

FEB 16 2006

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **LANC COUNTY CLERK** Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called "County" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (Reissue 1997) provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreements for joint or cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, pursuant to Neb. Rev. Stat. § 39-1402 (Reissue 2004), the supervision and control of the public roads of each county is vested in the county board; and

WHEREAS, pursuant to Neb. Rev. Stat. § 39-1503(3) (Reissue 2004), the County has authority to adopt standards to be applied in road and bridge repair, maintenance and construction; and

WHEREAS, pursuant to Neb. Rev. Stat. § 15-701 (Reissue 1997), the City has the supervision and control of public streets located within the corporate boundaries of the city and the City has authority to adopt standards to be applied to the repair, maintenance, and construction of said city streets; and

WHEREAS, pursuant to Neb. Rev. Stat. § 39-2114 (Reissue 2004) the City and County are encouraged to cooperate in administering all phases of their road and street programs in order to achieve efficiencies and economics resulting from coordinated operations; and

WHEREAS, the Lincoln-Lancaster County Comprehensive Plan recommends any right-of-way obtained to extend or otherwise complete any potential future arterial (section and half-section line) road system in the future growth areas should be done at a new higher desired standard (see 2025 Lincoln-Lancaster County Comprehensive Plan); and

WHEREAS, the County and the City agree it is mutually beneficial to provide better transition between city streets located within the city and county roads located within the three mile zoning jurisdiction of the City in order to get a more useful life out of the public investment in these county roads while at the same time accommodating future growth of the city by establishing right-of-way and construction standards to transition these county roads from rural to urban standards; and

WHEREAS, the intent of this Interlocal Agreement is to establish such right-of-way and construction standards.

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

1. The City and County hereby adopt the following right-of-way and construction standards for unimproved county roads located within the three-mile zoning jurisdiction of the City of Lincoln classified as rural principal arterial, rural minor arterial, rural major collector and rural minor collector in the City of Lincoln – Lancaster County Comprehensive Plan. For the purposes of this Agreement a county road is deemed to be improved if the road is engineered and final graded to accommodate a 50 mph speed for sight distance.

A. Right-of-way Standards:

- (i) Standard width - 120 feet expanding to 130 feet at intersections.
Plus needed easements (Temporary and Permanent)
- (ii) Location - Right-of-way will generally be acquired evenly on both sides of the existing centerline; except where project specific considerations necessitate more or less right-of-way on one side to preserve existing houses, tree masses etc. At major intersections the right-of-way of 130 feet will be 70 feet approaching and 60 feet departing the intersection.
- (iii) Financing - The County will pay for all rights-of-way or easements acquired under this agreement.
- (iv) Title - All land acquired shall be held in the name of the County for public right-of-way, until annexed by the City.

B. Design and Construction Standards (*See Appendix, attached hereto and incorporated by this reference):

- (i) Grading - The county road and right-of-way shall be graded as near as practical to the typical section approved by the City and County in this agreement.
- (ii) The County Road Design shall be engineered to meet our City Urban Design Standards profile, grade, drainage, hydrology and flood standards.
- (iii) Paving Construction – Pavement shall be shifted 12 feet plus or minus to one side or the other from the centerline to accommodate two lanes minimum 24 feet) of rural paving – in **Exhibit A, Phase I**, See Figure 1, attached hereto and incorporated by this reference.
- (iv) Financing – The County shall pay for the design and construction cost for grading the road (as near as practical) to its full width, installing urban culverts and rural paving.

2. Administration. The terms and conditions of this Agreement shall be administered by the County Engineer in cooperation with the Director of Public Works and Utilities. This Agreement does not create any separate legal or administrative entity.

3. Cooperation. The Director of Public Works and Utilities and the County Engineer shall annually, in conjunction with the City and County Annual Capitol Improvements Program, work together to identify right-of-way acquisitions and county road improvements necessary to carry out this Agreement. In the event that a disagreement arises or a compromise cannot be reached, the County Engineer shall have the final decision-making authority in identifying right-of-way acquisitions and county road improvements necessary to carry out this Agreement.

4. Term. This agreement shall commence upon its execution by the City and the County and shall remain in full force and effect until such time as it is terminated in accordance with the provisions of this Agreement.

5. Termination. This Agreement may be terminated by mutual agreement of the City and the County or either party may terminate this Agreement upon giving sixty (60) days written notice to the other party of its intention to terminate.

6. Amendments. This Agreement may be amended only by written agreement approved by the governing bodies of the City and the County.

Executed by the CITY this _____ day of _____, 2006.

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

Mayor Coleen Seng

Executed by the COUNTY this 21st day of February, 2006.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Bob Workman
Bob Workman, Chair (Vice)

Approved as to Form this 22nd
day of February, 2006.

Carla W. Pava
City Attorney

Approved as to Form this 22 day of
Feb., 2006.

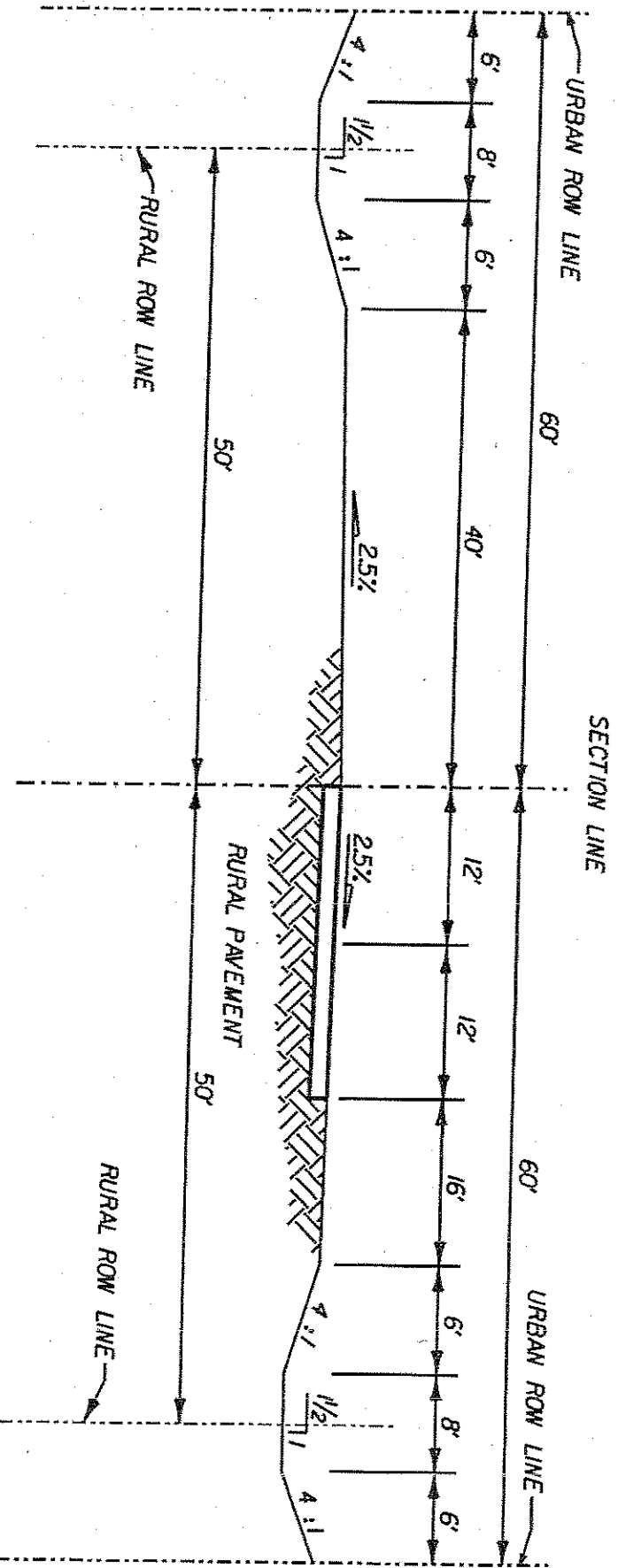
Kristy Mundt
Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

APPENDIX

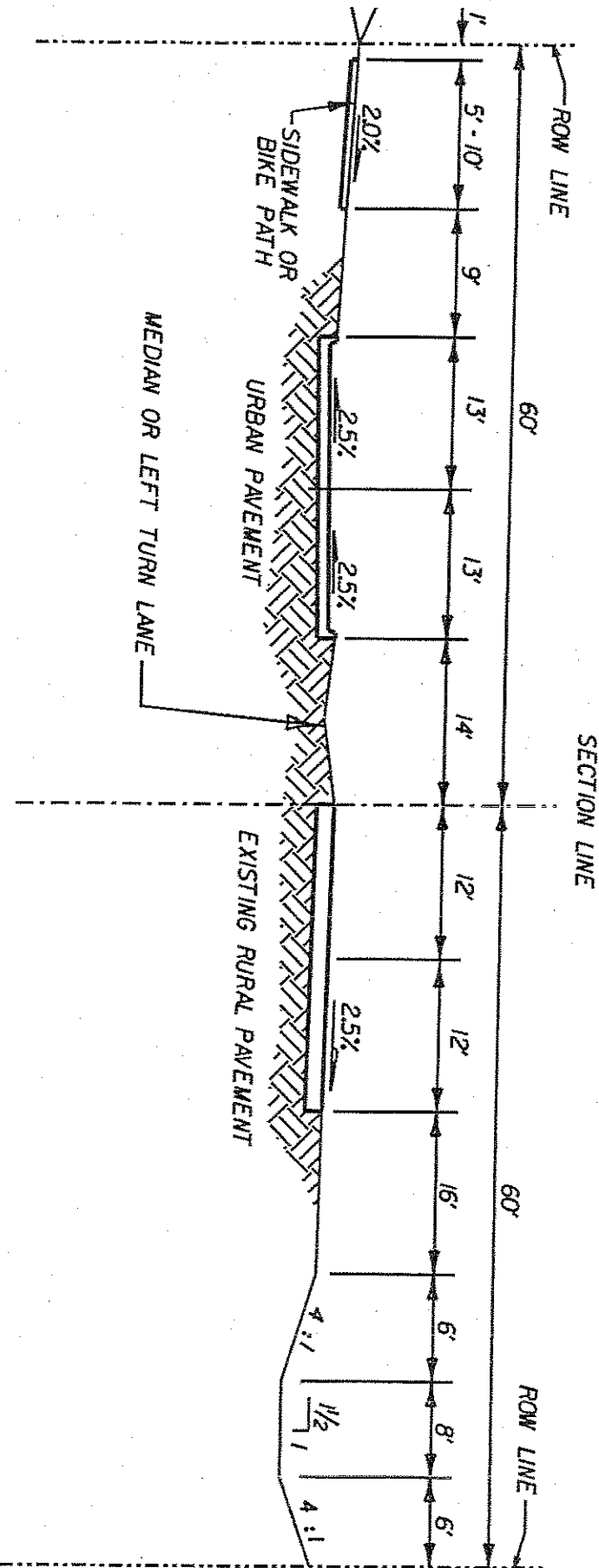
To better and further implement the intended purpose of the "RUTS" Program and to maximize the best use of limited financial resource of the residents of Lancaster County and to not waste the future limited finances of the residents of the City of Lincoln who make up 85 to 90 percent of the population of Lancaster County, the City and the County agree to the following concept:

"For those unimproved and/or unpaved County roads that can reasonably be expected to be annexed into the City in the near term, the pavement should be built urban as shown in **Exhibit A, Phase II** without the existing rural pavement."

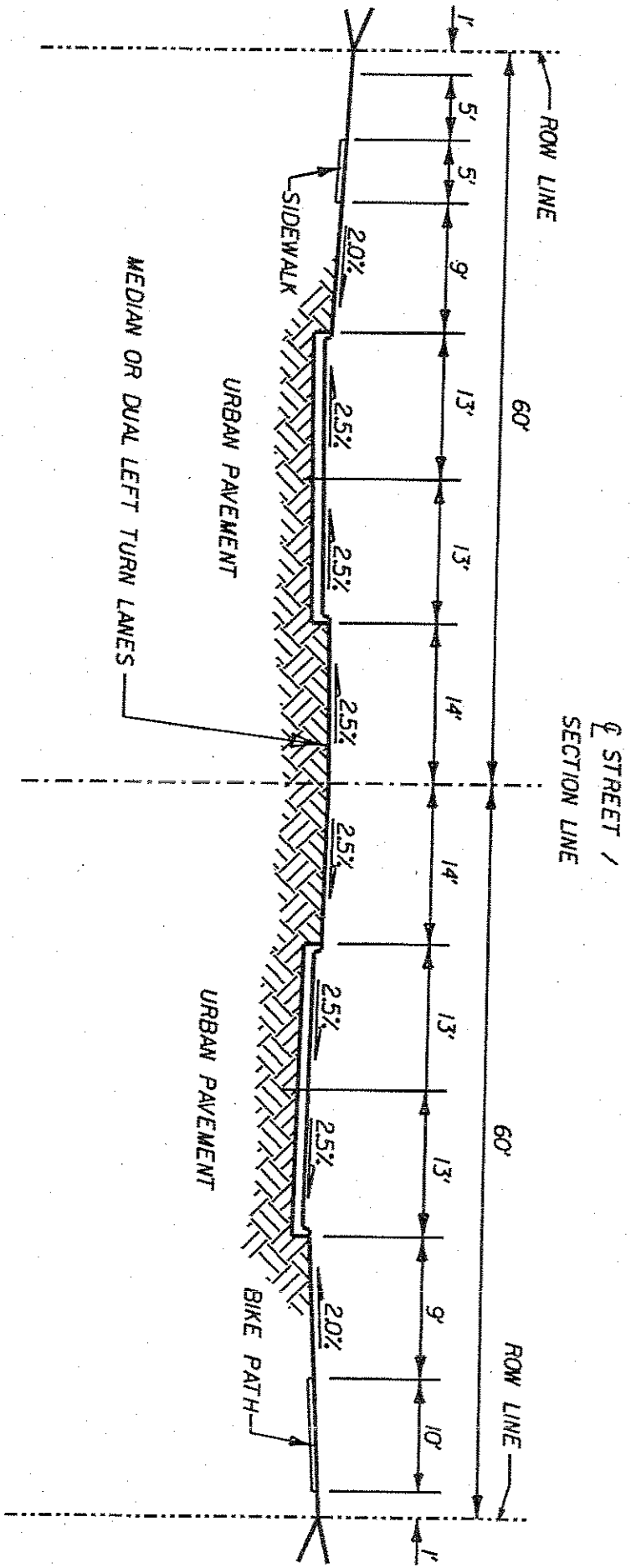
Annually, through the C.I.P. and TIP process the County and City Engineer shall review all roads that may meet the above criteria and make specific recommendations on how these roads should be paved and so incorporated into their C.I.P.'s.



THE FUTURE
 PHASE I - 24' (MIN.) RURAL PAVING
 IN THE COUNTY - 1st TIME PAVED
 NOT TO BE ANNEXED



THE FUTURE
PHASE II - ADD 2 URBAN LANES
 IN THE CITY OR TO BE ANNEXED
 THEN BUILD THE LEFT SIDE URBAN



THE FUTURE
 PHASE III - 4 LANE SECTION WITH 28' MEDIAN