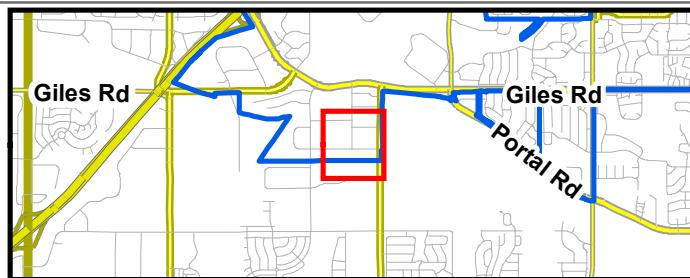


AGENDA ITEM 4A

Conditional Use Permit—Quakes Softball, Inc.



Project Vicinity Map



**Quakes Softball, Inc. CUP
Lot 15 Brook Valley II Business Park**

08/01/2019

CB





CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PCUP 19-0002

FOR HEARING OF: August 15, 2019
Report Prepared on: August 1, 2019

I. GENERAL INFORMATION

A. APPLICANT:

Quakes Softball, Inc.
911 South 20th Street
Omaha, NE 69108

B. PROPERTY OWNERS:

LAF, L.P.
1117 NW 50th Street
Oklahoma City, OK 73118

C. LOCATION: Northwest corner of the intersection of Centennial Road & S 117th Street. The building address is: 8820 S 117th Street.

D. LEGAL DESCRIPTION: Lot 15 Brook Valley II Business Park.

E. REQUESTED ACTION(S): Conditional Use Permit to allow for an indoor recreational facility in the West building on Lot 15 Brook Valley II Business Park.

F. EXISTING ZONING AND LAND USE:

I-2 Heavy Industrial; The building is currently vacant.

G. PURPOSE OF REQUEST:

1. To allow for an indoor softball practice facility (indoor recreation facility) for the Quakes Softball Team.

H. SIZE OF SITE: 2.67 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The lot has a gradual downward slope to the south. The 21,000 square foot building in question that would be occupied by Quakes Softball, Inc., is currently vacant. However, it sits directly west of a 27,600 square foot building on the same lot that is occupied by Goodin Company, a plumbing and HVAC supplier.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** Brook Valley II Business Park Lot 14B, Republic National Distributing Company; I-2 Heavy Industrial.

2. **East:** Brook Valley II Business Park Lot 16A, multi-tenant industrial building; I-2 Heavy Industrial.
3. **South:** Brook Valley II Business Park Lot 20, vacant lot, and Lot 19, multi-tenant industrial building; I-2 Heavy Industrial.
4. **West:** Brook Valley II Business Park Lot 22, Ford Storage Warehouse; I-2 Heavy Industrial.

C. RELEVANT CASE HISTORY:

N/A.

D. APPLICABLE REGULATIONS:

1. Zoning Ordinance Section 5.14 – I-2 Heavy Industrial.
2. Zoning Ordinance Article 6 – Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN: 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 egress/ingress points along S 117th Street and Centennial Road. There are two access points to the lot from each street.
2. Based on the traffic-impacting details provided in the Operating Statement, the City Engineer finds that a traffic impact study will not be required.

D. UTILITIES:

1. All utilities are available to the site.

E. PARKING REQUIREMENTS:

1. The applicant has indicated that the maximum number of building occupants during peak time shall be between 85-95 persons. Quakes will have 24 dedicated parking stalls with the ability to use additional stalls currently dedicated to Goodin Company, the neighboring tenant. Written permission has been obtained from Goodin for Quakes to use some of their parking stalls, as Quakes will generally be utilizing the facility outside of Goodin's regular operating hours, which are between 6:30am and 5:00pm on weekdays. As proposed in the site plan, the lot will have a total of 53 striped stalls with an additional area for overflow parking that is not striped. As proposed, there is enough parking to accommodate the users as outlined in the Operating Statement. However, if or when it occurs, if the provided off-street parking is no longer sufficient, Quakes may be required to provide additional parking spaces.

2. No on-street parking will be allowed on S 117th Street or Centennial Road.

IV. REVIEW COMMENTS:

1. Approval must be obtained from the Papillion Fire Marshal and Chief Building Official prior to building occupation.
2. Routine CUP inspections will occur to verify that the provided amount of off-street parking is sufficient and to ensure there is no on-street parking in relation to this use.
3. Since Quakes will be primarily using this facility during typical non-work hours (evenings and weekends), the impact of this use on surrounding businesses is expected to be minimal.

V. STAFF RECOMMENDATION – Comprehensive Plan Amendment:

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. Draft CUP
3. Statement of Operation
4. Site Plan

VII. COPIES OF REPORT SENT TO:

1. Ruby Khaleel, Hennessy & Roach P.C., on behalf of Quakes Softball, Inc.
2. Public Upon Request.

Cale Braden 8-7-19

Prepared by: Assistant Planner

Allyson G. Dwyer 8/7/19

Senior Planner

Date

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for Indoor Recreational Facility

This Conditional Use Permit issued this ____ day of _____, 2019, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Quakes Softball, Inc., (“Owner”), pursuant to the La Vista Zoning Ordinance.

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

Lot 15, Brook Valley Business Park II, located in the NW ¼ Section 20, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, located at 8820 S. 117th Street (West building).

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a indoor recreational 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 “B” hereto for an indoor recreational 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. Breach of any terms hereof shall cause permit to automatically expire and terminate without any further action required of the City.
2. In respect to the Permitted Use:
 - a. The use shall be limited to the type of operation as described in the Owner’s Operational Statement (Exhibit “A”) and in the City staff report presented with the Council agenda item to consider this permit. Any proposed change in the Permitted Use or operational characteristics including, but not limited to, the hours of operation or additional or different activities or intensity of activities on the property, shall require such reviews, amendments to the Conditional Use Permit, and approvals as the Planning Department in its sole discretion determines necessary or appropriate.
 - b. 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, subject to approval of the Planning Department or City Engineer, and attached to the permit as “Exhibit B”.
 - c. Hours of operation for said indoor recreational facility will be Monday through Friday from 5:00 p.m. – 10:00 p.m.; Saturday from 8:00 a.m. to 1:00 p.m., and Sunday from 8:00 a.m. – 10:00 p.m.
 - d. The organization has no employees, but there may be approximately 8-10 coaches on site for the Permitted Use at peak time supervising. The maximum number of occupants allowed in the space will be 100.
 - e. 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 or surrounding businesses, or negatively impacting traffic or traffic flows on, in or around the Property or streets. The provided off-street parking shall be consistent with the site plan attached as "Exhibit B," which parking Owner has represented to City is in accordance with City requirements and sufficient for the Permitted Use. Additional off-street parking on the property will be required if deemed necessary by the Planning Department, and the Owner at its cost shall be solely responsible for obtaining use of or constructing any such additional off-street parking. The requirements, location and other specifications of any additional off-street parking shall be subject to Planning Department or City Engineer approval. On street parking on South 117th Street, Centennial Road, or otherwise in connection with the Permitted Use shall be prohibited.

- f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor recreational facility, except appropriately screened trash receptacles and those approved in writing by the City.
- g. There shall not be any games, tournaments, or other events that draw a larger spectator crowd than typical training or camp activities or that would result in the maximum number of occupants in subsection 2d above being exceeded.
- h. 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.
- i. 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 laws, rules, or regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- j. Owner hereby indemnifies the City and all officials, officers, employees, and agents of the City ("Indemnified Parties") against, and holds the Indemnified Parties 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, or Owner's 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 Owner'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; or more frequent inspection upon any complaint to the City. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval or this permit.
 - 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 Owner 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.
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: Quakes Softball, Inc
c/o Ruby Khaleel
Hennessy & Roach P.C.
14301 FNB Parkway, STE 313
Omaha, NE 68154
(402) 933-8851

4. The City staff report presented with the Council agenda item to consider this permit, and all recitals and Exhibits of this permit, shall be incorporated into this permit by reference.

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:

Pamela A. 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 _____, 2019, 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 _____, 2019, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____], personally known by me to be the Manager of Quakes Softball, Inc., 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

Nebraska Quakes Softball Operating Statement

The Nebraska Quakes is a non-profit organization dedicated to developing highly competitive girls fastpitch teams. As players grow to become excellent athletes, the teams also strive to teach important life lessons through softball that will help them become solid citizens and future leaders.

The Quakes will be successful in fulfilling its mission by:

- Recognizing that this experience for our 300+ girls women's softball players assists in offering the tools of the sport and the competitive opportunities to nurture and create a greater sense of confidence in themselves and a pathway for success in their lives.
- Providing players with a well-rounded experience where they can develop their athletic skills but also learn real-life skills of discipline, dedication, sportsmanship, leadership, confidence and teamwork while also having fun and making lifelong friendships
- Emphasizing the importance of respect for teammates, opponents, coaches and officials and appreciation for parents and supporters as well as being great role models for younger players
- Teaching the fundamentals of fastpitch softball and developing outstanding softball skills in a positive, safe and rewarding environment
- Being a financially sound organization and providing quality practice facilities that demonstrate our pride and commitment to players
- Preparing our players to excel at the high school level and assisting players and families in the collegiate recruitment process
- Supporting our Prime teams that represent the Nebraska Quakes throughout the Midwest and at a national level
- Off the field, we strive to be outstanding community citizens as we represent the Nebraska Quakes organization

The Quakes Organization

Nebraska Quakes Softball organization now in its 25th year is planning to construct an indoor recreational facility consisting of approximately 21,000 square feet. Various softball related activities for youth will be conducted at the new facility, including the following: individual lessons, individual tunnel reservation and team practices. The Nebraska Quakes currently are housed at 9816 F Street in Omaha and operate in 11,000 square feet. The expansion is to accommodate more individual training via instructor lead lessons or organizational members walk-ins who voluntary train in the 15 tunnels available to them.

The facility's main hours of operation will be from 5:00pm to 10:00pm Monday through Friday and 8:00am to 1:00pm on Saturday and 8:00 a.m. to 10:00 p.m. on Sunday.

Activities

The maximum number of organization players and coaches in the facility at any one period of time as follows:

- **Private Lessons:** 1-2 students per coach (approx. 2 or 3 instructors at one specific time); occurring throughout the year.
- **Individual Walk-in Use:** 5 players are able to schedule usage of the available tunnels for individual use during the months of January-March. Beginning in April after the team practices move outdoors to Quakes' other facility, up to 15 players are able to utilize the tunnels available at any one time period via our online scheduling program.
- **Club Team Practices:** 3 teams of 11-12 players will practice in the evenings, generally between January and March (cold weather months) and then the teams move outdoors to various fields across the city. Team practices officially begin on January 1 of each year. The season ends in mid-July. From Mid-July to December the facility is low volume other than lessons and walk-in tunnel usage.

Age Groups

7 through 10 years old – 6 teams
11 through 12 years old – 6 teams
13 through 14 years old – 5 teams
15 through 16 years old – 6 teams
17 through 18 years old – 6 teams

Please note that each team has a roster of 12 individuals plus up to 3 coaches.

Maximum occupancy of 95 is calculated as follows:

- Waiting area = 30 players
- 3 teams practicing – 15 per team = 45
- Walk-in and private instruction = 5
- Parent drop-off and temporary wait = 10-15

Exhibit B

**RDg...
RDesign**
PLANNING • DESIGN

301 Grand Avenue
Des Moines, Iowa 50309
515-288-3141
515-288-8831

**301 Grand Avenue
Des Moines, Iowa 50309
515-288-3141
515-288-8631**

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SITE PLAN

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