



CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBER: 2014-CUP-08

FOR HEARING OF: January 15, 2015

Report Prepared on January 9, 2015

I. GENERAL INFORMATION

- A. APPLICANT:** Pinpoint Communications
- B. PROPERTY OWNER:** Giles Road 2 LLC
- C. LOCATION:** 10711 Chandler Road
- D. LEGAL DESCRIPTION:** Lot 1 Val Vista Replat Three
- E. REQUESTED ACTION(S):** Conditional Use Permit
- F. EXISTING ZONING AND LAND USE:**
I-1 Light Industrial; the property is currently vacant.
- G. PROPOSED USES:** The Conditional Use Permit would allow for a Telecommunication Facility consisting of a 240 sq.ft. shelter, generator pad, antenna pad, and a 13.1 meter satellite antenna.
- H. SIZE OF SITE:** 2.05 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** Vacant
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. North:** Val Vista; I-1 Light Industrial
 - 2. East:** Val Vista; I-1 Light Industrial
 - 3. South:** Brentwood Park Apartments; R-3 Multi-Family Residential
 - 4. West:** Brook Valley Business Park; I-2 Heavy Industrial
- C. RELEVANT CASE HISTORY:** N/A

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.

- B. OTHER PLANS: N/A**
- C. TRAFFIC AND ACCESS:**
 - 1. Access will be from proposed egress / ingress to Chandler Road.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:** The proposed use does not require parking.
- F. LANDSCAPING:** Development of this lot will need to be landscaped according to Section 7.17 of the La Vista Zoning Ordinance

IV. REVIEW COMMENTS:

- 1. Although there is clearly room for additional development to occur on this lot, the applicant has stated they do not have any plans for additional development at this time. However if there are future uses on the property, the proposed drive should be utilized and should not be allowed as a separate driveway onto Chandler for such a low volume use.
- 2. The permitted structure will need to be landscaped according to Section 7.17 of the La Vista Zoning Ordinance.
- 3. If the proposed construction will result in more than 5,000 square feet of impervious area, a Post Construction Storm Water Management Plan will be required. This comment is not specific to the requested CUP, but is something the applicant should take into consideration.
- 4. Any structure over 80 square feet will require a building permit. Permits will also need to be obtained for any fencing installed. As in #3 above, this comment is not specific to the requested CUP, but is something the applicant should take into consideration.
- 5. The overall height of the dish will be fifty (50) feet and the equipment and storage building will be 240 square feet in size.
- 6. Attached as Exhibit "B" is a technical response from the engineer engaged by Pinpoint reflecting that the proposed satellite dish cannot be installed or collocated on another tower or useable antenna support structure, as required by Section 7.11.04.04 of the Zoning Ordinance.
- 7. Also attached as Exhibit "B" is a technical response from the engineer engaged by Pinpoint reflecting that the proposed satellite dish will meet the established Building code, and all other applicable construction standards set forth by the City

Council and federal , state and ANSI standards, as required by Section 7.11.04.05 of the Zoning Ordinance.

8. The proposed dish will be a neutral color, specifically light brown, that will blend with the surrounding dominant color in order to camouflage the proposed dish as much as possible, as required by Section 7.11.15.05.

V. STAFF RECOMMENDATION:

Approval on condition that the above concerns are satisfactorily addressed prior to review by the City Council.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Draft Conditional Use Permit

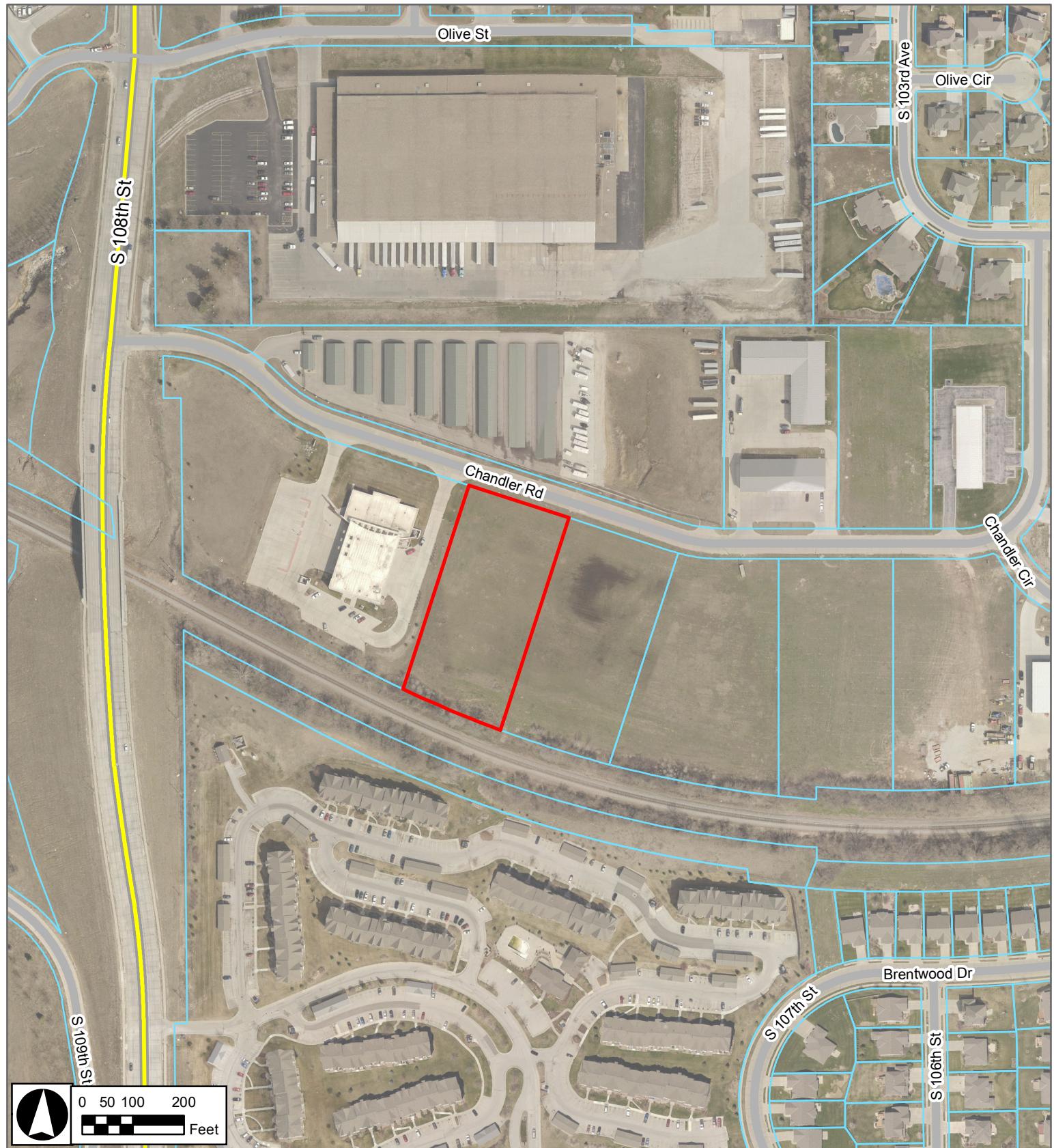
VII. COPIES OF REPORT TO:

1. Chris Karn, Pinpoint Communications, Inc, Applicant
2. Giles Road 2 LLC, Owner
3. Denny Templeton, Pinpoint Communications, Inc
4. Public Upon Request

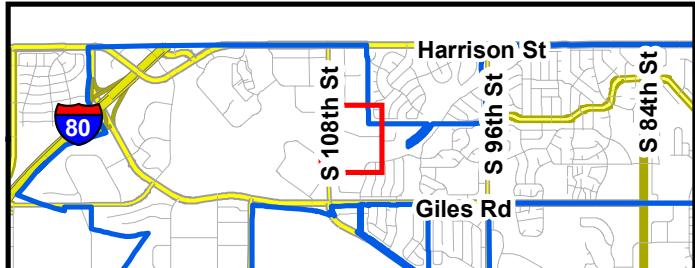
Prepared by:

Community Development Director

Date



Project Vicinity Map



Pinpoint Communications

01-06-2015

CSB



CITY OF LA VISTA
CONDITIONAL USE PERMIT

This Conditional Use Permit is issued this ____ day of _____, 2015 by the City of La Vista, a municipal corporation in the county of Sarpy County, Nebraska (“City”) to Pinpoint Communications Inc. (Pinpoint Communications), and Giles Road 2 LLC, pursuant to the La Vista Zoning Ordinance.

WHEREAS, Pinpoint Communications has applied for a tower development permit for the purpose of constructing the hereinafter described telecommunication facility and improvements (Permitted Structure), identified on Exhibit “A” and incorporated herein by this reference and upon a tract of land within the zoning jurisdiction of the City, same being:

Lot 1 Val Vista Replat Three in Section 16, T-14-N, R-12-E of the 6th P.M., Sarpy County, Nebraska, generally located east of 108th Street and Chandler Road
(hereinafter referred to as the “Premises”);

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof and guarantees hereby required, this Tower Development Permit is issued to operate a communications tower according to the La Vista Zoning Ordinance and the conditions identified hereafter:

Conditions of Permit

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

1. The communication facility shall not exceed 50 feet in height.
2. The equipment and storage building shall not exceed 240 square feet.
3. An eight (8) foot high chain link security fence shall be installed as shown on the Site Plan (attached hereto as “Exhibit A” and incorporated herein by this reference).
4. The permitted structure shall be landscaped according Section 7.17 of the La Vista Zoning Ordinance.
5. Information (attached hereto as Exhibit “B” and incorporated herein by this reference) attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicants telecommunications facilities on a tower or useable antenna support or written technical evidence from an engineer that the applicants telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure.
6. Written technical evidence from an engineer (attached hereto as Exhibit “B” and incorporated herein by this reference) that the Permitted Structure will meet the established Building Code, and all other applicable construction standards set forth by the City Council and federal, state and ANSI standards.

7. Proof of approval of the Permitted Structure by the Federal Aviation Administration and any other federal or state agencies having jurisdiction thereover, for the use thereof, or the airspace effected thereby prior to issuance of a building permit.

8. The Permitted Structure shall not be artificially lighted except as required by the Federal Aviation Administration (FAA). In such case the Permitted Structure is required to be lighted, said Permitted Structure shall be equipped with dual mode lighting.

9. No portion of the Permitted Structure shall be constructed within 30 feet of the property line. Such Permitted Structure shall be located according to the Site Plan on the sheet labeled "Site Plan" stamped received by City on January 7, 2015 (attached hereto as Exhibit "A" and incorporated herein by this reference).

10. The rights granted by this permit are transferable, however, 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), except that co-location of communication equipment without increase area or height of structure(s) may be allowed by issuance of a building permit.

11. Pinpoint Communications must maintain and annually (based on issued date of permit) provide to City continuing evidence of Comprehensive Liability Insurance insuring against bodily injury or property damage sustained by any person on account of the erection, existence, maintenance, use, collapse or raising of the Permitted Structure of limits of not less than the following:

| | |
|--------------------|----------------------------|
| a. Bodily injury | \$1,000,000 per person |
| | \$3,000,000 per occurrence |
| b. Property damage | \$100,000 |

Pinpoint Communications shall cause City to be named as a named insured on said policy or policies and shall continually maintain on file with City certificate of insurance or original policy in form satisfactory to City, and with the provision that in the event of cancellation or non-renewal of coverage, the insurer will give City advance written notice. The insurance required hereby shall be primary coverage only with respect to the claims, liabilities and expenses assumed by Pinpoint Communications under, or otherwise arising out of or resulting from its Site Lease Agreement with Giles Road 2, LLC, and coverage, if any, the City may itself carry shall be secondary, and Pinpoint Communications' certificate of insurance shall so provide.

12. Pinpoint Communications shall file with the City Clerk a corporate surety bond in the amount of Ten Thousand Dollars (\$10,000.00) guaranteeing Pinpoint Communications' full and timely performance of all of the conditions and terms hereof and Pinpoint Communications' agreements herein, and Pinpoint Communications' agreement to hold City harmless as hereinafter provided in the "Consent and Indemnification Agreement" of Pinpoint Communications below. The surety on said bond shall be a corporate surety company authorized by the State of Nebraska and the bond to be in form and with surety satisfactory to the City. Pinpoint Communications, at its option, may at any time substitute a cash bond, in form approved by the City Attorney, for said surety bond. The term of any such bond shall begin upon execution of this Permit and shall not end before expiration of the maximum limitations and repose periods under Nebraska law, with respect to matters in any way relating to, arising out of or resulting from this Permit, following the latest to occur of: (1) termination of this Permit, (2) removal of the Permitted Structure, and (3) termination of the leasehold of Pinpoint Communications and any successor in interest.

13. The tower, telecommunications facilities and antennas shall at all times be kept and maintained in good condition, order and repair so that the same does not constitute a nuisance to or a danger to the life or property of any person or the public.

14. Pinpoint Communications shall file with the City Clerk that the operation and maintenance of the Permitted Structure will not be in violation of any covenants, easements or restrictions running with the land; and grant authorization of entry upon the land by City for purposes of removal of the Permitted Structure in accordance with this Permit.

15. This Permit, and all rights granted hereby, shall expire on and terminate upon the first of the following to occur:

- a. Pinpoint Communications' failure to provide satisfactory proof of continuing liability insurance as required in condition #13 above.
- b. Cancellation, revocation, denial or failure to maintain any federal or state permit applicable to the Permitted Structure and required for its erection or continued use and the order of cancellation, revocation or denial shall become final.
- c. Pinpoint Communications' abandonment of the Permitted Structure. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- d. Pinpoint Communications' use of a structure, tower or other improvement on the Premises not in compliance with this Permit or Pinpoint Communications' breach of any other terms hereof and its failure to correct such breach or nonconformity within thirty (30) days of City's giving Pinpoint Communications written notice thereof.

16. In the event of termination of this Permit, and Pinpoint Communications' failure to promptly remove the Permitted Structure in its entirety, City may, at its option, cause same to be raised and removed at Pinpoint Communications' cost and the surety bond shall stand as security for Pinpoint Communications' obligation to reimburse City its costs incurred. The City's right to raise and remove the Permitted Structure shall create no obligation or liability on the part of the City to do so, and City shall have no liability to Pinpoint Communications or to any third party person or entity by reason of its failure to do so.

17. Pinpoint Communications shall be responsible for all loss, liability or claims in any manner or in any way whatsoever arising out of or resulting from the design, erection, maintenance, inspection, collapse, demolition, use or existence of the Permitted Structure or any part thereof and the City, its agents and employees shall have no liability of any kind whatsoever in respect thereto. The responsibility of Pinpoint Communications and such non-liability of the City shall not be waived or altered by reason of City's exercise of inspection or other governmental jurisdiction over the Permitted Structure. Pinpoint Communications shall indemnify the City as provided in the "Consent and Indemnification Agreement" below. Notwithstanding the foregoing, in no event shall Pinpoint Communications have any indemnification obligation to the extent any loss, liability or claim for money on account of damage to or loss of property, or personal injury or death, is proximately caused solely by the

negligence or wrongful act or omission of any City employee while acting within the scope of his or her office or employment.

Miscellaneous

1. The conditions and terms of this Permit shall be binding upon Pinpoint Communications, its successors and assigns.

2. Delay of City to terminate this Permit on account of breach of Pinpoint Communications 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 Pinpoint Communications, whether said breach be of the same or different nature.

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 Pinpoint Communications as follows:

Pinpoint Communications, Inc.
1413 S. Washington Street, Suite 300
Papillion, NE 68046
402-592-4333

Giles Road 2 LLC
15504 Spaulding Plz, Suite C8
Omaha, NE 68116
402-330-8000

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 INDEMNIFICATION AGREEMENT

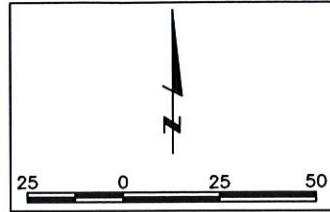
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and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

Owner of Improvements:

By: _____

Title: _____

Date: _____



La Vista Fire Department

CHICAGO BURLINGTON & QUINCY RAILROAD

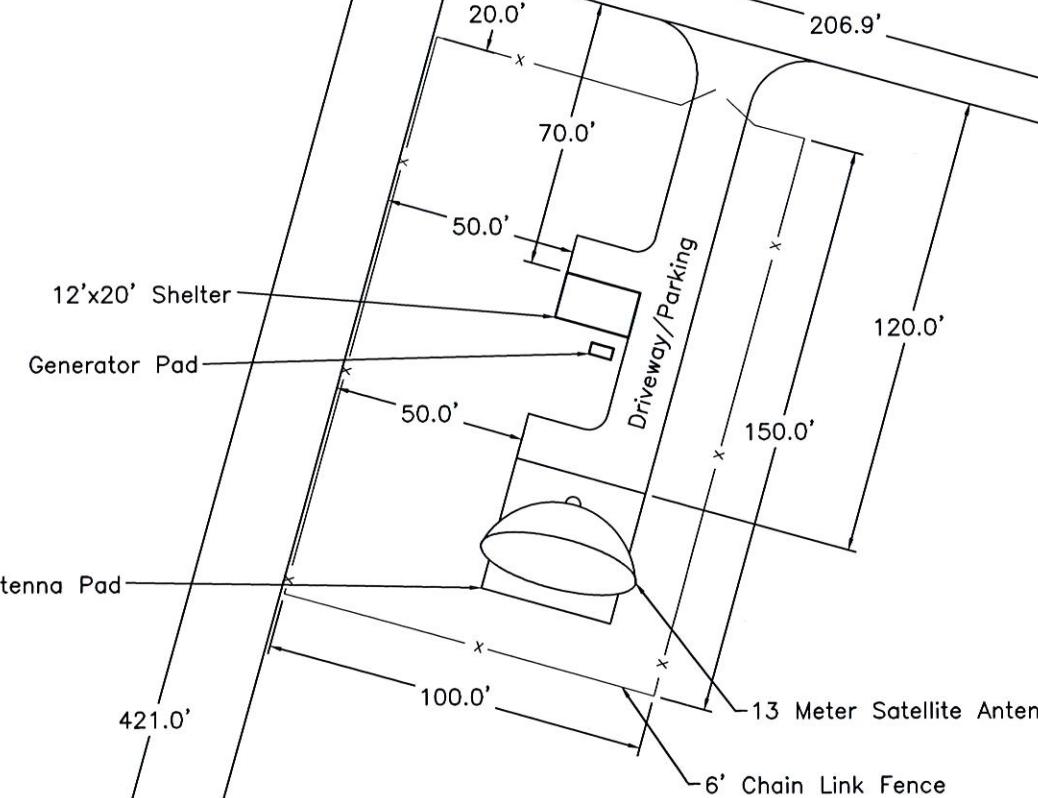
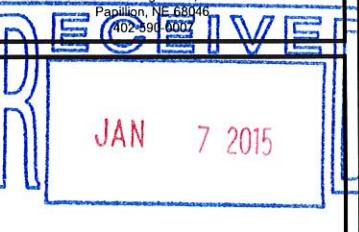


EXHIBIT A

Pinpoint

Services Inc.
1413 S. Washington St., Ste 300
Papillion, NE 68046
402-590-0000

| | |
|-----------|-------------|
| DRAWN BY: | CHECKED BY: |
| MJW | ??? |

| SUBMITTALS | | |
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| DATE | DESCRIPTION | REV |
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HUGHES LA VISTA
SITE PLAN

PROJECT NO.

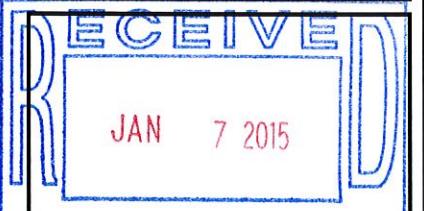
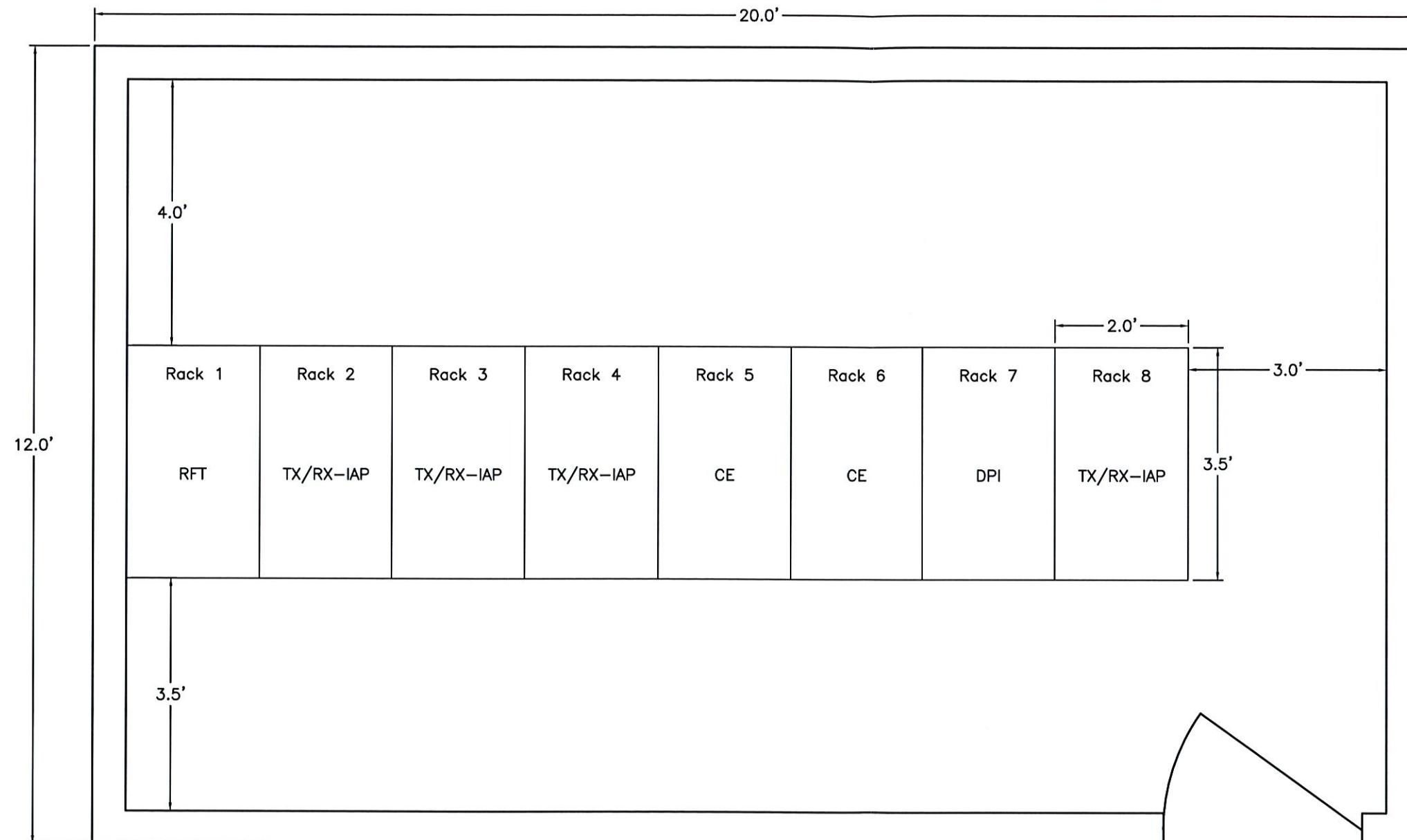
SHEET TITLE

SITE PLAN

ENGINEER STAMP

SHEET NUMBER

1 OF 2



DRAWN BY: CHECKED BY:
MJW ???

| SUBMITTALS | | |
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| DATE | DESCRIPTION | REV |
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HUGHES LA VISTA
SITE PLAN

PROJECT NO.

SHEET TITLE
**EQUIPMENT
LAYOUT**

ENGINEER STAMP

SHEET NUMBER

December 25, 2014

City of La Vista
8116 Park View Blvd.
La Vista, NE 68128
ATTN: Christopher Solberg, AICP, City Planner

RE: Wireless Communication Facility - Val Vista Replat Three

Dear Mr. Solberg,

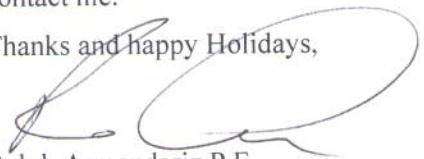
I reviewed the comments from you and your staff contained in your December 16, 2014 letter, and have provided the following responses. (please note that we are responding to each of your numbered comments with responses in corresponding numerical order):

9. The proposed satellite dish cannot be installed or collocated on another tower or useable antenna support structure, as required by Section 7.11.04.04 of the Zoning Ordinance. This is due to telecommunications connectivity needs. The connectivity needs of this structure will exceed 10 Gigabits per second. This level of connectivity only exists on certain fiber optic facilities.
10. The proposed satellite dish will meet the established Building code, and all other applicable construction standards set forth by the City Council and federal and state and ANSI standards, as required by Section 7.11.04.05 of the Zoning Ordinance.

This letter is being submitted in triplicate, along with three copies of Pinpoint's updated plans, as you requested, and we look forward to being considered at the January Planning Commission meeting.

If you have any questions or require any additional information in the meantime, please do not hesitate to contact me.

Thanks and happy Holidays,


Ralph Armendariz P.E.
V.P. Engineering
Pinpoint Communications, Inc.

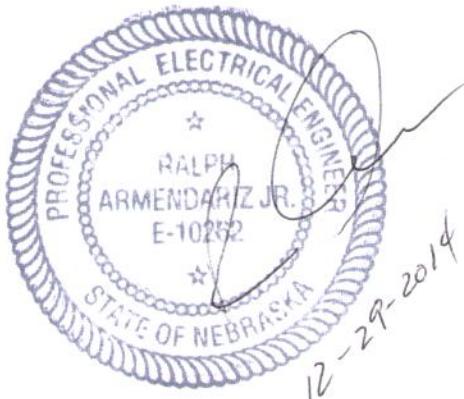


Exhibit "B"