie Stieben, SKT; Gene Garcia; Jeremy Watts; Paul Rhodes, Times Sentinel News.

PUBLIC FORUM

Gene Eason with the Clearwater Chamber of Commerce addressed the Council and asked them to consider help in funding a part-time employee. The Chamber believes this positions would promote communication among the participants, promote efficiency and coordinate efforts among the participants, be the primary point of contact for contact with the participants, monitor and administer the web sites of the participants, making certain that all information is current and accurate, and coordinate and prompt activities and projects of the volunteers serving the various participants.

Lonnie Steiben spoke on behalf of the Chrisom Trail. Lonnie asked if the council would still consider donated \$1000.00 for marketing in the 2016 budget.

CONSENT AGENDA

Griffin moved, Papish seconded to approve the consent agenda which included minutes from regular council session on April 28th, minutes from the special council meeting on May 5th, request for purchasing card for the City Administrator in the amount of \$7000, and Kansas Municipal Utilities voting delegates. Voted and pass unanimously.

MAYORAL APPOINTMENTS

Griffin moved, Wood seconded to appoint the Administrative offices. Voted and passed unanimously.

Papish moved, Clark seconded to appoint the Public Works offices. Voted and passed unanimously.

Wood moved, Clark seconded to appoint the Emergency Medical Technicians. Voted and passed unanimously.

Clark moved, Griffin seconded to appoint the Fire Fighters. Voted and passed unanimously.

Wood moved, Marsh seconded to appoint the Police Department offices. Voted and passed unanimously.

Marsh moved, Griffin seconded to appoint the Recreation Commission, Planning Commission, Public Building Commission, Clearwater Foundation, Historical Society Board, and Library Board. Voted and passed unanimously.

**See attachment for a list of appointments by name.

PARK GLEN ESTATES DEVELOPMENT AGREEMENT

Papish moved, Griffin seconded to authorize the Mayor to enter into a development agreement with Shaun Weaver, Park Glen Estates. Voted and pass unanimously.

PARK GLEN ESTATES PETITION FOR IMPROVEMENTS

Wood moved, Clark seconded to accept the petition for improvements on Park Glen Estates. Voted and pass unanimously.

RESOLUTION FOR AUTHORIZATION OF IMPROVEMENTS FOR PARK GLEN ESTATES PHASE 1.

Wood moved, Marsh seconded to adopt resolution 5-2015 a Resolution Authorizing the Improvements for Park Glen Estates, Phase 1. Voted and pass unanimously.

ENGINEERING SERVICES AGREEMENT FOR PARK GLEN ESTATES PHASE 1

Papish moved, Clark seconded to authorize the Mayor to enter into an Engineering Services Agreement for the infrastructure improvements with Certified Engineering Design, P.A. for Park Glen Estates Phase 1. Voted and pass unanimously.

DEPARTMENT HEAD REPORTS

Misak reported KGS will be taking 4-6 months to moving and replacing about 300 gas meters around town.

Zook had nothing to report

Gearhardt stated that Police Clerk Johnson and Sgt. Luckner were in Washington D.C. attending the National Law Enforcement Memorial for the Hammers dedication. He also mentioned that the CGS computer went down in the storm and is being replaced and Friday will be the annual inspection on Federal arms and Humvee.

Donald Schauf had nothing to report.

Marvin Schauf had nothing to report.

CLAIMS & WARRANTS

City Clerk Meyer presented the claims and warrants as of May 12, 2015 in the amount of \$75,479.65.

Papish moved, Wood seconded to authorize the payment of all Claims and Warrants in the amount of \$75,479.65. Voted and passed unanimously.

CITY ADMINISTRATOR REPORT

The City Clerk has distributed individual budget sheets for each department and staff has already met with one department to begin planning for the upcoming budget season. The following information is for the development of the 2016 Budget:

- Clerk provides department heads with Budget Worksheets and Year to Date expenditures (May 6th)
- Department work sessions for preliminary budget needs (May)
- Council initiatives deadline (May 12)
- Council input (May/June/July)
- Council adoption of budget for publication (July 14; Fallback date of July 21 if necessary)
- Publication submitted to newspaper (July 24)
- Actual Publication (July 30--must be at least 11 days prior to August 11)
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- Submission of adopted budget to County Clerk (August 15)

Staff is moving forward with the purchase of a 14' Land Pride Flex Wing Mower from Wichita Tractor Supply. The final purchase price will be \$8,790.00 after a trade in credit of \$3,000.00. The unit should be delivered in two to three weeks. Separate bids were solicited from Wichita Tractor Supply and Prairie Land Partners,

Public Works Staff are in the process of completing several ADA Compliance related issues at the pool prior to its opening. These items include shower seats and extending the shower partitions as well as a new ramp in the baby pool. Staff is also researching

ADA compliant lifts to be used this season at the pool. The funding for these projects is from the \$13,000 dedicated to ADA compliance. Staff will provide a full report of progress and projects at a later meeting.

COUNCIL REPORTS

Griffin expressed a concern about vehicular speed on S. Gorin. Parker suggested a traffic study and to discuss it with the police department.

Marsh had nothing to report

Wood had nothing to report.

Papish had nothing to report.

Clark had nothing to report.

Mayor Ussery stated that the budget work session will be on June 20th at 8 a.m.

2016 BUDGET DISCUSSION

The Governing Body discussed various projects that they would like staff to research and provide further information on for the upcoming budget discussions that may be included as future projects. Those items included:

1. Exploring space for a new or expanded City Hall.
2. A traffic study and improvement concepts for the 4th and Ross Intersection.
3. Shelter house w/ bathrooms near soccer fields.
4. Cross walk at Wal-Mart or sidewalk to the nearest crosswalk.
5. Sidewalk to Post office and Home State Bank
6. Downtown design project
7. Storm shelter under Community Center
8. New well at the City Park

ADJOURNMENT

With no further discussion to come before the Council, Papish moved, Griffin seconded for adjournment. Voted and passed unanimously

The Meeting adjourned at 8:21 p.m.

CERTIFICATE

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

I, Courtney Meyer, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the May 12, 2015 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 26th day of May, 2015.

Courtney Meyer, City Clerk

City of Clearwater
City Council Meeting
May 26, 2015

TO: Mayor and City Council
SUBJECT: Increase in Pay for Seasonal Worker
INITIATED BY: Public Works Director
PREPARED BY: City Administrator
AGENDA: New Business

Background:

Andy Candillo began as a Seasonal Worker in the Public Works Department in April of 2012. Mr. Candillo was given an adjustment in his wage in June of 2012 and has continued to be work as a Seasonal Worker since that time. Mr. Candillo has not received and adjustment to his salary since June of 2012.

Analysis: Based on City Policy, the Mayor and Council must approve adjustments to wages for employees, outside of the Seasonal Pool Employees, who have by policy a set amount given to them each year when the return to service at the pool. The Public Works Director has requested that adjustment to the hourly wage earned by Mr. Candillo be changed from \$8.50 per hour to \$9.00 per hour.

Financial: The Park Department 405.100 Seasonal budget will be able to absorb the change in hourly wage. In adjustment in wage would result in an approximately \$440.00 increase in wages coded to that line.

Legal Considerations: Approved as to form

Recommendations/Actions: It is recommended the City Council:

Approve the wage adjustment to \$9.00 per hour.

Attachments:

None

TAB B

City of Clearwater
City Council Meeting
May 26, 2015

TO: Mayor and City Council
SUBJECT: Consider a Resolution Calling for the Sale of Temporary Notes
INITIATED BY: Bond Counsel
PREPARED BY: City Administrator
AGENDA: New Business

Background: As part of the process for installing infrastructure in support of the Park Glen Estates Addition, the Governing Body did accept and approve petitions for improvements and a development agreement for said improvements as well as an engineering services agreement. The resolution before the Governing Body is another step in the process for acquiring the funds to proceed with the project.

Analysis: The resolution authorizes the offering of General Obligation Temporary Notes in the amount not to exceed \$510,000.00. This includes the Street Improvements of \$245,200.77, Water Improvements of \$78,257.34, Sanitary Sewer Improvements of \$89,468.80 and \$97,073.09 in Drainage Improvements. Bids for the temp notes will be accepted until 11:00 am on June 9th at which time; the bids will be analyzed and presented to the Governing Body later that day at the regular meeting. Once approved and deposited the city can begin to draw from the funds to pay for the required infrastructure improvements.

Financial: The City at Large will be required to submit payment for only interest on the temporary notes in the amount of \$22,950 for three years until the temp notes mature and they are rolled into permanent financing at which time the special assessment process will start and the owners of property receiving the benefits will be given the opportunity to pay those charges off in full or via special assessments on their property tax bill. Those payments would total \$7,650 per year, and be borrowed as capitalized interest in the temporary note financing.

Legal Considerations: The Resolution and supporting documents have been crafted by Bond Counsel Kevin Cowan and he will be available for comment as necessary.

Recommendations/Actions: It is recommended the City Council:

Adopt the resolution calling for the sale of temporary notes.

Attachments:

1. Excerpt of Minutes (2-pages)
2. Resolution Calling for the Sale of Temp Notes (3-pages)
3. Exhibit “A” (1-page)
4. Notice of Sale (5-pages)
5. Official Bid Form (1-page)

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF CLEARWATER, KANSAS
HELD ON MAY 26, 2015**

The governing body met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes, Series 2015, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES 2015, OF THE CITY OF
CLEARWATER, KANSAS.**

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. ____-2015.

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Clearwater, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 6-2015

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2015, OF THE CITY OF CLEARWATER, KANSAS.

WHEREAS, the City of Clearwater, Kansas (the “Issuer”), has previously authorized certain internal improvements described as follows (collectively, the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority</u>	<u>Amount</u>
Park Glen Estates Addition:			
Street improvements	05-2015	K.S.A. 12-6a01 <i>et seq</i>	\$259,624
Water system improvements	05-2015	K.S.A. 12-6a01 <i>et seq</i>	82,861
Sanitary sewer improvements	05-2015	K.S.A. 12-6a01 <i>et seq</i>	94,732
Drainage improvements	05-2015	K.S.A. 12-6a01 <i>et seq</i>	<u>102,783</u>
<i>Total:</i>			<u>\$540,000</u>

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Ranson Financial Consultants, LLC, Wichita, Kansas (“Financial Advisor”), as financial advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said temporary notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell said temporary notes.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLEARWATER, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer at competitive public sale the Issuer's General Obligation Temporary Notes, Series 2015 (the "Notes") as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the governing body this date. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale, and shall be reviewed by the Financial Advisor and Bond Counsel as soon after the submittal hour as possible. All proposals for the purchase of the Notes shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the governing body shall review such bids and award of the sale of the Notes or reject all proposals.

Section 2. The Preliminary Official Statement, dated May 26, 2015, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Notes.

Section 3. The Clerk, in conjunction with the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel"), is hereby authorized and directed to give notice of said note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the governing body shall review such bids and shall award the sale of the Notes or reject all proposals.

Section 4. The Mayor and Clerk are each hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Regarding Preliminary Official Statement" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; and (b) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable purchaser of the Notes (the "Purchaser") to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the governing body on May 26, 2015.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE REGARDING
PRELIMINARY OFFICIAL STATEMENT**

To:

Re: \$510,000* City of Clearwater, Kansas, General Obligation Temporary Notes, Series 2015

The undersigned are the duly acting Mayor and Clerk of the City of Clearwater, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced notes (the "Notes").

The Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be accurate as of its date, except for the omission of certain information as such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF CLEARWATER, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF NOTE SALE

\$510,000*

CITY OF CLEARWATER, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2015**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Written and facsimile bids for the purchase of the above-referenced notes (the “Notes”), of the City of Clearwater, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth, until 11:00 A.M., Central Daylight Time (the “Submittal Hour”), on

JUNE 9, 2015

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the governing body at its meeting to be held at 6:30 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated July 1, 2015 (the “Dated Date”), and will become due July 1, 2018.

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable at maturity or earlier redemption, semiannually on January 1 and July 1 in each year, beginning on January 1, 2016 (the “Interest Payment Dates”).

Adjustment of Issue Size. The Issuer reserves the right to increase or decrease the total principal amount of the Notes, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The principal amount of the Notes may be adjusted by the Issuer in order to properly size the Note issue based on the discount and interest rates bid on the Notes. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., central daylight time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the date of the Notes to the date of delivery.

Place of Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note and the interest thereon will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”) of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Note Registration. The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas. The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Optional Book-Entry-Only System. The Successful Bidder may **elect** to have the Notes registered under a book-entry-only system administered through DTC. If such election is made, a book-entry-only system of registration will be employed, the Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption of Notes Prior to Maturity.

General. Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on July 1, 2016, and thereafter, as a whole or in part (selection of the amount of

Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Notes are being issued pursuant to K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, and K.S.A. 10-101 *et seq.*, as amended, and a resolution adopted by the governing body of the Issuer (the “Note Resolution”) for the purpose of paying a portion of the cost of certain drainage, sanitary sewer, street and water improvements that are within a defined benefit district (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of said Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids. All bids must be made on forms which may be procured from the Clerk or the Financial Advisor. No additions or alterations in such forms shall be made and any erasures may cause rejection of any bid. Bids must be in writing, submitted in sealed envelopes by mail or hand delivery or by facsimile, addressed to the undersigned, and marked “Proposal for General Obligation Temporary Notes, Series 2015.” Written bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to **(316) 265-5403**. Confirmation of receipt of facsimile bids may be made by contacting the Financial Advisor at the number listed below. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer shall not be responsible for failure of transmission of facsimile or delivery by mail or in person of any bid.

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6%; and (c) no supplemental interest payments will be considered. No bid shall be for less than **98.5%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid, and the average annual net interest rate (expressed as a percentage) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification as to initial offering prices described under the caption “Reoffering Prices” in this Notice.

Basis of Award. The award of the Notes will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any, from or adding the amount of the discount bid, if any, to the total interest cost to the Issuer. The Issuer or its Financial Advisor will compute the net interest cost based on such bids. If there is any discrepancy between the net interest cost specified and the interest rates specified, the specified net interest cost shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest net interest cost are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by the Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form, and shall specify all terms and conditions to which the Issuer will be required to agree in connection with the issuance of such insurance policy. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the Issuer.

Ratings. The Issuer has **not** applied for a rating on the Notes herein offered for sale.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for printing the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **JULY 1, 2015**, at DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer.

If the Notes are **not** issued in book-entry-only form, the denominations of the Notes and the names, addresses and social security or taxpayer identification numbers of the registered owners shall be submitted in writing by the Successful Bidder to the Note Registrar at least one week prior to the date of delivery of the Notes. In the absence of such information, the Issuer will deliver one Note registered in the name of the manager of the Successful Bidder. If the Notes **are** issued in book-entry-only form, the Issuer will deliver one Note registered in the nominee name of DTC.

Reoffering Prices. To provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the Successful Bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Notes, a written certification (the “Issue Price Certificate”) containing the following: (a) the initial offering price and interest rate for the Notes; (b) that all of the Notes were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of the Notes would be sold to the “public” at prices not higher than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public.

Subsequent to the Submittal Hour, such initial offering prices to the public shall be provided to the Issuer or the Financial Advisor not more than 20 minutes after requested by the Issuer or the Financial Advisor.

At the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated May 26, 2015, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board (the “Rule”). Additional copies may be ordered by the Successful Bidder at its expense. The Issuer's acceptance of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a contract between the Issuer and the Successful Bidder for purposes of the Rules.

Continuing Disclosure. The Securities and Exchange Commission (the “SEC”) has promulgated amendments to its Rule 15c2-12 (the “Rule”) requiring continuous secondary market disclosure for certain issues. The Issuer is relying on a provision of the Rule that exempts issues of less than \$1,000,000 aggregate principal amount from the requirements of the Rule and therefore has **not** covenanted to provide continuous secondary market disclosure. However, the Issuer obtains an audit of its annual financial statements by independent auditors, and presently intends to supply its most recent audited financial statements to any Registered Owner upon written request and reimbursement to the Issuer of the costs of the photocopying and mailing. The absence of continuing disclosure of financial or other information pertaining to the Issuer may impair the development of a secondary market for the Notes and could impair the ability of a Registered Owner to sell the Notes in the secondary market.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2014 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$14,373,701
Tangible Valuation of Motor Vehicles.....	<u>2,754,207</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	<u>\$17,127,908</u>

The total general obligation indebtedness of the Issuer as of the date of delivery of the Notes, including the Notes being sold, is \$4,495,000.

Legal Opinion. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Additional Information. Additional information regarding the Notes may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: May 26, 2015.

CITY OF CLEARWATER, KANSAS
By Courtney Meyer, Clerk

Issuer Address:

City Hall, 129 E. Ross
P.O. Box 453
Clearwater, Kansas 67026
Phone No.: (620) 584-2311
Fax No.: (620) 584-3119
Email: meyc@clearwaterks.org

Financial Advisor - Written and Facsimile Bid Delivery Address:

Ranson Financial Consultants, L.L.C.
200 West Douglas, Suite 600
Wichita, Kansas 67202
Attn: John Haas
Phone No.: (316) 264-3400
Fax No.: (316) 265-5403
Email: jhaas@ransonfinancial.com

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF CLEARWATER, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

TO: Courtney Meyer, Clerk
 City of Clearwater, Kansas

June 9, 2015

For \$510,000* principal amount of General Obligation Temporary Notes, Series 2015, of the City of Clearwater, Kansas, to be dated July 1, 2015, as described in your Notice of Note Sale dated May 26, 2015, said Notes to bear interest as follows:

<u>Maturity</u>	<u>Principal</u>	<u>Interest</u>
<u>July 1</u>	<u>Amount</u>	<u>Rate</u>
2018	\$510,000	_____ %

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount	\$510,000*
Less Discount (not to exceed 1.5%)	- _____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
Total interest cost to maturity at the rate(s) specified	\$ _____
Net interest cost	\$ _____
Average annual net interest rate	_____ %

The Bidder elects to have the Notes issued in "book-entry-only" form.

This proposal is subject to all terms and conditions contained in said Notice of Note Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. The acceptance of this proposal by the Issuer shall constitute a contract between the Issuer and the Successful Bidder.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
 Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Clearwater, Kansas, the above proposal is hereby accepted on June 9, 2015.

Attest:

 Clerk

 Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed and facsimile bids may be filed with Ranson Financial Consultants, L.L.C., Fax No. (316) 265-5403, at or prior to 11:00 A.M., Central Daylight Time, on June 9, 2015. Any bid received after such time will not be accepted and shall be returned to the bidder.

TAB C

City of Clearwater
City Council Meeting
May 26, 2015

TO: Mayor and City Council
SUBJECT: Seasonal Pool Appointments, Assistant Manager Position,
Compensation
INITIATED BY: Parks and Recreation
PREPARED BY: City Administrator
AGENDA: New Business

Background: Pursuant to Clearwater Policy, the Mayor and Council are required to appoint seasonal pool personnel on an annual basis. These employees include, the pool manager, Water Safety Instructors, Lifeguards and Basket Room Attendants. Chuck Reitberger will return as the pool manager. Chuck is returning for his 20th season as the manager. Of the lifeguards six have four or more years of experience and the pool will be adding four new employees this year. Additionally, an Assistant Manager position has been created for the 2015 season.

Analysis: It is important for an identifiable person to be in charge when the pool manager is not present and the creation of the Assistant Manager position will allow for this designation and delegation of duties when the manager is not present. The Assistant Manager will be paid at a rate of \$8.50 per year, which is in line with normal seasonal salaries.

The Recreation Director has requested that the pool manager salary be moved from a set rate of \$6,000.00 per season to an hourly rate of \$10.00. The concern from a staff perspective is that paying this position at an hourly rate could result in a higher expenditure for the pool manager salary than budgeted. The pool manager's time has not been tracked over the past years and typically with managerial level employees they work above 40 hours per week and usually more than 80 hours in a pay period.

Financial: Pool salaries are budgeted for \$43,000 in 2015 and have expenditures of \$38,000, \$29,000, and \$36,000 in 2012, 2013, and 2014.

Legal Considerations: Approved as to form

Recommendations/Actions: It is recommended the City Council:

Approve the Seasonal Appointments, Assistant Manager Position and Pay Classification and the Manager Pay Rate.

Attachments:

1. Seasonal Pool Employee List
2. Assistant Manager Position Description

AQUATIC CENTER STAFF FOR 2015

MANAGER

CHUCK REITBERGER

ASSISTANT POOL MANAGER

HAYDEN BATES

LIFEGUARDS

ALLISON REITBERGER (WSI)

KRISTEN BABB (WSI)

HAYDEN BATES (WSI)

KENZIE GANNAWAY

EMMA AST

MICHAEL ROWLAND

CAINAN SPELLMAN-SAK

T.J. LAYTON

JAKE THOMAS

TESSA CASTOR

CHARLEY WILKENS

KYNDALL LAYTON

LONDON SMITH

GRACEN BOND

KONNER WELLS

BENJAMIN WITT

BASKET ROOM ATTENDANTS

DAVID GERLACH

MEGAN BLASI

ALYSSA CAMPBELL

Assistant Pool Manager

The Assistant Pool Manager works under the direct supervision of the Pool Manager.

OVERVIEW

The Assistant Pool Manager will assist with the daily operation of the Clearwater Aquatic Center. The Assistant Pool Manager is classified as an hourly seasonal exempt employee who must be available nights and weekends.

DUTIES

- * Assist with the supervision and training of Lifeguard staff.
- * Record and organize accurate records concerning attendance, accident reports, chlorine readings, and schedules.
- * Handle all responsibilities of Pool Manager during his/her absence.
- * Handle routine disciplinary issues and communicate with the Pool Manager and Recreation Director when necessary.
- * Assist with the daily maintenance of pool and administer pump room procedures including chemical readings, balancing, and filtration.
- * Monitor pool, equipment, outside patio, locker rooms, concession stand, patrons, and staff in order to maintain a safe environment.
- * Assist with the planning of pre-season and in-service training sessions and participate in life-saving skill practices.
- * Enforce all aquatics facility rules, policies, and procedures.
- * Assist with facility set-up and break down on a daily basis.
- * Instruct and assist group swimming lessons for children.
- * Maintain communication with Swim Team Coaches concerning scheduling, equipment storage, and pool use

QUALIFICATIONS/SKILLS

- * Must possess the following current Red Cross Certifications:
 - * Lifeguarding/First Aid
 - * CPR/AED for the Lifeguard
 - * Water Safety Instructor preferred
- * Thorough knowledge and application in the areas of pool sanitation, water chemistry, and filtration.
- * Must display leadership abilities, be able to command the respect of pool staff as well as patrons, and be able to delegate duties when needed.
- * Must have effective decision making skills, public relation skills, and mathematics comprehension.
- * Must be at least 18 years old.

EXPERIENCE

- * Must have previous experience working in an aquatics setting.
- * Previous experience as a Lifeguard or Assistant Pool Manager is preferred.

EDUCATION

High school diploma; some college preferred.

TAB D

**City of Clearwater
City Council Meeting
May 26, 2014**

TO: Mayor and City Council
SUBJECT: Ninnescah Township Fire Services Agreement
INITIATED BY: City Administrator
PREPARED BY: City Administrator
AGENDA: New Business

Background:

At the April 28, 2015 Regular City Council meeting, the Governing Body directed staff to create an agreement for Fire Services with Ninnescah Township. Fire Services have been performed by the Clearwater VFD for the past five years in accordance with Clearwater Ordinance 911. The Ordinance called Ninnescah Township to pay the equivalent sum of six mills for fire protection within the township. The ordinance expired at the end of 2014. It was determined that both parties would be better served with an agreement as opposed to an ordinance.

Analysis: The City Attorney has crafted the agreement that provides for fire protection services to the township on a one year basis with an automatic renewal that maintains the current level of funding of six mills. The agreement allows both parties to terminate the agreement with written notice as well. An ordinance will need to be adopted to repeal Ordinance 911 and is included with this report.

At the time of writing this report, the agreement is pending review from the Fire Chief and Township. Staff does not anticipate any issues with either party.

Financial: The agreement calls for the township to submit a payment equal to 6 mills to the city for fire protection services. This amount will total approximately \$54,000 in 2015. The agreement maintains the 6 mill levy payment and that is adjustable based on the assessed valuation of the township. If that valuation rises or falls the payment adjusts accordingly.

Legal Considerations: City Attorney has crafted both the Agreement and Ordinance and can comment as necessary.

Recommendations/Actions: It is recommended the City Council:

1. Authorize the Mayor to Enter Into an Agreement with Ninnescah Township for Fire Protection Services;
2. Adopt Ordinance 997 Repealing Ordinance 911

Attachments:

1. Agreement for Fire Protection Services (3-pages)
2. Ordinance 997 (2-pages)

**CONTRACT BETWEEN THE CITY OF CLEARWATER,
SEDGWICK COUNTY, KANSAS AND NINNESCAH
TOWNSHIP FOR FURNISHING FIRE FIGHTING SERVICES
WITHIN NINNESCAH TOWNSHIP**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of Clearwater, Sedgwick County, Kansas, a city of the third class, hereinafter referred to as the "City" and Ninnescah Township, Sedgwick County, Kansas, hereinafter referred to as the "Township", or "Township Board".

WHEREAS, in accordance with the provisions of K.S.A. 12-2908, the Township represents that it is authorized to contract with the governing body of the City for the furnishing of fire fighting services within the Township under terms and conditions hereinafter provided; and

WHEREAS, the Township desires to receive fire fighting services from the City in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the City desires to furnish fire fighting services to the Township in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. It is understood that:

"Township Board" as referred to herein means the Township trustee, Township clerk and Township treasurer, acting as a board.

"City" as referred to herein means the mayor and council of the City.

"Fire Department" as referred to herein means the fire department of the City.

2. The City agrees, for the compensation hereinafter specified, and subject to the terms and conditions hereinafter stated, to furnish fire fighting services, including the use of Fire Department equipment, to the Township.

3. The Fire Department will make a reasonable effort to attend fires in the Township when notified of such fires; provided, however, that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare all or any portion of its equipment and firemen at such particular time to fight such fires, and that the road and weather conditions are such that the run can be made with reasonable safety. The judgment of the Fire Chief or the person in charge of the Fire Department shall be final in such matters.

4. The City shall not be liable to the Township, any inhabitant or taxpayer of the Township, or to any other person, firm or corporation for failure of the Fire Department to attend and/or put out a fire within the Township, or for any other damages to goods, property, or persons within the Township.

5. While the Fire Department may utilize Fire Department equipment, including a water truck, designed for the transport of water to fight fires within the Township, the City assumes no responsibility for the provision of any water supply necessary to fight any fire within the Township.

6. The Township agrees to pay to the City for furnishing fire fighting services as herein provided, an annual sum equal to 6 mills on all tangible assessed property located within the Township, excluding any incorporate city located therein. The assessed valuation shall be updated each year and the payment based upon the 6 mill levy shall be increased or decreased as the Township's assessed valuation increases or decreases. Said sum shall be paid quarterly: one-fourth on or before February 15, July 15, October 15 and December 15. The Township agrees to annually provide for the levying of said 6 mills on all tangible assessed property located within the Township, excluding any incorporate city located therein.

7. The term of this agreement shall commence upon its proper execution and end on December 31, 2015, subject to prior termination as herein provided. Subsequently, this agreement shall be deemed automatically renewed and extended for sequential one year terms, on the terms and conditions herein provided. However, either party may cancel this agreement on any January 1 hereafter by delivering to the other party written notice of said cancellation prior to June 1 preceding the January 1 cancellation date. In addition, the City may cancel this agreement at any time in the event the Township defaults on any of the terms or conditions herein by delivering to the Township ten (10) days written notice of said cancellation and termination.

8. All notices required or desired to be given hereunder shall be in writing and delivered in person or given by registered or certified mail. All notices given by certified or registered mail shall be deemed given as of the date they are mailed to the following addresses:

With respect to the City:

City of Clearwater
Attn: City Clerk
129 E. Ross
P.O. Box 453
Clearwater, Kansas 67026-0453

With respect to the Township:

Ninnescah Township
Attn: Township Trustee

9. Nothing in this Contract shall prohibit the City from negotiating mutual aid agreements with other fire departments.

10. This Contract constitutes the entire agreement between the parties hereto and may be modified only in writing and with the consent of the parties hereto.

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

CITY OF CLEARWATER, KANSAS

MAYOR, BURT USSERY

SEAL

ATTEST:

CITY CLERK, COURTNEY MEYER

NINNESCAH TOWNSHIP

TRUSTEE

CLERK

TREASURER

(Summary First Published in the Times-Sentinel
on the ____ day of _____, 2015.)

THE CITY OF CLEARWATER, KANSAS

ORDINANCE NO. 997

AN ORDINANCE REPEALING CHAPTER 2.28 - FIRE SERVICE PROVIDED TO NINNESCAH TOWNSHIP OF THE MUNICIPAL CODE OF THE CITY OF CLEARWATER, KANSAS, CITY OF CLEARWATER ORDINANCE NUMBER 911 AND ALL OTHER CONFLICTING ORDINANCES OR PORTIONS THEREOF.

WHEREAS, Chapter 2.28 of the Code of the City of Clearwater, Kansas provides for the provision of fire service by the City of Clearwater Fire Department within Ninnescah Township, Sedgwick County, Kansas; and

WHEREAS, Section 2.28.060 of said Code provides that the provisions of said Chapter 2.28 "shall remain in effect for a period of five (5) years from and after the first day of January, 2009"; and

WHEREAS, K.S.A. 12-2908 provides that any municipality within this state, including cities, counties and townships, "may contract with any municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform"; and

WHEREAS, Ninnescah Township, Sedgwick County, Kansas desires to contract with the City of Clearwater, Kansas for the provision of fire fighting services within Ninnescah Township, Sedgwick County, Kansas, in accordance with K.S.A. 12-2908; and

WHEREAS, the City of Clearwater, Kansas desires to contract with Ninnescah Township, Sedgwick County, Kansas to provide fire fighting services within Ninnescah Township, Sedgwick County, Kansas, in accordance with K.S.A. 12-2908, and repeal Chapter 2.28 - Fire Service Provided to Ninnescah Township of the Municipal Code of the City of Clearwater, Kansas, City of Clearwater Ordinance number 911 and all other conflicting ordinances or portions thereof.

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

Section 1. Repeal

Chapter 2.28 - Fire Service Provided to Ninnescah Township of the Municipal Code of the City of Clearwater, Kansas, City of Clearwater Ordinance number 911 and all other ordinances or parts of ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 3. Effective Date

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

Adopted by the City Council this 26th day of May, 2015.

Approved by the Mayor this 26th day of May, 2015.

MAYOR, BURT USSERY

ATTEST:

CITY CLERK, COURTNEY MEYER