

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 19, 2008 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT — ANIMAL SPECIALTY SERVICES LOT 12A, I-80 INDUSTRIAL PARK 2	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for animal specialty services on Lot 12A, I-80 Industrial Park 2, generally located west of 132nd Street on Portal Drive.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Pete & Barney's World, LLC., and Nicholle Stahl-Deisdorff, on behalf of the property owner, Castelar Plaza, LLC. or Ben Duffy, to approve a conditional use permit for animal specialty services (Dogtopia) at 13239 Portal Drive, on Lot 12A, I-80 Industrial Park 2, generally located west of 132nd Street on Portal Drive. The property is zoned I-1 Light Industrial and includes an existing building with nine bays. The proposal is to allow for a business called Dogtopia which includes daycare, boarding, spa and grooming for pets (specifically dogs). The proposed use would occupy 7,500 sq. ft. of a 33,750 sq. ft. building.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on July 17, 2008 and recommended approval of the conditional use permit to City Council subject to the resolution of items identified by the city engineer and staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PETE & BARNEY'S WORLD, LLC, TO OPERATE ANIMAL SPECIALTY SERVICES (DOGTOPIA) ON LOT 12A, I-80 INDUSTRIAL PARK 2.

WHEREAS, Pete & Barney's World, LLC, on behalf of Castelar Plaza, LLC, has applied for a conditional use permit for the purpose of operating animal specialty services (Dogtopia) on Lot 12A, I-80 Industrial Park 2, located at 13239 Portal Drive; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes, subject to the following conditions:

1. The applicant shall demonstrate that the business can provide the necessary number of parking spaces without negatively impacting the parking required for future tenants on this lot.
2. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Pete & Barney's World, LLC, to operate animal specialty services (Dogtopia) on Lot 12A, I-80 Industrial Park 2, subject to the conditions listed in the last recital above.

PASSED AND APPROVED THIS 19th DAY OF AUGUST 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 4B

FOR HEARING OF: July 17, 2008
Report Prepared on July 8, 2008

I. GENERAL INFORMATION

- A. APPLICANT:** Pete & Barney's World, LLC., Nicholle Stahl-Deisdorff
- B. PROPERTY OWNER:** Castelar Plaza, LLC., Ben Duffy
- C. LOCATION:** 13239 Portal Drive
- D. LEGAL DESCRIPTION:** Lot 12A, I-80 Industrial Park 2
- E. REQUESTED ACTION(S):** Open a business called Dogtopia, which would provide Animal Specialty Services as defined and conditionally permitted in the City of La Vista Zoning Ordinance.
- F. EXISTING ZONING AND LAND USE:**
I-1 Light Industrial; the property contains one building which houses bays for industrial flex space.
- G. PURPOSE OF REQUEST:** Conditional Use Permit to establish a business principally used for daycare, boarding, spa, and grooming for pets (specifically dogs) within the flex space units in the middle of the building. The proposed use needs approximately 7,500 sq. ft. of space.
- H. SIZE OF SITE:** 3 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The property contains one building for industrial flex space. A fenced area encloses the property behind the building for outdoor storage.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** I-80 Industrial Park 2; I-1 Light Industrial
 2. **East:** I-80 Industrial Park 2; I-1 Light Industrial
 3. **South:** I-80 Industrial Park 2; I-1 Light Industrial
 4. **West:** I-80 Industrial Park 2; I-1 Light Industrial
- C. RELEVANT CASE HISTORY:** None

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.
- B. OTHER PLANS:** None
- C. TRAFFIC AND ACCESS:**
 - 1. Access would be from two existing drives providing egress / ingress to Portal Drive.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:** Parking requirements would follow the minimum needed for a daycare. 65 parking spaces exist on site now, which are shared by nine tenant bays. Divided equally, each unit would be allotted about 7 parking spaces. Dogtopia is leasing two units. Dogtopia could potentially need 15-25 spaces depending on the number of employees and number of dogs cared for at one time. *Note: the proposed minimum requirement for Animal Specialty Services is one space per 300 sq. ft. of gross floor area, which would require 25 spaces in this case.*

IV. REVIEW COMMENTS:

- 1. Odors would be mitigated by a HVAC system venting to the roof. The proposed system would have high grade HEPA filters and air exchange systems. With this setup, odors should be minimal and cause no significant impact to other tenants.
- 2. Noise would be mitigated by proposed insulation (Acoustiblok®) in walls and flooring (Tuflex®). According to their website, each layer of 16 oz. Acoustiblok® typically reduces sound transmission 10-20 decibels (depending on the frequencies), when compared to standard wall construction. With this setup, indoor noise should be minimal and cause no significant impact to other tenants. Outdoor noise may not be as easy to mitigate, although the outside play area is at the back of the building. The building would buffer the neighbors from most of the noise.
- 3. Waste disposal will be handled in a fully enclosed dumpster with all wastes double bagged. Indoor solid animal waste would be picked up and then mopped up by staff, not hosed off into the drainage system. Staff would clean up all parking lot and common area waste as well. A cleaning schedule has been submitted for review.
- 4. Parking needs to be adequate for all tenants in the building.

V. STAFF RECOMMENDATION:

Approval of the Conditional Use Permit to allow Animal Specialty Services at the proposed site in the I-1 zoning district with the following conditions:

1. The applicant shall demonstrate that the business can provide the necessary number of parking spaces without negatively impacting the parking required for future or existing tenants on this lot.
2. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.

VI. ATTACHMENTS TO REPORT:

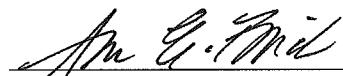
1. Vicinity Map
2. Dogtopia Portfolio and Business Plan
3. Draft CUP

VII. COPIES OF REPORT TO:

1. Nicholle Stahl-Reisdoff, Applicant
2. Ben Duffy, Property Owner
3. Public Upon Request



Prepared by:

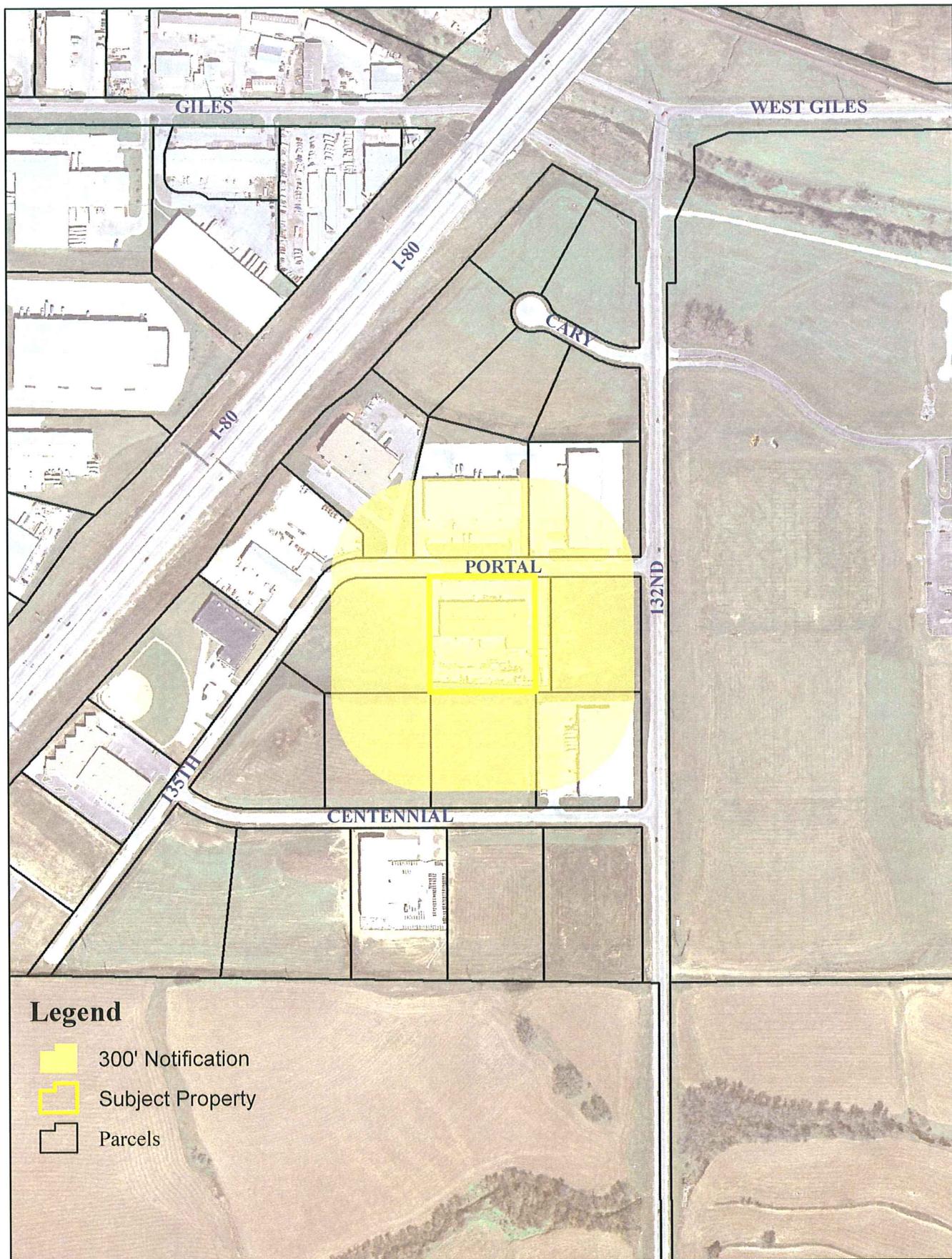


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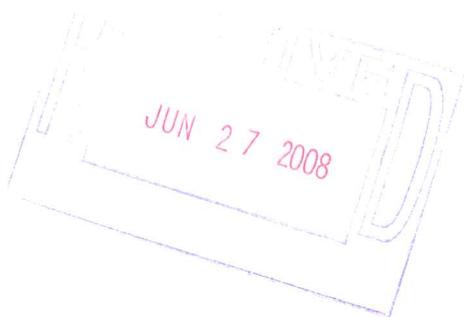
Community Development Director

Date

Vicinity Map



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Feet



Contact: Nicholle Stahl-Reisdorff
Phone - 402/670-9367
Fax 402/331-6717 – Email: nicholle@dogdaycare.com
Website: www.dogdaycare.com

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OPERATIONS SUMMARY

Type of Business

Pete and Barney's World, LLC is proposing a 5,000¹ square foot dog daycare facility, called DOGTOPIA, located within an existing light industrial zone (I-1) at 13239 Portal Drive, La Vista, Nebraska 68138. The site consists of 5,000 square feet within a 30,000 square foot building. The entire building is occupied with the exception of the proposed space. The building is owned by Castelar Plaza, LLC and the landlord owns and operates an on-site construction company.

DOGTOPIA, a franchised business, is a modern dog daycare center that allows dogs to play and interact with other dogs in a fun, non-caged, supervised environment. In addition to daycare, other services offered include dog training, boarding, grooming, and a self-service dog wash. DOGTOPIA also offers a small retail boutique which offers dog-related products, such as leashes, collars, and toys for retail sale. DOGTOPIA businesses typically require between 5,000 to 8,000 square feet of space and are usually located in an urban or suburban area near a main thoroughfare that is easily accessible to commuters.

The franchisor for DOGTOPIA is HAPPY TO BE HERE, INC. Established in Virginia on August 3, 2004, their principal business address is 4920 Wyaconda Road, North Bethesda, Maryland 20852. HAPPY TO BE HERE, INC. conducts business under the corporate name and trade name DOGTOPIA. They have offered franchises since September 2004, formerly under the trade name HAPPY TAILS DOG SPA.

Legal Structure & Ownership

DOGTOPIA of La Vista will be independently owned and operated under Pete and Barney's World, LLC. Its articles of organization were completed with the State of Nebraska. The company has a sole proprietor, Nicholle Stahl-Reisdorff.

Management Overview

Nicholle Stahl-Reisdorff will serve as operations manager. An assistant manager will be determined based on business experience and credentials. Four to six employees (part-time and full-time) will be added as needed to work in the front lobby area and the playrooms.

¹ The landlord at 13239 Portal Drive may have an additional 850 square feet available to lease. At the time of this report, the additional space continued to be negotiated.

The Proposed Site: 13239 Portal Drive, La Vista, NE 68138

Appendix A shows an illustration of the overall site plan.

This photo shows a front view of the Castelar Plaza, LLC building. The glass atrium faces East. The photo was taken at the entrance of Portal Drive. This building is the first building passers-by see on their left when turning West onto Portal Drive from 132nd Street. The proposed DOGTOPIA site would occupy approximately 5,000 square foot space that is located within suites B103 and B104. The entrances to both suites are visible in the photo below: The entrance to suite B103 is located between the truck and red car. The entrance to suite B104 appears directly to the right of suite B103. The exterior of the building is light tan where the entrances are located. The parking spaces along the Northwest side of the building would be used for DOGTOPIA clients and employees.



This photo shows a close-up view of the building for the proposed site. The window of the bay on the left side of this photo is suite B104. Although not visible in this photo, the entrance of the doorway to each suite appears on the left side of each windowed front.



COMPANY BACKGROUND

Mission Statement

The DOGTOPIA mission is to be the premiere provider of the highest quality dog care in the United States.

The DOGTOPIA franchise established core company values: ***Honesty and Integrity***—we must be honest and act with integrity in everything we do. ***Accountability and Responsibility***—everyone is accountable to themselves and to the company. We always take responsibility for our actions and are prepared to justify them. ***Passionate Enthusiasm***—we are passionate about our jobs and show it in everything we do. We empower each other as individuals and welcome new challenges for ourselves. ***Exceptional Customer Service***—we aim high and deliver. It sets us apart from all others and consistently leads us to success. ***Active Community Service***—giving back is a natural extension of our service and unites us with the local, national and global community of dog lovers. ***Unlimited Potential***—it is only the beginning. We are only limited by our desire and motivation. We think big and we achieve. We know that there is always a solution.

Market Background

DOGTOPIA's concept is targeted to dog owners, particularly those who look at their dogs as members of their immediate family. DOGTOPIA is one of a growing number

of businesses offering daycare, boarding, training or other services for dogs. Dogs are pack animals in nature and require exercise, socialization, and stimuli to maintain a healthy lifestyle free from stress and boredom that leads to chewed furniture or even sickness. The dog daycare market exists and is thriving because we make it easier for owners to provide these things for their dogs.

According to the U.S. Department of Labor, employment in animal care services is expected to grow faster than average through 2014, with companion pet population also expected to increase. Pet owners, including a large number of baby boomers whose disposable income is expected to increase as they age, are expected to increasingly take advantage of grooming, daycare, and overnight services. As many pet owners consider their pets as part of the family, their demand for luxury services and willingness to spend greater amounts of money on their pets will continue to grow.

According to the American Pet Products Manufacturers Association (APPMA), there are approximately 73.9 million owned dogs in the United States, including 43.5 million households owning at least one dog. Twenty-three percent of owners own two dogs while 12% of the owners own three or more dogs. Pet owners spent over 41 billion dollars on their pets in 2007.

Total U.S. Pet Industry Expenditures

Year	Billion
2008	\$43.4 (estimated)
2007	\$41.2
2006	\$38.5
2005	\$36.3
2004	\$34.4
2003	\$32.4
2002	\$29.5
2001	\$28.5

The pet industry as a whole is expected to grow 8% to 15% per year, with pet services estimated to grow over 22%. The Bureau of Labor Statistics reports the number of "animal caretakers" is expected to grow faster than average: 22% between 2000 and 2010. The Census Bureau's tracking service of retail sales reports that Americans spent more money on pets than on hardware, jewelry, toys or candy in 2004.

The Local Market

The DOGTOPIA territory I own as a franchisee includes La Vista, Papillion, Bellevue, and a small part of Omaha. As a DOGTOPIA franchisee, I am guaranteed that only one DOGTOPIA franchise will be located within the boundaries of this territory. As of 2006, there were 60,239 dog owners in the area, which represents nearly 41% of the 18 and over population. Additionally, disposable income was roughly \$49,000. These statistics support the pet services trend that is currently taking place.

La Vista does not presently have a facility comparable to DOGTOPIA. Given the number of dog owners and disposable income in the area, DOGTOPIA has potential to thrive in La Vista. Opening DOGTOPIA is a way to lend a service to a community who needs it. The proposed site, 13239 Portal Drive, is ideal because it is accessible to main thoroughfares as well as located close to major employers such as Oriental Trading Company and Paypal. Additionally, the area is booming with new business growth that includes a new hotel and convention center (Embassy Suites of La Vista), Shoppes on Giles, and a variety of other business (i.e., gas stations, banks, restaurants, etc.).

DOGTOPIA Marketing Assistance

As a DOGTOPIA franchisee, HAPPY TO BE HERE, INC. provides thorough market research before granting a franchise as well as marketing and public relations assistance for each DOGTOPIA site. This includes collateral, website and presence, and an on-going PR campaign. Also provided is a training and support program. Headquarters provides up to four weeks of hands-on training in North Bethesda, MD. Staff from Headquarters will visit my location for up to two weeks during my Grand Opening to provide further hands-on support. As a franchisee, I will receive on-going site visits and unlimited phone and e-mail support. All franchisees have their own unique version of **dogdaycare.com** to include:

- Customized "About Us"
- Local Area "News & Events"
- Franchisees "Dog of the Week"

Dogdaycare.com ranks highly on both Google and Yahoo, the top two search engines. DOGTOPIA is listed on virtually all pet websites and directories. HAPPY TO BE HERE, INC. continually optimizes and updates DOGTOPIA websites for top placement in search engines. Each location will receive five e-mail accounts **@dogdaycare.com**

Business History and Growth

DOGTOPIA of La Vista is being developed to be *the* premiere dog service business in the area. It's a dog lover's dream opportunity. Its mission is to be the central location for dog lovers in this community. In addition to daycare, boarding, and spa services, the business will employ outside training companies to hold classes, schedule informational seminars, hold pet adoption events, and even host the franchise's now famous "dog washes" to support a variety of pet charities.

Company Location & Facilities

DOGTOPIA of La Vista is presently negotiating a lease at 13239 Portal Drive in La Vista. Generally located south on 132nd Street at Giles Road, the 5,000 square foot space is located within a light industrial zone (I-1) in Sarpy County. The location is convenient to Giles Road, I-80, and I-680.

Appendix B illustrates a layout of a general site plan. Although the size and placement of each room is currently undergoing review, the site will include:

- *A fenced-in outdoor space*—approximately 1,000 square feet;
- *A lobby and front desk reception area with space for a retail boutique*—approximately 500 square feet);
- *Manager's office space*—approximately 330 square feet);
- a kitchen with an employee break room (about 300 square feet),
- *Two bathrooms meeting ADA standards*—approximately 150 square feet each;
- *Three playrooms*—ranging from 700 to 1,200 square feet each;
- *An evaluation room*—approximately 400 square feet;
- *A grooming and bath area*—approximately 400 square feet;
- *A Kitchen area*—approximately 250 square feet;
- *An accessory area for laundry and storage*—approximately 300 square feet.

All DOGTOPIA franchises are required to follow a stringent indoor cleaning schedule (see **Appendix C**).

ORGANIZATION

Team Members

The business will operate from 7:00am to 7:00pm Monday through Friday; 10:00am to 5:00pm on Saturdays; and from 11:00am to 2:00pm on Sundays.

The facility will employ five to six employees per shift depending upon the size and activity level of the dogs, with one staff member for every 10 to 15 dogs. The dogs play inside the facility in supervised playgroups of 10 to 15 dogs each are not taken off the premises or walked outside the building (with the exception of owner pick-up and drop-off). Each playroom can accommodate one to two playgroups with a maximum capacity of 60 to 80 dogs at the facility. Peak drop-off is from 7:00am to 9:00am and peak pick-up hours are between 5:00pm and 7:00pm Monday through Friday. Weekends do not have a specific peak since drop-off and pick-up is not based on a work day.

Operations will begin with a staff of six, including myself, Nicholle Stahl-Reisdorff, who will act as operations manager. Also included are a full-time assistant manager and two part-time dog handlers (one present at all times). In addition to supervising the playrooms, one person will need to run the front desk and manage the telephones. I will also employ a part-time dog groomer. I will hire additional part-time staff as my business grows, maintaining a ratio of approximately 10-15 to 1.

Organizational Structure

It is expected that the manager and assistant manager will provide most daily duties. Together we will train and supervise support staff. Headquarters will provide needed support to the management team as often as needed, a strength of investing in this franchise.

PRODUCTS/SERVICES

Evaluations

DOGTOPIA takes a number of steps to ensure that dog safety and staff safety are top priorities. Evaluations are a requirement for potential DOGTOPIA clients. The first step in the evaluation is a screening for updated vaccinations. Specifically, owners must provide an updated record for their dog's Rabies, DHPP, and Bordetella vaccinations. Puppies under four-months-old need to have had at least their second round of DHPP shots and Bordetella shot. The Rabies vaccination is given typically after the age of six months. It is also required that all dogs are spayed or neutered.

Potential clients must complete three documents before their dog is screened in the evaluation room. After the three forms are completed, staff evaluates each document to identify a variety of personality and behavior issues.

- The Owner Agreement—this document includes the owner's name, address, and contact information as well as the name and address of their veterinarian. Additional information includes an emergency name and contact information.
- The Pet Personality Profile—this document includes general information about the dog (i.e., age, breed, gender) and the dog's personality and social history. There are also questions about health, grooming, and behavior.
- The Owner Information Sheet—this document is DOGTOPIA's informed consent sheet that each client is required to sign.

Prior to being accepted as a DOGTOPIA client, each dog must pass a temperament test to ensure that he/she has no aggressive tendencies that will pose a risk to other clients and staff. Whether or not the dog passes the evaluation process, all paperwork will be saved. New DOGTOPIA clients receive a record in Kennel Connection, the software DOGTOPIA uses to track each client.

Daycare

DOGTOPIA's core service, the caring for and socializing of dogs during the day while their owners are away, will be the most significant source of revenue. The play areas are designed to let the animals socialize in a safe and supervised environment. Tuflex flooring, similar flooring used on outdoor playgrounds, is used in each playroom. This flooring helps prevent injury that is normally caused on concrete floors. Owners will see

the benefit of the day's exercise and socialization as their dog(s) will be tired, calm, and more relaxed from a full day of activity. Clients may pay for a single day of daycare with the option to purchase multiple days at once for a discounted rate.

Boarding

DOGTOPIA will provide a place for dogs to stay overnight and for an extended time while owners are away. Each night, which includes daycare service the following day, will be \$-- in addition to the daycare fee. Overnight service is differentiated from a traditional kennel in that DOGTOPIA dogs continue to socialize and have play time provided in comfortable accommodations. It's important to note that DOGTOPIA does not use traditional kennel runs for boarding their dogs. Each overnight visitor uses his/her own individual metal crate. Crates are set up in the playrooms for each dog staying the night. The only other time crates are used is during the required nap time from noon to 2:00 pm each day.

Spa

Also referred to as the self-service dog wash, the spa area will be equipped with two industrial dog tubs with shampoo, towels, and brushes. Customers can make an appointment to have their dog bathed by staff for a flat rate or they have the option to use the facility themselves on a walk-in basis.

Grooming

DOGTOPIA provides a professional dog grooming service that includes a haircut, a bath, ear cleaning and nail clipping. The business is likely to start with one part-time groomer who will work according to our appointment schedule.

Retail

The smallest source of revenue will be the retail boutique in the front lobby area. Generating roughly 3% of the revenue, the boutique will carry items such as leashes, collars, brushes, DOGTOPIA merchandise, and unique toys for customers to purchase.

BUSINESS ANALYSIS

DOGTOPIA clients are dogs...it's very obvious that with a group of dogs comes odor, dander, barking, and bodily fluid in a variety of forms. DOGTOPIA has a well-tested working model that includes measures to mitigate odor, noise, and pet waste.

Noise

The building will have insulated walls using Acoustiblok which acts as a sound-deadening insulator. Another material called Tuflex is used on the floors throughout the facility to help with sound attenuation.

The facility will provide crates in the playrooms that are suitable for the dog's size. When the dogs are not actively playing in their supervised playrooms, DOGTOPIA uses metal crates to house each dog. Each dog boarding overnight will receive its own dog crate in which to sleep or rest. On average, approximately 10 dogs are proposed to stay overnight. Each day the crates are cleaned. Therefore, there will be at least 10 and no fewer than five crates accessible at the facility at any time.

The dog play areas consist of four playrooms that average about 1,000 square feet each and an outdoor exercise/play area that will average about 1,000 square feet.

Odors

DOGTOPIA's working plan is designed to minimize the impact of odors caused by animal waste. Tuflex flooring not only mitigates sound, it is also easy to clean. The business also follows a stringent cleaning schedule throughout the day to eliminate odor as much as possible (see **Appendix C**).

The facility design will include a 15-ton HVAC system. The air conditioning and ventilation systems will vent to the roof and high grade HEPA filters and air exchanges systems will provide proper filtration.

Waste Disposal

All existing DOGTOPIA locations use an industrial size dumpster for all trash removal. The dumpster will be fully enclosed at all times and will be conditioned to have a roof. This will reduce the possibility of odors escaping from the trash receptacle as well as reduce the potential for water quality contamination. Additionally, the business plan requires that staff double-bag all waste prior to placement in the dumpster. Dog play areas are not washed directly into the drain system; instead all pet waste is picked up immediately by a staff person and the waste is double bagged. Any waste residue that remains is then mopped up by a staff person.

The business will take a proactive approach to ensure a clean parking lot and common space areas. A pet waste receptacle will be placed near the entrance of the front door and near the common space across the parking lot for clients dropping-off and picking-up their dogs. Additionally, a pet waste receptacle will be place near the back entrance for the outdoor exercise area. The business will utilize waste management techniques including double-bagging waste to reduce and eliminate odors. Sanitizers and cleaning supplies (i.e., Lemonex and bleach) will be used multiple times throughout the day on a routine cleaning schedule (see **Appendix C**).

Parking

The proposed site, 13239 Portal Drive, has 65 parking spaces. The facility will mainly operate with a drop-off and pick-up circulation pattern similar to a pre-school or nursery school.



A Photo Portfolio

Appendix C: Required Cleaning Schedule Performed By All DOGTOPIA Franchises

Weekly Cleaning Schedule

Shift Monday

AM(1-2PM) Anti-bacterial spray & wipe down doors in playrooms

AM(1-2pm) Anti-bacterial spray & wipe down all plexiglass in gym

PM (2-3 Shift) Start Anti-Bac Crate Trays

Pm (2-3 Shift) Wipe down non-plexiglass walls in gym

PM(3-5 Shift) Finish Crate Trays - Bleach spray and wipe down 1/2 of Lounge crates (table side & window)

PM(3-5 Shift) Finish Crate Trays -Bleach spray and wipe down 1/3 of Gym crates

Tuesday

AM (12-1) Anti-bacterial spray & wipe down doors in playrooms

PM (2-3pm) Start Anti-Bac Crate Trays

PM (3-5 pm) Finish Crate Trays - Bleach Spray and wipe down 1/2 of Lounge crates

PM (3-5 pm) Bleach spray and wipe-down 1/3 of gym crates

Wednesday

AM (12-1pm) Anti - Bac spray & wipe down all playroom doors

PM (2-3pm) Start Anti-Bac Crate Trays

PM- (3-5pm) Finish Crate Trays -Bleach spray and wipe-down 1/3 of gym crates.

PM- (3-5pm) Finish Crate Trays. Bleach spray and wipe-down vari-kennels & crates in corner of romper room.

Thursday

AM (12-1pm) Anti-bacterial spray & Wipe Down all playroom doors.

AM (12-1pm) Anti-bacterial spray on all plexiglass in gym

PM (2-3pm) Start Anti - Bac Crate Trays

PM (3-5pm) Finish Crate Trays - Bleach spray and wipe-down half of romper room crates (window side)

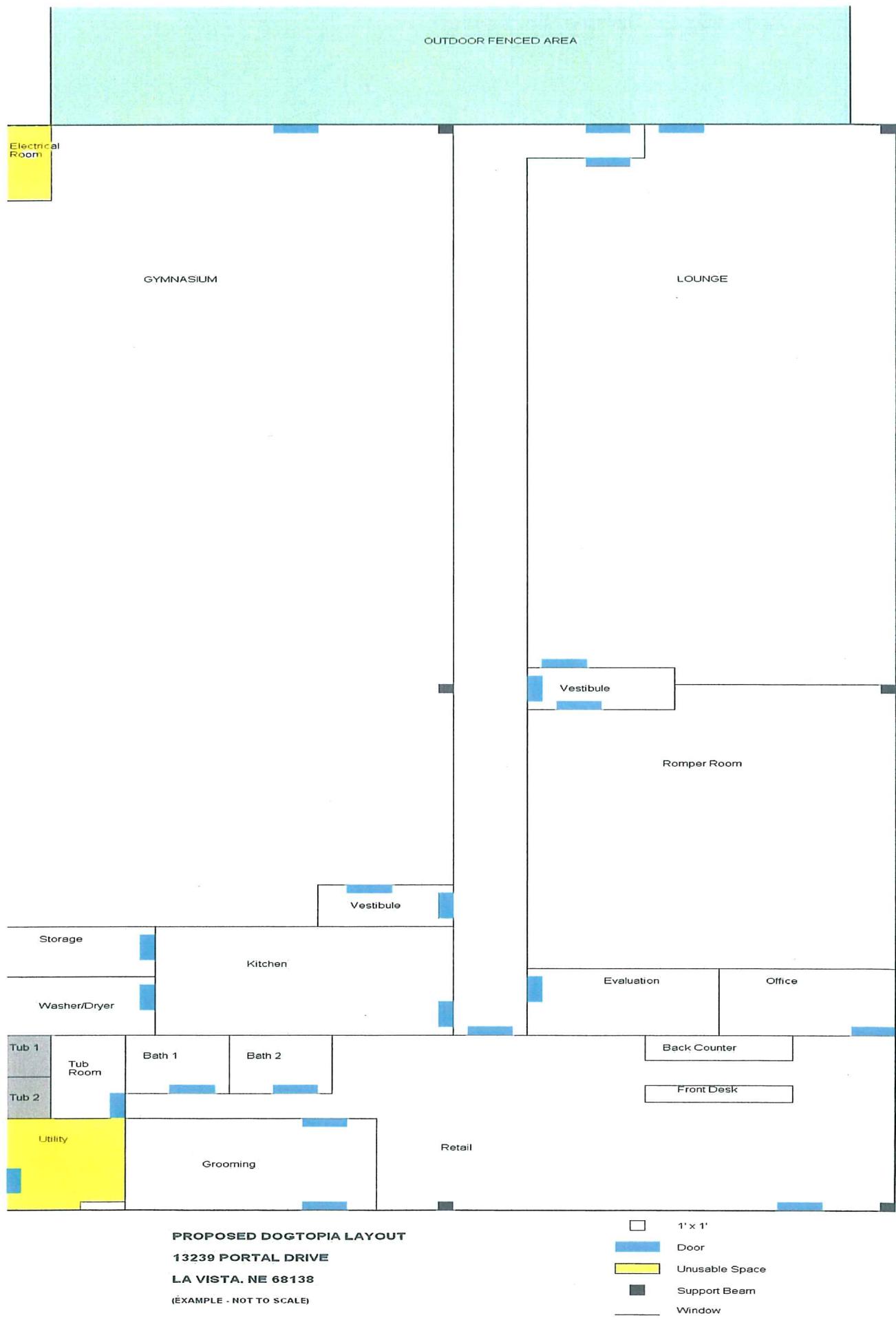
Friday

AM (12-1pm) Anti-bacterial spray & Wipe Down all playroom doors.

AM (12-1pm) Take all kongs and soak in bleach water for 10 mins during nap time , rinse thoroughly

PM (2-3pm) Start Anti - Bac Crate Trays

PM- (3-5pm) Finish Crate Trays -Bleach spray and wipe down half of romper room crates (door side)



**City of La Vista
Conditional Use Permit**

Conditional Use Permit for Animal Specialty Services (Dogtopia)

This Conditional Use Permit issued this _____ day of _____, 2008, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Castelar Plaza, LLC. (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an indoor recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 12A, I-80 Industrial Park located in the NE ¼ Section 24, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska, located at 13239 Portal Drive (units ???).

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a dog daycare, pet grooming, and pet supply store; 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 animal specialty services, 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 Permitted Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as “Exhibit B”.
 - b. Hours of operation for said Permitted Use will generally be from _____. Monday through Friday and from _____ on the weekends.
 - c. There will be approximately _____ employees for the Permitted Use.
 - d. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor rec. facility, except trash receptacles and those approved in writing by the City.
 - e. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height.
 - f. There shall not be any on-street parking permitted on Portal Drive.
 - g. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be _____.

adequate to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants.

- h. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained by the property owner.
- i. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.
- 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. 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.
- l. 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 breach of any other terms hereof and his 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 _____, 2008, 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 (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.

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 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:	Nicholle Stahl-Deisdorff Pete & Barney's World, LLC. 2240 Big Sky Drive Papillion, NE 68046 (402) 670-9376	Ben Duffy Castelar Plaza, LLC. 13239 Portal Drive La Vista, NE 68128 (402) 553-8687
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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: _____