

00R-151

Introduce: 5-15-00

RESOLUTION NO. A-80215

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

2 That the agreement titled An Agreement Regarding the Annexation of the
3 Lancaster County Agricultural Society Event Center located East of N. 84th Street in
4 the Vicinity of Havelock Avenue ("Annexation Agreement"), and the agreement titled
5 Amendment No. 1 to the Annexation Agreement, which are attached hereto, marked as
6 Attachments "A" and "B" respectively and made a part hereof by reference, between the
7 City of Lincoln and the Lancaster County Agricultural Society, Inc. and the Board of
8 Regents of the University of Nebraska (Owners) outlining certain conditions and
9 understandings between the City and said Owners relating to the annexation of land
10 generally located at N. 84th Street and Havelock Avenue is approved.

11 BE IT FURTHER RESOLVED that the Mayor is authorized to execute the
12 Annexation Agreement and Amendment No. 1 to the Annexation Agreement on behalf
13 of the City.

14 BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully
15 executed copy of this Agreement to Rick Peo, Chief Assistant City Attorney, for
16 distribution to the Owners.

17 BE IT FURTHER RESOLVED that the City Clerk is directed to record the
18 Annexation Agreement and Amendment No. 1 to the Annexation Agreement with the
19 Register of Deeds, filing fees to be paid by the Owners.

Introduced by:

Jonathan Lock
AYES: Camp, Cook, Johnson,
McRoy, Seng, Shoecraft;
NAYS: None; ABSENT: Fortenberry.

Approved as to Form and Legality:

Rick Peo
Chief Assistant City Attorney

Staff Review Completed:



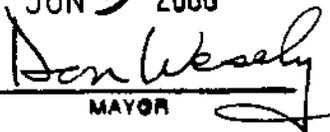
Administrative Assistant

5/22/00 Council Proceedings:

COOK Moved to Delay action on Bill #00R-151 for one week, to 5/30/00.
Seconded by Seng & carried by the following vote: AYES: Camp,
Cook, Fortenberry, Johnson, McRoy, Seng, Shoecraft; NAYS:None.

APPROVED

JUN 5 2000


MAYOR

ADOPTED

MAY 30 2000

By City Council

CITY OF LINCOLN

(Do Not Write in this Space)

Request for: Ordinance
 Resolution

Bill Control No. 002-151 Date: 5/8/00

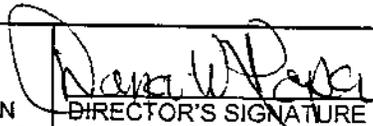
Docketing Date 5/15/00 P.H. 5/22/00

(To Be Entered by City Clerk)

DATE May 5, 2000	REQUEST MADE BY Rick Peo	DEPARTMENT Law
DESIRED DOCKET DATE: May 15, 2000	IF EMERGENCY, GIVE REASON (See Art. 6, Sec. 2 of Charter)	
Emergency Measure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

Approving an Annexation Agreement and Amendment to the Annexation Agreement between the City, Lancaster County Agricultural Society, Inc., and the Board of Regents of the University of Nebraska outlining certain conditions and understandings with regard to the annexation of approximately 251.6 acres of land generally located at N. 84th Street and Havelock Avenue.

REQUESTOR <input type="checkbox"/> DOES <input type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	 DIRECTOR'S SIGNATURE	<u>5/5/00</u> DATE
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TO BE USED BY THE FINANCE DEPARTMENT

BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:	FUND AVAILABILITY APPROVED	DATE:
DIRECTOR OF FINANCE SIGNATURE					

DISTRIBUTION

Return two (2) copies to City Clerk for Docket Number

**AN AGREEMENT
REGARDING THE ANNEXATION OF
THE LANCASTER COUNTY AGRICULTURAL SOCIETY EVENT CENTER
LOCATED EAST OF N. 84TH STREET
IN THE VICINITY OF HAVELOCK AVENUE**

THIS ANNEXATION AGREEMENT is entered into as of this ____ day of _____, 2000, by and between the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as the "City," and the **Lancaster County Agricultural Society, Inc.**, a Nebraska nonprofit corporation, hereinafter referred to as the "Agricultural Society," and **The Board of Regents, University of Nebraska**, a public body corporate, hereinafter referred to as the "University."

RECITALS

I.

The Agricultural Society is in the process of constructing a new \$8,000,000 Lancaster Event Center in the vicinity of 84th Street and Havelock Avenue for the purpose of providing a venue for the Lancaster County Fair, major equestrian events, and other agricultural related and entertainment activities and events.

II.

Property on which the Lancaster Event Center is being located is currently outside the corporate limits of the City of Lincoln. An extension of the City water system is necessary to serve the premises in order to permit the proposed structure or structures to be properly sprinkled in accordance with fire and building codes. The Agricultural Society is agreeable to being annexed into the corporate limits of the City for the purpose of permitting such water main extension to occur in accordance with existing City policies.

III.

Pursuant to the Conditional Annexation and Zoning Agreement for Regent Heights 1st Addition and Northern Lights Addition ("Regents Heights Agreement"), the City and the developers of Regent Heights 1st Addition and Northern Lights Addition constructed certain sanitary sewer trunk lines (hereinafter "Sewer A" and "Sewer B") to sewer 254 acres of land within the preliminary plats of Regent Heights 1st Addition and Northern Lights Addition. Said Sewer A and Sewer B can also sewer 746 acres of land outside of the boundaries of the preliminary plats for Regent Heights 1st Addition and Northern Lights Addition, including the property in which the Lancaster Event Center is being located.

IV.

In the Regent Heights Agreement, the City agreed to charge owners of land outside the boundaries of the preliminary plats for Regent Heights 1st Addition and Northern Lights Addition who benefit not from maintenance of Sewer A and Sewer B, but from the extension of Sewer A and Sewer B into an entirely new area, including the property on which the Lancaster Event Center is being located, a fair share of the cost of Sewer A and Sewer B based upon a per-acre formula or some other fair share formula approved by the City.

V.

The City is willing to annex the property on which the Lancaster Event Center is being located as requested by the Agricultural Society, provided the Agricultural Society agrees to contribute \$65,092.20 as the Agricultural Society's fair share of the cost to construct Sewer A and Sewer B which sewers the property on which the Lancaster Event Center is being located based upon a cost of \$1,570.00 per acre times the 41.46 acres being annexed.

VI.

The University owns certain lands intervening between the existing corporate limits and the Lancaster Event Center site and is agreeable to having the real property owned by it, included in the legal description below, to be annexed into the corporate limits of the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties do agree as follows:

1. Property to be Annexed. The following real property, including property owned by the Agricultural Society and by the University, shall be annexed into the corporate limits of the City of Lincoln:

Lots 61, 63 and 65 of Irregular Tracts in the Southeast 1/4 of Section 3, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; Lots 22, 23, 25, 30, 31 and 32 of Irregular Tracts in the Northeast 1/4 of Section 10, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; and Lot 30 Irregular Tract in the Northwest 1/4 of Section 11, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

The City agrees to annex all of the real property described above, together with public rights of way abutting thereon.

2. Water Main Extension. The City agrees to construct or permit the construction of a new 12" main in North 84th Street from Havelock Avenue to the existing 36" main at approximately 84th and Fremont. Said extension shall be constructed by executive order construction through an executive order issued to the Agricultural Society. A contract for said work shall be issued only after advertisement for and receipt of formal sealed bids in accordance with City purchasing requirements, with the contract being awarded to the lowest responsible bidder. The cost of all design, engineering, inspection and construction shall be paid one-third by the City, one-third by the

Agricultural Society and one-third by the University. Design engineering for the main shall not exceed \$11,500.00.

It is understood that the Agricultural Society shall be responsible for initial payment to the contractor for such water main construction, but shall be reimbursed by the City for the City's share of said construction no later than October 1, 2000, or sixty (60) days after acceptance by City, whichever is later, and shall be reimbursed by the University for one-half of its share before June 30, 2000, and the remaining half before October 1, 2000, with no portion thereof bearing interest.

Limited building permits have been issued for the Lancaster Event Center project, but it is understood and agreed by the parties that a final building permit shall not be issued, and occupancy shall not take place, unless and until the above-described water main is available to serve the premises to provide fire protection, or unless an alternative and adequate source of water for fire protection is provided.

3. Sewer Main Extension. The Agricultural Society understands and acknowledges that the property on which the Lancaster Event Center is being located was made sewerable by the construction of Sewer A and Sewer B pursuant to the Regent Heights Agreement and that the Agricultural Society did not participate in, nor contribute the Agricultural Society's fair share of the cost of the construction of Sewer A and Sewer B to serve the property on which the Lancaster Event Center is being located. The Agricultural Society desires to be connected to Sewer A and Sewer B and therefore agrees to pay at the time of annexation a connection fee of One Thousand Five Hundred Seventy and 00/100ths Dollars (\$1,570.00) per acre times 41.46 acres for a total connection fee of \$65,092.20.

4. Essential Nexus. The Agricultural Society agrees that the City has a legitimate state interest in the public health, safety, and welfare which is promoted by requiring the Agricultural Society to pay the Agricultural Society's fair share of the cost to construct Sewer A and Sewer B to sewer the property upon which the Lancaster Event Center is being located and that an essential nexus exists between the City's above interest and the conditions placed upon the Agricultural Society under this Agreement. In addition, the City and the Agricultural Society have made an individualized determination and agree that the conditions placed upon the Agricultural Society under this Agreement are related both in nature and extent and are in rough proportionality to the projected adverse effects, full development and operation of the Lancaster Event Center would have on the public sanitary sewer system, and water system that serves the property upon which the Lancaster Event Center is being located.

5. Binding. This Agreement shall inure to and be binding upon the parties hereto and to their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST:

City Clerk

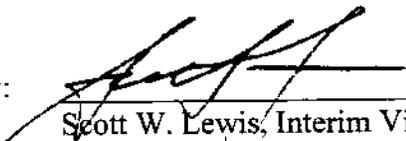
THE CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: Don Wesely
Don Wesely, Mayor

**LANCASTER COUNTY AGRICULTURAL
SOCIETY, INC.**, a Nebraska nonprofit corporation

By: Charles S. Willnerd
Charles S. Willnerd, President

**THE BOARD OF REGENTS,
UNIVERSITY OF NEBRASKA,**
a public body corporate

By: 
Scott W. Lewis, Interim Vice Chancellor
for Business and Finance
University of Nebraska-Lincoln

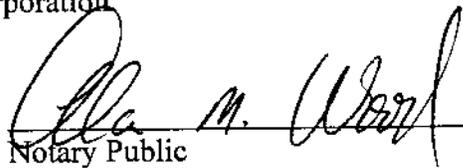
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

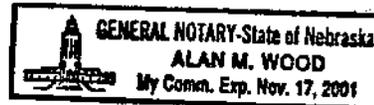
The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Don Wesely, Mayor of the City of Lincoln, Nebraska, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

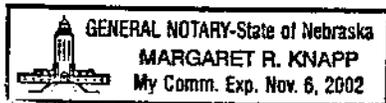
The foregoing instrument was acknowledged before me this 26th day of January, 2000, by Charles S. Willnerd, President of the Lancaster County Agricultural Society, Inc., a Nebraska nonprofit corporation, on behalf of the corporation

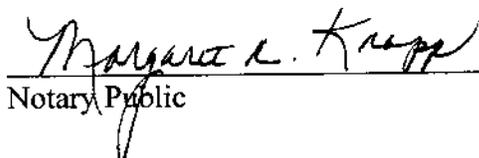

Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 3rd day of February, 2000, by Scott W. Lewis, Interim Vice Chancellor for Business and Finance of the University of Nebraska-Lincoln, a public body corporate, on behalf of The Board of Regents, University of Nebraska.




Notary Public