

City of Lexington Conditional Use Permit

Conditional Use Permit for a Mosque

This Conditional Use Permit issued this _____ day of _____, 2016, by the City of Lexington, a municipal corporation in the County of Dawson County, Nebraska (“City”) to the Islamic Center of Lexington, Inc., a Nebraska Non-Profit Corporation (“Owner”), pursuant to the Lexington Zoning Ordinance.

WHEREAS, Owner wishes to develop a mosque upon a tract of land identified on Exhibit “A” attached hereto as the Subject Property, said tract of land commonly known as 401 N Grant, Lexington, NE.

WHEREAS, Owner has applied for a conditional use permit for the purpose of developing said mosque; and

WHEREAS, the Mayor and City Council of the City of Lexington make the following findings of fact in regards to the issuance of a conditional use permit: the location and characteristics of the use will not be detrimental to the health, safety, morals, and general welfare of the area, and such other specific findings as set out in Section 6.08 of the Lexington Zoning Ordinance; 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 designated on the Conditional Use Permit Application for a mosque, said use hereinafter being referred to as “Conditional Use or Use”.

Conditions of Permit

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

1. In respect to the proposed Use:
 - a. The owner will submit any amended floor/site plans for the property deemed appropriate with any other accompanying documentation by March 15, 2016, for a Certificate of Occupancy review per Section 111 of the International Building Code. A temporary Certificate of Occupancy will be issued upon successful application and mutually agreed upon timeline for completion of any required improvements. All applicable local and state building codes must be obeyed.
 - b. Section 7.01.10 of the Zoning Ordinance of the City of Lexington, Nebraska requires the provision of off-street parking for assembly uses (including churches) and allows adjacent on-street parking to be computed in the off-street parking requirement. Based upon the observed square footage of the Owner’s building(s), the City of Lexington will provide an allocation of 67 on-street and off-street public parking spaces within a 300 foot radius of the property to count toward the final off-street parking requirement. The determination of required off-street parking for the Owner’s property will be based upon final site plan and

the assembly occupancy assigned.

- c. The Owner waives any right to a hearing or otherwise the Owner agrees not protest any liquor license application pursuant to the Nebraska Liquor Control Act for adjacent property owners.
 - d. The entire described property shall be used as the Islamic Center of Lexington, Inc. As there are three separate electric utility services to such property, the Owner shall consolidate the metering into a single service.
 - e. The building(s) shall have a main entrance fronting East 4th Street, and have an address assigned as 121 E. 4th Street. The current building entry door on Grant Street shall be designed and operated as an exit door.
 - f. The structure shall not be enlarged, extended, or structurally altered except in accordance to the provisions contained herein.
2. 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 one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval;
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
3. 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 (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) 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.

Revocation of Permit

1. Revocation for Non-Compliance. Revocation shall require that the City notify the Owner of any non-compliance, in writing, and provide the Owner 90 days to correct the issue(s). Failure to comply shall cause a public hearing to be scheduled before the City Council, to review the permit and the approved conditions and the failure to act by the Owner. If the Owner is found to be non-compliant, the City Council shall revoke the permit and the order the use to cease and desist. Failure to follow a cease and desist shall cause action to be filed in the District Court or such other remedies as allowed by Nebraska law.

2. Revocation for Abandonment. Revocation may also occur if the City documents that the use has ceased operations for 12 consecutive months. The City shall notify the Owner in writing and the permit shall be invalid within 30 days of such notice.

Miscellaneous

1. Entire Understanding. This Conditional Use contains the entire agreement of the parties relating to this matter. It supersedes any prior agreements or understandings among them and shall not be modified or altered or amended in any manner except in writing and signed by both parties
2. Binding. This Conditional Use, and all conditions stated herein, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.
3. Waiver. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
4. Indemnification. 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.
5. Severability. 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.
6. Reservation. Owner reserves the right to file an application for amendment to this Permit.
7. Notice. 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:

Islamic Center of Lexington, Inc.
P.O. Box 151
Lexington, NE 68850

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.

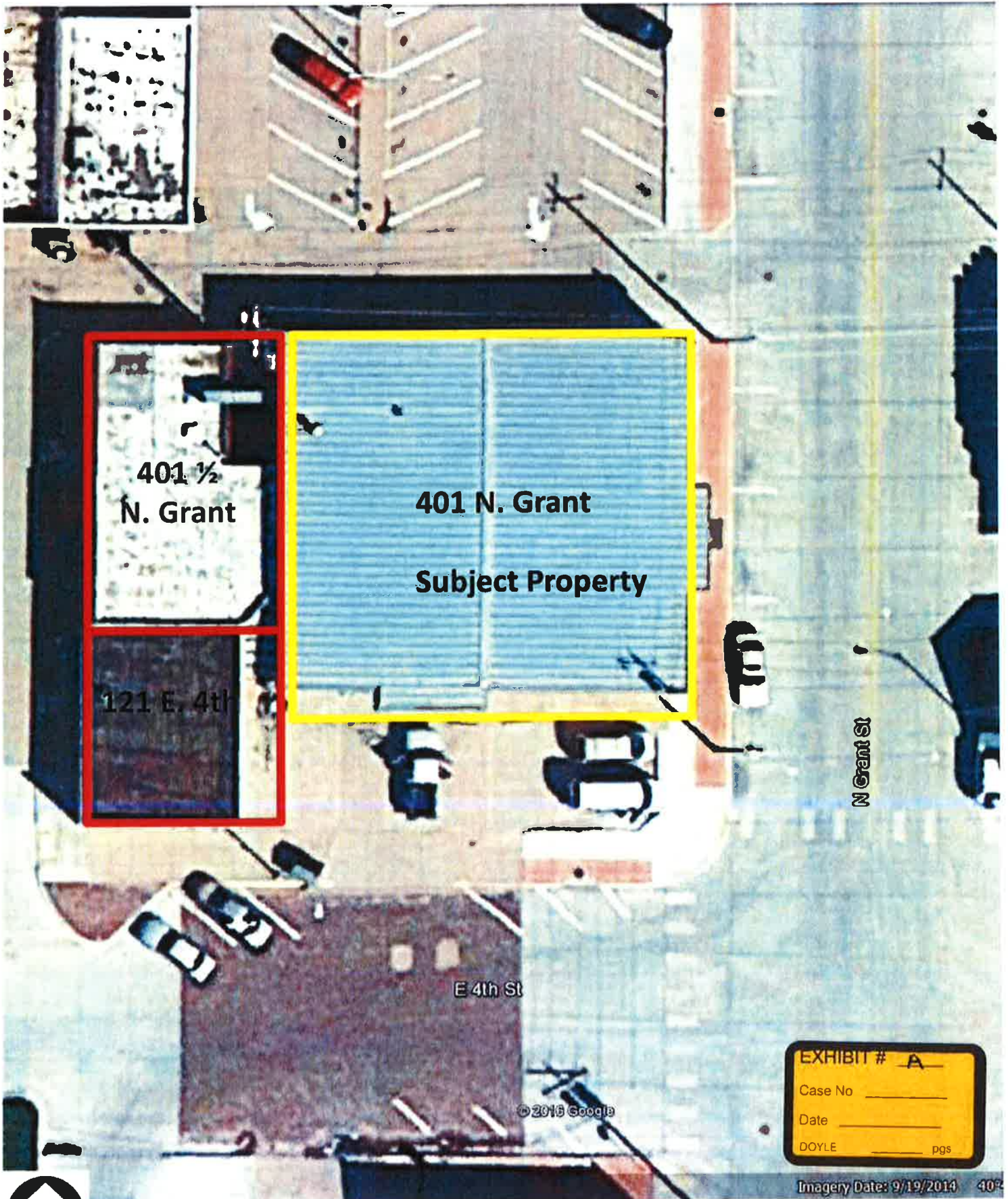
Owner:

By: _____

Title: _____

Date: _____

Informal Property Description



401 1/2
N. Grant

401 N. Grant
Subject Property

121 E. 4th

E 4th St

N Grant St

EXHIBIT # A
Case No _____
Date _____
DOYLE _____ pgs

Imagery Date: 9/19/2014 40°

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