

NEIGHBORHOOD REVITALIZATION PROGRAM INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this 11 day of January, 2003, by and between the City of Emporia, a duly organized municipal corporation hereinafter referred to as "City", Board of Lyon County Commissioners of Lyon County, Kansas hereinafter referred to as "Lyon County", Unified School District #253 hereinafter referred to as "USD 253".

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

WHEREAS, the agreement shall be submitted, pursuant to law, to the Attorney General of the State of Kansas for determination whether the agreement is in proper form and compatible with the laws of the State of Kansas. His approval and/or failure to disapprove within 90 days will precede this agreement's entry into force; and

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into this interlocal agreement; and

WHEREAS, no separate legal or administrative entity is created by this agreement; and

WHEREAS, K.S.A. 1995 Supp. 12-17, 114 et. seq. (Kansas Neighborhood Revitalization Act (KNRA)) 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. Supp. 12-17, 114 et. seq. 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 a copy of which shall be maintained in the offices of the City Clerk, Lyon County Clerk, and the Board of Education.

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 five (5) percent of the increment rebated by the City, Lyon County and USD 253, as defined in K.S.A. 1995 Supp. 12-17, 115(e), shall be utilized to off set costs of Lyon County in implementing and fulfilling the requirements of the plan, all as described in the neighborhood revitalization plan. Lyon County shall maintain a fund pursuant to KSA 12-17, 118 for the deposit of said increments and the payments of relates as provided by the plan. Any funds remaining in the fund at the conclusion of the plan will be dispersed to the parties hereto based on the ratio said parties mill levy bears to the combined mill levy of the parties.

3. This Agreement shall expire December 31, 2017 or at such earlier time as all rebates have been paid to property owners or the neighborhood revitalization plan is canceled pursuant to its terms. The parties agree to undertake review of the neighborhood revitalization plan commencing on January 1, 2008 to determine continuation of a neighborhood revitalization plan and participation in a new interlocal agreement.

4. Except as provided above the parties do not anticipate acquiring, holding or disposing of any real or personal property.

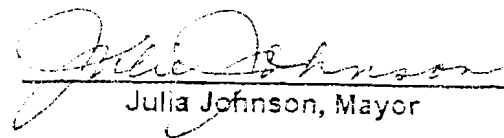
5. If any provision of this agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating Public Agency, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid or inoperative or unenforceable to any extent. The effect and meaning of this agreement, the plan and the rights of all Public Agencies shall be governed by and construed according to the laws of the State of Kansas.

6. This Agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

IN WITNESS WHEREOF, the Public Agencies have caused this agreement to be duly executed by their respective appropriate representatives.

CITY OF EMPORIA

By:

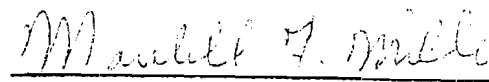

Julia Johnson, Mayor

ATTEST:

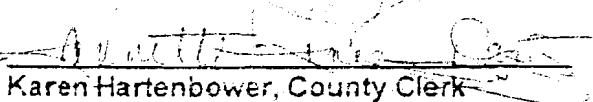

Susan Mendoza, City Clerk

LYON COUNTY

By:



_____, Chairman
Lyon County Commission

ATTEST:



Karen Hartenbower, County Clerk

UNIFIED SCHOOL DISTRICT #253
Lyon County, State of Kansas

By:


_____, President
U.S.D. #253, School Board

ATTEST:


Norma J. Stinnett, Board Clerk