

intersection of West Fletcher and NW 13th will function after the extension of West Fletcher. The paving of NW 27th Street and West Fletcher from NW 27th to NW 20th should be completed in 2002. The extension of Fletcher from NW 13th to NW 20th is proposed for the year 2004 in order that the design and discussion with the neighborhood will have time to be completed.

D. **Parks and Trails:** This annexation should not impact the Parks and Recreation Department. The Parks Department land (Highlands Golf Course) is adjacent to the proposed paving of Fletcher Avenue, west of NW 13th Street.

E. **Fire Protection:** This area is in the Raymond Rural Fire District. However, Kawasaki has a contract with the Lincoln Fire Department (LFD) for all types of fire protection services. Kawasaki previously paid \$52,505 a year currently for the LFD services. The contract for 2001-2002 was for \$63,000. The Lincoln Fire Department will serve this area from the new Highlands Fire Station. Additional fire hydrants may be needed after annexation. The proposed future extension of West Fletcher Avenue from NW 13th to NW 27th will improve the response time from the fire station to the plant.

Impact on Raymond Rural Fire District: Kawasaki is a significant portion of the real estate and personal property tax valuation in the Raymond Rural Fire District. Raymond has expressed their concern about the impact of annexation to city staff. The City of Lincoln will be responsible for reimbursing the Raymond Rural Fire District after annexation.

F. **Schools:** This property is in the Malcolm School District. It would be automatically transferred to the Lincoln Public School (LPS) district upon annexation.

Impact on Malcolm School District: Kawasaki is a significant portion of the real estate and personal property valuation in the Malcolm School District. If Kawasaki were annexed their annual property tax would be paid to LPS and no longer Malcolm. By state law, Kawasaki would continue to pay any Malcolm school bonds that were approved while Kawasaki was still in their district. The one time impact to Malcolm would be substantial. In general, after the first year, state aid would be adjusted to reduce the impact of the annexation. LPS would have a one time gain, until their state aid was reduced to reflect the increase in valuation.

Beginning in June 2000 discussions began with many interested parties on this issue. After many months of discussion, it was agreed that LPS would provide a one time reimbursement to Malcolm, if Kawasaki were annexed, with the funds from the increased valuation. LPS and Malcolm School District have approved an agreement whereby Malcolm Schools would be reimbursed for the one time loss of revenue due **if the annexation is effective by August 1, 2001**. Thus, the timing of this annexation is of critical importance.

ANALYSIS:

1. Kawasaki Manufacturing Motors Corporation at 6600 NW 27th Street has requested annexation into the city limits. Kawasaki requested annexation in order to connect to the city water and sanitary sewer lines.
2. The Kawasaki plant is currently outside of the Future Service Limit as shown on Figure 65, page 197 of the Comprehensive Plan. It is bordered by the future service limit to the east, west and south. This land is proposed for inclusion in the future service limit in Comprehensive Plan Amendment #94-61.
3. The city limits are adjacent to Kawasaki on the east and south/
4. Kawasaki owns about 106 acres of vacant industrial land already in the city limits. These parcels are to the east and south of the Kawasaki plant. Lot 34 I. T. and Outlots A and B of Highlands Coalition are owned by Kawasaki, are zoned I-2 Industrial Park and are already inside the city limits.
5. The annexation policies on page 191 of the Plan state:
 - ! "Land which is remote from the limits of the City of Lincoln will not be annexed; land which is contiguous and generally urban in character may be annexed; and land which is engulfed by the City should be annexed.
 - ! Annexation generally implies the opportunity to access all City services (i.e., police, fire). Voluntary annexation agreements may limit or outline the phasing, timing or development of utility services (i.e., water, sewer) and may include specific or general plans for the financing of improvements to the infrastructure and the land uses of the area.
 - ! Plans for the provision of services within the areas considered for annexation should be carefully coordinated with the Capital Improvements Program (CIP) of the city and the county."
6. This property meets the Comprehensive Plan's policy for annexation since:
 - C it is urban in character in that this is industrial land adjacent to the urban area,
 - C it is contiguous to the city limits, and
 - C utilities are being addressed with the annexation agreement accompanying this request.
7. The City and Kawasaki have worked for more than a year to address the impact of annexation on the Malcolm School District and on all of the infrastructure and cost issues. An Annexation Agreement is being finalized between the City and Kawasaki to address the infrastructure issues..

CONCLUSION:

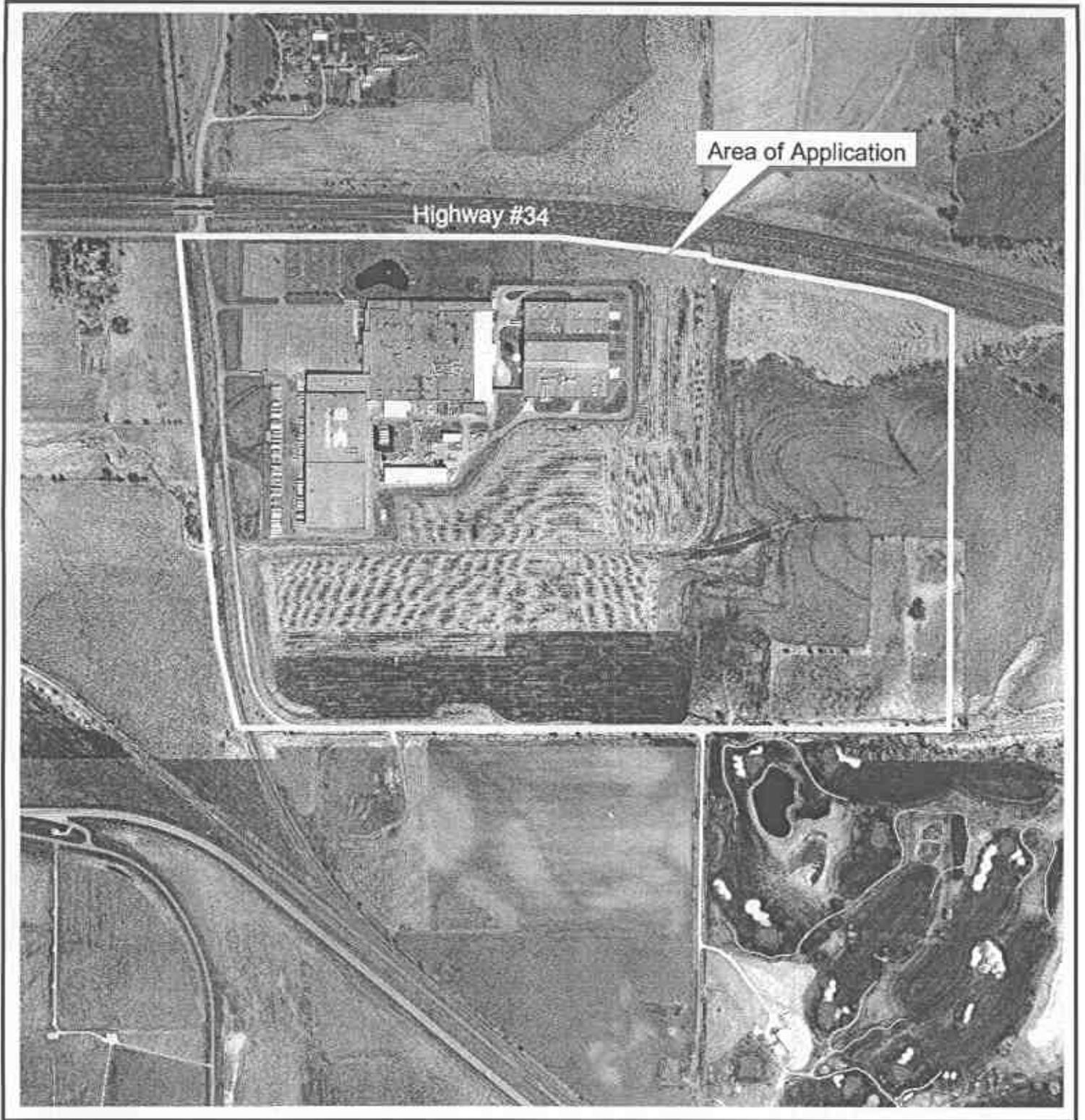
This annexation proposal is in conformance with the Comprehensive Plan as amended by Comprehensive Plan Amendment #94-61. Specifically it meets the annexation policies of the plan and is within the future service limit. This area has been engulfed by the city and is generally urban in character.

Even though a proposal is in conformance within the future service limit, the City should only approve an annexation when the infrastructure is in place or has been provided for in the City's CIP or by the applicant. In this case, the infrastructure issues are being addressed through the Annexation Agreement. Kawasaki, Malcolm Public Schools and Lincoln Public Schools have worked many months on the concerns about the impact on Malcolm schools. Both Malcolm and LPS have approved an agreement to address this one time impact.

STAFF RECOMMENDATION: Approval.

Prepared by:

Stephen Henrichsen
Planning Department



Highway #34

Area of Application

Annexation #00007
NW 27th and W. Fletcher Ave.

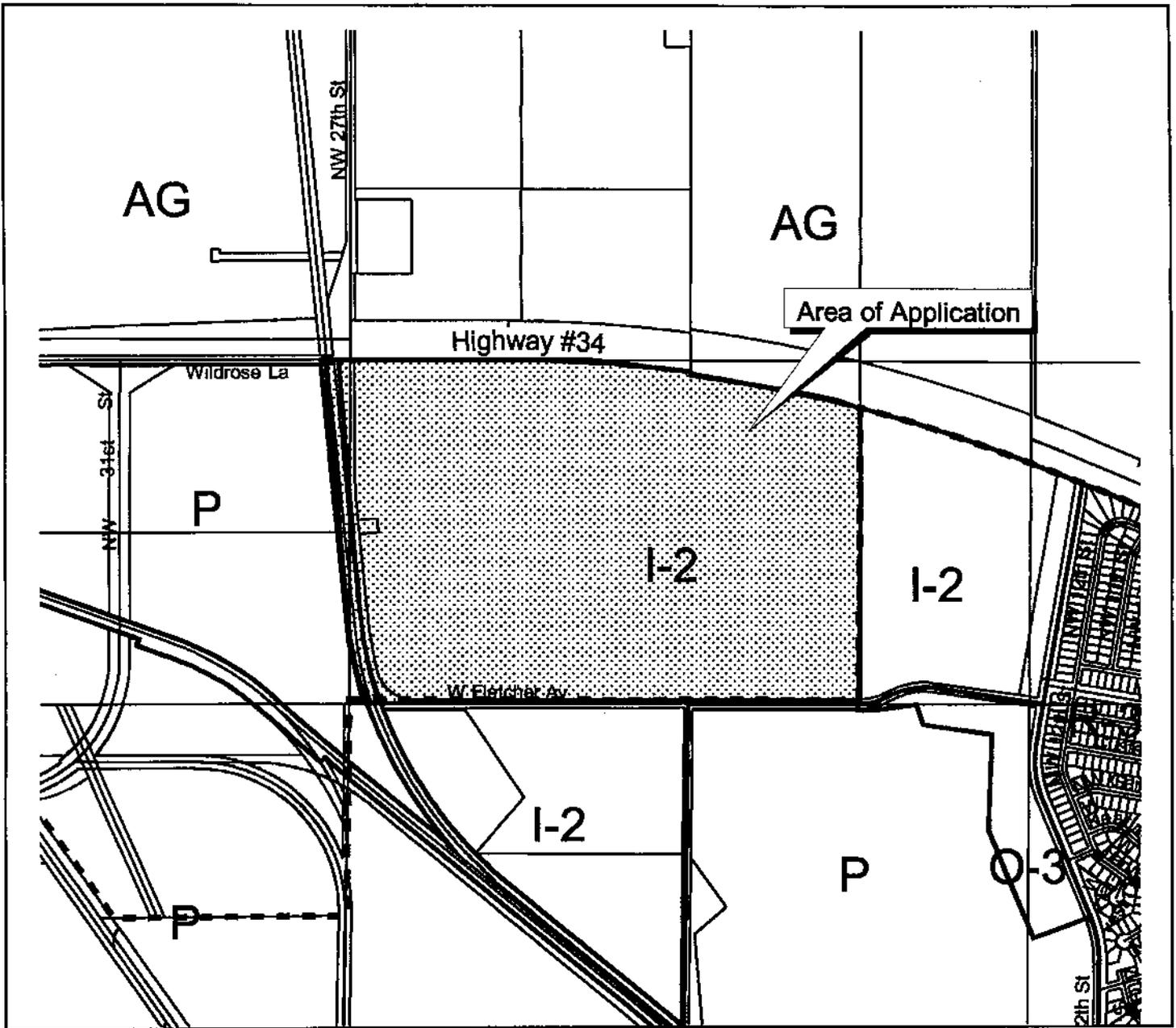


Sheet _____ of _____

Date: _____

Photograph Date: 1997

Lincoln City - Lancaster County Planning Dept.

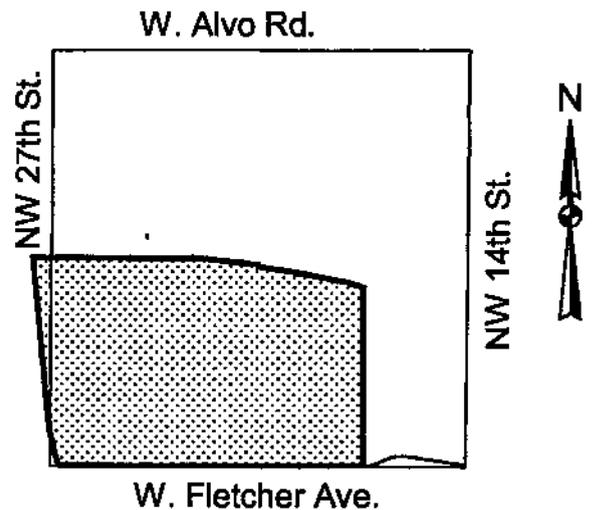
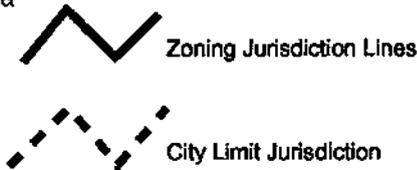


**Annexation #00007
NW 27th and W. Fletcher Ave.**

Zoning:

- R-1 to R-8 Residential District
- AG Agricultural District
- AGR Agricultural Residential District
- R-C Residential Conservation District
- O-1 Office District
- O-2 Suburban Office District
- O-3 Office Park District
- R-T Residential Transition District
- B-1 Local Business District
- B-2 Planned Neighborhood Business District
- B-3 Commercial District
- B-4 Lincoln Center Business District
- B-5 Planned Regional Business District
- H-1 Interstate Commercial District
- H-2 Highway Business District
- H-3 Highway Commercial District
- H-4 General Commercial District
- I-1 Industrial District
- I-2 Industrial Park District
- I-3 Employment Center District
- P Public Use District

One Square Mile
Sec. 33 T11N R6E



Sheet ___ of ___
Date:

Lincoln City - Lancaster County Planning Dept.

October 24, 2000

The Honorable Don Wesely
Mayor of Lincoln
County/City Building
555 South 20th Street
Lincoln, NE 68508

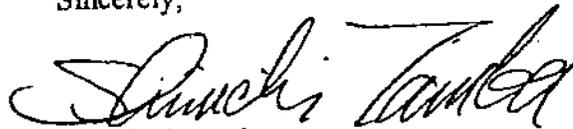
Dear Mayor Wesely:

On behalf of Kawasaki Motors Manufacturing Corp., U.S.A. we request annexation of our property at 6600 Northwest 27th Street.

As we have discussed on many occasions in the past, Kawasaki is interested in receiving city sanitary sewer and water service. We have been working together on providing water and sewer as well as discussing road improvements in the vicinity. It is our understanding that these issues will be addressed in an annexation agreement that we would develop together prior to annexation. It is also our understanding that the City will time the annexation to minimize the impact on the Malcolm Public School District as much as possible.

The legal description of the property is Lot 30 Irregular Tract in Section 33, Township 11 North, Range 6 East, Lancaster County, Nebraska.

Sincerely,



Shin-ichi Tamba
President

ST/sh