



CHRISTINE F. UPTON, CMC
CITY CLERK

CITY OF HOPKINSVILLE
KENTUCKY
42240

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MUNICIPAL ORDER

50-2006

July 11, 2006

Hopkinsville City Council hereby authorizes the Mayor to sign the attached Interlocal Cooperation Agreement authorizing the establishment of the Hopkinsville and Christian County Landbank Authority.

PASSED AND APPROVED THIS 11th DAY OF July 2006.

ATTEST:

Christine F. Upton, CMC
City Clerk

50 006

INTERLOCAL COOPERATION AGREEMENT
AUTHORIZING THE ESTABLISHMENT OF THE
HOPKINSVILLE AND CHRISTIAN COUNTY
LANDBANK AUTHORITY, INC.

THIS AGREEMENT made and entered into this 31st day of January, 2007 by and between the COMMONWEALTH OF KENTUCKY, THE CITY OF HOPKINSVILLE, CHRISTIAN COUNTY AND THE BOARD OF EDUCATION OF CHRISTIAN COUNTY, hereinafter referred to as "Parties".

WHEREAS, there exists in Hopkinsville and Christian County a great number of vacant or dilapidated properties, the owners of which fail to pay the property taxes levied by the parties thereon and to adequately maintain and repair; and

WHEREAS, such properties contribute to the blight and deterioration of neighborhoods; and

WHEREAS, even if a party acquires the property through legal action, such properties are often unmarketable and difficult to return to a useful status; and

WHEREAS, the 2003 General Assembly recognized the magnitude of this problem, and enacted KRS 65.350 – 65.375 to permit the major taxing entities within the Commonwealth of Kentucky, such as Christian County, to join together to establish an entity, the purpose of which will be, to acquire such properties and to return the properties to effective utilization in order to provide housing, new industry and jobs for the citizens of the county; and

WHEREAS, the parties herein agree that the establishment of such an authority shall be beneficial to the people and governments of Christian County;

NOW THEREFORE, the parties agree as follows:

I. PURPOSE

The parties shall participate jointly in the incorporation of a non-profit corporation named the Hopkinsville and Christian County Landbank Authority, Inc. (hereinafter referred to as "the Authority") the purpose of which will be to acquire, manage, maintain, protect, rent, lease, repair, insure, alter, sale, trade, exchange or otherwise dispose of property acquired through tax foreclosure or other method as provided in KRS 65.350 – 65.375 for the public purpose of returning such properties to a useful and contributing status.

II. ORGANIZATION

The parties shall incorporate the Authority, Inc. pursuant to KRS 65.350 – 65.375 and KRS Chapter 273 through the filing of the Articles of Incorporation and By-Laws attached hereto and made a part of hereto as if set out fully herein.

III. FINANCING

The parties may provide funding for the Authority for the purpose and in the amounts determined by said parties.

IV. STAFFING RESPONSIBILITIES

The Authority shall have no employees, and the administration and conduct of the Authority's affairs shall be carried out and accomplished by the staffs of the appropriate departments or agencies of the City of Hopkinsville, Christian County, and the Board of Education of Christian County.

V. ACQUISITION AND DISPOSAL OF REAL PROPERTY

The Authority may acquire and dispose of real property as provided in KRS 65.350 – 65.375 and shall do so as authorized by the Board of Directors of the Authority in accordance with said statute and in accordance with the adopted Articles of Incorporation and the By-Laws of the Authority. Such acquisition and disposal of real property shall not be subject to the provisions of ordinances or regulations relating to the procurement or disposition of real property which are adopted by the City, the County or the Board of Education.

VI. DURATION AND TERMINATION

A. The effective date of this Agreement shall be the 31st day of January 2001 and it shall remain in effect for a period of one year thereafter. At the anniversary date, and each anniversary date thereafter, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

- B. Any party to this Agreement may withdraw at the expiration of any one-year term by giving 90 days written notice to each of the other parties. Upon the effective withdrawal of any party to this Agreement, the Authority shall be dissolved in accordance with paragraph C.
- C. In the event this agreement is terminated as stated in paragraph B, or by agreement by all the parties, the Authority shall dissolve and wind up its affairs in a manner provided by KRS 273.300 et seq. All assets of the Authority shall be used to satisfy the then existing legal obligations; after satisfaction of said legal obligations, any personal property remaining shall be distributed pro rata to the parties which then remain a part of this Agreement. All real property held by the Authority at the time of termination which was acquired by the Authority through tax foreclosure or donation from a party shall be distributed to the donating party or to the party which had instituted the foreclosure action against the property.

ON BEHALF OF THE CITY OF HOPKINSVILLE



Richard G. Liebe, Mayor, City of Hopkinsville

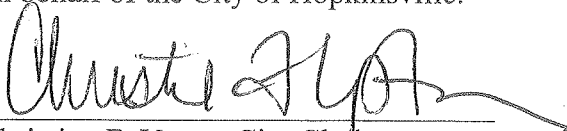
APPROVED AS TO FORM



Stephen E. Underwood, City Attorney, City of Hopkinsville

CERTIFICATION

I, Christine F. Upton, on this 18th day of July, 2006 being the Clerk of the City of Hopkinsville, hereby certify that the City of Hopkinsville Council met on July 11, 2006 and by Municipal Order Ordinance No. 50-2006, did approve the foregoing Agreement and authorize the Mayor to enter into same on behalf of the City of Hopkinsville.



Christine F. Upton, City Clerk

Christine F. Upton, City Clerk

ON BEHALF OF THE COUNTY OF CHRISTIAN



Steve Tribble, Judge Executive, Christian County

APPROVED AS TO FORM



Mike Foster, County Attorney, Christian County

CERTIFICATION

I, Michael A. Kem, on this 13th day of July, 2006, being the Clerk of the Christian County Fiscal Court, hereby certify that the Christian County Fiscal Court met on July 11, 2006 and by Fiscal Court Order Book 24, Page 346, did approve the foregoing Agreement and authorize the Judge Executive to enter into same on behalf of the Christian County.



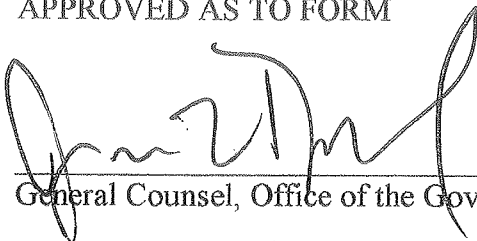
Mike Kem, County Clerk, Christian County

ON BEHALF OF THE COMMONWEALTH OF KENTUCKY



Steve Robertson, Commissioner,
Governor's Office For Local Development

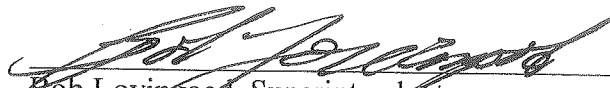
APPROVED AS TO FORM



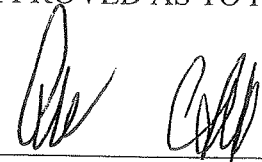
General Counsel, Office of the Governor

Interlocal Agreement Authorizing the Establishment of the Hopkinsville and Christian County Landbank Authority, Inc.

ON BEHALF OF THE CHRISTIAN COUNTY SCHOOL DISTRICT



Bob Lovingsood, Superintendent

APPROVED AS TO FORM


General Counsel, Board of Education of Christian County

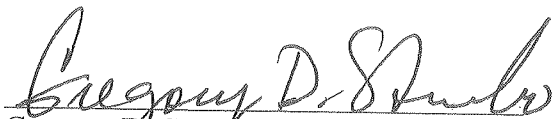
CERTIFICATION

I, Bob Lovingsood, Secretary of the Board of Education, hereby certify that the Board of Education met on the 27 day of July, 2006, and approved the foregoing Agreement and authorized the Superintendent to enter into same on behalf of the Board.


Secretary of Board of Education, Christian County

APPROVAL BY ATTORNEY GENERAL

I, Gregory D. Stumbo, Attorney General of the Commonwealth of Kentucky, have examined the foregoing Interlocal Cooperation Agreement submitted to this office on the 31st day of January, 2007 and have determined that the Agreement is in proper form and compatible with the provisions of KRS 65.210 to 65.300 and other laws of the Commonwealth.


Gregory D. Stumbo
Attorney General
Commonwealth of Kentucky