

AGENDA
VALLEY CITY COUNCIL
April 13, 2021 7:00 PM

Anyone desiring to speak on any item on the Agenda is invited to do so, but will be limited to three minutes. After being recognized by the Mayor, please state your name and address for the record. Anyone desiring to speak for a longer period of time should make arrangements with the City Clerk prior to the meeting.

--A copy of the Open Meetings Act is located on the north wall of the Council Chamber--

The Mayor and Council reserve the right to adjourn into executive session on any agenda item per Nebraska Revised Statutes 84-1410.

One copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

1. FINAL PLAT - BLUEWATER REPLAT 12

This hearing is for input and comment on the final plat of Bluewater Replat 12. Being a platting of Lot 248 Bluewater and Lot 1 Bluewater Replat 9, in Douglas County, Nebraska.

1.A. OPEN PUBLIC HEARING / COMMENTS

1.B. CLOSE HEARING

1.C. ADJOURN HEARING

1.D. Resolution 2021-22 to approve the Final Plat of Bluewater Replat 12

2. REVISED PRELIMINARY PLAT OF FALCON BUSINESS PARK

This hearing is for input and comment on the revised preliminary plat of Falcon Business (Lots 1-11)

2.A. OPEN PUBLIC HEARING / COMMENTS

2.B. CLOSE HEARING

2.C. ADJOURN HEARING

2.D. Motion to approve the revised preliminary plat of Falcon Business Park.

3. FINAL PLAT OF FALCON BUSINESS PARK LOTS 1-8

This hearing is for input and comment on the final plat of Falcon Business Park Lots 1-8. Being part of the East Half of Section 25, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska.

3.A. OPEN PUBLIC HEARING / COMMENTS

3.B. CLOSE HEARING

3.C. ADJOURN HEARING

3.D. Resolution 2021-23 to approve the Final Plat of Falcon Business Park Lots 1-8.

3.E. Resolution 2021-24 - Subdivision Agreement with BKM, Land Co., LLC

4. **CONDITIONAL USE PERMIT - LOT 3 FALCON BUSINESS PARK**

This hearing is for input and comment on a Conditional Use Permit for Lot 3 Falcon Business Park - to build and operate a C-Store/Retail Gasoline Business.

4.A. OPEN PUBLIC HEARING / COMMENTS

4.B. CLOSE HEARING

4.C. Resolution 2021-25 to approve the Conditional Use Permit to MKMK, LLC.

4.D. ADJOURN HEARING

RESOLUTION NO. 2021-22

WHEREAS, on March 16, 2021 the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following plat:

BLUEWATER REPLAT 12

Being a platting of Lot 248 Bluewater & Lot 1 Bluewater Replat 9, in Douglas County, Nebraska.

WHEREAS, said Planning Board approved said plat, therefore;

BE IT HEREBY RESOLVED by the Governing Body of the City of Valley, Douglas County, Nebraska, that it hereby approves the final plat of

BLUEWATER REPLAT 12

Being a platting of Lot 248 Bluewater & Lot 1 Bluewater Replat 9, in Douglas County, Nebraska.

A copy of which plat and land surveyor's certificate by William E. Knight, registered land surveyor, showing the plat, map and survey of the lot(s) involved in the said plat is attached hereto and made a part hereof by reference.

DATED this 13th day of April, 2021

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Joan Suhr, City Clerk

RESOLUTION NO. 2021-23

WHEREAS, on March 16, 2021 the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following plat:

FALCON BUSINESS PARK LOTS 1-8

Being part of the East Half of Section 25, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska.

WHEREAS, said Planning Board approved said plat, therefore;

BE IT HEREBY RESOLVED by the Governing Body of the City of Valley, Douglas County, Nebraska, that it hereby approves the final plat of

FALCON BUSINESS PARK LOTS 1-8

Being part of the East Half of Section 25, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska.

A copy of which plat and land surveyor's certificate by Jon Carrel, registered land surveyor, showing the plat, map and survey of the lot(s) involved in the said plat is attached hereto and made a part hereof by reference.

DATED this 13th day of April, 2021

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Joan Suhr, City Clerk

SUBDIVISION AGREEMENT

FALCON BUSINESS PARK

THIS AGREEMENT made and entered this _____ day of April, 2021, by and between **BKM Land Company, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"). **This Subdivision Agreement applies only to the real property located within the city limits of the City of Valley containing approximately 16.824 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lots, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".**

WITNESSETH

WHEREAS, Subdivider is the owner of the Area to be Developed, and intends to develop a commercial subdivision as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Subdivider desires to connect the system of sanitary sewers, water mains, streets, storm sewers and sidewalks to be constructed within the Area to be Developed to the sewers, waters, streets, storm sewers and sidewalks of the City; and

WHEREAS, the City will design, engineer and contract for the construction of certain public improvements to be constructed within the City in the Area to be Developed; and

WHEREAS, Subdivider will design, engineer and contract for the construction of certain public and private improvements to be constructed in the Area to be Developed; and

WHEREAS, the parties wish to set forth the conditions which must be satisfied for the final plat of the Area to be Developed to be signed and filed, and also to set forth certain continuing obligations of the parties after the filing of the Final Plat.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of improvements shall be deemed to include all construction costs, design and engineering fees, testing expenses, legal fees and miscellaneous costs.

SECTION I: PUBLIC INFRASTRUCTURE IMPROVEMENTS

- A. The City will design, engineer, bid, and oversee the construction of the following Public Infrastructure Improvements:

1. **Streets.** In accordance with the City's design standards, paving of all streets within the dedicated right-of-way, per the plat (Exhibit "B"), and the paving of all connecting streets

between the new dedicated right-of-way and existing off-site rights-of-way, and as shown on the Street Paving Plan prepared by the City Engineer, a copy of which is attached hereto as Exhibit C".

2. **Storm Sewers.** In accordance with the City's design standards, the construction of all storm sewers, inlets, manholes, flumes, and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all storm sewers, inlets, manholes, flumes and related appurtenances within the existing off-site rights-of-way and as shown on the public Storm Sewer Layout prepared by the City Engineer, a copy of which is attached hereto as Exhibit "D."
3. **Sanitary Sewer.** In accordance with the City's design standards, the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within the existing off-site rights-of-way, and as shown on the Sanitary Sewer Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "E".
4. **Water.** In accordance with the City's design standards, the construction of all water mains, valves, fire hydrants, and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all water mains, valves, fire

hydrants, and related appurtenances within the existing off-site rights-of-way, and as shown on the Water Main Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "F".

5. **Sidewalks.** In accordance with the City's design standards, the construction of all sidewalks on rights-of-way per the plat (Exhibit "B") in accordance with the City's Sidewalk Layout attached hereto as Exhibit "G".

B. The Subdivider shall contract for the timely and orderly installation of certain Public Infrastructure Improvements as described immediately herein below, provided that the City Engineer shall approve the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private improvements. The Public Infrastructure Improvements shall be timely and orderly installed as follows:

1. **Natural Gas.** Subdivider shall arrange and contract for natural gas distribution mains to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by Black Hills Energy, which plan shall be approved by the City Engineer and the Subdivider.

2. **Street Lighting.** Subdivider shall arrange and contract for street lighting for public streets to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and

the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.

3. **Electricity.** Subdivider shall arrange and contract for underground electrical service distribution mains to be installed within the new dedicated public rights-of-way to serve each of the lots in the Area to be Developed, per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.

4. **Telephone/Cable/Internet.** Subdivider shall arrange and contract for underground telephone, cable, and internet distribution mains to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") and the plan prepared by the prevailing telephone, cable and internet provider within the City, which plan shall be approved by the City Engineer and the Subdivider.

5. **Civil Defense Siren.** If it is determined to be necessary to install a Civil Defense Siren in the Area to Be Developed, Subdivider shall arrange and contract for such installation.

C. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements.

D. The parties agree that the Subdivider shall be responsible for the entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5). Such entire cost shall be

paid by the Subdivider pursuant to the provisions of Section IV herein below and the Agreement for Escrow of Security Fund referenced therein.

- E. The parties agree that the Subdivider shall pay for the entire cost of design, contracting for, and installing of the Public Infrastructure Improvements set out in Section I(B)(1) through (I)(B)(4), including the payment of any connection fees or service charges. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section IV herein below.

- F. Upon completion of the Public Infrastructure Improvements, the City shall provide and pay for the maintenance, repair and/or reconstruction of the Public Infrastructure Improvements except for maintenance and repair which is the responsibility of a public utility other than the City of Valley within the Area to be Developed and except as provided herein below. The repair and maintenance of such Public Infrastructure Improvements by the City shall include, but shall not be limited to, payment of monthly electrical charges for the lighting of public streets, the ordinary and necessary street maintenance and repair, including concrete panel replacement, street sweeping and standard snow removal.

G. Upon completion of the Public Infrastructure Improvements, the Subdivider or the successors in interest to the Subdivider on any lot within the Area to be Developed, shall provide and pay for the maintenance, repair and/or reconstruction of the sidewalks constructed within the new dedicated public rights-of-way upon or adjacent to each respective lot, including the mowing of the dedicated street rights-of-way, in perpetuity. Should the aforementioned sidewalk improvement not be maintained or repaired in accordance with City standards, and only after the expiration of thirty (30) days from the date upon which Subdivider or its successors in interest receives written notice from the City detailing the required maintenance and/or repairs and Subdivider or its successors in interest fails to complete said maintenance and/or repairs specified in the written notice, the City can maintain or repair said sidewalk improvement accordingly and it shall be reimbursed for the cost of any such maintenance or repairs by Subdivider or its successors in interest.

SECTION II: PRIVATE IMPROVEMENTS

A. The Subdivider shall contract for the timely and orderly installation of certain private improvements as described immediately herein below (the "Private Improvements"). The City Engineer shall approve the timeliness and installation of the Private Improvements for the purposes of coordination with the location and construction of Public Infrastructure Improvements. The Private Improvements shall be timely and orderly completed as follows:

1. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading Plan, which plan shall be approved by the City Engineer and the Subdivider.
- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section II(A)(1) immediately hereinabove.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of **Section IV** herein below.

SECTION III: CONTRACTS FOR PUBLIC INFRASTRUCTURE

IMPROVEMENTS AND PUBLIC IMPROVEMENTS

- A. The City, through its Engineers, shall publish a Notice to Contractors to solicit bids for the construction of the public improvements set forth in Section I(A)(1) through Section I(A)(5). After receiving bids, the City will award the contract(s) to the lowest responsible bidder, subject to its right to reject all bids.
- B. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(A)(1) through I(A)(5) shall be in the name of the City.

- C. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(B)(1) through I(B)(5) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer.

- D. The Contract(s) for the construction of the Private Improvements described in Section II(A)(1) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer.

SECTION IV: PAYMENTS

Subdivider covenants and agrees that Subdivider shall pay City the following amounts:

- A. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Falcon Business Park, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of this Subdivision Agreement (the "Initial Review Reimbursements"). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements shall be paid to City prior to the City's approval of the Final Plat for the Falcon Business Park and

shall be subject to the terms and conditions of the Predevelopment Cost Agreement attached hereto as Exhibit "H" and incorporated herein by this reference.

- B. The entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), including all construction costs, design and engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs shall be the responsibility of the Subdivider. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Escrow of Security Fund attached hereto as Exhibit "I" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to the contractors constructing the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), and any required reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Escrow of Security.
- C. In addition to the payments described in Section IV(A) and Section IV(B) hereinabove, Subdivider will reimburse the City in an amount equal to all other actual costs incurred by the City in connection with the review and processing of all other matters related to Falcon Business Park, including but not limited to planning, plat review fees, engineering and inspection fees, legal and other miscellaneous expenses incurred by the City related to the Public Infrastructure Improvements and the Private Improvements. City shall provide Subdivider with an itemized breakdown of such actual

costs, and, if requested, copies of invoices for all fees and costs. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Escrow of Security Fund attached hereto as Exhibit "I" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to be made pursuant to this Section IV(C) shall be made pursuant to the terms of the Agreement for Escrow of Security.

SECTION V: CAPITAL FACILITIES FEES – SEWER AND WATER

A. A Capital Facilities Fee (Sewer) shall be paid to the City as follows:

1. There are to be 8 single commercial/Industrial lots in Falcon Business Park, with a

Capital Facilities Fee (Sewer) of \$3,600.00 per acre, to be paid as follows:

a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer),

in the amount of \$30,283.20, to the City prior to the City signing the Final Plat

for Falcon Business Park. (16.824 acres)

a. With respect to each individual commercial lot, the remaining one-half of the

Capital Facilities Fee (Sewer) shall be paid to the City at the time an application

for a building permit is made for construction upon such lot.

B. A Capital Facilities Fee (Water) shall be paid to the City as follows:

2. There are to be 8 commercial/Industrial lots in Falcon Business Park, with a Capital

Facilities Fee (Water) of \$3,000.00 per acre, to be paid as follows:

- a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water),

in the amount of \$25,236.00, to the City prior to the City signing the Final Plat

for Falcon Business Park. (16.824 acres)
- b. With respect to each individual commercial lot, the remaining one-half of the

Capital Facilities Fee (Water) shall be paid to the City at the time an application

for a building permit is made for construction upon such lot.

SECTION VI: CITY'S TAKEOVER RIGHTS

In the event that Subdivider should abandon the construction of the Public or Private Improvements at any time then City shall have the option of taking over control of the construction of the Improvements in the following manner:

- a. City shall give Subdivider written notice of its intent to take control of the construction of

the Public and Private Improvements.
- b. Subdivider shall have sixty (60) days after receipt of such written notice to commence or

re-commence construction of the Public and Private Improvements.
- c. In the event that Subdivider commences or re-commences construction of the Public and

Private Improvements within such sixty (60) day period, then City's right to take control of

the construction of the Improvements shall terminate, but only with respect to the alleged abandonment set forth in the written notice.

- d. In the event that Subdivider does not commence or re-commence construction of the Public and Private Improvements within such sixty (60) day period, then, on the first business day after the expiration of such sixty (60) day period the City can proceed with the construction of the Public and Private Improvements. All payments to the contractors constructing the Public and Private Improvements, and any reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Escrow of Security.
- e. For the purposes of this Agreement abandonment of construction of the Improvements shall be defined as the failure of Subdivider to diligently pursue construction of the Improvements for a continuous and successive period of one hundred twenty (120) days.

SECTION VII: CITY REGULATIONS

Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

SECTION VIII: NON-DISCRIMINATION

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account

of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION IX: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

The Final Plat shall not be approved or signed until the following has occurred:

1. Execution of the Subdivision Agreement.
2. Execution of the Predevelopment Agreement and payment of all amounts to be paid to the City pursuant to the terms of the Pre-Development Agreement.
3. Execution of the Agreement for Escrow of Security Fund.
4. Subdivider's deposit of the appropriate amount pursuant to the terms of the Agreement for Escrow of Security Fund.
5. Subdivider providing City with a title search from a licensed title insurance agency certifying the ownership of the Area to be Developed and dated within ten days of the satisfaction of all of the conditions set forth in this Section IX.
6. City having satisfied itself, in its sole and absolute discretion, that Falcon Business Park as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.

Provided that the Valley City Council may conditionally approve the Final Plat, subject to the occurrence of all of the above items and events, and upon such occurrence the Final Plat shall be deemed to have been

approved by the Valley City Council on the date of such conditional approval. The Subdivider shall file the Final Plat with the Douglas County Register of Deeds within five (5) business days after receipt of the signed Final Plat from the City, but in no event shall the Final Plat be filed later than one year from the date of the City Council's approval of said Final Plat.

SECTION X: SUBDIVIDER INDEMNITY

The Subdivider agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by Subdivider or Subdivider's employees, agents, contractors, subcontractors or other representatives in relation to the development of the Area to be Developed, except to the extent such injury is caused by the gross negligence or intentional acts of City. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

- A. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity, lawfully on the Area to be Developed which may otherwise arise from, out of, or may be caused

- by Subdivider's breach, default, or failure to perform or properly perform any of Subdivider's obligations required by any warranty, representation, obligation or responsibility arising out of state, federal or local law, or from any provision of this Agreement.
- B. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by Subdivider or Subdivider's employees, agents, contractors, subcontractors and assigns into any wastewater sewer system or storm sewer during the term of this Agreement.
- C. Any injury, loss or damage to any person occurring while said individual is lawfully on any premises within the Area to be Developed.
- D. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way, by Subdivider or Subdivider's respective employees or agents.

SECTION XI: SUBDIVIDER WARRANTY

The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any

fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

SECTION XII: MISCELLANEOUS

- A. No separate administrative entity or joint venture among the parties is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. Subdivider shall provide to City a Corporate Resolution of BKM Land Company, LLC, a Nebraska limited liability company, authorizing and directing a representative of the Company to enter into this Agreement on behalf of the Company.
- D. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".
- F. This Subdivision Agreement shall pertain only to Falcon Business Park. A new Subdivision

Agreement shall be entered into for any and all subsequent phases.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective as of the day and year first above written.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

Attest:

CITY OF VALLEY, NEBRASKA

Date

Date

Attest:

BKM Land Company, LLC
a Nebraska limited liability company

Date

Date

RESOLUTION NO. 2021-24

WHEREAS, the City of Valley, Nebraska, proposes to enter into a Subdivision Agreement with BKM Land Co. LLC (Falcon Business Park) and

WHEREAS, proposed subdivision agreement with BKM Land Co. LLC, (Falcon Business Park) has been submitted, and

WHEREAS, the Valley City Council met in regular session on April 13, 2021, and reviewed said agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Valley City Council authorizes Mayor Cindy Grove to execute the subdivision agreement with BKM Land Co. LLC, (Falcon Business Park) on behalf of the City of Valley, a copy of which is marked "Exhibit A" and attached hereto and made a part hereof by reference.

DATED this 13^h day of April, 2021.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

ATTEST:

Chris TenEyck, Council Member

Joan Suhr, City Clerk

RESOLUTION NO. 2021-25

WHEREAS, The City of Valley, Douglas County, Nebraska proposes to issue a Conditional Use Permit to MKMK, LLC/Mark Lippincott to build/operate a C-Store/Retail Gasoline business on the following described property;

LANDS: LOT 3 FALCON BUSINESS PARK – BEING A PART OF THE EAST HALF OF SCITON 25, TOWNSHIP 16 NORTH, RANGE 9 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

WHEREAS, the application for a Conditional Use Permit was considered by the City of Valley's Planning Commission on March 16, 2021, and the Planning Commission recommended that such permit should be issued, and

WHEREAS, the City Council made certain findings with respect to the proposed conditional use permit, which are set forth in Exhibit "A" attached and incorporated herein by reference and are adopted by the City Council:

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of Valley, Douglas County, Nebraska, hereby authorizes the issuance of a Conditional Use Permit to MKMK, LLC. In the form attached to this Resolution as Exhibit "A", and incorporated herein by this reference, and authorizes Michael Burns, Zoning Administrator, to execute the Conditional Use Permit for and on behalf of the City.

DATED THIS 13th day of April, 2021.

**CITY OF VALLEY, DOUGLAS
COUNTY, NEBRASKA**

Cindy Grove, Mayor

Mike Stanzel, Council President

Bryon Ueckert, Council Member

Linda Lewis, Council Member

Chris TenEyck, Council Member

ATTEST:

Joan Suhr, City Clerk