

AGENDA ITEM 4A

**Public Hearing for Home Occupation Conditional
Use Permit - Puppyland, LLC**



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: PCUP-18-0002

For Hearing of: June 21, 2018
Report Prepared on: June 12, 2018

I. GENERAL INFORMATION

- A. APPLICANT:** Puppyland, LLC
- B. PROPERTY OWNER:** Joe Sjoberg
- C. LOCATION:** 7505 Thorn Apple Lane
- D. LEGAL DESCRIPTION:** Lot 50, S&S'S Harvest Hill

E. REQUESTED ACTION(S):

Approval of Condition Use Permit to allow Home Occupation-Dog Daycare/Training

- F. EXISTING ZONING AND LAND USE:**
R-1, Single-Family Residential

- G. PROPOSED USES:** Applicant proposes to run a dog daycare/dog training business, that specializes in service dogs, from her home.

- H. SIZE OF SITE:** .25 Acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:**
Single-family residence on a generally regular lot within a single-family residential subdivision. Land is relatively flat with a gradual downward slope to the south.

- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** Single-Family Residential-R-1
 2. **West:** Single-Family Residential-R-1
 3. **South:** Single-Family Residential-R-1
 4. **East:** Single-Family Residential-R-1

- C. RELEVANT CASE HISTORY:** N/A

- D. APPLICABLE REGULATIONS:**
 1. Section 5.06: R-1 Single-Family Residential

2. Article 6- Conditional Use Permits

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property as residential.
- B. OTHER PLANS:** N/A
- C. TRAFFIC AND ACCESS:**
 - 1. The property has access to Thorn Apple Lane through the Western edge of the property.
- E. UTILITIES:** All utilities are available to the site.

IV. REVIEW COMMENTS:

- 1. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit "A") and staff report. Any change in the operational characteristics including, but not limited to, expansion of the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
- 2. Permitted use will utilize the entire home, including the basement, garage, patio, and backyard. Use will consist of equipment and supplies commonly associated with dog training, including portable dog carrier/kennel.
- 3. Hours of operation for use will be from 7:00 a.m. to 6:00 p.m. Sunday through Saturday.
- 4. The client's dog(s) shall not be kenneled outside.
- 5. The home occupation (dog daycare/dog training) shall operate by appointment only.
- 6. The maximum number of dogs placed in the home per day shall be limited to six (6).
- 7. There shall be no employees beyond the owner of the business.
- 8. Fires escapes (front door, egress window and through garage) shall be designated.
- 9. Waste materials shall be stored in proper containers. A container shall be located within the building for dog waste and properly labeled. Such waste shall be properly disposed of according to law.
- 10. Client parking shall consist of owner's driveway (off-street parking) only to avoid parking impact on neighbors.

V. STAFF RECOMMENDATION:

Staff recommends the approval of the Condition Use Permit for Puppyland, LLC as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Statement of Use and Site Plan
3. Draft of Conditional Use Permit

VIII. COPIES OF REPORT TO:

1. Puppyland, LLC
2. Joe Sjoberg, Property Owner
3. Public Upon Request



Prepared by: _____

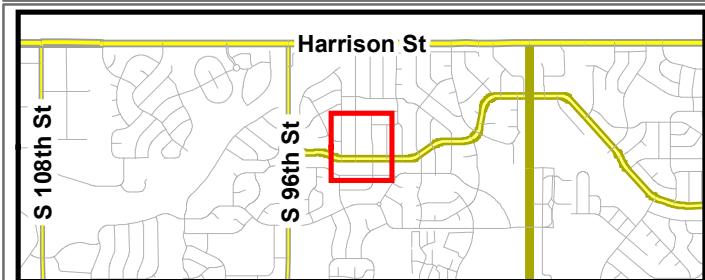
Community Development Director

Date



0 100 200 400
Feet

Project Vicinity Map



Puppyland, LLC Home Occupation CUP

6-11-18
JMC



PUPPLAND!

RE: Caring for dogs of service (Service Dogs, Emotional Support Dogs, Therapy Dogs) and dogs in training in our home (David and Cyndi Bates) at 7505 Thorn Apple Lane

First, I will give you my background history which brought me here to Omaha. My entire adult life I have been serving communities for the greater good.

- 1992-2008: Law Enforcement-Patrol, DARE & SOR Officer in Missouri. I became a sponsor/participant for Back Stoppers-Guns n Hoses (Boxing). During which I began to train, foster, and find forever homes for pups & kitties as a hobby.
- In 2008, I retired from law enforcement to further my endeavors with dual careers in fitness-boxing and pup care giving.
- I became involved with TDI (Therapy Dog International)-therapy dogs and basic dog training.
- 2011-My husband, David relocated from St. Louis, MO to Omaha with the Union Pacific Rail Road. I remained at our primary home located in St. Louis/Poplar Bluff, MO.
- 2013-I started to commute to Omaha from St. Louis/Poplar Bluff. I began to transport dogs to their forever homes on my route.
- 2014-David was diagnosed with cancer. Due to David's condition he needed a "Service Dog". I furthered my dog training skills to basic-advanced obedience dog training and "Service Dog" training including "Companion" and "Therapy Dog" training.
- 2015-My mother was diagnosed with cancer and 2017-diabetes. Therefore, my mother needed a "Service Dog" to help her with her daily needs.
- 2018-Currently I am on a regular basis commuting to St. Louis/Poplar Bluff, MO. I train "Service/Companion/Therapy Dogs" in Nebraska, Missouri, Illinois, Arkansas, Florida, and Texas.

When I am here in LaVista, NE, I volunteer with veterans and people in need of well-mannered dogs and dogs of service. In addition, I cater to a limited clientele as a doggy walker, doggy daycare, and doggy vacay. I provide exceptional care for "special need" dogs from puppy to senior, including dogs of service. I keep the dogs on their training program and work on any new "task" that is needed for my client's disability. I help dogs with different anxieties such as separation, thunderstorms, fireworks, etc. I transport my clients' dog to and from the vet while they are at work. I rehabilitate dogs that have behavioral and physical challenges. I volunteer my time with several relief & rescue and animal shelters in the area. I help them with "special need" dogs so they will be ready for adoption.

Example:

One of my neighbor client's adopted a 3 legged pup that had behavioral challenges with human and animal distractions. He works as a teacher at a nearby Indian Reservation. His ultimate dream was to have a therapy dog at the school to be there for the children in need. I worked with his pup and in a short amount of time the pup passed his CGC/Therapy Dog Certification. My clients dream came true!

I provide a clean structured in-home environment so the dogs will have a successful transition from here to home. My mission is to keep the dogs balanced and stress free. I require the following from all pups:

- Must be spay/neutered
- Crate trained
- Up to date on vaccines: Rabies, DHLP, Bordella, Flea/tick/worm preventative

I offer:

- Full time care
- Personal one on one
- Quiet environment
- Structured social time
- Desensitizing-social events, public places, parks, etc.
- Exercise conditioning program including treadmill

The majority of the dogs for walking/doggy daycare/doggy vacay clientele are neighbors and/or within our community. Also the majority of the dogs visiting are dogs of service or in training to be dogs of service.

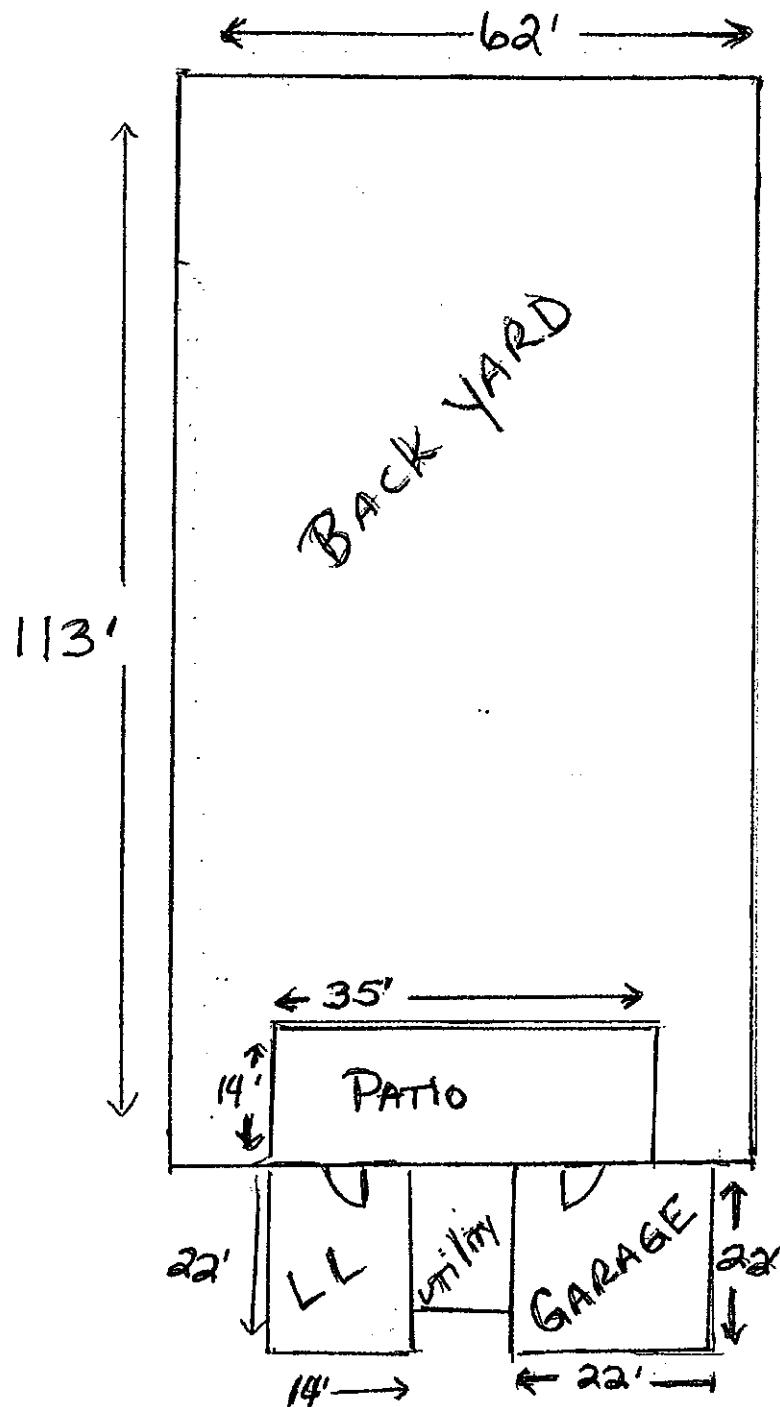
Hours of Operation:

I am here in Nebraska approximately (6) months out of the year (not consecutive). Therefore, my business is part time in Nebraska.

Generally, if I'm not transporting the dogs then my limited clientele drops off and/or pick up their pups for walking/doggy daycare between the hours of 7am-9am and 4pm-6pm on Tuesday/Wednesday/Thursday (Monday/Friday/Saturday/Sunday I rarely have any doggy daycare). Maximum dogs for doggy daycare is and average under (4) four.

If I have a dog that stays overnight then the client drops off/picks up during reasonable hours of the day. Overnight dog guests are an average of (1) one a week. Over the holidays is an average of under (4) four.

After the pups are dropped off, I spend most of my day out within the community with the dogs.



NOT TO SCALE

DIMENSIONS ARE
APPROXIMATE

AREAS OF HOME THAT WILL BE USED.

7505 THORN APPLE LANE

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for Home Occupation (Puppyland, LLC)

This Conditional Use Permit issued this _____ day of _____, 2018, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, Puppyland, LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate a home occupation (dog daycare, dog training) in a single-family dwelling at 7505 Thorn Apple Lane upon the following legally described property of land within the City of La Vista zoning jurisdiction:

Lot 50, S & S'S Harvest Hill, located in the NW ¼ Section 15, Township 14 North, Range 12 East of the 6th P.M. Sarpy County.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a home occupation (dog daycare, dog training); and

WHEREAS, the Mayor and City Council of the City of La Vista 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 a home occupation (dog daycare, dog training), 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 transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. The use shall be limited to the type of operation as described in the applicant's Operational Statement (Exhibit “A”) and staff report. Any change in the operational characteristics including, but not limited to, expansion of the hours of operation and additional services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to either City Planner or Planning Commission and City Council approval, depending on the nature of the proposed change.
 - b. Permitted use will utilize the entire home, including the basement, garage, patio, and backyard. Use will consist of equipment and supplies commonly associated with dog training, including portable dog carrier/kennel.
 - c. Hours of operation for use will be from 7:00 a.m. to 6:00 p.m. Sunday through Saturday, except for overnight stays.
 - d. The client's dog(s) shall not be kenneled outside.
 - e. The home occupation (dog daycare/dog training/overnight stays) shall operate by appointment only.
 - f. The maximum number of dogs placed in the home per day shall be limited to six (6).
 - g. There shall be no employees.

- h. Fires escapes (front door, egress window and through garage) shall be designated.
- i. There shall be no storage, placement or display of goods or supplies outside described areas relating to permitted use.
- j. Waste materials shall be stored in proper containers. A container shall be located within the building for dog waste and properly labeled. Such waste shall be properly disposed of according to law.
- k. Client parking shall consist of owner's driveway (off-street parking) only to avoid parking impact on neighbors.
- l. The home occupation shall not generate any noise, odor, dust, vibrations, fumes, smoke, glare, or electrical or electronic interference with the residential use of neighboring properties.
- m. The use shall comply with all applicable sign regulations.
- n. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Building Inspector.
- o. Owner shall comply (and shall ensure that all, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- p. 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.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual renewal of a home occupation license and 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 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. If the permitted use is not commenced within one (1) year from _____, 2018, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. 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.

7. 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. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach, and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. 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.
3. Any notice to be given by City hereunder 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: Puppyland, LLC
Cyndi Bates
7505 Thorn Apple Lane
La Vista, NE 68128

Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe
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: _____

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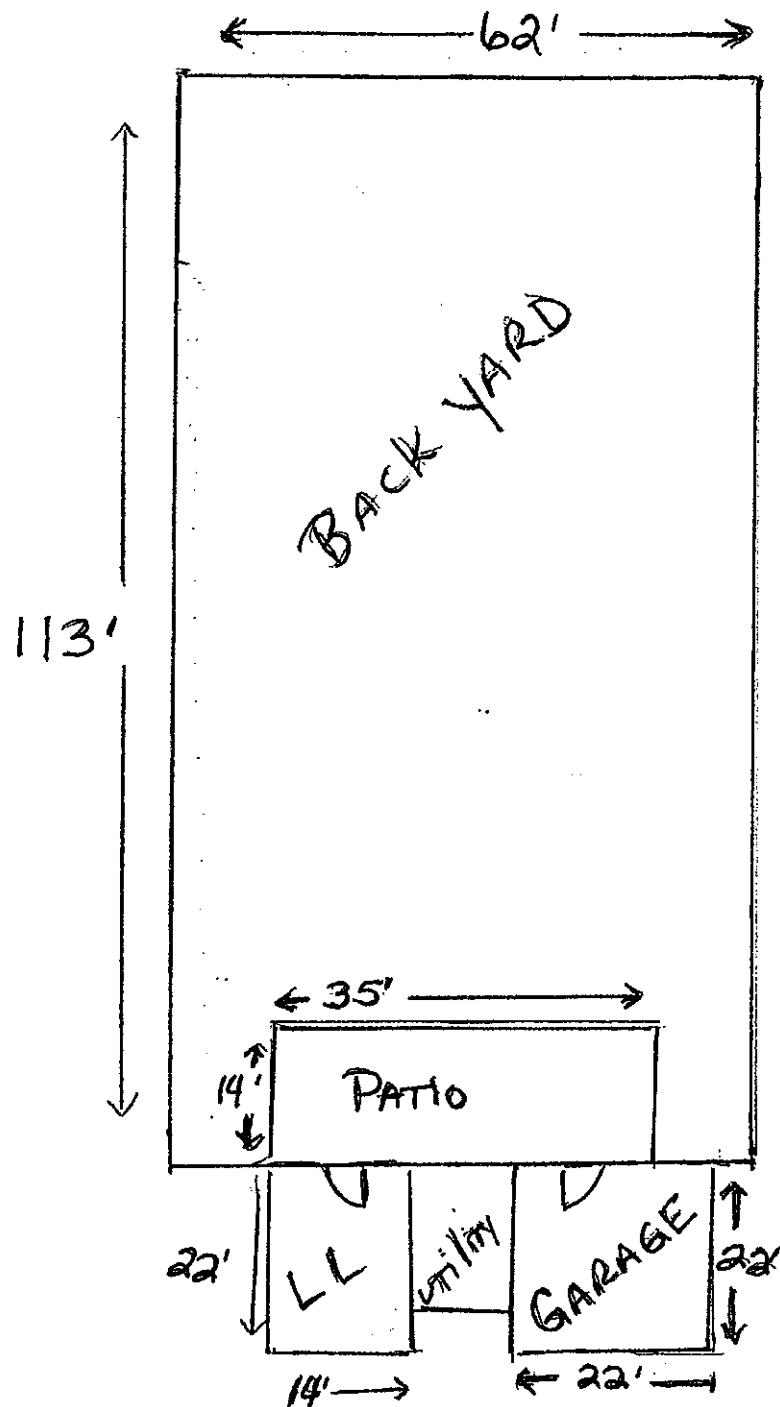
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