

NEIGHBORHOOD REVITALIZATION PLAN INTERLOCAL AGREEMENT

This Neighborhood Revitalization Plan Interlocal Agreement (“Agreement”) is made and entered into this 22nd day of February, 2021, between the Dickinson County Board of County Commissioners (the “County”), Unified School District #435 School Board (the “District”), and the City of Abilene, Kansas, a municipal corporation (the “City”).

RECITALS

WHEREAS, K.S.A. 12-2904, 12-2908, and 12-17,119 allow public agencies to enter into interlocal agreements to jointly perform certain functions, including economic development and neighborhood revitalization.

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies having the statutory authority to enter into interlocal agreements.

WHEREAS, it is the desire and intent of the parties to enter into an interlocal agreement regarding neighborhood revitalization in the City of Abilene, Kansas, under the Neighborhood Revitalization Program, pursuant to K.S.A. 12-17,114, *et seq.* (the “Act”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Neighborhood Revitalization Plan. On February 22, 2021, by adoption of Resolution No. 022221-1, the City designated certain areas within the City of Abilene, Kansas as neighborhood revitalization areas and adopted a Neighborhood Revitalization Plan for the revitalization of such areas, as authorized by the Act. A copy of the Neighborhood Revitalization Plan (hereinafter, “the Plan”) is attached hereto and incorporated herein by this reference. The County and the District agree to adopt and participate in the Plan.

2. Purpose. The parties acknowledge and agree that the new construction and rehabilitation of structures in the areas defined in the Plan, will: (i) promote the public health, safety and welfare of citizens in the City of Abilene and Dickinson County; (ii) improve sound growth of the City and promote the expansion and renovation of existing businesses; (iii) draw new businesses to the community; and (iv) develop vacant sites and redevelop aging commercial sites.

3. Tax Incentives. Ad valorem property tax rebates shall be offered by the parties to encourage participation in the Plan, all in accordance with the terms and conditions set forth in the Plan.

4. Rebating of Taxes. The parties further agree that the County shall administer the Plan as adopted by each party. 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 City, the County, and the District resulting from qualified improvements to property pursuant to the Plan shall be credited to the County’s

neighborhood revitalization fund.

5. Eligible Areas. The areas eligible for program benefits under the Plan shall be as identified on the maps contained within the Plan.

6. Term. This Agreement shall expire December 31, 2026. The parties agree to undertake a review of the Plan, on or before October 31, 2026, to determine any needed modifications to the Plan and participation in a new interlocal agreement. The parties may terminate or extend this Agreement prior to December 31, 2026 by mutual written consent. Any applications for tax rebates submitted prior to the termination or expiration of this agreement shall, if approved, be considered eligible for the duration of the rebate period.

7. Amendments. The parties agree that the Plan, as adopted and attached hereto, will not be amended without the written approval of the parties, except as may be necessary to comply with applicable law.

8. Duplication. This Interlocal Agreement shall be executed in triplicate form.

9. Termination. The parties may terminate or extend this Agreement prior to December 31, 2026, by written, mutual consent. However, eligible rebate applications submitted prior to termination of the program shall be honored. The parties agree that the area described in the Plan may be modified to meet the needs of the Plan. The parties do not intend to acquire, hold, or dispose of real and/or personal property in this joint or cooperative under-taking.

10. Interlocal Agreement. The parties further recognize and acknowledge that each party is a "municipality", as defined in K.S.A 12-2908, and that this Interlocal Agreement is a contract between municipalities to perform a governmental undertaking which each contracting party is authorized by law to perform. Accordingly, pursuant to K.S.A. 12-2908(c), this Agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*, and this Agreement is, therefore, not subject to approval by the Attorney General of the State of Kansas.

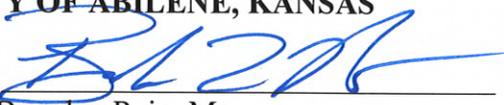
11. Entire Agreement. This Agreement and any attachments constitute the entire Agreement between the parties.

12. Attorney General Approval. The parties further recognize and acknowledge that this Agreement is subject to approval by the Attorney General of the State of Kansas.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF ABILENE, KANSAS

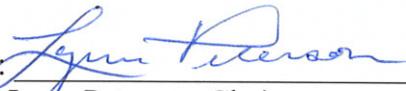
By:  Date Approved: February 22, 2021
Brandon Rein, Mayor

ATTEST:

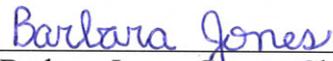

Penny Soukup, CMC
City Clerk



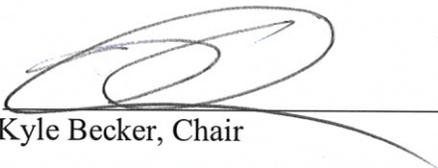
DICKINSON COUNTY, BOARD OF COUNTY COMMISSIONERS

By:  Date Approved: March 4, 2021
Lynn Peterson, Chair

ATTEST:


Barbara Jones, County Clerk

USD 435 BOARD OF EDUCATION

By:  Date Approved: March 10, 2021
Kyle Becker, Chair

ATTEST:


Joan Anderson, Clerk

Approved this _____ day of _____, 2021, by the Attorney General of the State of Kansas.

Kansas Attorney General