

INTERLOCAL AGREEMENT WITH CITY OF GREAT BEND

Detail: In the past several years, the Board has approved Interlocal Agreements with the Cities of Great Bend, Ellinwood, Hoisington and Claflin. Attached is a copy of a proposed Interlocal Agreement with the City of Great Bend, effective January 1, 2013, for the Board's consideration. This continued effort is to provide incentives to home and business owners to expend resources to provide capital improvements to their homes and businesses which, in turn, will help to revitalize selected areas of the City of Great Bend. The incentives are provided through a tax rebate on the new improvements.

Recommendation: To lend support, it is recommended that the Board authorizes President Heilman to sign the Interlocal Agreement with the City of Great Bend as presented.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”), effective January 1, 2013 by and between the City of Great Bend, Kansas; a duly organized municipal corporation, hereinafter referred to as “City”, and Barton County Community College, hereinafter referred to as “BCCC”.

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development, and

WHEREAS, K.S.A. 12, 17,114 et seq. provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization, and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to adopt the neighborhood revitalization plan as contained in attachment A, attached hereto and incorporated by reference as if fully set forth herein. The parties further agree the neighborhood revitalization plan as adopted will not be amended without approval of the parties except as may be necessary to comply with applicable state law or regulation.
2. The parties further agree that Barton County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. It is agreed that 5% of the increments as defined in K.S.A.12-17,115 (d) shall be utilized by the County to pay for administrative costs incurred by the County in implementing and administering the Plan. Additionally there shall be a \$15.00 application fee collected at the time the application is submitted. The county shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the county resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the county’s revitalization fund.
3. The parties agree to undertake a review of the neighborhood revitalization plan every three years hereafter, to determine any needed modifications to the neighborhood revitalization plan. The parties agree that any party may terminate this agreement by providing thirty (30) days advance written notice, provided however, any applications for tax rebate submitted prior to termination, if approved, be considered eligible for the duration of the rebate period.

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

CITY OF GREAT BEND, KANSAS

Mike Allison, Mayor

ATTEST:

Wayne E. Henneke, City Clerk

Dr. Carl R. Heilman
President, BCCC

Approved to form:

Robert G. Suelter
City Attorney

Approved this _____ day of _____, 2012, by the Attorney General of the State of Kansas.

Kansas Attorney General