



21R-296

Introduce: 7-12-21

RESOLUTION NO. ~~A-~~ **92854**

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

2 That the Annexation Agreement for Fire Ridge which is attached hereto, marked as
3 Attachment "A", and made a part hereof by reference, between the City of Lincoln and Fire Ridge,
4 LLC, for the development, zoning, and annexation of property generally located in the area
5 between 98th Street and 105th Street near and abutting Van Dorn Street, as set forth in the
6 Agreement, is hereby approved and the Mayor is authorized to execute the Annexation Agreement
7 on behalf of the City.

8 BE IT RESOLVED that the City Clerk is directed to return one fully-executed copy of this
9 Agreement to Abigail Littrell, Assistant City Attorney, for distribution to the Fire Ridge, LLC.

10 BE IT FURTHER RESOLVED that the City Clerk is directed to file the Annexation
11 Agreement for Fire Ridge with the Lancaster County Register of Deeds with the recording fees to
12 be paid in advance by the Fire Ridge, LLC.

13 BE IT FURTHER RESOLVED that the City Clerk is directed to forward a copy of this
14 Agreement to Michaela Dugan, Impact Fee Administrator.

Introduced by:

Approved as to Form & Legality:

City Attorney

AYES: Beckius, Bowers, Meginnis, Raybould,
Shobe, Ward, Washington; NAYS: None

Approved this 4th day of Aug, 2021:

Mayor
LEWON GAYLOR BAIRD

ADOPTED

JUL 26 2021

BY CITY COUNCIL

**ANNEXATION AGREEMENT
FOR FIRE RIDGE
Development Agreement**

This Annexation Agreement ("Agreement") is made and entered into as of this 4 day of August, 2021 by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), and **Fire Ridge, LLC** a Nebraska limited liability company ("Fire Ridge"), hereinafter also referred to as the "Developer".

RECITALS

1. Fire Ridge controls and intends to acquire fee simple title to and to develop a tract of the real property generally located in the area between 98th Street and 105th Street near and abutting Van Dorn Street, Lancaster County, Nebraska. The legal description of the Real Property is attached hereto as "Exhibit A" (the "Property"). Fire Ridge desires to cause the urban development of the Property.

2. Fire Ridge has requested that the City annex the Property into the corporate limits of the City (AN 20014).

3. Fire Ridge has requested that the City rezone that portion of the Property from AG to R-3 Residential which are shown on Exhibit "B" (CZ 20038).

4. The Property is currently shown as Urban Residential on the 2040 Lincoln Area Future Land Use Map in Lincoln City-Lancaster County Comprehensive Plan and is designated Tier I, Priority B on the 2040 Priority Growth Areas Map.

5. The City's approval of the Annexation and Change of Zone are collectively referred to herein as "Governmental Actions".

6. The City is willing to approve the Governmental Actions and subsequently consider approving the use permits, special permits, preliminary plats, and final plats for the balance of the Property pursuant to the Comprehensive Plan (collectively "Subsequent Governmental Actions"); provided that, the infrastructure improvements are constructed in a timely manner to serve and properly accommodate the area. All preliminary plats, final plats, and other land use applications concerning the Property shall be considered pursuant to the City's Comprehensive Plan, land development ordinances, applicable design standards, and the terms and conditions of this Agreement.

7. This Agreement identifies the Developer's and City's responsibilities regarding the construction of infrastructure improvements necessitated by the development of the Property.

NOW, THEREFORE, in consideration of the mutual covenants established herein, the parties to this Agreement do hereby agree as follows:

I.

DEFINITIONS

1. Defined Terms. The following are defined terms to this Agreement. Other paragraphs of this Agreement contain numerous refinements and exceptions which qualify the provisions of this Paragraph 1; all other defined terms are as shown in other provisions of this Agreement.

- a. "Construct" or "construction" means installation of the infrastructure components according to the City's standard specifications and shall also include proper drainage, utility relocation (electric, cable, phone,

communication, fiber optic, gas, water, rural water, and sediment) and erosion controls and measures.

- b. "Cost", "cost and expense", "expense" or "entire cost" of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, acquisition of right-of-way or easements from a party other than the Developer, construction costs, publication costs, financing costs, and related miscellaneous costs.

II.

CONCURRENT APPROVAL OF GOVERNMENTAL ACTIONS;

CONDITIONAL APPROVAL

A. Concurrent Approval. The City, concurrently with the approval of this Agreement, is approving the following Governmental Actions:

1. Annexing the Property legally described and shown on Exhibit "A"; and
2. Amending the Lincoln zoning district maps to adopt the Change of Zone attached hereto as Exhibit "B".

B. Conditional Approval. Approvals of the Governmental Actions are conditioned upon the terms, conditions and understandings as set forth in this Agreement being fulfilled. The parties understand and agree that, notwithstanding the conditional nature of such zoning approvals hereto, the City Council, on its own motion or at the request of any party hereto, may, in the exercise of its lawful legislative authority: (i) amend the Comprehensive Plan; (ii) extend the municipal corporate boundaries to include any contiguous or adjacent lands; (iii) rezone or revise the zoning designations applicable to the Property; or (iv) approve or amend plats, dedications, use permits, special permits, developments, community unit plans, building permits or other land use controls, as future circumstances may warrant.

III.

STREET IMPROVEMENTS

A. 102nd and Van Dorn Street.

1. Prior to commencing Phase I Development as described in the CUP, Developer at its own cost and expense and pursuant to the City's executive order construction process, shall design, grade, and construct intersection improvements and the intersection of Van Dorn Street and 102nd Street. City's preferred improvement is design and construction of a two-lane roundabout. However, due to funding limitations, Developer shall be permitted to construct east and west bound turn-lane intersection improvements. Turn lane improvement shall be designed and constructed with permanent surfacing and at the future grade as established by Lincoln Transportation and Utilities. Turn lanes will be designed and constructed to a length supported by a traffic analysis for the development. Developer shall dedicate to the City the right-of-way required for a future round about at the intersection.

B. 98th and South Street.

1. Prior to commencing Phase IIA Development as described in the CUP, Developer at its own cost and expense and pursuant to the City's executive order construction process, shall design, grade, and construct intersection improvements and the intersection of 98th and South Street. City's preferred improvement is design and construction of a two-lane roundabout. However, due to funding limitations, Developer shall be permitted to construct north and south bound turn-lane intersection improvements. Turn lane improvement shall be designed and constructed with permanent surfacing and at the future grade as established by Lincoln Transportation and Utilities. Turn lanes will be designed and constructed to a length supported by a

traffic analysis for the development. Developer shall dedicate to the City the right-of-way required for a future round about at the intersection.

C. The City agrees that the Arterial Street Intersection Improvements described in subsections A and B of this Article are considered Impact Fee Facility Improvements as that term is defined in LMC §27.82.040. Therefore, the City agrees that it shall reimburse Developer for the 102nd & Van Dorn Street & 98th and South Street Intersection Improvements from the arterial street impact fees generated by development of the Property. Said reimbursement from arterial street impact fees generated by development of the Property shall be paid quarterly as arterial street impact fees are received. The foregoing notwithstanding, any reimbursement to be paid from the arterial street impact fees shall not constitute a general obligation of the City. Turn lane improvements will only be eligible for impact fee reimbursement if they conform to the future grade elevation as determined by LTU.

D. Prior to commencing Phase VI development, as described in PUD, Developer shall pave, according to City Standard Specifications and through the City's executive order construction process, that portion of presently unpaved 105th street commencing within Camelot Acres, Block 2, Outlot A and continuing to the northern boundary of the Mopac Trail right of way.

F. **Dedication of Street Right-of-Way.** At the time of the applicable final platting or prior to construction of the Van Dorn Street Improvements, or at City's request if at any time Lancaster County Nebraska or City reconstructs of 98th Street, Developer agrees to dedicate, at no cost to the City, the additional right-of-way contemplated in subsections A and B above to the satisfaction of the Lincoln Transportation and Utilities Department (LTU). Fire Ridge shall dedicate and convey the necessary right of way for the construction and operation of the 102nd & Van Dorn Street and the 98th & South Street roundabouts and the Internal Streets that are located

within the Property, without additional cost or consideration, in conjunction with the construction of such Internal Street as set forth herein.

III.

PUBLIC WATER INFRASTRUCTURE

- A. **Phasing:** Phased development of the Property is defined in the CUP for the Fire Ridge Development.
- B. **Van Dorn Street.** The City has approved a Capital Improvement Program, which includes the construction of a 16-inch water main along Van Dorn Street from 91st to 98th Street (“Van Dorn Street Water Main West of 98th Street”) in FY2020-2021. City agrees to design and substantially complete the construction of the Van Dorn Street Water Main from 91st to 98th street by December 1, 2021, or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later. The City has approved a Capital Improvement Program with includes continued construction of the Van Dorn Street water main from 98th to at least 102nd, and perhaps further east in FY2022-23. (“Van Dorn Street Water Main East of 98th Street.”) City agrees to design the Van Dorn Street Water Main East of 98th Street Project and include that project as a section in the Bid documents, as an alternate bid, for the Van Dorn Street Water Main West of 98th Street Project. Subject to appropriation by the City Council, the City agrees to design and substantially complete the construction of the Van Dorn Street Water Main East of 98th Street by September 1, 2023, or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later. City shall be diligent in taking steps to acquire necessary easements and ROW no later than 60-days after final design of the water main is complete.

1. **Acceleration of Van Dorn Street Water Main East of 98th Street.** Developer and the City acknowledge and agree that development of the Property may require the Van Dorn Street Water Main East of 98th Street to be constructed on an expedited schedule so that it can be completed prior to September 1, 2023, or within six (6) months of City's acquisition of necessary right of way and easements. In order to facilitate this construction, the City agrees that a Developer may assume the obligation to construct the Van Dorn Street Water Main East of 98th Street and may accelerate said construction by providing written notice to the Lincoln Transportation and Utilities Director of Developer's intent to cause the design and construction of the Van Dorn Street Water Main East of 98th Street to be accelerated at its expense subject to the terms and conditions of this Agreement.

- a) **Estimated Costs.** Within thirty (30) days of receipt of the notice from Developer that it intends to accelerate the design and construction of the Van Dorn Street Water Main East of 98th Street, the City shall provide to the Developer the actual lowest responsible bid received, including City engineering costs, for the Van Dorn Street Water Main.
- b) **Escrow.** Should Developer decide to proceed with the accelerated construction of the Van Dorn Street Water Main East of 98th Street, the Developer shall provide the City a bond, escrow, letter of credit, or other form of security approved by the City Attorney ("Escrow") for one hundred percent (100%) of the City's accepted bid cost of the Van Dorn Street Water Main East of 98th Street.
- c) **Design and Bid.** Upon receipt of the Escrow in the amount of 100% of the City's accepted bid cost, the City shall design, or cause to be designed, construct

the Van Dorn Street Water Main, East of 98th Street, as soon as reasonably possible.

d) **Construction and Payment.** Upon acceptance of the lowest responsible bid and approval of the amount of the Escrow, the City shall commence construction of the Van Dorn Street Water Main East of 98th as soon as reasonably possible. Upon receipt of any invoice for the cost of constructing the Van Dorn Street Water Main East of 98th Street, the City will provide a copy of said invoice to the Developer who shall immediately advance funds to the City for the purpose of paying for actual cost of the work described in the invoice.

e) **City Reimbursement.** Subject to appropriation by the City Council, the City shall reimburse the Developer for all funds expended by Developer to pay for construction of the Van Dorn Street Water Main East of 98th Street, from the City's Capital Improvement Program funds otherwise identified for the Van Dorn Street Water Main on or before December 31, 2022.

C. **98th Street.** The City has approved a Capital Improvement Program, which includes the construction of a one-half mile long 16-inch water main along 98th Street at some location between A Street and Van Dorn Street ("98th Street Water Main") in FY2022-2023. Subject to City Council appropriation, City agrees to design and substantially complete the construction of the one-half mile 98th Street Water Main at some location between A Street and Van Dorn Street by September 1, 2023 or within six (6) months of the date City acquires all necessary right-of-way and easements to complete the water main construction, whichever shall occur later.

1. **Acceleration of 98th Street Water Main.** Developer and the City acknowledge and agree that development of the Property may require the one-half mile 16-inch 98th Street Water Main at a location between A Street and Van Dorn Street to be constructed on an expedited schedule so that it can be completed prior to September 1, 2023 or within six (6) months of City's acquisition of necessary right of way and easements. In order to facilitate this construction, the City agrees that a Developer may assume the obligation to construct the 98th Street Water Main and may accelerate said construction by providing written notice to the Lincoln Transportation and Utilities Director of Developer's intent to cause the construction of the one-half mile 16-inch 98th Street Water Main, at a location designated by the City between A Street and Van Dorn Street to be accelerated at its expense subject to the terms and conditions of this Agreement.

- a) **Estimated Costs.** Within thirty (30) days of receipt of the notice from Developer that it intends to accelerate the design and construction of the 98th Street Water Main, the City shall provide to Developer the lowest responsible bid, including City engineering costs, for the 98th Street Water Main.
- b) **Escrow.** Should Developer decide to proceed with the accelerated design and construction of the 98th Street Water Main, the Developer shall provide the City a bond, escrow, letter of credit, or other form of security approved by the City Attorney ("Escrow") for one hundred percent (100%) of the City's actual cost of the 98th Street Water Main.
- c) **Design and Bid.** Upon receipt of the Escrow in the amount of 100% of the City's lowest responsible bid, the City shall design, or cause to be designed, and bid construction of the 98th Street Water Main as soon as reasonably possible. The City shall notify the Developer upon receipt of the actual bids,

and, the amount of the Escrow shall be either increased or decreased to match 100% of the actual lowest responsible bid.

d) **Construction and Payment.** Upon acceptance of the lowest responsible bid and approval of the revised amount of the Escrow, if such a revision is necessary, the City shall commence construction of the 98th Street Water Main, as soon as reasonably possible. Upon receipt of any invoice for the cost of designing and/or constructing the 98th Street Water Main the City will provide a copy of said invoice to the Developer who shall immediately advance funds to the City for the purpose of paying for actual cost of the work described in the invoice.

e) **City Reimbursement.** Subject to appropriation by the City Council, the City shall reimburse the Developer for all funds expended by Developer to pay for construction of the 98th Street Water Main from the City's Capital Improvement Program funds otherwise identified for the 98th Street Water Main no earlier than December 31, 2022.

Internal Water Lines. Additional water lines will be required to serve the Property (Internal Water Lines). Developer shall be responsible, based on the proposed use of the Parcel, for the cost of constructing a typical 6-inch water line located on the Parcel, and the City shall be responsible for all costs attributable to oversizing the water main with pipe, valves, fitting and all other accessories that are larger than 6-inches. If required, the Internal Water Lines shall be publicly bid and awarded as provided by law.

TRAILS AND PARKS

VI.

A. **Trails.** At the time of the applicable final platting, Developer shall dedicate or grant to City, at no cost to the City, the necessary easements for all Trails shown on the CUP. Developer shall perform all incidental grading to accommodate the future trails at no cost to the City. Developer shall present its plans, prior to grading, to City for review and approval. Should the City's approval require any grading beyond incidental grading to accommodate the future trails, the cost of such additional grading shall be paid for by the City. The width of the right-of-way or easement for the Trail will vary depending upon whether the location of the Trail is located within an arterial right-of-way, local street right-of-way or crossing an outlot area. The maximum width of a trail easement crossing an outlot area shall be twenty (20) feet wide. Developer agrees to grade the land within the trail easement to the satisfaction of the City Parks and Recreation Department subject to reimbursement as provided for above.

The City, at its expense, shall design, finish grade and construct the Trail, including any culverts, stream crossings, street crossings, signage and signalization. The City further agrees to consult with the Developer prior to commencing any design, or construction of the Trail to identify and eliminate or reduce, to the extent reasonably feasible, any development problems with the design and timing of said grading or construction. As part of the platting process, the applicable Developers agree to grant the City, at no cost to City, any temporary construction easements on land then owned by Developer and not then under construction needed in order for the City to grade, install culverts and stream crossings and construct the Trail. The City, at its expense, will have maintenance, repair and replacement responsibilities for the Trail. The City agrees that during construction of the Trail, the City shall indemnify, defend, and hold harmless the Developer and its successors and assigns, from and against any and all losses,

damages, claims, costs, expenses, or liabilities, including attorney fees, arising out of the City's negligence or willful misconduct in constructing the Trail.

- B. **Pedestrian Crossing.** Developer agrees to design and construct the pedestrian crossing shown on the CUP traversing the drainage area within the Property. Said pedestrian crossing connects the City trail system to the internal development pedestrian sidewalk system. Following construction of the trail crossing, Developer shall deed the pedestrian crossing to City, at no cost to the City, and City shall be responsible for maintaining the pedestrian crossing and the adjacent pedestrian connection between the pedestrian crossing and public trail. That portion of the trail and Pedestrian Crossing to be maintained by the City is shown on Exhibit C.
- C. **Trails in Sidewalk Space.** With regard to trails in the sidewalk space along 103rd Street within the development, the City shall have the option, at the time of final platting to: 1) pay the Developer the equivalent hard costs for the additional six (6) feet of concrete and the Developer will then construct the ten (10) feet wide trail by adding an additional six (6) feet to the Developer's required sidewalk; or 2) the City may request the Developer pay the City the cost of four (4) feet and the City will build the ten (10) feet wide Trail within six (6) years.
- B. **City Park.** Should the Developer agrees to dedicate and the City accept, as a donation to the City of the 4 +/- acres of real estate within the Property contemplated for use as a neighborhood City park, then the City agrees to construct initial park improvements which may include, but are not limited to, playground, basketball court, or shelter in the park within two years of the transfer to the City. However, City is not obligated to accept any such donation or start Park improvements until at least 300 dwelling units are issued occupancy permits within Fire Ridge. Developer agrees to install permanent and visible above-grade markers clearly identifying the Park boundaries as a part of any donation. Developer agrees to maintain the donated park land for up to two years from the date of its donation at which time City shall assume maintenance

duties for the Park. Developer shall enter a maintenance agreement with the City for maintenance of the parkland for up to two years after the donation. Maintenance shall be performed at no cost to the City.

NOTICE

A. **Notice.** Any notices required to be forwarded to a Party hereto shall be deemed appropriately given or delivered if sent by registered or certified United States Mail, postage prepaid, return receipt requested, addressed or delivered personally as follows:

(1) If to the City:

Mayor
555 South 10th Street
Lincoln, Nebraska 68508

with a copy to:

City Attorney
575 South 10th Street
Lincoln, NE 68508

(2) If to Fire Ridge Development LLC:

with a copy to:

Any Party hereto may change its address for notification purposes by written notice to all Parties hereto in the manner and method set forth within this paragraph.

VI.

MISCELLANEOUS

A. **Release of Platted Lot.** Notwithstanding any contrary provisions herein, any Platted Lot shall automatically be deemed released from all of the terms of this Agreement without further written release. A “Platted Lot” shall mean a lot as defined by the City subdivision ordinances that has been lawfully included within a final plat of the Property, or portion thereof.

B. Condemnation. The City, at its expense, including, but not limited to, acquisition costs, condemnation awards, court costs, expert witness fees, testing fees, interest, and City staff time, shall acquire the remaining balance of any and all right of way and temporary and permanent easements necessary for the design, grading, construction and operation of the Van Dorn Street and 98th Street Improvements and related improvements described in this Agreement. The City is authorized to utilize condemnation, if necessary, to acquire such right of way and temporary and permanent easements.

C. Contribution to Rural Fire Protection District. Fire Ridge understands and acknowledges that the City's annexation of the Property or any portion thereof lying within the boundaries of the Southeast Rural Fire Protection district shall not be complete except upon the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the Property or any portion thereof being annexed.

D. Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein by this reference:

<u>Exhibit "A"</u>	Property Map
<u>Exhibit "B"</u>	Zoning Map
<u>Exhibit "C"</u>	Pedestrian Crossing Exhibit

D. Amendments. This Agreement may only be amended or modified in writing signed by the Parties to this Agreement.

E. Further Assurances. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the Parties shall cooperate in good faith with the other and shall do any and all acts and execute,

acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

F. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

G. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.

H. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

I. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any Party shall be deemed or construed by the City, Developer, or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties other than the contractual relationship stated in this Agreement.

J. **Assignment.** In the case of the assignment of this Agreement by any of the Parties, prompt written notice shall be given to the other Parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other Parties to this Agreement or unless otherwise stated herein.

K. **Default.** In the event the Developer defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the City may take such other remedies, legal or

equitable, which the City may have to enforce this Agreement or to obtain damages for its breach. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the Developer may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

L. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

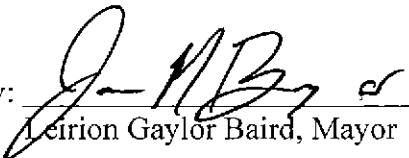
M. Recordation. This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at the City's cost and expense.

N. Cooperation. Whenever a Party's approval or consent shall be required under this Agreement, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. A Party whose approval or consent is requested under the terms of this Agreement shall either provide the approval requested to the requesting party within fourteen (14) days of receiving the request for such approval or consent or notify the requesting Party that the receiving Party is denying such approval or consent within fourteen (14) days of receiving the request. Any refusal must state the reasonable ground for the refusal to grant such approval or consent. Each undersigned Party will whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided.

O. Authority. The City has the authority to engage in the reimbursements to Developer described in this Agreement, and (i) has taken all steps to legally exercise that authority, and (ii) the reimbursements to Developer described in this Agreement will comply with all applicable laws.

“CITY”

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: 
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 4th day of August, 2021, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

(Seal)




Notary Public



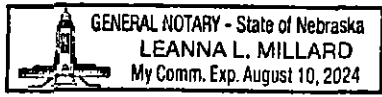
"FIRE RIDGE"

FIRE RIDGE DEVELOPMENT, LLC,
a Nebraska limited liability company

By: William P. Pahlmann
C, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 30 day of June,
2021, by Bill Pahlmann, President of Fire Ridge Development, LLC, a Nebraska
limited liability company, on behalf of the company.



Leanna L. Millard

21R-296

7/19/21 Council Proceedings:

WASHINGTON Move Motion to Delay Action one week to 7/26/21.

Seconded by Raybould and carried by the following votes: AYES: Beckius, Bowers, Meginnis, Raybould, Shobe, Ward, Washington; NAYS: None.