

**CITY OF DESOTO, KANSAS, THE BOARD OF COUNTY
COMMISSIONERS OF JOHNSON COUNTY, KANSAS, JOHNSON
COUNTY PARKS AND RECREATION DISTRICT, JOHNSON
COUNTY LIBRARY DISTRICT, JOHNSON COUNTY COMMUNITY
COLLEGE AND DESOTO UNIFIED SCHOOL DISTRICT #232**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") referencing the City of DeSoto, Kansas Neighborhood Revitalization Plan (hereinafter referred to as "Plan") entered into this 20th day of July, 2000 by and between the City of DeSoto, Kansas, a duly organized municipal corporation hereinafter referred to as "City"; Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as "County"; Unified School District #232 of DeSoto, Kansas, hereinafter referred to as "USD #232"; Johnson County Community College, Johnson County Library District, hereinafter referred to as "Library District"; and Johnson County Parks and Recreation District, hereinafter referred to as "Parks and Recreation District"; and

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

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements; 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 development 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 consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. The parties further agree the neighborhood revitalization plan as adopted will only be amended by a majority of the parties and as may be necessary to comply with applicable state laws or regulations.
2. The parties further agree that the City shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The parties acknowledge and agree that 5% of the increment for commercial and 5% or \$75, whichever is greater, of the increment for residential, as defined by K.S.A. 12-17, 118, shall be used to pay the County for the costs of implementing and administering the tax rebates, all as is described in the neighborhood revitalization plan. The County, upon approval by each signatory party, shall create a neighborhood revitalization fund for each said signatory party, pursuant to K.S.A. 12-17, 118 and amendments for the purpose of providing property tax increment rebates.
3. This agreement shall commence September 1, 2000 and expire August 31, 2010.
4. This agreement and plan shall be subject to annual review, which shall commence on or before January 15 of each year to determine whether this agreement and plan shall be renewed and whether any modifications to this agreement and plan are needed. The parties agree that termination notice of this agreement and plan by any signatory party prior would adversely impact the plan and, consequently, any termination notice must be in writing and received prior to January 1 of each year.
5. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this contract as of

July 20, 2000.

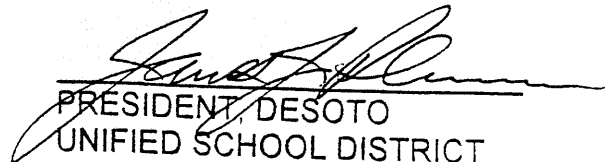
Steve Prudden
MAYOR, CITY OF DESOTO

ATTEST:

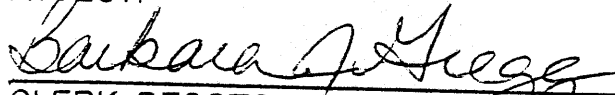
Jana P. McPherson
CITY CLERK, CITY OF DESOTO

APPROVED AS TO FORM:

Paul D. [Signature]
CITY ATTORNEY, CITY OF DESOTO


PRESIDENT, DESOTO
UNIFIED SCHOOL DISTRICT
#232 BOARD

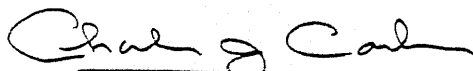
ATTEST:


CLERK, DESOTO UNIFIED SCHOOL DISTRICT
BOARD

amended by a majority of the parties and as may be necessary to comply with applicable state laws or regulations.

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IN WITNESS WHEREOF, the parties have hereunto executed this contract as of August 3, 2000.



PRESIDENT, JOHNSON
COUNTY COMMUNITY
COLLEGE

JOHNSON COUNTY PARK AND RECREATION DISTRICT
BOARD OF COMMISSIONERS
INTERLOCAL AGREEMENT
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revitalization plan. The County, upon approval by each signatory party, shall create a neighborhood revitalization fund for each said signatory party, pursuant to K.S.A. 12-17, 118 and amendments for the purpose of providing property tax increment rebates.

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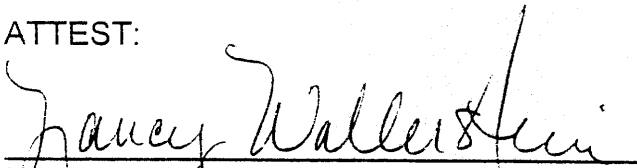
IN WITNESS WHEREOF, the parties have hereunto executed this contract as of July 19, 2000.

BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND
RECREATION DISTRICT

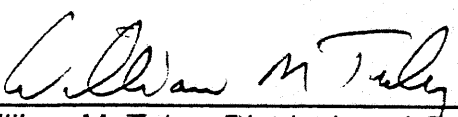
By: 

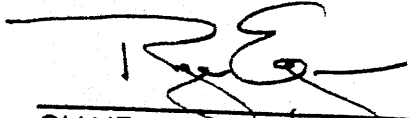
Dr. Mike Jurkovich, Chair

ATTEST:

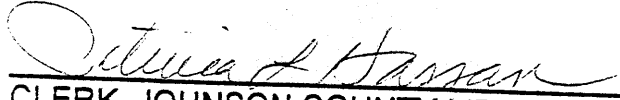

Nancy Wallerstein, Secretary

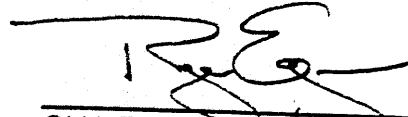
APPROVED AS TO FORM:


William M. Tuley, District Legal Counsel


CHAIRMAN, JOHNSON
COUNTY LIBRARY DISTRICT
BOARD

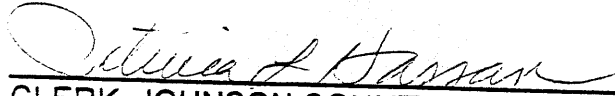
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CLERK, JOHNSON COUNTY LIBRARY
DISTRICT BOARD

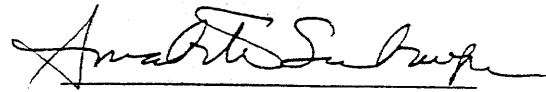


CHAIRMAN, JOHNSON
COUNTY LIBRARY DISTRICT
BOARD

ATTEST:

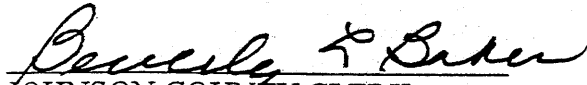


CLERK, JOHNSON COUNTY LIBRARY
DISTRICT BOARD



CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

ATTEST:


JOHNSON COUNTY CLERK



ATTEST:

CLERK, JOHNSON COUNTY PARKS AND
RECREATION DISTRICT BOARD

CHAIRMAN, JOHNSON
COUNTY PARKS AND
RECREATION DISTRICT
BOARD

CHAIRMAN, JOHNSON
COUNTY LIBRARY DISTRICT
BOARD

ATTEST:

CLERK, JOHNSON COUNTY LIBRARY
DISTRICT BOARD