



Application for Conditional Use Permit

- 1. Applicant's Name Stephen L. Fokken
2. Applicant's Address 111 Groves Road, Lexington, NE 68850
3. Applicant's Telephone Number (605) 695-9328
4. Owner's Name Groves By Riverside, LLC - Stephen Fokken, Member
5. Owner's Address 111 Groves Road, Lexington, NE 68850
6. Owner's Telephone Number (605) 695-9328
7. Purpose of Conditional Use Permit To allow campers on lots 7, 17, 19, 20, or 22
8. Present Zoning A1
9. Within City Limits Within Zoning Jurisdiction X
10. Legal Description 20 9 21 00001817 ALL OF LOT 6 E OF RD & ACC & EXC 20
11. Street Address of Property or Approximate Location 3016 Plum Creek Parkway
12. Site Plan (if applicable)

I/We the undersigned do hereby acknowledge that I/We do fully understand and agree to comply with the provisions and requirements for an application for a special use permit as described above. I/We the undersigned do hereby agree to allow City of Lexington employees or agents working for the City of Lexington, to enter the above referenced property as it pertains to this application.

MAY 22

Signature of Owner

Signature of Applicant

Administrative Use Only
Date Submitted
Filing Fee \$100.00
Cert. Of Ownership
Date Sign Posted
Case Number
Accepted By
Date Advertised
Date of Public Hearing



Riverside Mobile Home Court

Riverside Campground

**PRELIMINARY OPINION OF COST**  
**Riverside Trailer Park**  
**Lexington, Nebraska**  
**M&A Project No. 127-P95-001**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Excavation, site work, entrance road	1	LS	\$ 5,000.00	\$ 5,000.00
2	Service Connection	1	EA	\$ 450.00	\$ 450.00
3	Yard Hydrant	1	EA	\$ 300.00	\$ 300.00
4	Curb Stop w/ Box	1	EA	\$ 450.00	\$ 450.00
5	Service Line	150	LF	\$ 15.00	\$ 2,250.00
6	Backflow Preventer w/Enclosure	1	LS	\$ 2,500.00	\$ 2,500.00
7	RV Dump Station Appurtenances	1	LS	\$ 5,000.00	\$ 5,000.00
8	Holding Tank (3,000-gal)	1	LS	\$ 8,250.00	\$ 8,250.00
	<i>Subtotal Opinion of Probable Construction Cost</i>				<i>\$ 24,200.00</i>
	Contingencies	10	%	\$ 24,200.00	\$ 2,500.00
	<b>Total Opinion of Probable Construction Cost</b>				<b>\$ 26,700.00</b>
	Preliminary & Final Engineering	1	LS	\$ 5,000.00	\$ 5,000.00
	<b>Total Opinion of Probable Project Cost</b>				<b>\$ 31,700.00</b>



# QUOTATION

2202 West Overland Drive  
P.O. Box 209  
Scottsbluff, Ne 69363  
Phone ~ (308) 632-2161  
Fax ~ (308) 632-2771



Attn. Estimator:

Date of Quotation:  
Project: Lexington, NE

Bid Opening:  
Date:  
Time:  
Location:

This quotation is an offer by panhandle Concrete Products, Inc. ("Seller") to sell construction materials, is made subject to all terms and conditions on both sides hereof and, if accepted by the Purchaser specified below in writing within thirty (30) days from date of quotation hereon, shall constitute a binding Contract between Seller and Purchaser upon the terms and conditions contained on both sides hereof.

ITEM NO.	APPROX. UNITS	DESCRIPTION & SPECIFICATIONS	UNIT PRICE	EXTENSION
1	1	3000 Gallon Holding Tank Includes: Tank, Pipe to Tank Gaskets, Lid, Joint Sealant, Ring & Cover	\$7,516.00	each

\*Sales Tax Not Included\*  
\*\*Delivered and Set in Hole by PCP in a PCP accesible Location\*\*

TERMS OF PAYMENT: By the 10th	DELIVERY POINT: F.O.B. Jobsite	DELIVERY DATE: Negotiable
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ACCEPTED this      day of      20      .  
upon the terms and conditions contained on both sides hereof.

Respectfully submitted:  
PANHANDLE CONCRETE PRODUCTS

Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Andy Hayward  
Title: QC/Production Manager

**City of Lexington  
Conditional Use Permit**

**Conditional Use Permit for Campground**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the City of Lexington, a municipal corporation in the County of Dawson, Nebraska (“City”) to, Groves by Riverside LLC (“Owner”), pursuant to the Lexington Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate a campground at 3016 Plum Creek Parkway upon a portion of the following legally described property of land within the City of Lexington zoning jurisdiction:

**Legal Description; followed by Exhibit “A”**

WHEREAS, Owner has applied for a conditional use permit for the purpose of creating a campground in an A1 Agricultural; and

WHEREAS, the Mayor and City Council of the City of Lexington are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area of the property described herein for an consignment/variety retail store, said use hereinafter being referred to as “Permitted Use or Use”.

**Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are nontransferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City or unless exempted herein.
2. In respect to the proposed Use:
  - a. All applicable building, zoning codes must be followed, any State or Federal codes must be met and any licensing must be obtained before issuance of this permit.

**Any special conditions placed on the use by City Council listed.**

3. The applicant’s right to maintain the use as approved pursuant to these provisions shall be based on the following:
  - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
  - b. The use authorized by the conditional use permit must be initiated within twelve (12) months of approval.

- c. All obsolete or unused structures and accessory facilities or materials specifically pertaining to such permitted use shall be removed at owner's expense within twelve (12) months of cessation of the conditional use, if required by the City.
4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as a permitted use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
  - c. Owner's breach of any other terms hereof and his/her failure to correct such breach within ten (10) days of City's giving notice thereof.
5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his/her successors and assigns.

1. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
2. Any notice to be given by City shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

#### **Contact Name and Address:**

**Groves by Riverside LLC  
c/o Sonia Eden  
229 Lakeside Drive  
Grand Island, NE 68801**

**Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LEXINGTON

By \_\_\_\_\_  
John Fagot, Mayor

Attest:

\_\_\_\_\_  
Pam Baruth  
City Clerk

**CONSENT AND AGREEMENT**

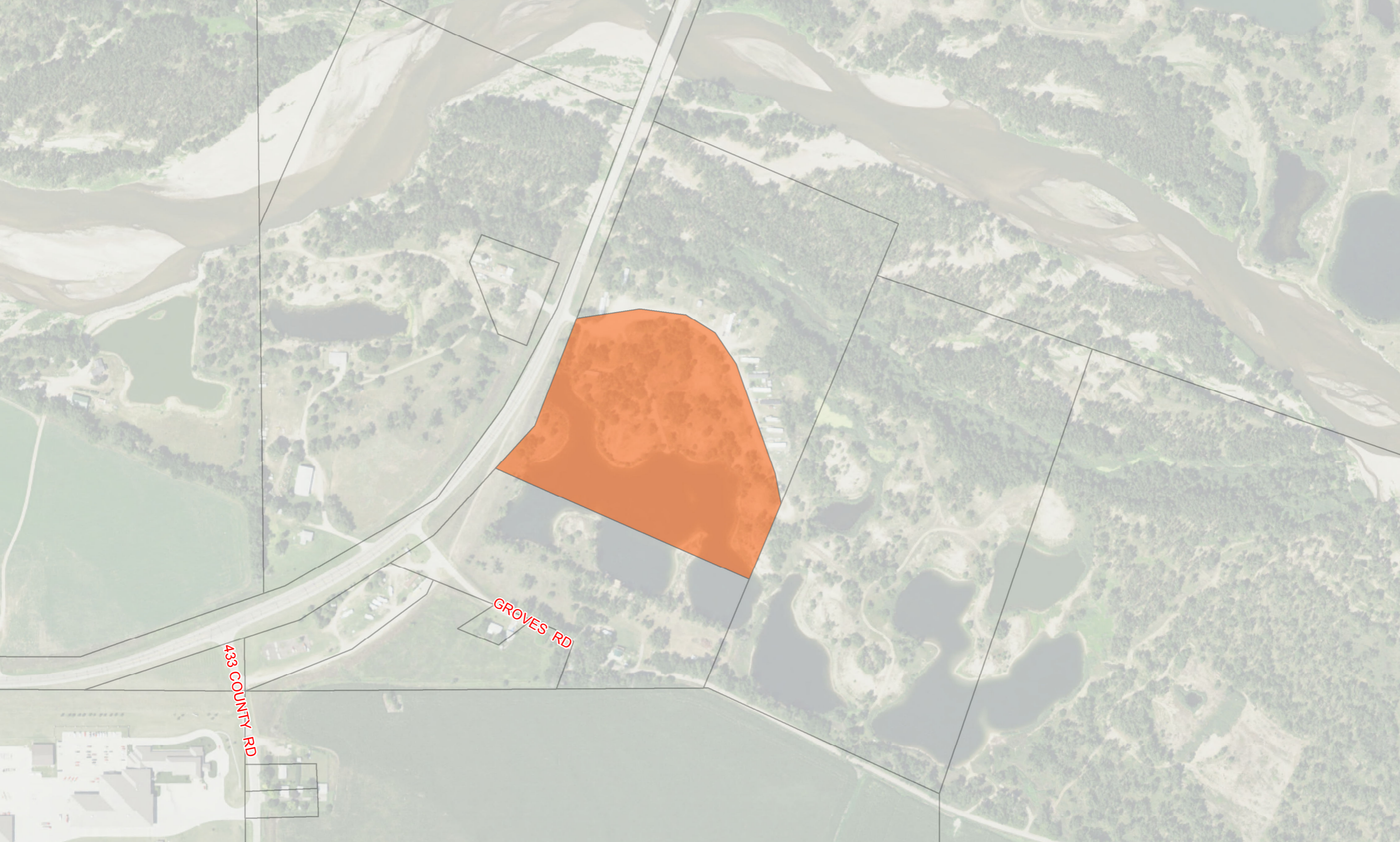
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: \_\_\_\_\_

Title: owner/operator

Date: \_\_\_\_\_



433 COUNTY RD

GROVES RD