

With approval of this item, the Board authorizes the Chancellor to approve any reasonable revisions to the resolutions, agreements, exhibits and maps included here that are subsequently negotiated in good faith between Peru State College and the City of Peru.

The System Office and Peru State College recommend approval of the Utility Easement and Vacating Streets & Alleys for Peru State.

ATTACHMENTS:

- PSC Resolution for Adoption Acquisition of Easement Storm Sewer (PDF)
- PSC EASEMENT DOCUMENT (PDF)
- PSC EASEMENT EXHIBIT v.2 (PDF)
- PSC ORDINANCE VACATING ALLEYS 4TH (REVISED) MRE (PDF)
- PSC Peru Plat - Fourth Street (PDF)
- PSC PLANNING COMMISSION ZONING REQUEST (revised) MRE (PDF)
- PSC CITY COUNCIL ZONING CHANGE REQUEST FOR VARIANCE (REVISED) MRE (PDF)

CITY OF PERU, NEMAHA COUNTY, NEBRASKA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERU, NE, APPROVING AND ADOPTING PERMANENT STORM SEWER EASEMENT BY THE ADOPTION OF THE EASEMENT AGREEMENTS ATTACHED HERETO & INCORPORATED HEREIN THIS RESOLUTION; DECLARING THE SAME FOR THE NECESSARY NEED AND BENEFIT OF THE CITY OF PERU, NE, ITS RESIDENTS & COMMUNITY; PROVIDING AUTHORIZED SIGNERS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO. 2023-__

WHEREAS, Peru State College plans to build a new multi-recreation complex located adjacent to the existing Peru State College football complex, on certain property owned by Peru State College and legally described as follows:

Block 204 and 205 of the original plat of the City of Peru, Nemaha County, Nebraska, including the vacated alleyways within Block 204 and 205, and the vacated portion of 4th Street located within Block 204 and 205 (the “Property”); and

WHEREAS, the City of Peru owns and maintains an existing seventy-two-inch (72”) wide storm sewer pipe on the Property, generally described as running diagonally between Washington Street and the southern boundary line of the Property, near the site of the new multi-recreation complex.

WHEREAS, a twenty-five-foot (25’) Permanent Storm Sewer Easement (12.5’ on each side of the as-constructed centerline of the storm sewer pipe) is necessary for the City of Peru, NE, for purposes of constructing, inspecting, and maintaining or operating the existing storm sewer pipe.

WHEREAS, providing of maintenance to the existing 72” storm sewer pipe as constructed, constitutes a public and community beneficial purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR & CITY COUNCIL OF THE CITY OF PERU, NE, THAT:

SECTION 1. The City Council of Peru, NE, hereby authorizes, adopts, passes, approves, & accepts by the Mayor and City Council of the City of Peru, Nemaha County, Nebraska, that certain Permanent Storm Sewer Easement Agreement to be entered into by and between the City of Peru, NE, and The Board of Trustees of Nebraska State Colleges, also known as the Nebraska State College System, d/b/a Peru State College (the “Easement Agreement”), in the form of Exhibit “A”, attached hereto and incorporated herein by reference, for the easement area as further set forth in the Easement Agreement.

SECTION 2. That all provisions of the ordinances or resolutions, or parts

thereof, of the City of Peru, Nemaha County, Nebraska, in conflict with the provisions of this Resolution shall be, and the same are hereby, repealed, and all other provisions not in direct conflict with the provisions of this Resolution shall remain in full force & effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. The Mayor & City Clerk of the City of Peru, Nemaha County, Nebraska, are authorized to sign and verify the Easement Agreement attached to this Resolution approved and incorporated herein.

SECTION 5. That this Resolution shall take effect upon passage and approval herein.

DULY RESOLVED, PASSED & APPROVED, this ____ day of February, 2023.

David Pease, Mayor of
City of Peru, Nebraska

ATTEST:

David Slater, Clerk for the City
of Peru, Nebraska
(Seal)

Attachment: Exhibit "A" - Permanent Storm Sewer Easement.

Approved as to Form:

/s/ Morgan Ritchie
City Attorney

Prepared by: Ligouri Law Office, P.O. Box 99, Auburn, NE
Upon filing mail to: Ligouri Law Office, Attn: Morgan T. Ritchie

PERMANENT STORM SEWER EASEMENT AGREEMENT

This Permanent Storm Sewer Easement Agreement (this “Easement Agreement”) is made and entered into this ____ day of _____, 2023, between THE BOARD OF TRUSTEES OF NEBRASKA STATE COLLEGES, also known as the NEBRASKA STATE COLLEGE SYSTEM, d/b/a **PERU STATE COLLEGE** (hereinafter “**Grantor**”) in favor of **THE CITY OF PERU, NEBRASKA**, a Nebraska municipal corporation and political subdivision of the State of Nebraska (hereinafter “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in the City of Peru, Nemaha County, Nebraska, as legally described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (“Burdened Parcel”);

WHEREAS, Grantor plans to build a new multi-recreation complex on the Burdened Parcel;

WHEREAS, Grantee owns and maintains an existing seventy-two inch (72”) wide storm sewer pipe located on the Burdened Parcel, generally lying between Washington Street and the southern boundary line of Block 204 and 205;

WHEREAS, Grantee now desires a twenty-five foot (25’) wide permanent non-exclusive easement for the purpose of constructing, inspecting, maintaining, repairing, improving, and operating the existing seventy-two inch (72”) wide storm sewer pipe located on the Burdened Parcel, together with the right of ingress and egress across the Burdened Parcel in order to access and use the twenty-five foot (25’) wide permanent non-exclusive easement, as provided herein; and

WHEREAS, constructing, inspecting, maintaining, repairing, improving, and operating the now existing seventy-two inch (72”) wide storm sewer pipe, constitutes a public and community beneficial purpose for the City of Peru, Nebraska.

NOW, THEREFORE, in consideration of the public and community beneficial purposes stated herein, the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant and confirm unto said Grantee a permanent, non-exclusive twenty-five foot (25’) wide storm sewer easement (12.5’ from the centerline on each side of the current as-constructed location of seventy-two inch (72”) wide storm sewer pipe now located on the Burdened

Parcel) (the “**Storm Sewer Easement**”), as legally described and depicted in **Exhibit “B”**, attached hereto and incorporated herein, for sole purpose of constructing, inspecting, maintaining, repairing, improving, and operating the seventy-two inch (72”) wide storm sewer pipe now located on the Burdened Parcel. Grantee shall have no right to relocate the seventy-two inch (72”) wide storm sewer pipe located on the Burdened Parcel with Grantor’s prior written consent, which may be withheld in Grantor’s sole and absolute discretion.

2. Grantor does hereby grant and confirm unto said Grantee a non-exclusive right of ingress and egress on, over, under, and across the Burdened Parcel (the “**Access Easement**”), as reasonably necessary to access the Storm Sewer Easement for the purpose of exercising Grantee’s rights provided under Section 1 of this Easement Agreement at all times convenient to exercise such rights.

3. Grantee shall at all times be solely responsible, at its expense, for all costs to maintain, operate, repair, and replace all or any part of the seventy-two inch (72”) wide storm sewer pipe and ancillary facilities located on the Burdened Parcel. Grantee shall coordinate with Grantor in advance for any repair and maintenance activities that shall restrict or block vehicular and pedestrian access, ingress, and egress on, over, and across the Burdened Parcel; provided, however, Grantee shall exercise good faith efforts to conduct all repair and maintenance in a manner to eliminate or minimize any such restrictions.

4. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over, or across the Storm Sewer Easement by Grantor without express approval by Grantee, such approval not to be unreasonably withheld, conditioned, or delayed. Improvements which may be approved by Grantee include, but are not limited, to landscaping, roads, streets, parking area surfacing or pavement. Any improvements, including trees, grass, or shrubbery placed on said easement shall be maintained by Grantor. Notwithstanding the foregoing, for the purpose of Grantee’s consent as required under Section 3 of this Easement Agreement, Grantor’s plans to construct a new multi-recreation complex and ancillary improvements and facilities on the Burdened Parcel, including to the extent such improvements are located within the Storm Sewer Easement area, are hereby approved. Furthermore, Grantor hereby reserves unto itself, and to any successor owner of the Burdened Parcel, the right to utilize the Burdened Parcel for such purposes as Grantor sees fit, in its sole discretion.

5. That Grantee will, at Grantee’s sole cost and expense, replace or rebuild any damage to improvements, including, but not limited to landscaping, paved areas, structures, buildings, or any other property whatsoever, caused by or arising from Grantee, or Grantee’s employees, agents, or contractors exercising the rights granted to Grantee pursuant to this Easement Agreement, or resulting from Grantee’s, or its employee’s, agent’s, or contractor’s negligence or willful misconduct.

6. That Grantee shall cause, at Grantee’s sole cost and expense, any disturbance of grade made within the Storm Sewer Easement area, or any other portion of the Burdened Parcel, to be properly refilled and shall cause the Burdened Parcel to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee.

7. Except to the extent caused by the gross negligence or intentional misconduct of Grantor or its agents, employees, or representatives, Grantee shall indemnify and hold Grantor and its officers, directors, employees, and agents harmless from and against any and all claims, actions, damages, liability, or expense (including, without limitation, attorneys’ fees, consultant fees and expert fees, and damages) (collectively, “Claims”) related to the loss of life, personal injury, damages to human health or the environment, and/or damage to property arising from: (a) Grantee’s use of the easements set forth under this Easement Agreement and the construction, repair, maintenance, and operation of the seventy-two inch (72”) wide storm sewer pipe and ancillary facilities located on the

Burdened Parcel, including, without limitation those related to hazardous substances, or other harmful materials in or related to the same; (b) Grantee's breach or default in the performance of any obligation to be performed under this Easement Agreement; or (c) any gross negligence or intentional misconduct of any officer, contractor, agent, or employee of Grantee. The foregoing indemnities shall survive the expiration or earlier termination of this Easement Agreement and the easements granted hereunder with respect to any Claims arising under this Easement Agreement.

8. Grantor represents and warrants that it owns the Burdened Parcel in fee simple, subject to easements, covenants, and restrictions of record, and that it has the authority to enter into this Easement Agreement. The undersigned persons executing this Easement Agreement both represent and certify that they have been fully empowered by proper resolution, statute, and/or state directive to execute and deliver this Easement Agreement on behalf of Grantor and Grantee, as applicable, and that, with respect to Grantor, all necessary actions for granting the easements provided under this Easement Agreement have been completed, as provided in Neb. Rev. Stat. §§ 72-812 thru 72-815. This Easement Agreement shall run with the land and shall be binding upon, and inure to the benefit of the Grantor and Grantee, and their respective successors, assigns, personal representatives, devisees, and heirs.

9. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered, transmitted by facsimile, or transmitted by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

City: City of Peru
Attn: _____
614 5th Street
Peru, NE 68421

College: Nebraska State College System
Attn: General Counsel
1327 H Street, Suite 200
Lincoln, NE 68508

The date of the notice or communication shall be deemed to be the date of receipt of delivered personally, the date of receipt with confirmed answer back if transmitted by electronic mail and received during business hours (or otherwise on the next business day), or the date of the receipt or refusal of delivery if transmitted by mail. Any party may change the address for notice by giving notice to the other party in accordance with this Section.

10. That this Easement Agreement, including all Exhibits attached hereto, contains the entire agreement of the parties; that there are no other agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as are set forth herein. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

11. The law governing this Easement Agreement shall be that of the State of Nebraska.

[Signatures on the following pages.]

GRANTEE:

CITY OF PERU, NEBRASKA, a
municipal corporation and political
subdivision of the State of Nebraska

Dave Pease, Mayor, City of Peru, Nebraska

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____
2023, by Dave Pease, in his capacity as Mayor of CITY OF PERU, NEBRASKA, on behalf of the
City.

Notary Public

Affix seal here

EXHIBIT "A"

LEGAL DESCRIPTION OF BURDENED PARCEL

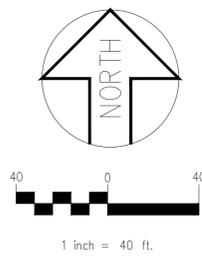
BLOCK 204 AND 205 OF THE ORIGINAL PLAT OF THE CITY OF PERU, NEMAHA COUNTY, NEBRASKA, INCLUDING THE VACATED ALLEYWAYS WITHIN BLOCK 204 AND 205, AND THE VACATED PORTION OF 4th STREET WITHIN BLOCK 204 AND 205

EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF STORM SEWER EASEMENT

[Storm Sewer Easement Exhibit to be attached.]

DOCS/2924679.2



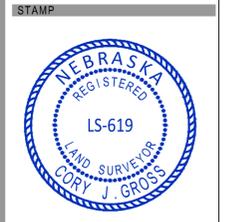
- LEGEND**
- ▲ CONTROL POINT
 - FOUND PROPERTY CORNER
 - ROAD CENTERLINE
 - X-X-X- FENCELINE
 - GUARDRAIL
 - EDGE OF LANDSCAPE
 - TREELINE
 - |||| RAILROAD TRACKS
 - UGE UNDERGROUND ELECTRIC
 - OHE OVERHEAD ELECTRIC
 - COM COMMUNICATION
 - W W WATER
 - GAS GAS
 - ⊗ VALVE
 - ⊗ GAS VALVE
 - ⊗ FIRE HYDRANT
 - ⊗ GAS MANHOLE
 - ⊗ WATER MANHOLE
 - ⊗ COMMUNICATION MANHOLE
 - ⊗ ELECTRIC MANHOLE
 - ⊗ CLEANOUT
 - ⊗ GAS METER
 - ⊗ WATER METER
 - ⊗ COMMUNICATION PEDESTAL
 - ⊗ ELECTRICAL PEDESTAL
 - ⊗ COMMUNICATION VAULT
 - ⊗ ELECTRICAL VAULT
 - ⊗ SPRINKLER VAULT
 - ⊗ UNKNOWN VAULT
 - ⊗ GUY WIRE
 - ⊗ LIGHT
 - ⊗ LIGHT POLE w/ MAST ARM
 - ⊗ POWER POLE w/ LIGHT MAST ARM
 - ⊗ POWER POLE
 - ⊗ SATELLITE DISH
 - ⊗ PULLBOX
 - ⊗ MAILBOX
 - ⊗ SIGN
 - ⊗ SPRINKLER
 - ⊗ POLE/BOLLARD
 - ⊗ TRAFFIC SIGNAL
 - ⊗ TRAFFIC SIGNAL w/ MAST ARM
 - ⊗ TRAFFIC BOX
 - ⊗ WATER SHUTOFF
 - ⊗ MONITORING WELL
 - ⊗ TRANSFORMER
 - ⊗ STUMP
 - ⊗ CONIFEROUS TREE w/ TRUNK DIAMETER
 - ⊗ DECIDUOUS TREE w/ TRUNK DIAMETER
 - ⊗ CONIFEROUS BUSH w/ DIAMETER
 - ⊗ DECIDUOUS BUSH w/ DIAMETER

Consultant

Owner

**PERU STATE COLLEGE
INDOOR RECREATION COMPLEX**

Peru, Nebraska



DRAWING INFO

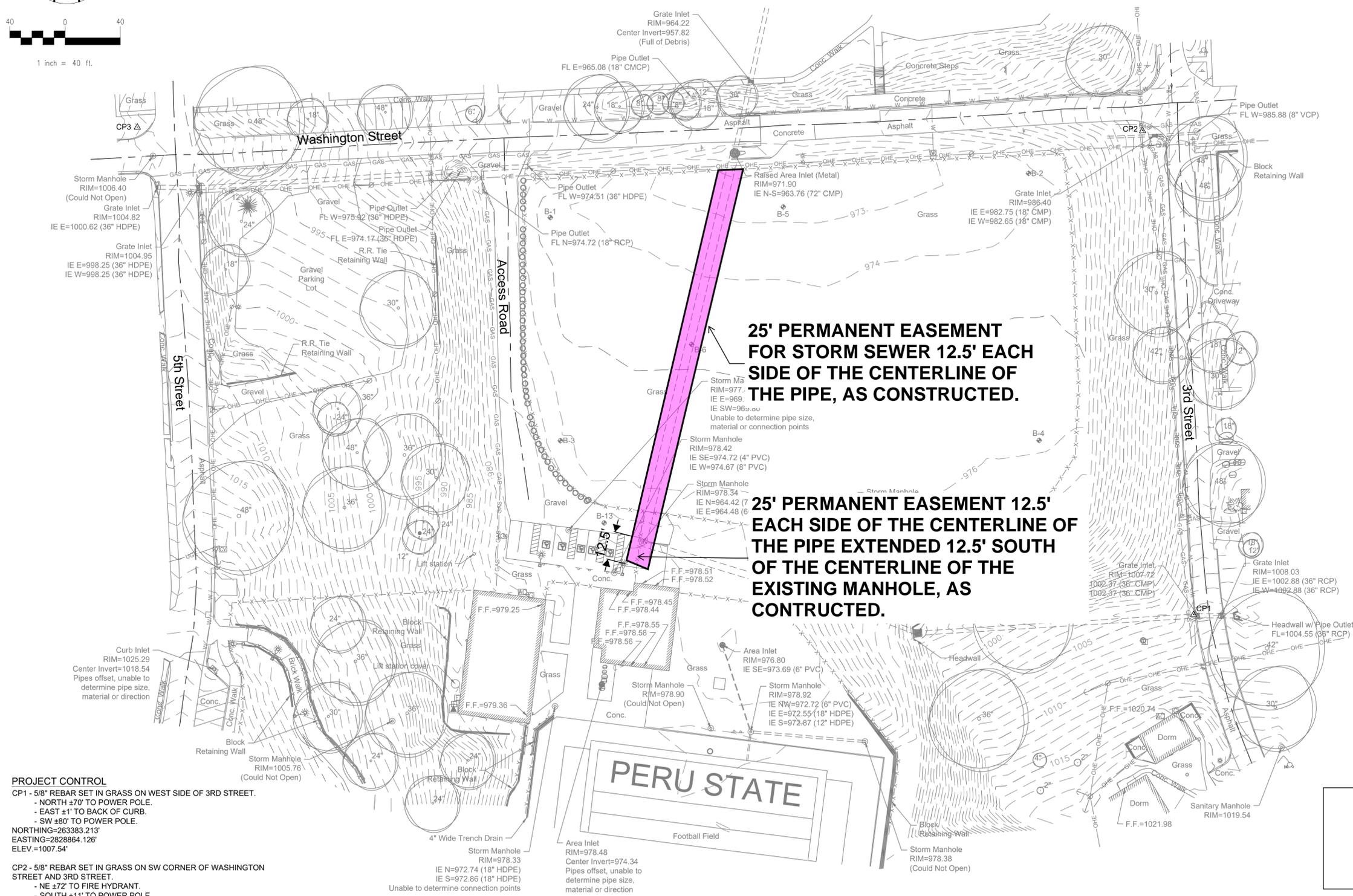
**TOPOGRAPHIC
SURVEY**

PROJECT INFO
PROJECT NO: 22-2305
DATE: 10/14/2022
DESIGNED BY:
DRAWN BY: NAA
CHECKED BY: CJG

REVISION DATE

SHEET
2 of 2

1 inch = 40 ft.



PROJECT CONTROL
CP1 - 5/8" REBAR SET IN GRASS ON WEST SIDE OF 3RD STREET.
- NORTH ±70' TO POWER POLE.
- EAST ±1' TO BACK OF CURB.
- SW ±80' TO POWER POLE.
NORTHING=263383.213'
EASTING=2628864.126'
ELEV.=1007.54'

CP2 - 5/8" REBAR SET IN GRASS ON SW CORNER OF WASHINGTON STREET AND 3RD STREET.
- NE ±72' TO FIRE HYDRANT.
- SOUTH ±11' TO POWER POLE.
- SW ±59' TO CORNER FENCE POST.
NORTHING=263732.598'
EASTING=2628827.289'
ELEV.=986.48'

CP3 - 5/8" REBAR SET IN GRASS ON NW CORNER OF WASHINGTON STREET AND 5TH STREET.
- SE ±23' TO SANITARY MANHOLE.
- SW ±56' TO POWER POLE.
- WEST ±27' TO MANHOLE OF CURB INLET.
NORTHING=263735.112'
EASTING=2628099.744'
ELEV.=1007.20'

UTILITY NOTE
ALL SANITARY AND STORM SEWER PIPE MATERIAL AND SIZE ARE ESTIMATED FROM THE SURFACE OF THE STRUCTURE. ALL PIPE MATERIAL AND SIZE ARE SUBJECT TO VERIFICATION BY THE END USER.

**ATTACHMENT
STORM SEWER
EASEMENT**

UTILITY WARNING:
UNDERGROUND UTILITIES AS SHOWN ARE PER DIGGERS HOTLINE LOCATORS AND AVAILABLE UTILITY COMPANY RECORDS. ADDITIONAL UNDERGROUND UTILITIES MAY BE PRESENT.
RW ENGINEERING & SURVEYING GIVES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THIS UNDERGROUND SITE DATA. RW ENGINEERING & SURVEYING WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES WHICH OCCUR FROM THE USE OF THE INFORMATION PROVIDED.



ORDINANCE NO.2023-_____

OF THE CITY OF PERU, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE AUTHORIZING SUSPENSION OF RULES; VACATING THE PLATTED ALLEYWAYS RUNNING NORTH/SOUTH IN BLOCK 204 AND 205, PERU NEALS ADDITION TO PERU, NEMAHA COUNTY, NEBRASKA; AND VACATING THE PLATTED 4th STREET RUNNING NORTH/SOUTH BETWEEN LOTS 204 AND 205, IN THE PERU NEALS ADDITION TO PERU, NEMAHA COUNTY, NEBRASKA; TO AUTHORIZE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY TO SHOW THE AFOREMENTIONED ALLEYWAYS AND PART OF 4th STREET VACATED; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS THEREOF; AND TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PERU, NEBRASKA;

SECTION 1. The City Council by three-fourths (3/4th) vote of the majority or greater hereby suspends the rules to allow this Ordinance to be read aloud and moved for final passage at the same meeting.

SECTION 2. That the platted alleyways running North/South in Blk 204 and 205, Peru Neals Addition to Peru, Nemaha County, NE, shall be and are hereby vacated, with the title of said vacated property to be transferred to the adjacent landowner(s) pursuant to Neb. Rev. Stat. §17-558(2).

SECTION 3. That 4th Street running North/South between Blk 204 and 205, Peru Neals Addition to Peru, Nemaha County, NE, shall be and is hereby vacated, with the title of said vacated property to be transferred to the adjacent landowner pursuant to Neb. Rev. Stat. §17- 558(2).

SECTION 4. That the adjacent landowner(s) to the platted alleyways running North/South in Blk 204 and 205, Peru Neals Addition to Peru, Nemaha County, NE, and the adjacent landowner(s) to 4th Street running North/South between Blk 204 and 205, Peru Neals Addition to Peru, Nemaha County, NE, shall pay the cost incurred for a new survey and filing fees thereof, pursuant to this request; showing said alley within Blk 204 and 205, Peru Neals Addition to Peru, NE, and portion of 4th Street, in between Block 204 and 205, Peru Neals Addition to Peru, NE, vacated and the title of said property transferred to the adjacent landowner, pursuant to this Ordinance and Neb. Rev. Stat. §17-558(5)(a)&(b).

SECTION 5. The Governing Body hereby finds and determines that vacating the above identified platted alleyways and portion of 4th Street, is beneficial to the public good and in the best interests of the municipality and its residence.

SECTION 6. Pursuant to Neb. Rev. Stat. § 17-558(5)(a)&(b), the City pursuant to this Ordinance perpetually reserves the right to maintain, operate, repair, and renew public utilities existing at the time title to the property is vacated; and, further reserves to the City, any public utilities, any cable television systems, telephone and or fiber optic provider, the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on, or below the surface of the ground that are existing as valid easements at the time title to the property is vacated for

purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times.

SECTION 7. That the City Clerk is hereby authorized to file a certified copy of this Ordinance with the County Clerk, ex-officio Register of Deeds, within 30 days after the effective date of this Ordinance to be indexed against all affected lots.

SECTION 8. That all Ordinances and Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 9. That the official zoning map shall be changed/amended to show the platted alleyway vacated as provided for within this Ordinance.

SECTION 10. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

Passed and approved this 21st day of February 2023, by the following votes.

Cate Wyckoff	Aye: _____	Nay: _____	Absent: _____	Abstain: _____
Spencer Vogt	Aye: _____	Nay: _____	Absent: _____	Abstain: _____
Quentin Kieler	Aye: _____	Nay: _____	Absent: _____	Abstain: _____
Marty Peregoy	Aye: _____	Nay: _____	Absent: _____	Abstain: _____
Dave Pease (Mayor) <i>(on tie breaker)</i>	Aye: _____	Nay: _____	Absent: _____	Abstain: _____

Dave Pease, Mayor of the City
of Peru, Nebraska

ATTEST:

Dave Slater, Municipal Clerk _____
of the City of Peru, Nebraska

(Seal)

Approved as to Form & Legality:

/s/ Morgan Ritchie
City Attorney

(signed and approved on _____)

FOURTH STREET VACATION

MULTI-RECREATION COMPLEX SITE

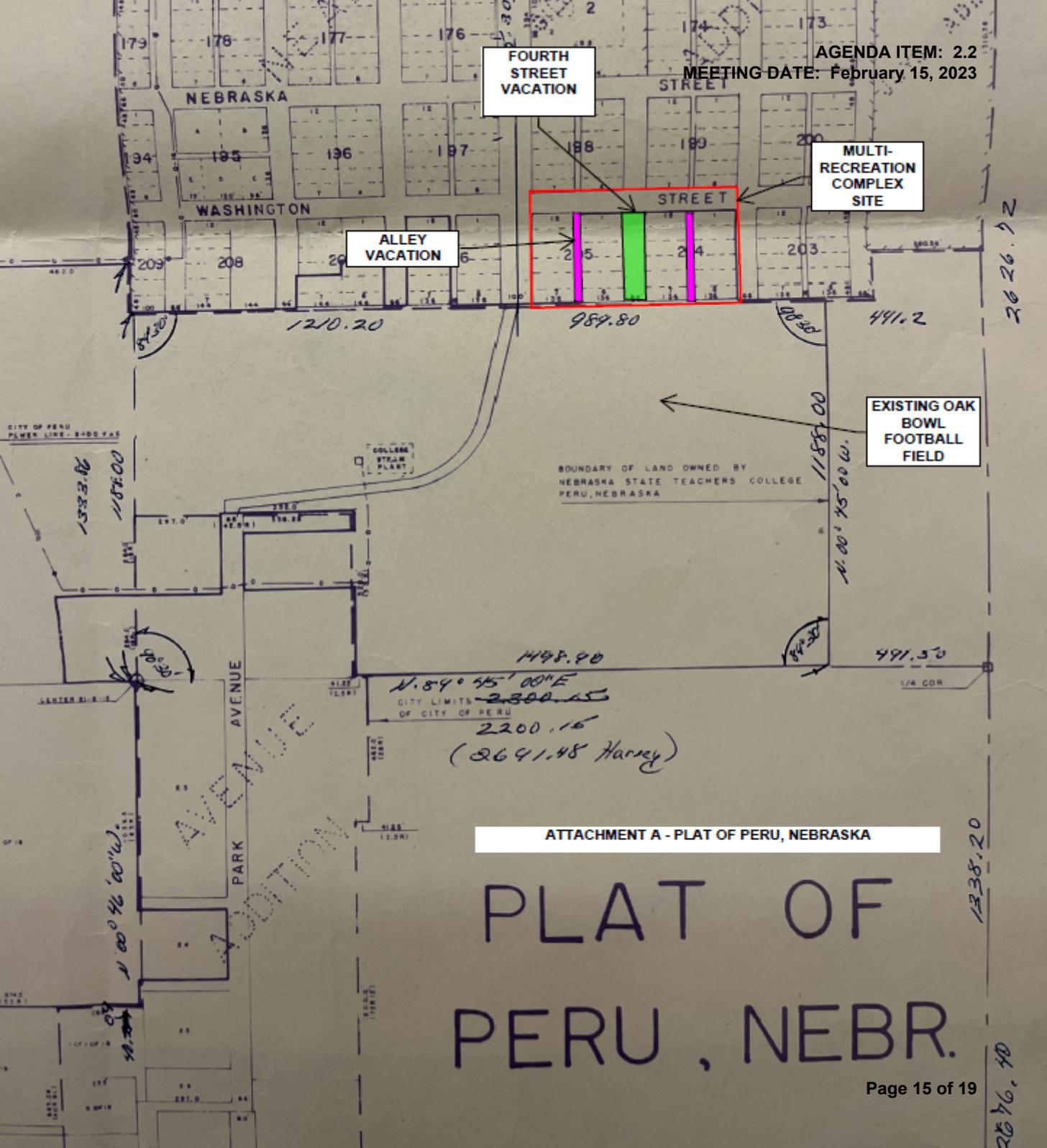
ALLEY VACATION

EXISTING OAK BOWL FOOTBALL FIELD

BOUNDARY OF LAND OWNED BY NEBRASKA STATE TEACHERS COLLEGE PERU, NEBRASKA

ATTACHMENT A - PLAT OF PERU, NEBRASKA

PLAT OF PERU, NEBR.



DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERU, NEBRASKA, FOR A CHANGE OF ZONE FROM RESIDENTIAL (R-1) TO GENERAL COMMERCIAL (GC) AND FOR A VARIANCE TO PERU STATE COLLEGE FOR THE PURPOSE OF CONSTRUCTING A MULT-RECREATION COMPLEX AND ASSEMBY AREA NORTH OF OAK BOWL FOOTBALL FIELD IN THE CITY OF PERU, NEBRASKA

WHEREAS, the City is committed to supporting the continued growth of Peru State College with the City of Peru; and

WHEREAS, a key factor of the project proposed on Block 204 and 205 of the original plat of the City of Peru, and the vacated alleys within Block 204 and 205, and vacated 4th Street, between Third Street and Fifth Street and south of Washington Street, as platted in the City of Peru, as shown on Attachment A attached and incorporated (the “Property”), is to grant a change of zoning from Residential to Commercial zoned land; and

WHEREAS, the new multi-recreation complex, being located on the Property, adjacent to the existing Peru State College football complex and on Peru State College land, will provide additional assembly area for the students and the general public attending sporting events; and

WHEREAS, the new multi-recreation complex, as shown on Attachment B, attached to and incorporated herein, encompasses the following use types: public assembly, commercial recreation (indoor), and commercial recreation (outdoor), all of which are permitted use types in a General Commercial (GC) zoning district under the City of Peru’s Zoning Regulations; and

WHEREAS, Peru State College requests the City of Peru to grant a zoning change on the Property from Residential (R-1) to General Commercial (GC), and approve a variance of the minimum number of parking stalls required in a General Commercial (GC) zoning district from 150 stalls to 135 stalls (Based on seating capacity of 300 people in the facility and 3 people per stall); and

Resolution No. _____
February __, 2023
Page 1

WHEREAS, construction of the complex will mutually benefit the City of Peru and Peru State College.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF PERU, NEBRASKA, HEREBY RESOLVES as follows:

Section 1. The Planning Commission hereby recommends approval of the zoning change on the Property from Residential (R-1) to General Commercial (GC), and to grant to Peru State College the variance of the minimum number of parking stalls required in a General Commercial (GC) zoning district from 150 stalls to 135 stalls, all for the purpose of constructing the multi-recreational complex as shown on Attachment B, attached, and incorporated.

Section 2. The Planning Commission Chairman is authorized to implement such other administrative procedures as may be necessary to conduct the directives of this zoning change.

Section 3. This Resolution will take effect and be in full force upon passage and signatures.

Dated and Signed this ___th day of February 2023.

CITY OF PERU
PLANNING COMMISSION

CHAIRMAN

APPROVED AS TO FORM:

CITY ATTORNEY

DOCS/2923980.2

Resolution No. _____
February __, 2023
Page 2

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERU, NEBRASKA, FOR A CHANGE OF ZONE FROM RESIDENTIAL (R-1) TO GENERAL COMMERCIAL (GC) AND A VARIANCE TO PERU STATE COLLEGE FOR THE PURPOSE OF CONSTRUCTING A MULT-RECREATION COMPLEX AND ASSEMBLY AREA NORTH OF OAK BOWL FOOTBALL FIELD IN THE CITY OF PERU, NEBRASKA

WHEREAS, the City is committed to supporting the continued growth of Peru State College with the City of Peru; and

WHEREAS, a key factor of the project proposed on Block 204 and 205 of the original plat of the City of Peru, and the vacated alleys within Block 204 and 205, and vacated 4th Street, between Third Street and Fifth Street and south of Washington Street, as platted in the City of Peru, as shown on Attachment A attached and incorporated (the "Property"), is to grant a change of zoning from Residential to Commercial zoned land; and

WHEREAS, the new multi-recreation complex, being located on the Property, adjacent to the existing Peru State College football complex and on Peru State College land, will provide additional assembly area for the students and the general public attending sporting events; and

WHEREAS, the new multi-recreation complex, as shown on Attachment B, attached to and incorporated herein, encompasses the following use types: public assembly, commercial recreation (indoor), and commercial recreation (outdoor), all of which are permitted use types in a General Commercial (GC) zoning district under the City of Peru's Zoning Regulations; and

WHEREAS, Peru State College requests the City of Peru to grant a zoning change on the Property, from Residential (R-1) to General Commercial (GC), and approve a variance of the minimum number of parking stalls required in a General Commercial (GC) zoning district from 150 stalls to 135 stalls (based on seating capacity of 300 people in the facility and 3 people per stall); and

Resolution No. _____
February __, 2023
Page 1

WHEREAS, construction of the complex will mutually benefit the City of Peru and Peru State College,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERU, NEBRASKA, HEREBY RESOLVES as follows:

Section 1. The City Council hereby approves the zoning change on the Property from Residential (R-1) to General Commercial (GC), and hereby grants to Peru State College the variance of the minimum number of parking stalls required in a General Commercial (GC) zoning district from 150 stalls to 135 stalls, all for the purpose of constructing the multi-recreational complex as shown on Attachment B, attached, and incorporated.

Section 2. The Mayor is authorized to implement such other administrative procedures as may be necessary to conduct the directives of this zoning change.

Section 3. This Resolution will take effect and be in full force upon passage and signatures.

Dated and signed this _____th day of February 2023.

CITY OF PERU
CITY COUNCIL

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

DOCS/2923977.2

Resolution No. _____
February __, 2023
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