

RESOLUTION NO. 1198

**A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING  
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT  
RESPECTING THE IMPROVEMENT OF BROOKDALE ROAD (294th ROAD)  
AND THE FINANCING THEREOF.**

**WHEREAS**, K.S.A. 12-2901 *et seq.* (the "Act") provides that in order for public agencies to make the most efficient use of their powers, such public agencies may cooperate with other public agencies on a basis of mutual advantage to provide services and facilities in a manner that will best accord with geographic, economic and other factors influencing the needs and development of such public agencies; and

**WHEREAS**, the Act authorizes public agencies to enter into interlocal agreements with one or more other public agencies for joint or cooperative action pursuant to the provisions of the Act; and

**WHEREAS**, the Atchison County, Kansas (the "County") is a public agency within the State of Kansas (the "State") and, pursuant to the Act, it is necessary and advisable to enter into an interlocal agreement with the City of Atchison, Kansas (the "City") an other public agency of the State, to jointly provide for certain matters respecting improvements to a public road, the financing thereof and payment of the future maintenance costs thereof.


**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ATCHISON COUNTY, KANSAS:**

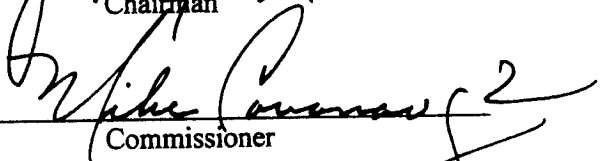
**SECTION 1.** The County is hereby authorized to enter into an "AN INTERLOCAL COOPERATION AGREEMENT RESPECTING THE IMPROVEMENT OF BROOKDALE ROAD (294th ROAD) AND THE FINANCING THEREOF" (the "Agreement") with the City of Atchison, Kansas to jointly provide for certain matters respecting improvements to a public road, the financing thereof and payment of the future maintenance costs thereof. The form of the Agreement presented to the governing body of the City this date and attached hereto as *Exhibit A* is hereby approved, and the Chairman and Clerk are hereby authorized to execute the Agreement in that form, with ministerial changes as may be approved by the Chairman, whose execution of the Agreement shall evidence any such approval.

**SECTION 2.** This Resolution shall be in force and take effect from and after its adoption by the Board of County Commissioners.

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ADOPTED by the Board of County Commissioners of Atchison County, Kansas on ~~August~~ <sup>Sept</sup> 5,  
2001.

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

ATTEST:

  
\_\_\_\_\_  
Clerk

**Section 1. Construction of Project.** Subject to the provisions of this Agreement, the City shall proceed to construct the Project, which shall be constructed in accordance with the guidelines and policies of the City with respect to construction of Streets.

**Section 2. Financing of Project.** The City shall provide for the design and other engineering services relating to the Project. The City shall also provide for the financing of the Project by the issuance of general obligation bonds or temporary notes (the "Notes") in an estimated amount of \$425,000. The City shall make arrangements for the sale of the Notes, which shall have substantially equal repayment of principal of and interest thereon over a period of not to exceed four (4) years from the date of issuance thereof. Upon the sale and delivery of the Notes, the City shall provide to the County a debt service schedule setting forth the amounts of principal and interest due on the Notes and the dates on which such amounts are due (the "Debt Service Schedule"). The County shall remit payment to the City for one-half of the amounts set forth on the Debt Service Schedule not less than 30 days prior to the date on which principal of and/or interest payments become due on the Notes, as shown by the Debt Service Schedule. The parties hereto acknowledge that the financial obligations of the County under this Agreement are subject to K.S.A. 10-1101 *et seq.* and as such the County is obligated hereunder only to the extent that it has appropriated and has funds actually on hand in its treasury at the time for such purpose. If the County fails to satisfy its payment obligations hereunder, the City may exercise any remedy then available at law or in equity.

**Section 3. Annexation of Road.** The City and County deem it advisable for the Road to be annexed into the corporate limits of the City. Accordingly, the County hereby consents to the annexation of the Road and any adjoining property within the Road right-of-way to be annexed into the City. The City shall pursue such annexation in accordance with the provisions of the laws of the State of Kansas prior to the commencement of construction of the Project.

**Section 4. Maintenance of Road.** Upon the completion of the construction of the Project, as between the City and the County, the City shall be responsible for the maintenance of the Road as any other street within the corporate limits of the City.

**Section 5. Term and Termination.** This Agreement shall remain in full force and effect until the Notes issued by the City mature and are paid, unless earlier terminated by consent of the City and County. Notwithstanding any termination of this Agreement, the obligations of the parties with respect to the Notes shall continue until the bonds and interest thereon are paid in full and retired.

**Section 6. Administration.** The City shall be responsible for administering the undertaking set forth in this Agreement.

**Section 7. Provisions.** This Agreement shall be in full force and effect upon execution by the parties hereto. If one or more provisions of this Agreement are hereafter found void or unenforceable as contrary to the law, the remaining provisions shall nevertheless remain in full force and effect and only such provisions as are specifically found invalid shall be null and without effect.

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**INTERLOCAL COOPERATION AGREEMENT  
RESPECTING THE IMPROVEMENT OF BROOKDALE ROAD (294th ROAD)  
AND THE FINANCING THEREOF**

This Interlocal Agreement, made pursuant to the statutory provisions of K.S.A. 12-2901 *et seq.*, and all acts amendatory thereof or supplemental thereto (the "Act"), is entered into as of the date of final execution by all parties hereto as reflected on the signature pages hereto, by and between:

**The City of Atchison, Kansas**

herein referred to as the City," and

**Atchison County, Kansas**

herein referred to as the "County."

**WHEREAS**, the County, pursuant to statute, currently owns a road known as Brookdale Road or 294th Road, which is located in the unincorporated area of the County between 17th Street and Grandeur Road, which is located within the corporate limits of the City (the "Road"); and

**WHEREAS**, the Road is currently maintained by one of the townships located within the County; and

**WHEREAS**, the City has annexed all of the property located on either side of the Road; and

**WHEREAS**, the City and County deem it advisable to make improvements to the Road consisting of the paving thereof, construction of curb and gutter, roadside ditches and related drainage and utility relocation necessitated by such improvements (the "Project") at an estimated constructing and engineering cost of \$483,130.10; and

**WHEREAS**, the Project will benefit the residents of the City and the County; and

**WHEREAS**, the City and County desire to provide by mutual agreement for the construction of the Project, the financing thereof and the maintenance of the Road after the completion of the Project; and

**WHEREAS**, the City and the County are each "public agencies" within the meaning of the Act, which are authorized to enter into this Agreement pursuant to actions taken by the governing bodies of such public agencies as is set forth in the Act.

**NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES** and the mutual benefits which shall accrue by virtue of this Agreement, the City and County covenant and agree:

IN WITNESS WHEREOF, the above and foregoing Agreement is hereby executed by the parties hereto.

DATE: September 4, 2001

(Seal)

ATTEST:

Phyllis J. Maltos  
Clerk

**CITY OF ATCHISON, KANSAS**

David W. Butler  
Mayor

DATE: 9-5, 2001

(Seal)

ATTEST:

Pauline M. Lee  
Clerk

**ATCHISON COUNTY, KANSAS**

George Ross  
Chairman