

RESOLUTION NO. A-_____

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That an Interlocal Agreement between the City of Lincoln, and the City of Lincoln-
3 Lancaster County Railroad Transportation Safety District (“RTSD”), for use of funding final
4 engineering services and construction services related to the 33rd and Cornhusker Safety
5 Improvement Project provided by 1.5% of a sales tax increase in the event of a voter approval of
6 such sales tax increase at the City’s primary election on April 8, 2025, and upon the terms and
7 conditions set forth in said Interlocal Agreement, which is attached hereto, marked as Attachment
8 “A”, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City of
9 Lincoln. The Mayor is authorized to make such minor amendments as may be needed to carry out
10 the purpose of this resolution and the Interlocal Agreement.

11 The City Clerk is directed to return one fully executed copy of said Interlocal Agreement
12 to Chris Connolly, City Attorney’s Office, for transmittal to the City of Lincoln-Lancaster County
13 Railroad Transportation Safety District.

Introduced by:

Approved as to Form & Legality:

City Attorney

Approved this ____ day of _____, 2025:

Mayor

**INTERLOCAL AGREEMENT FOR FUNDING FINAL ENGINEERING
SERVICES AND CONSTRUCTION OF THE 33RD AND CORNHUSKER PROJECT**

THIS AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, a municipal corporation hereinafter referred to as "City," and the Lincoln-Lancaster County Railroad Transportation Safety District, hereinafter referred to as "RTSD."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat 13-801, et seq., provides that two or more public agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency, and

WHEREAS, the City and RTSD have previously entered into an interlocal agreement relating to the provision of City aid to the RTSD in funding for project activities such as engineering services related to the 33rd and Cornhusker Safety Improvement Project ("the Project"); and

WHEREAS, the City and RTSD wish to create a new joint entity to provide funding for completing engineering for the Project and for use in construction phase costs of the Project; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto as follows:

1. To aid in the provision of engineering and construction services for the Project, there shall be established an Administrative Committee, composed of the Mayor of Lincoln, the Administrator for the RTSD, and the Director of the City's Transportation and Utilities Department, or their designated representatives.
2. The purpose of this Interlocal Agreement is to authorize and mandate that the Administrative Committee referenced in Section 1 herein shall review and provide direction to the RTSD for use of funding for final engineering services and construction related to the Project provided by continuation of the sales and use tax increase of one-quarter of one percent (¼%) in the event of voter approval of such sales tax increase at the City's primary election on April 8, 2025.
3. For purposes of Neb. Rev. Stat. Section 77-27,142(3), the Administrative Committee shall be a separate administrative entity relating to a public infrastructure project, as defined in Neb. Rev. Stat. Section 77-27,142(2). Said separate administrative entity shall be created and come into existence upon execution by both parties, but in no event later than April 1, 2025. The Administrative Committee shall be responsible for assessing and making recommendations for long term development of unified governance of said public infrastructure project with respect to the City and RTSD, and at least once every year the Administrative Committee shall review the status of engineering and construction of the Project until the Project is completed and assess whether sufficient progress on engineering and construction of the Project has been accomplished using City funds, along with other benchmarks as may be established from time to time by the Administrative Committee, or the Nebraska Legislature.

4. This Agreement shall continue for a period of not less than eight (8) years and cannot terminate except upon (a) agreement of both Parties hereto; or (b) in the event the continued sales and use tax described in section 2 herein is not approved by the voters at the election to be held on April 8, 2025.
5. Upon partial or complete termination of this Interlocal Agreement, the City and RTSD shall take possession of such property as may have been contributed to the Administrative Committee by each party. Any remaining cash or other funds shall be returned or conveyed to the City.
6. The Administrative Committee shall not acquire, hold, or dispose of any real or personal property without consent of the City and the RTSD. Such consent shall not be necessary for taking possession of such property pursuant to a partial or complete termination as set forth in Section 5.

Executed by the City this _____ day of _____, 2025.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Leirion Gaylor Baird, Mayor of the
City of Lincoln

Executed by the County this _____ day of _____, 2025.

ATTEST:

LINCOLN-LANCASTER COUNTY
RAILROAD TRANSPORTATION SAFETY
BOARD
