

**INTERLOCAL AGREEMENT
CREATING THE
[REDACTED] INLAND PORT AUTHORITY**

THIS INTERLOCAL AGREEMENT CREATING THE [REDACTED] INLAND PORT AUTHORITY (the “Agreement”) is made by and between the County of Dodge, Nebraska (the “County”) and the City of Fremont, Nebraska (the “City”). Each party that enters into this Agreement shall be known, individually, as a “Member,” and collectively as “Members.” For purposes of this Agreement, the “Effective Date” hereof shall mean the date of execution hereof by the last of the Members hereto.

WHEREAS, the County and the City are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Municipal Inland Port Authority Act, Neb. Rev. Stat. 13-3301 et. seq. (the “Port Authority Act”), authorizes any city or one or more counties in which a city of the first class is located or in which the extraterritorial zoning jurisdiction of such city is located, which encompass an area greater than 300 acres eligible to be designated as an inland port district may enter into an agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 et. seq. (the “Interlocal Cooperation Act”) to propose joint creation of an inland port authority, subject to the cap on the total number of inland port districts provided in the Port Authority Act;

WHEREAS, the City and County have identified an area within the corporate boundaries or extraterritorial zoning jurisdiction or both of the City, within the boundary of the County, or within both the corporate boundaries or extraterritorial zoning jurisdiction or both of the City and the County that meets the criteria set forth in Neb. Rev. Stat. 13-3303(6) (such area, the “Port District”);

WHEREAS, the County and the City desire to enter into this Agreement for the purpose of jointly creating the [REDACTED] Inland Port Authority (the “Authority”) to serve as a regional merging point for multi-modal transportation and distributions of goods to and from ports and other locations in other regions, and for other lawful purposes, in accordance with Port Authority Act; and

WHEREAS, the County and the City desire to set forth in this Agreement their respective understandings and agreements with regard to the creation, rights, duties, and obligations of the Authority.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Creation of the [REDACTED] Inland Port Authority.**
 - a. Pursuant to the Port Authority Act, the governing body of each Member shall execute this Agreement, and this Agreement shall satisfy the requirements set forth in the Port Authority Act.
 - b. By executing this Agreement, the Members represent and warrant to the other that they have considered the following criteria as required by the Neb. Rev. Stat. 13-

3304(2) and believe it to be desirable and in the best interest of the Members to propose the creation of the Authority in accordance with the Port Authority Act and this Agreement:

i. The desirability and economic feasibility of locating the Port District within the corporate boundaries or extraterritorial zoning jurisdiction or both of the City, or within both the corporate boundaries or extraterritorial zoning jurisdiction or both of the City and the boundary of the County;

ii. The technical and economic capability of the City and County and any other public and private entities to plan and carry out development within the proposed Port District;

iii. The strategic location of the proposed Port District in proximity to existing and potential transportation infrastructure that is conducive to facilitating regional, national, and international trade and the businesses and facilities that promote and complement such trade;

iv. The potential impact that development of the proposed Port District will have on the immediate area; and

v. The regional and statewide economic impact of development of the proposed Port District.

c. Pursuant to Neb. Rev. Stat. 13-3304(5), following the full execution of this Agreement, the City Clerk and the County Clerk shall jointly transmit a copy of this Agreement to the Department of Economic Development for the State of Nebraska (the "Department"). Upon receipt of this Agreement, the Department shall evaluate the Agreement to determine whether the Agreement meets the applicable criteria set forth in Neb. Rev. Stat. 13-3304(2). Upon a determination that the Agreement sufficiently meets such criteria, the Director of the Department shall certify to the City Clerk and the County Clerk that this Agreement, which proposes the creation of the Authority, does not exceed the cap on the total number of inland port districts permitted by the Port Authority Act and that the Authority shall be deemed created.

d. If the proposed Authority does not sufficiently meet the criteria set forth in Neb. Rev. Stat. 13-3304(5) or exceeds the cap on the total number of inland port districts permitted by Neb. Rev. Stat. 13-3304(4), the City and the County shall rescind this Agreement and the proposed Authority shall not be created.

2. **Designation of Port District.**

a. In accordance with Neb. Rev. Stat. 13-3305(2), the governing bodies of each Member hereby designate the areas depicted on **Exhibit A** attached hereto, which consist of more than three hundred (300) acres and are within the corporate limits, extraterritorial zoning jurisdiction, or both, of the City or within the County, to comprise the Port District.

b. As of the Effective Date hereof, the Port District is located within: (i) one (1) mile of a major rail line, and (ii) two (2) miles of any portion of the federally designated

National System of Interstate and Defense Highways or any other four-lane divided highway.

c. Upon the creation of the Authority in accordance with Neb. Rev. Stat. 13-3304, the boundaries of the Port District shall be filed with the City Clerk and the County and shall become effective upon the later of (a) approval of the governing bodies of each Member as evidenced by their respective duly authorized signatures to this Agreement, or (b) upon such filing of such boundaries. The governing bodies of each Member may from time to time enlarge or reduce the area comprising the Port District, except that the Port District shall not be reduced to an area less than three hundred (300) acres. Any change of boundaries shall be filed with the City Clerk and the County Clerk and become effective upon such filing.

3. **Purposes of the Authority.** The purposes of the Authority are as follows:

a. To make efficient use of the Members' powers by enabling them to cooperate with each other to create an internal port district, thereby providing the state of Nebraska with the economic development tools necessary to acquire and develop large shovel-ready commercial and industrial sites, and the creation of one or more inland port authorities in Nebraska could serve as a mechanism to develop such sites.

b. To provide a location in the state of Nebraska that is ideally situated as an industrial and logistical hub for multiple industries across the rest of the country.

c. To provide a location in the state of Nebraska for major companies to locate their headquarters or expand operations by providing large shovel-ready commercial and industrial sites, commonly referred to as mega sites.

d. In addition to the development of large shovel-ready commercial and industrial sites, the creation of this Authority will serve as a regional merging point for multi-modal transportation and distribution of goods to and from ports and other locations in other regions.

e. To perform all other actions to complete and operate the Authority and inland port district, and to accommodate other future needs within the County, as deemed necessary or appropriate by the Authority Board.

4. **Powers.** The Authority shall have only such powers as are allowed herein or by the Port Authority Act, the Interlocal Cooperation Act, or any other applicable laws, rules, regulations, or agreements, and any amendments thereto. Such powers shall include, but shall not be limited to, the following powers to:

a. Plan, facilitate, and develop the Port District in conjunction with the City and County, and other public and private entities, including the development of publicly-owned infrastructure and improvements within the Port District;

b. Engage in marketing and business recruitment activities and efforts to encourage and facilitate development of the Port District;

- c. Apply for and take all other necessary actions for the establishment of a foreign trade zone, as provided under federal law, within the Port District;
- d. Issue and sell revenue bonds as provided in Neb. Rev. Stat. 13-3308;
- e. Acquire, own, lease, sell, or otherwise dispose of interest in and to any real property and improvements located thereon, and in any personal property, and construct buildings and other structures necessary to fulfill the purposes of the Authority;
- f. Acquire rights-of-way and property of any kind or nature within the Port District necessary for its purposes by purchase or negotiation;
- g. Enter into lease agreements for real or personal property, either as lessee or lessor;
- h. Sue and be sued in its own name;
- i. Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, agreements under the Interlocal Cooperation Act, with the City, County, or any other political subdivision of this or any other state;
- j. Borrow money from private lenders, from the state, or from the federal government as may be necessary for the operation and work of the Authority;
- k. Accept appropriations, including funds transferred by the legislature pursuant to Neb. Rev. Stat. 81-12,146, contributions, gifts, grants, or loans from the United States, the State of Nebraska, political subdivisions, or other public and private agencies, individuals, partnerships, or corporations;
- l. Employ such managerial, engineering, legal, technical, clerical, accounting, advertising, administrative, or other assistance as may be deemed advisable, or to contract with independent contractors for any such assistance;
- m. Adopt, alter, or repeal its own bylaws, rules, and regulations governing the manner in which its business may be transacted, except that such bylaws, rules, and regulations shall not exceed the powers granted to the Authority by the Port Authority Act;
- n. Enter into agreements with private operators or public entities for the joint development, redevelopment, reclamation, and other uses of property within the Port District;
- o. Own and operate an intermodal facility and other publicly-owned infrastructure and improvements within the boundaries of the Port District;
- p. Establish and charge fees to businesses and customers utilizing the services offered by the Authority within the Port District as required for the proper maintenance, development, operation, and administration of the Authority; and

q. Exercise such other powers as are available under applicable law; provided, however, that the Authority shall neither possess nor exercise the power of eminent domain.

r. The State of Nebraska and any municipality, county, or other political subdivision of the state may, in its discretion, with or without consideration, transfer or cause to be transferred to the Authority or place in the Authority's possession or control, by lease or other contract or agreement, either for a limited period or in fee, any real property within the Port District. Nothing in this subsection shall in any way impair, alter, or change any obligations of such entities, contractual or otherwise, existing prior to August 28, 2021.

5. **Authority Board.**

a. Authority Board. The Authority shall be administered by a board of commissioners (the "Authority Board") which shall consist of seven (7) members (each, a "Commissioner"). Upon creation of the Authority pursuant to Neb. Rev. Stat. 13-3304(2), the mayor of the City, with the approval of City Council and the County Board, shall appoint the initial Authority Board to govern the Authority subject to the terms and limitations of this section. The initial Authority Board shall be appointed within sixty (60) days following the creation of the Authority pursuant to Neb. Rev. Stat. 13-3304(2). Each Commissioner shall be a resident of the County. Each Commissioner shall be appointed to staggered terms of four (4) years in such manner to ensure that the terms of no more than three (3) Commissioners expire in any one year. Any Commissioner may be removed from the Authority Board upon written notice from the mayor of the City, with the approval of the City Council and the County Board. Any vacancy on the Authority Board shall be filled in the same manner as the vacating Commissioner was appointed to serve the unexpired portion of the vacating Commissioner's term.

b. Commissioner Eligibility.

i. No individual may serve as a Commissioner or an employee of the Authority if:

A. The individual or a family member of the individual owns an interest in any real property located within the boundaries of the Port District; or

B. The individual or a family member of the individual owns an interest in, is directly affiliated with, or is an employee or officer of a private firm, company, or other entity that the individual reasonably believes is likely to (1) participate in or receive a direct financial benefit from the development of the Port District, or (2) acquire an interest in any facility located within the Port District.

ii. Before taking office as a Commissioner or accepting employment with the Authority, an individual shall submit to the Authority a statement verifying

that the individual's service as a Commissioner or an employee will not violate subsection 5(b)(i) above.

iii. An individual shall not, at any time during the individual's service as a Commissioner or an employee of the Authority, acquire or take any action to initiate, negotiate, or otherwise arrange for the acquisition of an interest in any real property located within the boundaries of the Port District.

iv. A Commissioner or an employee of the Authority shall not receive a direct financial benefit from the development of any real property located within the boundaries of the Port District.

c. Commissioner Designees. In the event of a Commissioner's absence or inability to perform his or her role as a Commissioner on the Authority Board, said Commissioner, may designate, in writing, a representative ("Designee") to fulfill all the functions of the Commissioner, except any Authority officer functions, if any, said Commissioner might have, during the Commissioner's absence. Upon request of any Commissioner, a Designee shall immediately produce the written designation statement which purports to designate the Designee. Failure to produce such written designation statement upon the request of a Commissioner shall result in the purported Designee not being allowed to fulfill the functions of the Commissioner during such Commissioner's absence. There shall be no regulations regarding the formality of the written designation statement except that it shall be reduced to writing and clearly articulate that its intended purpose is to designate a Designee. Written designation statements may be prepared well in advance of any Authority Board business and may endure on an as-needed basis unless clearly terminated per the terms of the written designation statement. The provisions of subsection (b) above shall also apply to any Designee appointed pursuant to this subsection.

d. Voting. Each Commissioner shall have one vote on all matters before the Authority Board. Unless additional approval is otherwise required by this Agreement, by law, or by any agreement to which the Authority is a party, all actions of the Authority shall require a majority of all Commissioners to pass, regardless of the number of Commissioners present and capable of voting at a particular Authority Board meeting. In the absence of a quorum, Commissioners present shall not transact any business and the meeting shall be immediately adjourned. In the event a particular Commissioner recuses himself or herself, he or she will not be considered capable of voting.

e. Quorum. A majority of all Commissioners shall constitute a quorum for the transaction of any Authority business.

f. Authority Board Officers and Related Terms. The following terms shall apply with respect to the officers of the Authority Board ("Authority Board Officers") identified below. The election process and term limits for the Authority Board Officers identified below shall be specified in the Authority bylaws, rules and regulations in effect from time to time.

i. Authority Board Officers. The Authority Board shall have the following Authority Board Officers:

A. Chair. The mayor of the City, with the approval of the City Council and County Board, shall appoint the initial Authority Board Chair at the time the initial Authority Board is appointed in accordance with Section 5(a) above. Thereafter, the Authority Board Chair shall be elected from among the Commissioners, in accordance with Authority bylaws, rules and regulations in effect from time to time. The Authority Board Chair shall be responsible for calling Authority Board meetings to order and presiding over such meetings.

B. Secretary. The Authority Board Secretary, who may or may not be a Commissioner, shall be appointed by the Authority Board. If the Authority Board Secretary is not a Commissioner, he or she shall have no voting privileges. The Authority Board Secretary shall attend every Authority Board meeting and keep a record of the proceedings thereof.

C. Treasurer. The Authority Board Treasurer, who may or may not be a Commissioner, shall be appointed by the Authority Board. If the Authority Board Treasurer is not a Commissioner, he or she shall have no voting privileges. The Authority Board Treasurer shall be the custodian of the annual budget, and shall be the custodian of and receive all monies belonging to the Authority.

D. Additional Officers. The Authority Board may create such other additional Authority Board Officer positions as may be deemed appropriate by the Authority Board.

ii. Authority Board Officer Duties. The Authority Board may establish such other Authority Board Officer duties beyond those specifically established herein or by applicable law, regulation, or agreement as may be deemed appropriate by the Authority Board.

iii. Authority Board Officer Terms. The Authority Board may set term limits for the Authority Board Officer positions as may be deemed appropriate by the Authority Board and to the extent permitted by the Port Authority Act.

iv. Authority Board Officer Designees. In the event of an Authority Board Officer's absence or inability to perform his or her role as an Authority Board Officer, the Authority Board may designate an Authority Board Officer designee ("Authority Board Officer Designee") as may be deemed appropriate by the Authority Board to fulfill the functions of the Authority Board Officer during the Authority Board Officer's absence. An Authority Board Officer Designee serving in the role of Authority Board Chair must be designated from among the Commissioners. Any other Authority Board Officer Designee not serving in the role of Authority Board Chair does not have to be designated from among the Commissioners unless otherwise required by any law, rule, regulation, or agreement.

g. Meetings and Notice. The Authority Board shall meet as needed but at least once each fiscal year, and notice of such meetings shall be provided to each Commissioner

at his or her principal office, the address of which shall be provided by each Commissioner to the Authority Board Secretary who shall be responsible for maintaining all such information. The meetings will be scheduled and conducted pursuant to the Nebraska Open Meetings Act and minutes for such meetings will be recorded and provided as required by law.

h. Minutes and Records. The Authority Board shall cause minutes of meetings and a record to be kept of all its proceedings. Meetings of the Authority Board shall be subject to the Nebraska Open Meetings Act. The Authority's records and documents, except those which may be lawfully excluded, shall be considered public records for purposes of Neb. Rev. Stat. 84-712 through 84-712.09.

i. Legal Counsel. The Authority may be represented by special counsel appointed by the Authority Board for such matters as the Authority Board deems appropriate. The Authority Board shall establish the terms and conditions of such special counsel's services.

j. Fiscal Year. The Authority shall maintain a fiscal year commencing on July 1st and ending on June 30th of each calendar year.

6. **Bonds.**

a. The Authority may issue and sell revenue bonds necessary to provide sufficient funds for achieving its purposes, including the construction of intermodal facilities, buildings, and infrastructure and the financing of port improvement projects, except that the Authority shall not issue or sell general obligation bonds. The Authority may pledge any revenue derived from the sale or lease of property of the Authority to the payment of such revenue bonds.

b. The State of Nebraska shall not be liable for any bonds of the Port Authority. Any such bonds shall not be a debt of the state and shall contain on the faces thereof a statement to such effect.

c. No commissioner of any board of the Authority or any other authorized person executing Authority bonds shall be personally liable on such bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

d. The Authority shall not be required to pay any taxes or any assessments whatsoever to the State of Nebraska or to any political subdivision of the state, except for assessments under the Nebraska Workers' Compensation Act and any combined tax due or payments in lieu of contributions as required under the Employment Security Law. The bonds of the Authority and the income therefrom shall, at all times, be exempt from any taxes and any assessments, except for inheritance and gift taxes and taxes on transfers.

7. **Duration.** The duration of the Authority shall be perpetual, commencing upon the Effective Date, and shall continue in effect until the Authority dissolves pursuant to this section or pursuant to applicable law; provided, however, that the Authority shall not dissolve if any bonds described in Section 6 above (including any and all refunding thereof) are outstanding under the terms of any bond resolution adopted by the Authority pursuant to applicable law. The City

Council and County Board may dissolve the Authority if the Authority has no outstanding obligations. The Authority shall be dissolved as of the date of approval by each of the City Council and County Board. Unless otherwise agreed to in writing by the Members, upon such dissolution, all funds and other assets of the Authority shall be equally disbursed and transferred to the Members.

8. **Miscellaneous Provisions.**

a. **Separate Legal Entities.** This Agreement shall be construed to have created an Authority as a separate legal entity.

b. **Indemnification.** Each Member agrees to release, indemnify and hold harmless (“Indemnifying Member”) each other Member (“Indemnified Member”) and said Indemnified Member’s officers, officials, employees, and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of the Indemnifying Member, or the officers, officials, employees, agents, or contractors of the Indemnifying Member related to or arising out of the establishment, operation, or maintenance of the Port District.

c. **Purpose.** The purpose hereof is to allow for the proposed joint creation of an inland port authority under the Port Authority Act.

d. **No Jointly Held Property.** Any cooperative effort that is needed in furtherance of the purposes of the Authority under this Agreement will be administered by the respective designees of each party hereto. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

e. **Governmental Subdivision.** Except as provided herein, each Member shall maintain its autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision. This Agreement shall not relieve any Member of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by the Authority as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

f. **Modifications.** No modification, termination, or amendment of this Agreement may be made except by written agreement signed by the governing bodies of all of the Members.

g. **Severability.** In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

h. **Governing Law.** The parties to this Agreement shall conform to all existing and applicable state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

i. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by a court of competent jurisdiction located in Nebraska. As such, the parties hereto also agree to exclusive personal jurisdiction in such court located in Nebraska.

j. Recitals; Defined Terms. The recitals are incorporated herein by this reference. Except as otherwise defined herein, all defined terms set forth herein shall have the same meaning ascribed to such terms under the Port Authority Act.

k. Entire Agreement. The entire understandings and agreements between the Members hereto are contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction.

l. Assignment. This Agreement, or any benefit, interest, obligation, or responsibility of any Member under this Agreement, may not be assigned by any Member without express written consent of the governing bodies of all Members.

m. Further Assurances. From and after the Effective Date of this Agreement, the Members agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Member, at any time and from time to time, upon request by any other Member and without further consideration, shall take or cause to be taken such actions and execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Members, without increasing or extending any cost, duty, or liability of the responding Member.

n. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which, when taken together, shall constitute the same agreement.

o. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, each Member agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin.

p. Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Members agree that any Member shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

(Signatures on following pages.)

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by Dodge County, Nebraska this _____ day of _____, 20_____.

DODGE COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Approved as to form:

Dodge County Clerk

Dodge County Attorney

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Fremont, Nebraska this _____ day of _____, 20_____.

CITY OF FREMONT, a Nebraska
Municipal Corporation

By _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

EXHIBIT A

Port District

[Attached]

13-3304. Inland port authority; creation; limitation; criteria; certification; procedure.

(1) Any city which encompasses an area greater than three hundred acres eligible to be designated as an inland port district may propose to create an inland port authority by ordinance, subject to the cap on the total number of inland port districts provided in subsection (4) of this section. In determining whether to propose the creation of an inland port authority, the city shall consider the following criteria:

(a) The desirability and economic feasibility of locating an inland port district within the corporate boundaries, extraterritorial zoning jurisdiction, or both of the city;

(b) The technical and economic capability of the city and any other public and private entities to plan and carry out development within the proposed inland port district;

(c) The strategic location of the proposed inland port district in proximity to existing and potential transportation infrastructure that is conducive to facilitating regional, national, and international trade and the businesses and facilities that promote and complement such trade;

(d) The potential impact that development of the proposed inland port district will have on the immediate area; and

(e) The regional and statewide economic impact of development of the proposed inland port district.

(2) Any city and one or more counties in which a city of the metropolitan class, city of the primary class, or city of the first class is located, or in which the extraterritorial zoning jurisdiction of such city is located, which encompass an area greater than three hundred acres eligible to be designated as an inland port district may enter into an agreement pursuant to the Interlocal Cooperation Act to propose joint creation of an inland port authority, subject to the cap on the total number of inland port districts provided in subsection (4) of this section. In determining whether to propose the creation of an inland port authority, the city and counties shall consider the following criteria:

(a) The desirability and economic feasibility of locating an inland port district within the corporate boundaries or extraterritorial zoning jurisdiction or both of the city, or within both the corporate boundaries or extraterritorial zoning jurisdiction or both of a city and the boundaries of one or more counties;

(b) The technical and economic capability of the city and county or counties and any other public and private entities to plan and carry out development within the proposed inland port district;

(c) The strategic location of the proposed inland port district in proximity to existing and potential transportation infrastructure that is conducive to facilitating regional, national, and international trade and the businesses and facilities that promote and complement such trade;

(d) The potential impact that development of the proposed inland port district will have on the immediate area; and

(e) The regional and statewide economic impact of development of the proposed inland port district.

(3) Any county with a population greater than twenty thousand inhabitants according to the most recent federal census or the most recent revised certified count by the United States Bureau of the Census which encompasses an area greater than three hundred acres eligible to be designated as an inland port district may propose to create an inland port authority by resolution, subject to the cap on the total number of inland port districts provided in subsection (4) of this section. In determining whether to propose the creation of an inland port authority, the county shall consider the following criteria:

(a) The desirability and economic feasibility of locating an inland port district within the county;

(b) The technical and economic capability of the county and any other public or private entities to plan and carry out development within the proposed inland port district;

(c) The strategic location of the proposed inland port district in proximity to existing and potential transportation infrastructure that is conducive to facilitating regional, national, and international trade and the businesses and facilities that promote and complement such trade;

(d) The potential impact that development of the proposed inland port district will have on the immediate area; and

(e) The regional and statewide economic impact of development of the proposed inland port district.

(4) No more than five inland port districts may be designated statewide. No inland port authority shall designate more than one inland port district, and no inland port authority may be created without also designating an inland port

district.

(5) Following the adoption of an ordinance, resolution, or execution of an agreement pursuant to the Interlocal Cooperation Act proposing creation of an inland port authority, the city clerk or county clerk shall transmit a copy of such ordinance, resolution, or agreement to the Department of Economic Development. Upon receipt of such ordinance, resolution, or agreement, the department shall evaluate the proposed inland port authority to determine whether the proposal meets the criteria in subsection (1), (2), or (3) of this section, whichever is applicable. Upon a determination that the proposed inland port authority sufficiently meets such criteria, the Director of Economic Development shall certify to the city clerk or county clerk whether the proposed creation of such inland port authority exceeds the cap on the total number of inland port districts pursuant to subsection (4) of this section. If the proposed inland port authority sufficiently meets such criteria and does not exceed such cap, the inland port authority shall be deemed created. If the proposed inland port authority does not sufficiently meet such criteria or exceeds such cap, the city shall repeal such ordinance, the county shall repeal such resolution, or the city and county or counties shall rescind such agreement and the proposed inland port authority shall not be created.

Source: Laws 2021, LB156, § 4.

Effective Date: August 28, 2021

Cross References

Interlocal Cooperation Act, see section 13-801.

