



A91136

18R-142

Introduce: 6-25-18

RESOLUTION NO. A- 91136

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

2 That the attached Memorandum of Understanding between the Lancaster County

3 Agricultural Society and the City of Lincoln to accompany a change of zone from AG

4 (Agriculture District) to P (Public Use District) and to amend the Special Permit relating to

5 the H-4 General Commercial District zoned property generally located in the vicinity of

6 84<sup>th</sup> Street and Havelock Avenue, known as Lancaster Event Center, upon the terms and

7 conditions set forth in said Memorandum of Understanding, which is attached hereto

8 marked as Attachment "A", is hereby approved and the Mayor is authorized to execute

9 the same on behalf of the City of Lincoln.

10 The City Clerk is directed to transmit full-executed original of said Memorandum of

11 Understanding to Tim Sieh, City Law Department for distribution to the parties.

Introduced by:

AYES: Camp, Christensen, Eskridge, Gaylor Baird, Lamm, Shobe; NAYS: None; ABSENT: Raybould.

Approved as to Form & Legality:

Jeffery R. Kozlowski  
City Attorney

Approved this 18 day of July, 2018:

[Signature]  
Mayor

**ADOPTED**  
**JUL 16 2018**  
**BY CITY COUNCIL**

City Council Introduction: 6/25/2018

BILL NUMBER: 18R-142

Public Hearing: 7/9/2018

Date Factsheet Prepared: 6/21/2018

## FACTSHEET

**Instructions:** If a question does not apply, just put "NA". Please try to keep it to **ONE** page only. Submit **one original**, with your Request Form, to City Clerk.

**TITLE:** Approving an Amended Memorandum of Understanding between the City and Lancaster County Agricultural Society for a change of zone from AG (Agriculture District) to P (Public Use District) and to amend the Special Permit relating to the reduced H-4 General Commercial District zoned property.

**BOARD/COMMITTEE:**

**APPLICANT:**

**RECOMMENDATION:**

**STAFF  
RECOMMENDATION:**

**OTHER DEPARTMENTS  
AFFECTED:**

**SPONSOR:**

**OPPONENTS:**

### REASON FOR LEGISLATION

Approving an Amended Memorandum of Understanding between the City and Lancaster County Agricultural Society to accompany a change of zone from AG (Agriculture District) to P (Public Use District) and to amend the Special Permit relating to the reduced H-4 General Commercial District zoned property.

### DISCUSSION / FINDINGS OF FACT:

This MOU establishes the terms and conditions negotiated with the Lancaster County Agricultural Society in connection with changing the zoning designation for much of the Lancaster County Event Center property in order to allow the Ag Society to move forward with further development of the site located generally at the southeast corner of 84th and Havelock. Further details can be found in the Planning Department Staff Report for Bill No. 18-63, CZ18012.

**POLICY OR PROGRAM CHANGE:**  Yes  No

**OPERATIONAL IMPACT ASSESSMENT:**

**COST OF TOTAL PROJECT:**

**RELATED ANNUAL OPERATING COSTS:**

**SOURCE OF FUNDS:**

**CITY:**

**NON CITY:**

**FACTSHEET PREPARED BY:** Tim Sieh

**DATE:** 6/21/2018

**REVIEWED BY:**

**DATE:**

After recording please return to:  
 Thomas C. Huston  
 Cline Williams Wright Johnson  
 & Oldfather, LLP  
 233 South 13<sup>th</sup> Street, Suite 1900  
 Lincoln, NE 68508

**AMENDED AND RESTATED  
 MEMORANDUM OF UNDERSTANDING**

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into on this 18<sup>th</sup> day of July, 2018 by and between the Lancaster County Agricultural Society (the "Society") and the City of Lincoln, Nebraska, a municipal corporation (the "City").

**RECITALS**

**I.**

The Society is the owner of approximately 160 acres of real property located generally in the vicinity of 84th and Havelock Avenue in the north half of Section 11, Township 10 North, Range 7 East, Lincoln, Lancaster County, Nebraska, as legally described on the attached and incorporated Exhibit "A" (the Fairgrounds").

**II.**

The Society and the City entered into that certain Substitute Memorandum of Understanding dated September 2, 2008 and recorded October 9, 2008 as Instrument #2008046889 (the "Substitute MOU"). Pursuant to said Substitute MOU, the Society and the City agreed to various terms and conditions related to the development of the Fairgrounds, including, among other terms, the annexation of a portion of the Fairgrounds, a change of zone of a portion of the Fairgrounds to H-4, approval of a planned service commercial development special permit, payment of impact fees, cost sharing for adjacent sewer lines, compliance with Flood Regulations, a conservation easement, offsite traffic improvements, right of way dedications, and utility easements.

**III.**

The Society intends to commence the National High School Rodeo improvements upon

the Fairgrounds, which include, among other improvements, the construction of campground areas on the east side of the Fairgrounds, including water and electrical services for the campgrounds, bleacher grandstands located adjacent to the outdoor arena, an internal driveway extension of the east side of the Fairgrounds and an emergency exit located on the south edge of the Fairgrounds (the "Rodeo Improvements") and the future construction of an approximately 4,500 to 6,000 seat coliseum and other storage and exhibit space (the "Phase Three Improvements"), as depicted on the attached and incorporated Exhibit "B".

#### IV.

Pursuant to the Substitute MOU, approximately 14.4 acres of land located on the northwest corner of the Fairgrounds (the "NW Corner") was rezoned to H-4 General Commercial District and the City approved a planned service commercial development special permit (the "Special Permit").

#### V.

The Society desires to change the zone of the Fairgrounds by converting the AG-zoned property to the P Public zone, thereby requiring an amendment to the Special Permit.

#### VI.

The City is agreeable to proceeding with the change of zone and amendment to the special permit to permit the Rodeo Improvements and the Phase Three Improvements, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above Recitals and the mutual promises contained herein, the Society and City agree as follows:

1. **City Approvals.** The City agrees to approve the following (collectively, the "City Approvals") for which the Society has filed the requisite applications:
  - a. Change of Zone: the Society's request to change the Fairground's AG-Agricultural zoned property to the P-Public zone.
  - b. Amendment to the Special Permit: the Society's request for an amendment to the Special Permit to limit the scope of the Special Permit's to the reduced H-4 General Commercial District zoned property.
2. **Floodplain and Floodprone Area.** A portion of the Fairgrounds is located in a Floodplain or Floodprone Area, as defined in the Flood Regulations for Existing Urban Area ("Flood Regulations"). The City hereby agrees that in connection with the Rodeo Improvements, the Society may construct electrical campground improvements, including electrical transformers, panel boxes, and electrical pedestals for recreation vehicle connections (the "Electrical Campground Improvements"), within the Floodplain or Floodprone Area. The parties agree that the Electrical Campground Improvements do not constitute structures and are not "new construction" or "substantial improvements" as defined in the Flood

Regulations. In order to minimize flood damage in accordance with 44 CFR 60.3(a)(4), the Society shall cause the electrical transformers and panels to be elevated one (1) foot about the base flood elevation and the pedestals shall be designed and located to minimize flood damage to the pedestals from water and withstand hydrostatic and hydrodynamic loads. The design shall be certified by an engineer, if required by municipal code as applicable to the electrical pedestals. Nonetheless, in the event the Electrical Campground Improvements are damaged by flooding, the Society agrees to indemnify and hold the City and the Lower Platte South NRD harmless for any costs or expenses relating to said damage to the Campground Improvements. Further, the Society agrees that the Electrical Campground Improvements will comply with the Flood Regulation's no net rise requirements. The Society shall incorporate the Federal Emergency Management Agency ("FEMA") design requirements which prohibits the construction of any structure in the flood way.

The Society shall prepare, maintain and update as appropriate an Emergency Evacuation Plan for the campground. The Society shall make such Emergency Evacuation Plan available to the city upon request.

3. **Intentionally Omitted.**
4. **Offsite Traffic Improvements.** The City has agreed to make the following improvements to Havelock Avenue east of and adjacent to 84th Street:
  - a. construct a westbound to southbound left turn lane located on Havelock Avenue east of 84th Street;
  - b. construct a center lane for westbound through traffic on Havelock Avenue;
  - c. construct a westbound to northbound right turn lane located on Havelock Avenue east of 84th Street; and
  - d. construct a northbound right turn lane on 84<sup>th</sup> Street to eastbound onto Havelock Avenue, as shown on Exhibit "C".

The City shall be solely responsible for the costs and expenses to construct the offsite traffic improvements listed above (collectively, the "Offsite Traffic Improvements"). The City shall complete construction of the Offsite Traffic Improvements on or before December 31, 2019.

5. **Right-of-Way Dedication.** In the event the City determines to construct a traffic circle in the 84<sup>th</sup> Street right-of-way adjacent to the Fairgrounds, the Society agrees to dedicate to the City additional right-of-way as may be necessary to comply with the then-current design standards. The Society is not agreeing to the need for and benefit of a traffic circle to be located in the 84<sup>th</sup> Street right-of-way adjacent to the Fairgrounds and reserves the right to provide evidence on that proposal if such issue arises in the future. Further, the Society shall dedicate easements on Society land outside City right-of-way for the location of sidewalks.

6. **Commercial Area; Subject to Zoning.** The City and Society recognize that under Nebraska law the power of eminent domain is superior to the zoning power and that the City, under its zoning authority, is not permitted to prevent or place limitations upon a public use of the Fairgrounds, the furtherance of which the Society has been granted condemnation power by the State Legislature. Therefore, as an inducement for the City to approve the change of zone and administrative amendment to the Special Permit described in Section 1 above, the Society agrees that, notwithstanding the fact that it is deemed to be a body corporate and politic and has the power of eminent domain as provided in Neb. Rev. Stat. §. 2-262, the NW Corner shall be subject to the zoning regulations of the City of Lincoln otherwise applicable to the zoning district in which the Fairgrounds is placed. Before the Society proceeds with the Phase Three Improvements, the Society shall provide the City with a signage plan reflecting the directional signage locations.
7. **Society's Responsibilities; Contingent on City Approvals.** The Society's responsibilities under this agreement, including dedication of right-of-way as set forth in Paragraph 5 above, will be contingent upon the City approving the City Approvals.
8. **Impact Fees for Commercial Development.** The Society agrees to pay or will require any successor or lessee to pay the applicable water/wastewater impact fees and arterial street impact fees or any other impact fees in place at time of building permit or construction activity for the northwest corner of the Fairgrounds which is zoned H-4.
9. **Easements for Sanitary Sewer and Trail.** Society has previously granted to the City permanent sanitary sewer easements for the location of the Stevens Creek sanitary sewer trunk line at no cost to the City. In addition, the Society will provide a 20 foot trail easement generally west of Stevens Creek in a location mutually agreeable to the City and the Society, generally from the south property line to the north property line of the Fairgrounds, upon the request of the City.
10. **Phase Three Improvements.**
  - a. **Preliminary Plans.** The original design of the Lancaster Event Center included additional improvements which could be added to the campus at some point in the future which improvements are shown on Exhibit "B" and could include:
    - A 4,500 to 6,000 seat ag-style sports arena to enable the Society to hold indoor spectator and recreational events which could include equine and livestock competitions, rodeos, motor sport events, and indoor youth sports;
    - One or more additional pavilion buildings to provide additional multi-purpose and animal stall exhibition capacity; and
    - A completion of the internal circulation private roadway which could include a loop road on the southern portion of the Fairgrounds.
  - b. **Supplement.** Prior to the Society proceeding with the plans to complete the scope and vision for the Lancaster Event Center by adding Phase Three Improvements, this Memorandum shall be supplemented to add the appropriate provisions to set forth the operating guidelines for the Lancaster Event Center as expanded.

**11. Intentionally Omitted.**

- 12. Sewer Main Extension.** The Society understands and acknowledges that the portion of the Fairgrounds was made sewerable by the construction of certain sanitary sewer trunk lines pursuant to the Conditional Annexation and Zoning Agreement for Regent Heights 1st Addition and Northern Lights Addition. The Society further understands and acknowledges that the Society did not participate in, nor contribute to the cost of the construction of said sanitary sewer trunk lines to serve that portion of the Fairgrounds. In the event the Society commences construction on the Phase Three Improvements, the Society agrees to pay at the time of receiving building permit for the Phase Three Improvements a total connection fee of Forty Thousand Four Hundred Forty-Three and 20/100 Dollars (\$40,443.20).
- 13. Emergency Exit.** As a part of the Rodeo Improvements, the Society agrees to secure an emergency exit easement from the Fairgrounds to a public right-of-way located to the south of the Fairgrounds, as depicted on the attached Exhibit "E". The City consents to the crossing of the City's Murdock Trail by such emergency exit drive. The drive shall be closed to vehicular access by gates, bollards or some other similar removable barrier at the ends of the emergency exit drive.
- 14. Sidewalk.** The Society agrees to install and construct a sidewalk on the west boundary line of the Fairgrounds, in the public right-of-way of 84<sup>th</sup> Street, pursuant to the City Executive Order process, in accordance with the following phasing plan:
- a. Sidewalk Segment I. The Sidewalk Segment I shall be installed from the south boundary line of the Fairgrounds extending north to Gate #1 which is the direct access to 84<sup>th</sup> Street at the Fairgrounds. This Sidewalk Segment I shall be installed by the Society on or before July 15, 2021; and
  - b. Sidewalk Segment II. The Sidewalk Segment II shall be installed from Gate #1 in the 84<sup>th</sup> Street right-of-way, north to the Havelock Avenue right-of-way, and then east to Gate #2. This Sidewalk Segment II shall be installed as part of the Phase Three Improvements described in paragraph 10 above conditioned upon the approval by the City as to the location of Sidewalk Segment II. If required, Society agrees to dedicate or grant an access easement to the City for the location of the sidewalk on the Fairgrounds adjacent to the City right-of-way.
- 15. Loop Road.** If the south extension of the internal loop road is made part of the plans for future Phase Three Improvements, the City and the Society shall work cooperatively to resolve issues related to:
- a. The grant of any required temporary access and construction easements to permit the Society to regrade the embankment of the City bike trail corridor;
  - b. The lowering or capping of the existing sanitary sewer line located adjacent to the south boundary line of the Fairgrounds; and

- c. Final grading and drainage plan for the south loop road area adjacent to the City's bike trail corridor.

16. **Sanitary Sewer Line.** The Lancaster Event Center is currently serviced by injector pumps for the sanitary sewer service at the Fairgrounds. The City shall permit the Society to connect an 8" sanitary sewer line to the adjacent trunk line in Stevens Creek as part of the improvements planned for the Fairgrounds. Any such sanitary sewer line installed by the Society shall be privately owned by the Society and shall be maintained by the Society.
17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall inure to and run with the Fairgrounds.
18. **Recordation.** This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at the Society's cost and expense.
19. **Amended and Restated.** The Substitute MOU is hereby amended and fully restated, and superseded by this Amended and Restated Memorandum of Understanding.

**Exhibits:** The following exhibits are attached to this Agreement and incorporated by this reference:

- Exhibit "A" – Legal Description of Fairgrounds
- Exhibit "B" – Lancaster Event Center Master Plan Update
- Exhibit "C" – Improvements in Havelock Avenue including right turn lanes to Fairgrounds
- Exhibit "D" - Emergency Exit Routing

[SIGNATURE PAGE TO FOLLOW]





**Exhibit "A"**  
**Legal Description of Fairgrounds**

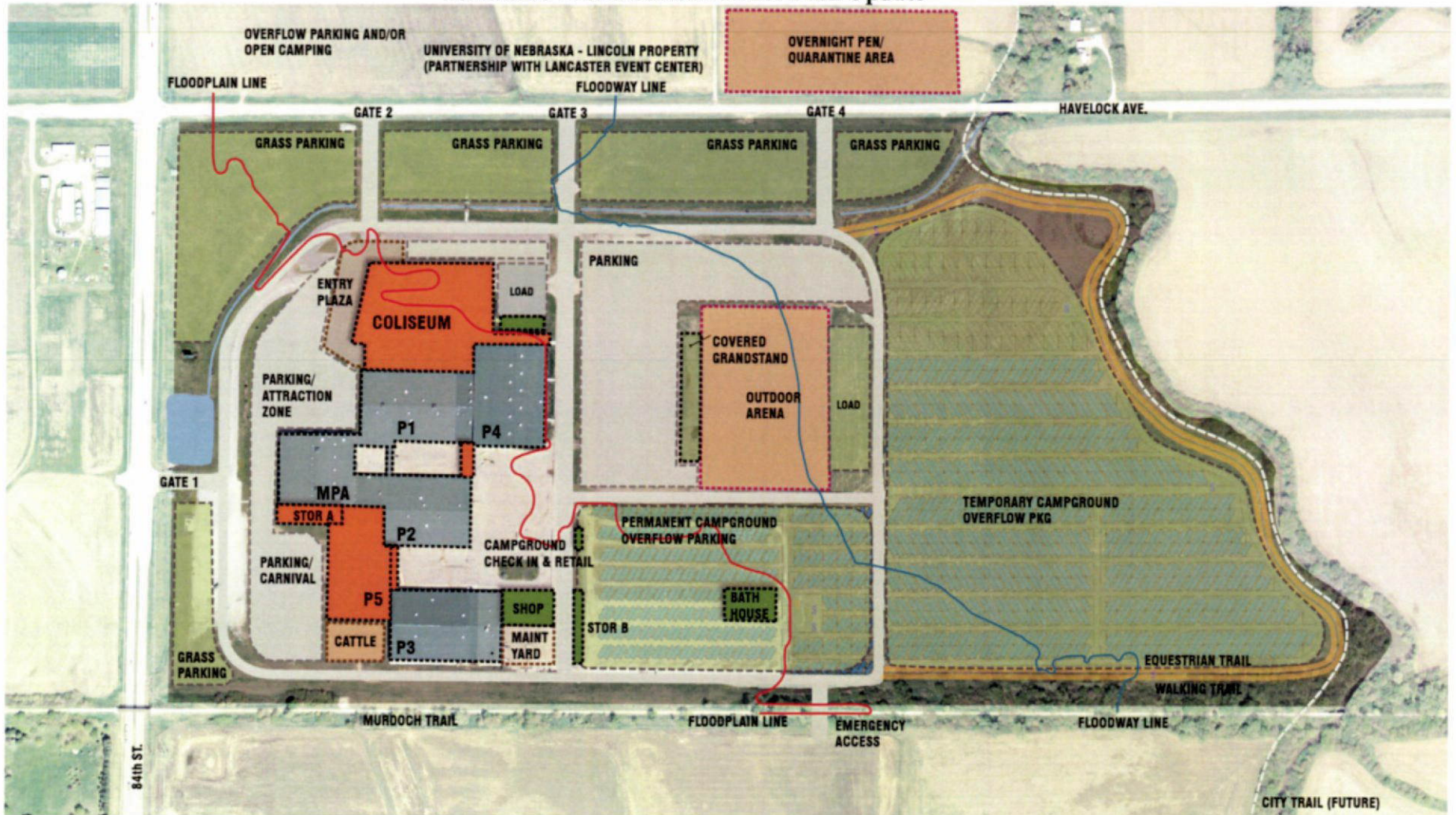
Parcel 1: Lot 37, Irregular Tracts, located in the Northwest Quarter of Section 11, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

Parcel 2: Lot 30, Irregular Tracts, located in the Northwest Quarter of Section 11, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

Parcel 3: The West 1,107.88 feet of Lot 38, located in the Northwest Quarter of Section 11, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

Parcel 4: Lot 38, except the West 1,107.88 feet of Lot 38, located in the Northwest Quarter of Section 11, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

## Exhibit "B" Lancaster Event Center Master Plan Update



LANCASTER EVENT CENTER: MASTER PLAN UPDATE:  
PHASE III CONCEPT PLAN  
February 21, 2018



Exhibit "C"  
Improvements in Havelock Avenue

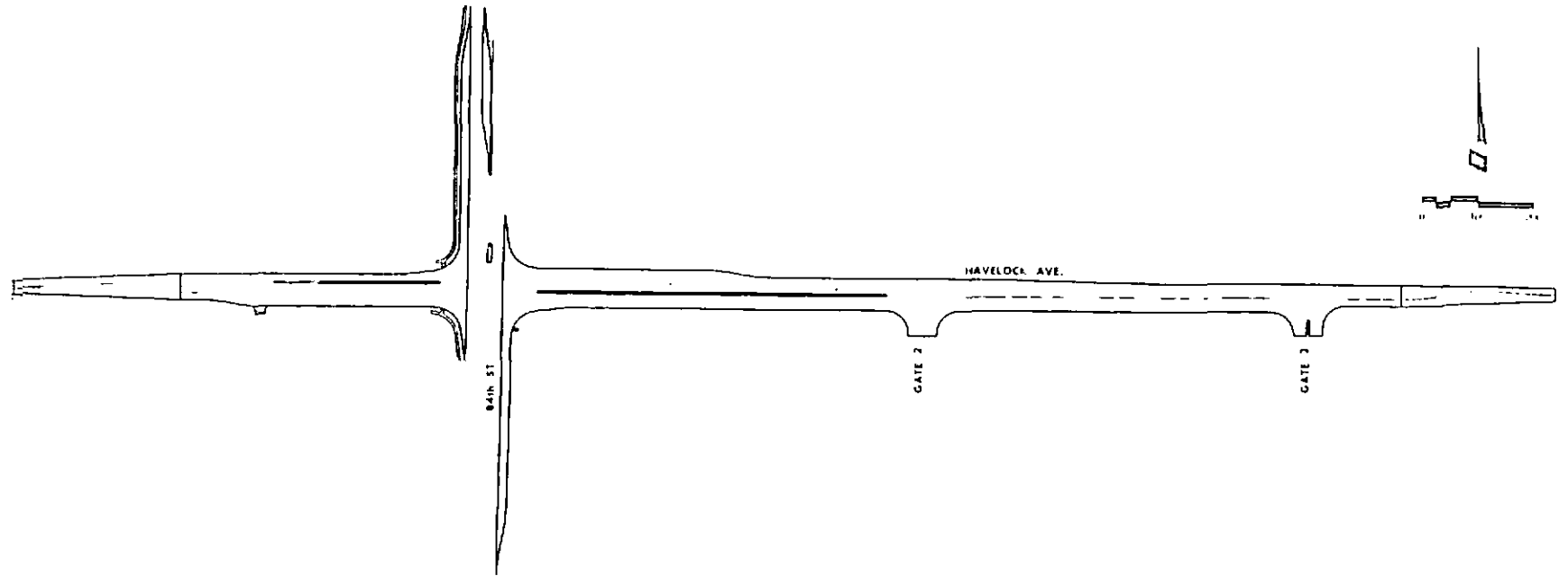
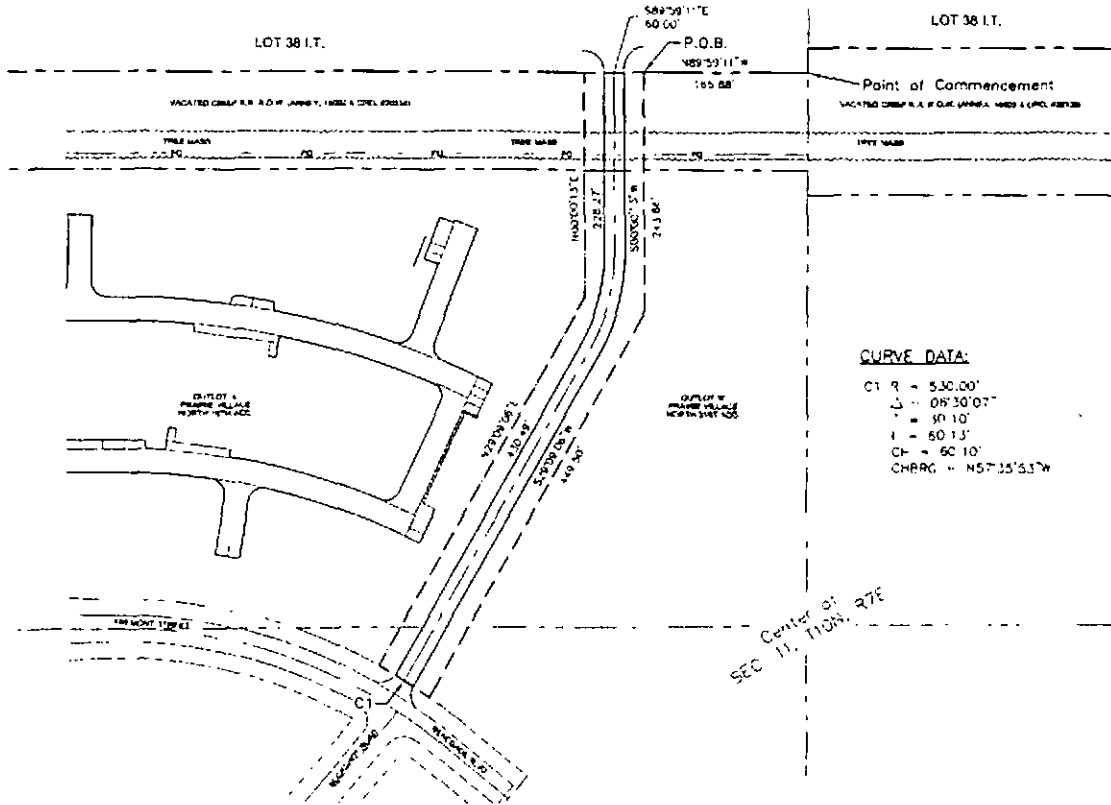


Exhibit "C"


**Exhibit "D"**  
**Emergency Exit Site Plan**

**EXHIBIT "D" - ACCESS EASEMENT AREA**



A LEGAL DESCRIPTION FOR AN ACCESS EASEMENT LOCATED IN PART OF VACATED CHAMP H.R. ROW (AS DESCRIBED BY ANNEXATION 16002 AND ORDINANCE #20325) AND OUTLOT B, PRAME VILLAGE 21ST ADDN, LOCATED IN THE WEST HALF OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LINCOLN LANCASTER COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF LOT 38 I.T. AND SAID VACATED CHAMP H.R. ROW, THENCE N89°59'11"W A DISTANCE OF 165.88 FEET TO THE POINT OF BEGINNING THENCE S00°00'13"W A DISTANCE OF 243.64 FEET, THENCE S90°00'00"W A DISTANCE OF 100.00 FEET TO A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CHORD ANGLE OF 08°30'07" AND A CHORD BEARING S57°35'53"W, ALSO BEING A POINT OF BEGINNING ON THE NORTHERLY RIGHT-OF-WAY OF PENICASSA BOULEVARD, THENCE ON THE ARC OF SAID CIRCULAR CURVE 60.13 FEET, THENCE N29°09'04"E A DISTANCE OF 430.43 FEET, THENCE N00°00'13"E, A DISTANCE OF 229.27 FEET, THENCE S89°59'11"E A DISTANCE OF 60.09 FEET, TO THE POINT OF BEGINNING AND CONTAINING A TOTAL CALCULATED AREA OF 46,529.73 SQUARE FEET, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

REGA ENGINEERING 601 OLD CHENEY ROAD, SUITE A LINCOLN, NE 68512 402-484-7342 OFFICE 402-484-7344 FAX		 NORTH	<b>REGA</b> ENGINEERING GROUP, INC.
JOB NAME: EXHIBIT "D" - ACCESS EASEMENT AREA LOCATION: LINCOLN, NEBRASKA		DRAWN BY: MG SCALE: NO SCALE DATE: 02-26-2018	CHECKED BY: DR
DESCRIPTION: ACCESS EASEMENT		JOB NUMBER <b>161191</b>	SHEET 1 OF 1