

JOHNSON COUNTY NORTHWEST CONSOLIDATED FIRE DISTRICT

July 24, 2019

Mayor Michael E. Copeland
City of Olathe, Kansas
100 East Santa Fe Street
Olathe, KS 66061-3409

Re: Northwest Consolidated Fire District Detachment Agreement with the City of Olathe 2018

Dear Mayor Copeland:

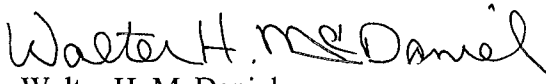
As the Chairman of the Northwest Consolidated Fire District Board, I am submitting to you two original executed copies of the "Agreement Detaching Property Within Johnson County From Northwest Consolidated Fire District To The City Of Olathe."

Please note that the Board has elected not to request compensation due to the nature and extent of the detached property. However, with respect to consideration of future detachment requests, the Board wishes to emphasize that it will continue to consider the appropriateness of requesting monetary compensation due to the impact of any detachments on the remainder of the District.

Additionally, the Board wishes to thank you and the Olathe City staff for its continued cooperation and assistance in the City's dealings with the District.

Very truly yours,

**JOHNSON COUNTY NORTHWEST
CONSOLIDATED FIRE DISTRICT**

By: 
Walter H. McDaniel
Chairperson

Enclosures

**AGREEMENT DETACHING PROPERTY WITHIN JOHNSON COUNTY FROM
NORTHWEST CONSOLIDATED FIRE DISTRICT TO THE CITY OF OLATHE**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, between the City of Olathe, Kansas (hereafter referred to as "City"), and Johnson County Northwest Consolidated Fire District (hereafter "District"), each party having been organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the District has been duly created and authorized under the provisions of K.S.A. 19-3613 *et seq.* to provide fire protection services to certain territory in Johnson County, and,

WHEREAS, the Governing Body of the District is authorized by the provisions of K.S.A. 19-3623f, acting jointly with the governing body of a city, to detach and exclude from the existing territory of the District any of its territory which may have been included within the corporate limits of such city by subsequent annexation, and,

WHEREAS, certain territory of the District as originally created has been annexed by subsequent action of the City pursuant to K.S.A. 12-520 so that it is now included within the corporate limits of the City, and,

WHEREAS, in the judgment of the Governing Body of the District, such annexed territory, because of its location, density, and proximity to existing fire stations and facilities of the City in relation to the station and facilities of the District, may be best protected by the City, and properly provided with fire protection in such annexed areas, and,

WHEREAS, the City through its annexation ordinance has reaffirmed its interest in and willingness to assume fire protection for such annexed territories, and has negotiated the detachment of such territories, all pursuant to the authority granted by K.S.A. 19-3623f, and

WHEREAS, the Governing Body of the District has determined that the detachment and exclusion of such territory by the City will not materially jeopardize or affect the remaining tax base or affect the ability of the remaining territory of the District to support and provide for adequate fire protection for the District and would not impair or render less effective or efficient the existing fire stations and operations within the remaining territory of the District. The Governing Body of the District has determined that detachment of these parcels is in the best interest of the patrons in the detached areas.

NOW THEREFORE in consideration of the above recitals, the City and the District agree to the following:

1. That property annexed by the City pursuant to Ordinance No. 18-46, which was subsequently amended by Ordinance No. 18-63, which is currently located within the territory of the District and which has not been previously detached (a copy of the annexation ordinances is attached hereto as Exhibit 1) shall be detached and excluded from the boundaries of the District and shall be transferred to and provided fire protection services by the City, subject to the requirements set forth in K.S.A. 19-3623f. A Map of such property is attached hereto as Exhibit 2, and legal description is attached hereto as Exhibit 3.

2. In accordance with K.S.A. 12-546, because the Property was annexed into the City but will not be detached from the District in the tax year when the annexations occurred, the District will continue to levy taxes for fire service against the Property and provide fire service to the Property until December 31, 2019. Thereafter, the City will levy taxes for fire service against the Property and will provide fire service to the Property. All general obligation bonds issued by the District for the acquisition or construction of fire stations or buildings, the acquisition of sites therefor and the purchase of firefighting equipment for use in the District, which were issued prior to the effective date of the annexation of the Property, as herein provided, shall continue as an obligation of the Property at the time such bonds were issued, all as provided for in K.S.A. 19-3623f.

3. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

4. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

5. In the event any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

7. The terms and provisions of this Agreement neither include or effect the transfer of any real or personal property owned by the District nor the payment of compensation therefor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

CITY OF OLATHE, KANSAS

By:

Michael E. Copeland
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

Ronald R. Shaver
City Attorney

JOHNSON COUNTY NORTHWEST
CONSOLIDATED FIRE DISTRICT

Walter H. McDaniel

Chairperson

ATTEST:

D.W. Garrett

Secretary

APPROVED AS TO FORM:

Frank J. John

Fire District Attorney