

INTERLOCAL AGREEMENT WITH THE CITY OF GREAT BEND

Detail: At its monthly student session on December 6, the Board reviewed a proposed interlocal agreement with the City of Great Bend. The agreement would permit the continuance of the rebate of taxes that the College would have collected on new development. The rebate would only apply to new construction and not existing structures on the tax rolls. This means that the College would forego receiving tax dollars, as specified in the agreement, in order to encourage city-wide development. In that the College would not be rebating taxes on existing valuation but only on valuation that would occur under the agreement, it would not forego any existing dollars it currently receives. In short, the College would be continuing its support in helping the community to invest in itself to grow its future tax base. As specified in the rebate scale, future taxes would be collected on the development this action would encourage.

Recommendation: It is recommended, through approval of the consent agenda, that the Board of Trustees authorize the College President to sign the attached interlocal agreement with the City of Great Bend.

Interlocal Agreement

This interlocal agreement (hereinafter referred to as "Agreement"), effective January 1, 2007, 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 is 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 the county shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. 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 neighborhood 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 shall, 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 Henneke, City Clerk

Dr. Carl Heilman
President, BCCC

Approved to form:

Robert G. Suelter,
City Attorney

Approved this _____ day of _____, 2006, by the Attorney General of the State
of Kansas.

Kansas Attorney General
