

AGENDA ITEM 4B

**Public Hearing for Conditional Use Permit—Lot 2,
I-80 Industrial Park Replat 3—LB Southwest, LLC**



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-CUP-05

For Hearing of: October 20, 2016
Report Prepared on: October 3, 2016

I. GENERAL INFORMATION

- A. APPLICANT:** LB Southwest LLC
- B. PROPERTY OWNER:** Miller Developments, LLC
- C. LOCATION:** South 137th Circle, south of Giles Road
- D. LEGAL DESCRIPTION:** Lot 2, I-80 Industrial Park Replat 3
- E. REQUESTED ACTION(S):** Conditional Use Permit approval for *Automotive Repair Service*
- F. EXISTING ZONING AND LAND USE:**
I-1 Light Industrial; Industrial flex building.
- G. PROPOSED USES:** The Conditional Use Permit (CUP) would allow the applicant to operate an *Automotive Repair Service* out of three suites of an industrial flex building.
- H. SIZE OF SITE:** 3.59 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** An industrial flex building currently sits on the property with the ability to house 10 separate suites. The property is relatively flat with a gradual slope northward.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** I-80 Industrial Park; Industrial flex building; I-1 Light Industrial District
 2. **South:** I-80 Industrial Park; Industrial flex building; I-1 Light Industrial District
 3. **East:** I-80 Industrial Park; Industrial building; I-1 Light Industrial District
 4. **West:** The Meadows; Single-Family houses; R-1 Single-Family Residential

C. RELEVANT CASE HISTORY:

N/A

D. APPLICABLE REGULATIONS:

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
2. Article 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates this property for industrial uses.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Access will be from two existing egress / ingress points along South 137th Circle.
2. Based on nature and extent of the activities stated in the Operating Statement, a traffic impact study is not required.

D. UTILITIES: All utilities are available to the site.

E. PARKING REQUIREMENTS: The industrial flex building's parking lot consists of 66 striped parking spaces on the north side.

The zoning requirements for *Automotive Repair Services* require a minimum of 3 parking spaces per repair stall. The three suites that the proposed business will take up include 6 bay doors, translating to a need for 18 parking spaces.

The proposed business will take up 9,720 square feet of a 32,400 square foot building, leaving 22,680 square feet for the remaining tenants. Zoning requirements for *Industrial Flex Space* require 1 space per 3,000 square feet of building. This would equate to a need of 8 parking stalls for the remainder of the facility.

Sufficient parking is available for this business.

No on-street parking is allowed on South 137th Circle.

F. LANDSCAPING: The site already complies with the landscaping requirements of Section 7.17 of the Zoning Ordinance, which requires 1 tree per 40 feet of street frontage. A sufficient stand of trees also provides

a visual buffer between this lot and the residential development to the west.

IV. REVIEW COMMENTS:

1. The applicant proposes to house the *Automotive Repair Service* within suites 6-8 of the facility, as indicated on the CUP Site Plan.
2. The Operational Statement notes that the proposed business would be temporary due to the proposed development of permanent facilities to house this business near 144th Street and Giles Road. However, due to the nature of the lease, the proposed business would be considered permanent through the Conditional Use Permit. At such time as the business would cease to be in operation in this location for one year, or the applicant notified the City of closure of this location, the CUP would then terminate.
3. No outdoor storage will be permitted. All parts and materials will be required to be stored inside. Any discarded parts and materials will be required to remain in a dumpster until picked up for disposal.
4. Based on information provided within the revised Operational Statement, it is concluded that the impact of noise and/or fumes from this business would be limited. However, conditions 2(i) and 2(k) and 2(l) of the draft Conditional Use Permit allow the City to address nuisance issues through this permit if nuisance complaints are deemed a sufficient impact to warrant action.
5. A draft Conditional Use Permit is attached for review.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

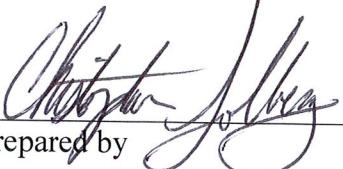
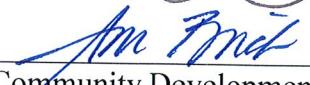
Staff recommends approval of the Conditional Use Permit as the CUP request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. CUP Operational Statement
3. Staff Review Letter
4. Review Response Letter from Representative Consultant
5. Draft CUP
6. CUP Site Plan map

VII. COPIES OF REPORT TO:

1. Paul Cech; LB Southwest, LLC
2. Stan Baatz; Miller Developments, LLC
3. Scott Loos, P.E.; Lamp, Rynearson & Associates, Inc.
4. Public Upon Request


Prepared by _____

Community Development Director 
Date _____

Woodhouse Auto Family
Woodhouse Nissan
2171 S. Hwy. 30
Blair, Nebraska 68008

Re: 8550 South 137th Cir, Suites 6-8
Temporary Special Use Permit
Description of Proposed Use

Description of Property. Woodhouse Auto Family (by Woodhouse SW Omaha, Inc., an affiliated Woodhouse entity ("Woodhouse")) is requesting a temporary Special Use Permit regarding industrial bays 6-8 located at 8550 South 137th Cir, Omaha, Nebraska ("Premises"). The industrial bays consist of 9,720 square feet. The industrial building is currently zoned light industrial (L1).

Description of Proposed Use. Woodhouse is intending to utilize the Premises on a temporary basis for the purpose of servicing new and used vehicles. The proposed use of the Premises is a temporary location for the auto service center while Woodhouse constructs a new Nissan automobile dealership building at Woodhouse Plaza located on the southwest corner of 144th and Giles in Omaha, Nebraska.

Identification of Owner of the Premises and Lease Description. The owner of the Premises is Miller Developments, c/o Stan Baatz, 15426 W Center Road, Omaha, NE. The initial term of the lease is for a thirty (30) month period (Woodhouse does have the right to extend the lease if the new Nissan building is not completed). The lease is contingent upon the securing of this temporary Special Use Permit.

Operational Information. Woodhouse will employ up to ten (10) employees at the Premises over the term of the lease, with most of these employees being technicians and service advisors. In conjunction with the lease of the Premises, Woodhouse will also lease a separate auto sales facility associated with this Nissan dealership. We anticipate the sales location will be at 136th and Q Street at the Deerfield Plaza shopping center. Many of the vehicles that will be repaired at this temporary service facility will originate from the sales point on 136th and Q, and customer vehicles will be shuttled to this temporary location for service.

We feel that the extent of proposed activities that could produce noise that impact adjacent tenants in the building and possibly adjacent residential neighbors would be limited to air hammers used during rotating tires and removing and installing various vehicle components. This may happen up to five times an hour; however, the noise will be for very brief intervals. There may also be fumes created while a vehicle sits in the shop area when the overhead doors are down. It is not normal to run a vehicle inside while a repair is being performed but we will have an exhaust system in place to minimize the fumes if the vehicle is running while indoors. We don't feel that fumes will impact any adjacent residential neighbors.

We will not be washing vehicles in this space and any repair activity waste products will be contained in the waste interceptor already installed at the facility.

Business hours will be Monday thru Friday from 7:30 am to 6:00 pm and Saturday's from 8:00 am to 1:00 pm. Woodhouse signage will be displayed on the building subject to the building owner and the City of LaVista's sign requirements.

Woodhouse Auto Family is a locally owned and is operating automobile dealership in the Omaha metro area. Woodhouse employees over 900 people and operates 11 franchises in the market.



September 19, 2016

Scott Loos, P.E.
Lamp, Rynearson & Associates, Inc.
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: Conditional Use Permit – Initial Review
Automotive Repair – Temporary Use
Lot 2, I-80 Industrial Park Replat 3

Mr. Loos:

Thank you for your submittal of the Woodhouse Temporary Automotive Repair CUP request to allow for an *automotive repair services* facility on Lot 2, I-80 Industrial Park Replat 3. Based on the elements for consideration set forth in Article 6.05 of the Zoning Ordinance, our staff has reviewed the submittal and has provided the following comments:

1. The applicant needs to identify on the site plan what portion of the building will be used for the proposed vehicle repair activities.
2. The current tenants in adjoining bays to the proposed activity should be identified on the site plan.
3. The extent of proposed activities that could produce noise and/or fumes that may impact the adjacent tenants in the building, and possibly adjacent residential neighbors, should be identified.
4. It may be necessary to add a grease and grit trap to the space to address the waste products from the repair activities. The applicant needs to identify if they will be washing vehicles in the space.
5. The proposed term of the lease for the space is 30 months with an option to extend the lease. A renewal would seem to be going beyond the concept of temporary. The drafted Conditional Use Permit will address the use as an ongoing use that can be cancelled by the applicant upon cancellation of the applicant's lease for the building.
6. Please note that no outdoor storage will be permitted. All parts and materials will be required to be stored inside. Also, any discarded parts

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

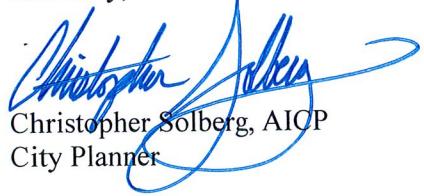
and materials will be required to remain in a dumpster until picked up for disposal.

Enclosed is a copy of the draft Conditional Use Permit. Please note that this draft of the permit is subject to change based on the additional information requested above and by review by the City Attorney.

Please submit four copies of revised documents by September 28th in order to continue to be considered for the October Planning Commission meeting. If you cannot re-submit by this date, or additional changes are required after the next submittal, the application will be considered for the November Planning Commission meeting.

Should you have any questions please contact me at 331-4343.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP
City Planner

Enclosure

Cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Paul Cech, LB Southwest, LLC
Stan Baatz, Miller Developments, LLC

City of La Vista Conditional Use Permit

Conditional Use Permit for a Automotive Repair Service

This Conditional Use Permit issued this 15th day of November, 2016, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, LB Southwest, LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to operate an Automotive Repair Service facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2, I-80 Industrial Park Replat 3

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating an Automotive Repair Service facility; 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 designated on Exhibit “A” hereto for an Automotive Repair Service facility, 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. A site plan showing the property boundaries of the tract of land and easements, proposed structures and orientation, parking, access points, and drives is approved by the City and attached to the permit as “Exhibit A”. Access will be from 135th Circle.
 - b. Hours of operation for said Automotive Repair Service will be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday.
 - c. There will be up to 20 employees on site.
 - d. Deliveries must correspond with store business hours and shall be restricted to off-peak traffic hours when reasonable.
 - e. The premises shall be developed and maintained in accordance with the site plan (Exhibit A) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container, or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
 - g. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.

- h. All permanent and temporary signs shall comply with the City's sign regulations.
- i. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
- j. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- k. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
- l. Owner shall comply (and shall ensure that all employees, 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.
- m. 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 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 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.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to 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 construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
- d. Owner's breach of any other terms hereof and his 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 (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.

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 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: Paul Cech
LB Southwest, LLC
6603 "L" Street
Omaha, NE 68117

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: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

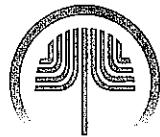
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____], personally known by me to be the _____ of LB Southwest, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public



September 27, 2016

LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

Mr. Chris Solberg
Community Development
8116 Park View Boulevard
LaVista, NE 68128

REFERENCE: Woodhouse Auto - 8550 South 137th Circle
Temporary Conditional Use Permit - Initial Review
LRA Job No. 0116105.01-004

Dear Mr. Solberg:

The following are LRA's responses to the City of LaVista's initial review letter dated September 19, 2016.

1. The applicant needs to identify on the site plan what portion of the building will be used for the proposed vehicle repair activities.

RESPONSE: Concur. The enclosed revised site plan identifies which portion of the building will be used for the proposed vehicle repair activities.

2. The current tenants in adjoining bays to the proposed activity should be identified on the site plan.

RESPONSE: Concur. The enclosed revised site plan identifies the current tenants in adjoining bays to the proposed activity.

3. The extent of proposed activities that could produce noise and/or fumes that may impact the adjacent tenants in the building, and possibly adjacent residential neighbors, should be identified.

RESPONSE: Concur. The extent of proposed activities that could produce noise and/or fumes that may impact the adjacent tenants in the building, and possibly adjacent residential neighbors, are identified in the enclosed revised Operating Statement.

4. It may be necessary to add a grease and grit trap to the space to address the waste products from the repair activities. The applicant needs to identify if they will be washing vehicles in the space.

RESPONSE: Per the revised enclosed Operating Statement, the applicant will not be washing vehicles in this space, and any repair activity waste products will be contained in the waste interceptor already installed at the facility.

5. The proposed term of the lease for the space is 30 months with an option to extend the lease. A renewal would seem to be going beyond the concept of temporary. The drafted Conditional Use Permit will address the use as an ongoing use that can be cancelled by the applicant upon cancellation of the applicant's lease for the building.

RESPONSE: Concur.

6. Please note that no outdoor storage will be permitted. All parts and materials will be required to be stored inside. Also, any discarded parts and materials will be required to remain in a dumpster until picked up for disposal.

LAMP RYNEARSON COMPANIES



LAMP RYNEARSON



Woodhouse Auto
Temporary Conditional Use Permit
September 27, 2016
Page 2 of 2

RESPONSE: Concur.

Please call if you have any questions or comments regarding this submittal.

Sincerely,

LAMP RYNEARSON



Scott R. Loos, P.E.
Senior Project Manager

Enclosures

c: Paul Cech
Larry Jobeun

gff:L:\Engineering\0116105 Woodhouse 137th and Giles Road\ADMIN\RSP Solberg 160927.docx

City of La Vista Conditional Use Permit

Conditional Use Permit for a Automotive Repair Service

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Lot 2, I-80 Industrial Park Replat 3

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating an Automotive Repair Service facility; 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 designated on Exhibit "A" hereto for an Automotive Repair Service facility, 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. A site plan showing the property boundaries of the tract of land and easements, proposed structures and orientation, parking, access points, and drives is approved by the City and attached to the permit as "Exhibit A". Access will be from 137th Circle.
 - b. Hours of operation for said Automotive Repair Service will be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday.
 - c. There will be up to 20 employees on site.
 - d. Deliveries must correspond with store business hours and shall be restricted to off-peak traffic hours when reasonable.
 - e. The premises shall be developed and maintained in accordance with the site plan (Exhibit A) as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container, or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
 - g. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.

- h. All permanent and temporary signs shall comply with the City's sign regulations.
- i. Owner shall abide by all aspects of City of La Vista Zoning Ordinance Section 7.16 – *Performance Standards for Industrial Uses*.
- j. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- k. The owner shall make annual inspections of the premises and structures, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The owner shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
- l. Owner shall comply (and shall ensure that all employees, 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.
- m. 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 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 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.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to 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 construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
- d. Owner's breach of any other terms hereof and his 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 (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.

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 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: Paul Cech
LB Southwest, LLC
6603 "L" Street
Omaha, NE 68117

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: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

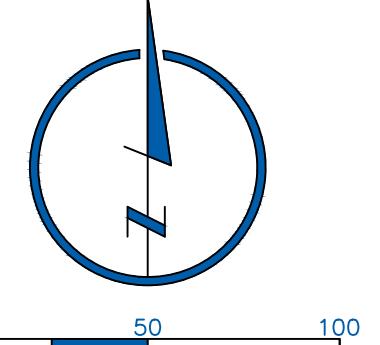
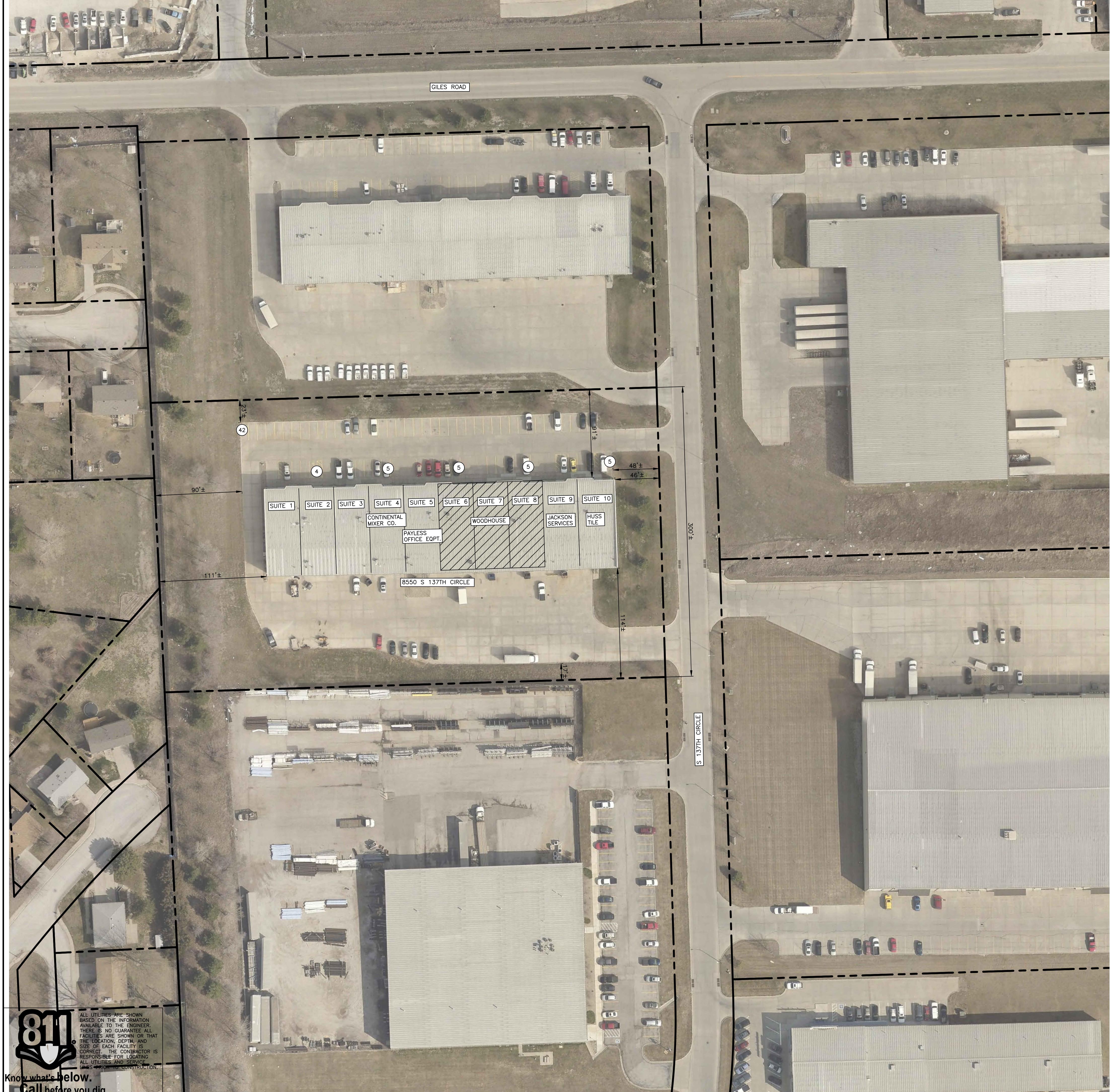
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [REDACTED], personally known by me to be the _____ of LB Southwest, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public



0 50 100

LEGAL DESCRIPTION:

ADDRESS
APPLICANT
PHONE NUMBER
USE TYPE:

LOT 2 I-80 INDUSTRIAL PARK REPLAT 3, OMAHA, NEBRASKA
ZONING COMPLIANCE AND SITE PLAN REVIEW
8550 S 137TH CIR, SARPY COUNTY, NE
LB SOUTHWEST, LLC C/O PAUL CECH
(402) 660-2137
TEMPORARY AUTOMOTIVE REPAIR
SERVICES

IMPROVEMENT SITE PLAN

ZONING:

I-1 (SEE SECTION 5.13)

[] PERMITTED USE
[X] CONDITIONAL USE
[] SPECIAL USE
[] AIRPORT USE
[] 855 REVIEW

PERMITTED USE
CONDITIONAL USE
SPECIAL USE
AIRPORT USE
855 REVIEW

SITE REGULATORS (SEE SECTION 5.13.05):

	ALLOWED	PROPOSED	COMMENTS
A. SITE AREA	10,000 SF MIN.	155,944 SF	
B. MINIMUM WIDTH	100 FEET	300 FEET	
C. GROSS FLOOR AREA (TOTAL FINISHED)	5,000 SF	32,400 SF	
D. FAR (C/A)	—	X.X%	
E. SETBACK			
FRONT YARD	35'	46'	
STREET SIDE YARD	—	—	
INTERIOR SIDE YARD	30'	91'	
REAR YARD	25'	111'	
F. HEIGHT	45' MAX	20	
G. BUILDING COVER (%)	—	—	
H. IMPERVIOUS COVER (%)	65% MAX	62% ±	
I. PARKING REQUIREMENTS (SEE SECTION 7.06)	3 SPACES/REPAIR STALL	66 SPACES	
J. ACCESSIBLE PARKING (SEE SECTION 7.08)	4 SPACES		

PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03.03):

L. STREET FRONTAGE	15'	48'
M. SIDE YARD	10'	17'
N. REAR YARD	10'	90'
N. INTERIOR LANDSCAPING	10 SF PARKING STALL	

SITE PLAN (ZONING COMPLIANCE PLAN)

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1

DRAWN BY	CMS
DESIGNED BY	CMS
DATE	SPI
JOB NUMBER-TASKS	0116 0501-004
BOOK AND PAGE	

LAMP RYNEARSON & ASSOCIATES

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027
www.LRA-Inc.com

WOODHOUSE AUTO CONDITIONAL USE PERMIT
8550 SOUTH 137TH CIRCLE, OMAHA, DOUGLAS COUNTY NEBRASKA