

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 7, 2015 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR CONDITIONAL USE PERMIT – LOT 1, ANDOVER POINTE (NE OF 132 ND & CENTECH ROAD)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing was held for a conditional use permit (multiple family dwellings and a communication tower) at the March 17, 2015 City Council meeting however the resolution for approval of the CUP was not included on the agenda. This action is needed to finalize the CUP for approximately 39.59 acres located northeast of 132nd Street and Centech Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approve.

BACKGROUND

On March 17, 2015, the City Council held a public hearing on the CUP, Final PUD Plan, replat and subdivision agreement applications by Edward Rose Development Company, LLC, for property located on the east side of 132nd Street. After the hearing, the Council voted to approve the zoning, the Final PUD Plan, replat and the subdivision agreement however the resolution to approve the CUP was not included on the agenda. A resolution has been prepared in order to finalize the approval. The conditional use permit documents are in final form and are attached.

The Planning Commission held a public hearing on September 18, 2014, and recommended approval of the CUP.

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 EDWARD ROSE DEVELOPMENT COMPANY, LLC, TO ALLOW FOR A MULTIPLE FAMILY DWELLING COMPLEX AND ANTENNA TOWER ON LOT 1, ANDOVER POINTE.

WHEREAS, Edward Rose Development Company, LLC has applied for a conditional use permit for to allow for a multiple family dwelling complex and antenna tower, on Lot 1, Andover Pointe, located northeast of 132nd Street and Centech Road; 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.

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 Edward Rose Development Company, LLC to allow for a multiple family dwelling complex and antenna tower, on Lot 1, Andover Pointe.

PASSED AND APPROVED THIS 7TH DAY OF APRIL, 2015.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

EXHIBIT B

CITY OF LAVISTA
CONDITIONAL USE PERMIT

CONDITIONAL USE PERMIT FOR ANDOVER POINTE APARTMENTS

(Lot 1, Andover Pointe)

This Conditional Use Permit is issued this 17 day of March, 2015 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Edward Rose Development Company, L.L.C., a Michigan limited liability company authorized to do business in Nebraska ("Edward Rose" or "Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Edward Rose is the legal owner of the property to be platted or replatted as Lot 1, Andover Pointe Subdivision, Sarpy County, Nebraska, as described or depicted in Exhibit "A," consisting of 39.67 acres, more or less ("Lot 1"), which property is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction. Edward Rose desires to develop Lot 1 in a unified, compatible manner as a multi-family housing development.

WHEREAS, Edward Rose, subject to recording with the Sarpy County Register of Deeds the approved plat of Lot 1, Andover Pointe, a subdivision in Sarpy County, Nebraska, shall construct and operate a multiple family dwelling complex to be known as Andover Pointe Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1, Andover Pointe, a subdivision in Sarpy County, Nebraska (the "Property"),

being approximately 39.67 acres, and which complex will be comprised of 16 residential buildings (aggregating 438 total residential units), 130 detached enclosed garages, 1 combined manager office and community building and an antenna tower solely for the purpose of providing private cable television service for residents of Andover Pointe Subdivision (the "Antenna Tower"), as presented to the City with Edward Rose's request for platting, planned unit development and conditional use permit, and modified and approved by the City Council.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a multiple family dwelling complex and Antenna Tower on the Property as described above; 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 (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

Conditions of the Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject

to the rights of the Owner to cure such default or deficiency as set forth in this Permit.

2. In respect to the proposed Uses:

- a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B " .
- b. Architectural review of the building design, landscaping, lighting and Antenna Tower has been completed and the foregoing plans are approved as shown in Exhibits " C " through " I " .
- c. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lot 1, Andover Pointe ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.
- d. In accordance with the PUD, the minimum number of fully enclosed single-vehicle parking garages shall be .30 fully enclosed single-vehicle parking garages per residential unit as depicted in the approved Site Plan.
- e. In accordance with the PUD, in addition to the entrance sign at the northerly 132nd Street entrance to Lot 1, a second entrance sign shall be allowed at the southerly 132nd Street entrance to Lot 1; which signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the City Planner.
- f. There shall be no construction traffic on Highland Boulevard related to development on Lot 1.
- g. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- h. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit " B " . The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.
- i. Owner shall obtain all required permits for the Uses from the City of La Vista.
- j. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property 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 building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- k. 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 or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- l. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lot 1. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 1 is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision

Agreement) obligations under the Subdivision Agreement.

3. In respect to the Gateway Corridor Overlay District, building design has been approved per letter from the City's design review architect, BCDM Architecture, dated August 28, 2014.
4. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:
 - a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
 - b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated. Owner will not have more than four (4) foundations on which framing has not commenced without approval of the Chief Building Official.
 - c. Temporary fencing shall be constructed around any foundations other than "slab-on-grade" that framing has not commenced upon within eight months after inspection of the foundation has been completed;
 - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
5. 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. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
 - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

Provided, however, the parties agree that provisions of this Section 5 are severable as to the Antenna Tower, meaning if an uncured breach or other occurrence described in this Section 5 occurs only with respect to the Antenna Tower, this Permit and the permitted use for the Antenna Tower shall cease and this Permit and the permitted use for multifamily residential use in accordance with this Permit shall continue in effect.

6. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance
7. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, 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 in connection with the removal thereof) 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, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

8. If any provision, or any portion thereof, contained in this Permit 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.
9. Notwithstanding any other provision that may be to the contrary, the rights given and obligations created under this Permit are intended to be and shall be severable as to the Antenna Tower Use, meaning, should there be an uncured breach of this Permit solely with respect to the Antenna Tower, this Permit and the permitted use for the Antenna Tower shall terminate and this Permit and the permitted use for multifamily residential use in accordance with this Permit shall continue in effect.
10. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
11. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. 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.
12. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 12 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured. Provided, however, a failure to cure a breach that is solely with respect to the Antenna Tower shall not give the City the right to terminate this Permit with respect to other Permitted Uses, including, but not limited to, multifamily residential uses.
13. 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.
14. 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 as follows:

To Owner: Edward Rose Development Company, L.L.C.
6101 Newport Road
PO Box 3015
Kalamazoo, Michigan 49003
15. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

16. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Landscaping Plan
Exhibit "D":	Sign Plan
Exhibit "E":	Dumpster Fence Detail
Exhibit "F":	Sections
Exhibit "G":	Site Lighting Plan
Exhibit "H":	Design Review Approval Letter and Certificate of Approval
Exhibit "I":	Elevation Renderings

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:

Edward Rose Development Company, L.L.C., a
Michigan limited liability company

By: _____, it's Manager

ACKNOWLEDGMENT OF NOTARY

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

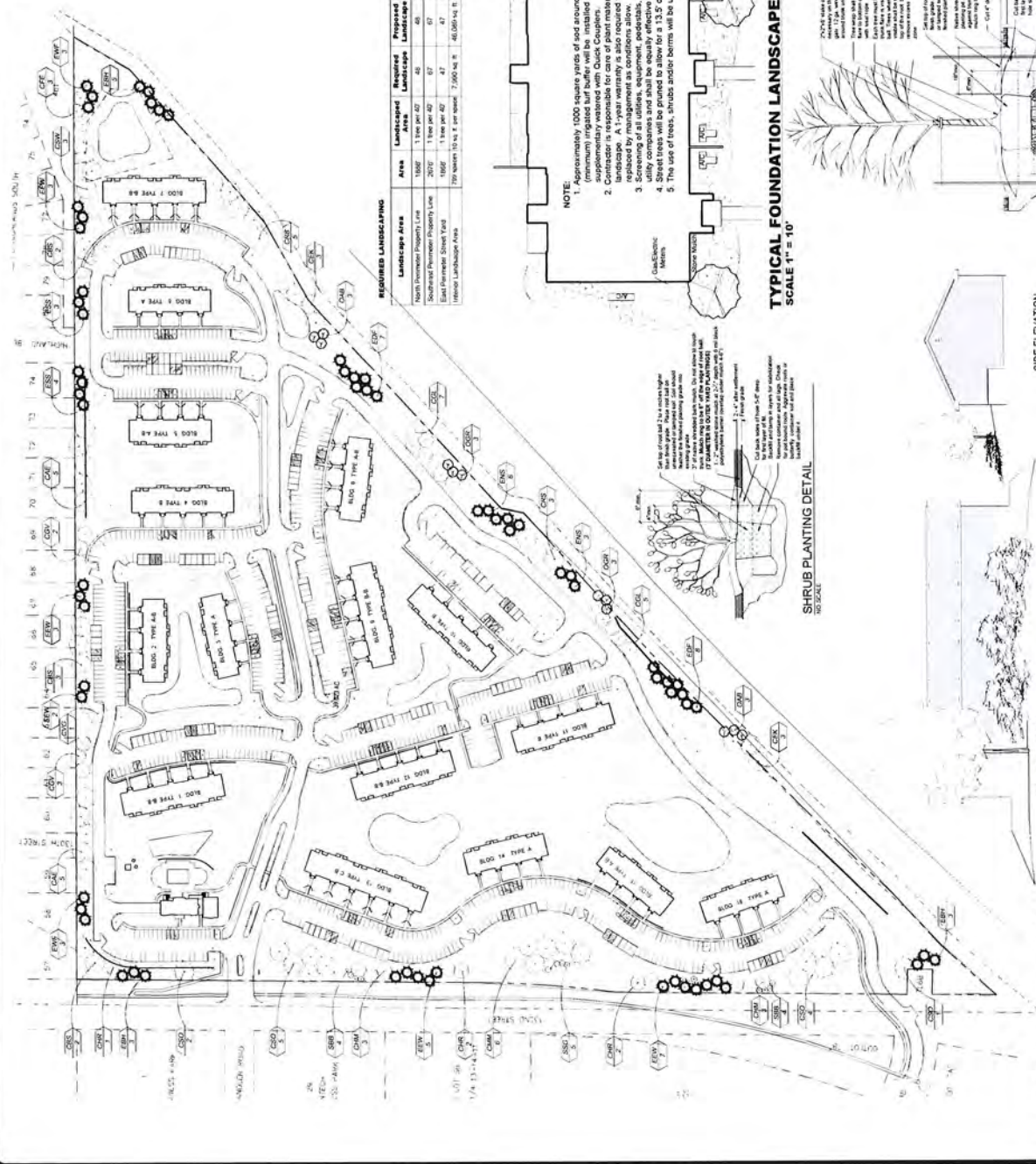
On this ____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be a Manager of Edward Rose Development Company, L.L.C., a Michigan limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

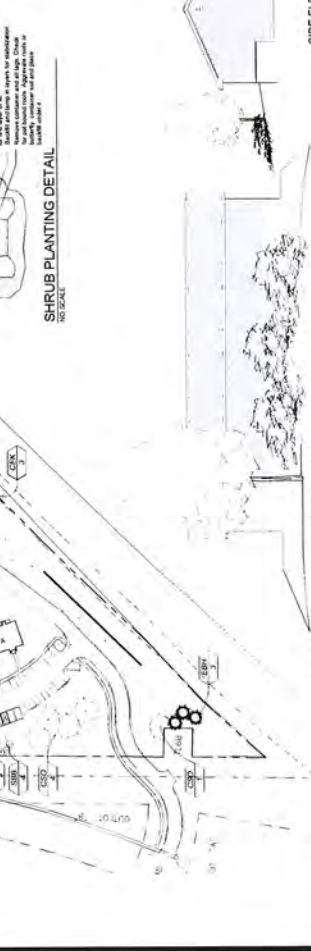
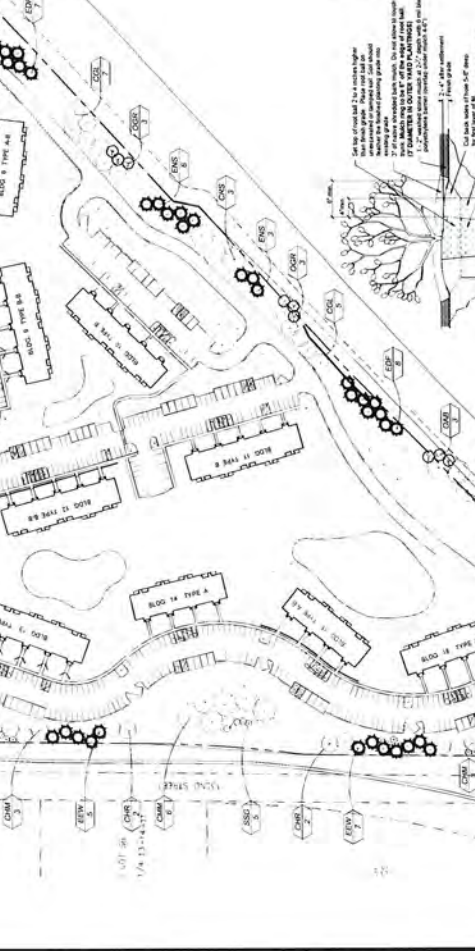
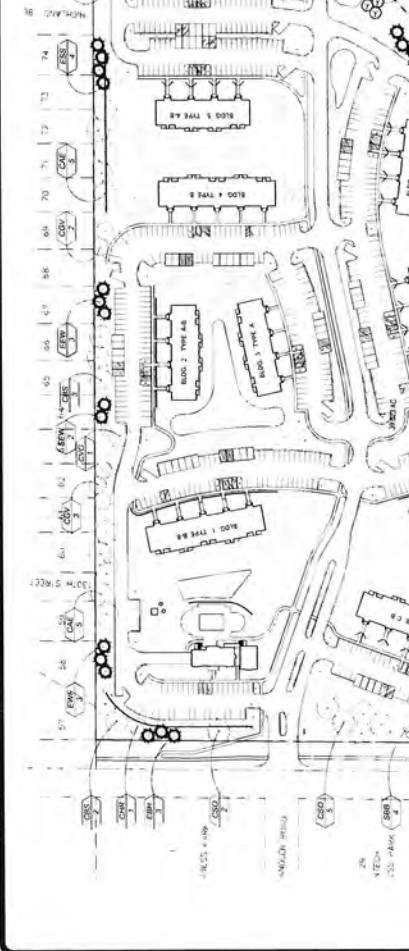
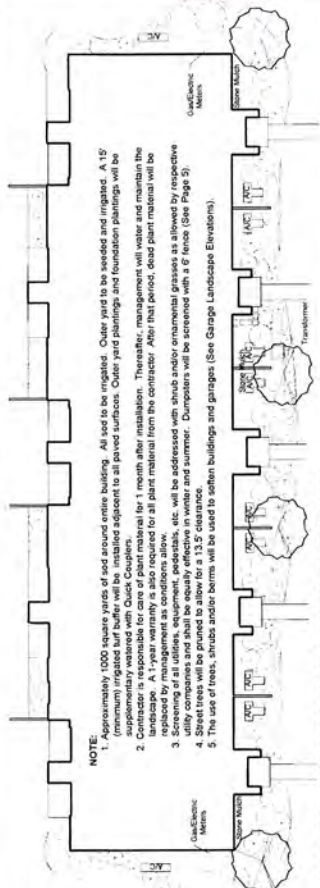
PLANT LIST

Plant Name	Quantity	Notes
1. 12" Caliper Norway Spruce	10	Plant in 10' x 10' grid
2. 12" Caliper Eastern White Pine	10	Plant in 10' x 10' grid
3. 12" Caliper White Pine	10	Plant in 10' x 10' grid
4. 12" Caliper Spruce	10	Plant in 10' x 10' grid
5. 12" Caliper Fir	10	Plant in 10' x 10' grid
6. 12" Caliper Cedar	10	Plant in 10' x 10' grid
7. 12" Caliper Juniper	10	Plant in 10' x 10' grid
8. 12" Caliper Cypress	10	Plant in 10' x 10' grid
9. 12" Caliper Redwood	10	Plant in 10' x 10' grid
10. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
11. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
12. 12" Caliper Larch	10	Plant in 10' x 10' grid
13. 12" Caliper Pine	10	Plant in 10' x 10' grid
14. 12" Caliper Fir	10	Plant in 10' x 10' grid
15. 12" Caliper Spruce	10	Plant in 10' x 10' grid
16. 12" Caliper Cedar	10	Plant in 10' x 10' grid
17. 12" Caliper Juniper	10	Plant in 10' x 10' grid
18. 12" Caliper Cypress	10	Plant in 10' x 10' grid
19. 12" Caliper Redwood	10	Plant in 10' x 10' grid
20. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
21. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
22. 12" Caliper Larch	10	Plant in 10' x 10' grid
23. 12" Caliper Pine	10	Plant in 10' x 10' grid
24. 12" Caliper Fir	10	Plant in 10' x 10' grid
25. 12" Caliper Spruce	10	Plant in 10' x 10' grid
26. 12" Caliper Cedar	10	Plant in 10' x 10' grid
27. 12" Caliper Juniper	10	Plant in 10' x 10' grid
28. 12" Caliper Cypress	10	Plant in 10' x 10' grid
29. 12" Caliper Redwood	10	Plant in 10' x 10' grid
30. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
31. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
32. 12" Caliper Larch	10	Plant in 10' x 10' grid
33. 12" Caliper Pine	10	Plant in 10' x 10' grid
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39. 12" Caliper Redwood	10	Plant in 10' x 10' grid
40. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
41. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
42. 12" Caliper Larch	10	Plant in 10' x 10' grid
43. 12" Caliper Pine	10	Plant in 10' x 10' grid
44. 12" Caliper Fir	10	Plant in 10' x 10' grid
45. 12" Caliper Spruce	10	Plant in 10' x 10' grid
46. 12" Caliper Cedar	10	Plant in 10' x 10' grid
47. 12" Caliper Juniper	10	Plant in 10' x 10' grid
48. 12" Caliper Cypress	10	Plant in 10' x 10' grid
49. 12" Caliper Redwood	10	Plant in 10' x 10' grid
50. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
51. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
52. 12" Caliper Larch	10	Plant in 10' x 10' grid
53. 12" Caliper Pine	10	Plant in 10' x 10' grid
54. 12" Caliper Fir	10	Plant in 10' x 10' grid
55. 12" Caliper Spruce	10	Plant in 10' x 10' grid
56. 12" Caliper Cedar	10	Plant in 10' x 10' grid
57. 12" Caliper Juniper	10	Plant in 10' x 10' grid
58. 12" Caliper Cypress	10	Plant in 10' x 10' grid
59. 12" Caliper Redwood	10	Plant in 10' x 10' grid
60. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
61. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
62. 12" Caliper Larch	10	Plant in 10' x 10' grid
63. 12" Caliper Pine	10	Plant in 10' x 10' grid
64. 12" Caliper Fir	10	Plant in 10' x 10' grid
65. 12" Caliper Spruce	10	Plant in 10' x 10' grid
66. 12" Caliper Cedar	10	Plant in 10' x 10' grid
67. 12" Caliper Juniper	10	Plant in 10' x 10' grid
68. 12" Caliper Cypress	10	Plant in 10' x 10' grid
69. 12" Caliper Redwood	10	Plant in 10' x 10' grid
70. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
71. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
72. 12" Caliper Larch	10	Plant in 10' x 10' grid
73. 12" Caliper Pine	10	Plant in 10' x 10' grid
74. 12" Caliper Fir	10	Plant in 10' x 10' grid
75. 12" Caliper Spruce	10	Plant in 10' x 10' grid
76. 12" Caliper Cedar	10	Plant in 10' x 10' grid
77. 12" Caliper Juniper	10	Plant in 10' x 10' grid
78. 12" Caliper Cypress	10	Plant in 10' x 10' grid
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80. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
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82. 12" Caliper Larch	10	Plant in 10' x 10' grid
83. 12" Caliper Pine	10	Plant in 10' x 10' grid
84. 12" Caliper Fir	10	Plant in 10' x 10' grid
85. 12" Caliper Spruce	10	Plant in 10' x 10' grid
86. 12" Caliper Cedar	10	Plant in 10' x 10' grid
87. 12" Caliper Juniper	10	Plant in 10' x 10' grid
88. 12" Caliper Cypress	10	Plant in 10' x 10' grid
89. 12" Caliper Redwood	10	Plant in 10' x 10' grid
90. 12" Caliper Sequoia	10	Plant in 10' x 10' grid
91. 12" Caliper Douglas Fir	10	Plant in 10' x 10' grid
92. 12" Caliper Larch	10	Plant in 10' x 10' grid
93. 12" Caliper Pine	10	Plant in 10' x 10' grid
94. 12" Caliper Fir	10	Plant in 10' x 10' grid
95. 12" Caliper Spruce	10	Plant in 10' x 10' grid
96. 12" Caliper Cedar	10	Plant in 10' x 10' grid
97. 12" Caliper Juniper	10	Plant in 10' x 10' grid
98. 12" Caliper Cypress	10	Plant in 10' x 10' grid
99. 12" Caliper Redwood	10	Plant in 10' x 10' grid
100. 12" Caliper Sequoia	10	Plant in 10' x 10' grid



REQUIRED LANDSCAPING

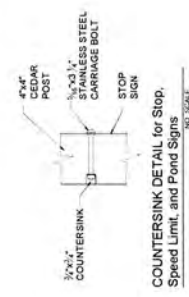
Area	Landscaped Area	Required Landscaping	Proposed Landscaping
North Thompson Property's Lot	15000	1 tree per 40'	40
Southwest Thompson Property's Lot	20000	1 tree per 40'	67
East Thompson Street Yard	10000	1 tree per 40'	47
Weston Landscaping Area	7000	1 tree per 40'	47
TOTAL	70000 sq. ft.	1 tree per 40'	200 trees





Date	Revision	Description
7/20/14	1	Revised P.D. Plans for Resubmittal
8/22/14	2	Revised P.D. Plans for Resubmittal
10/15/14	3	Revised P.D. Plans for Resubmittal
3/20/15	4	Revised P.D. Plans for Resubmittal

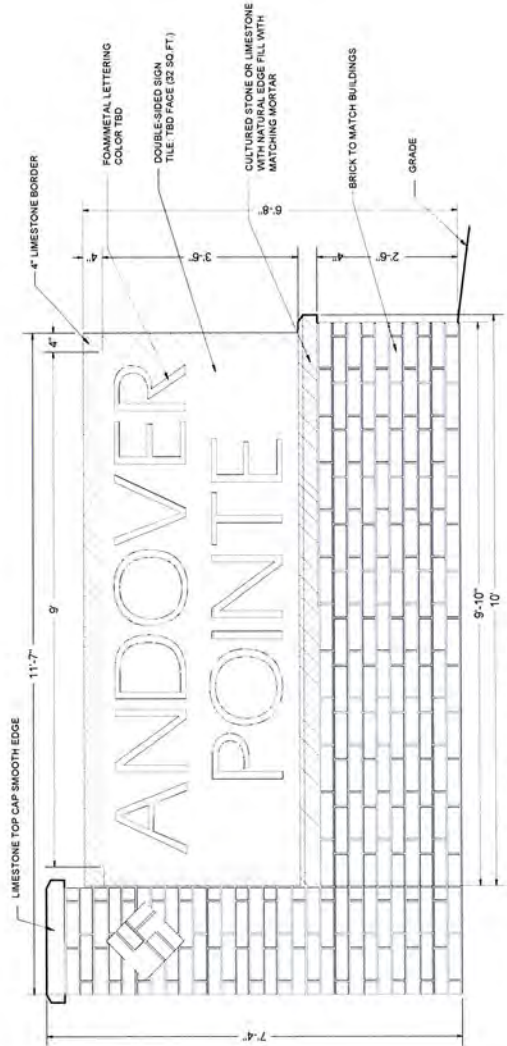
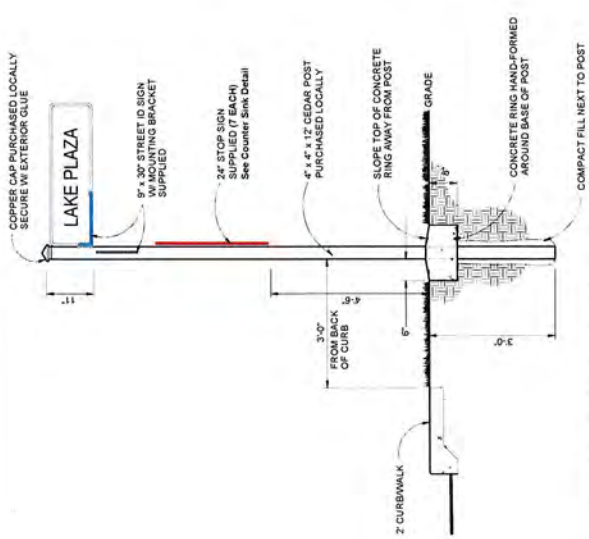
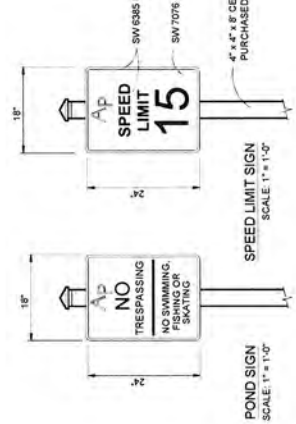
Andover Pointe Apartments La Vista, Nebraska La Sign Plan



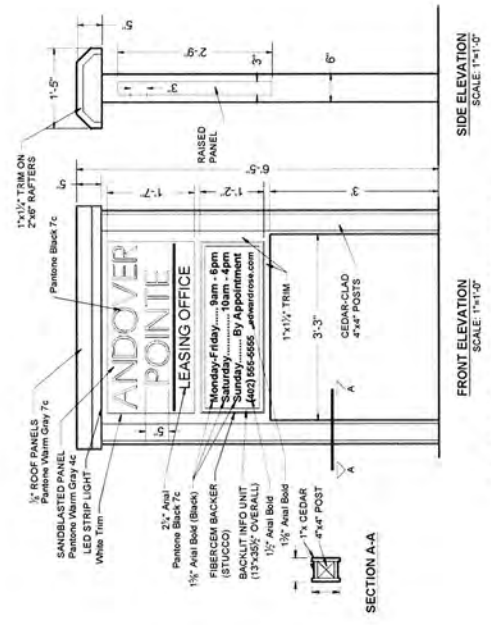
NOTE:
SIGNPOSTS SHOULD BE INSTALLED PARALLEL TO ROADS CROSSINGS (SEE DETAIL).



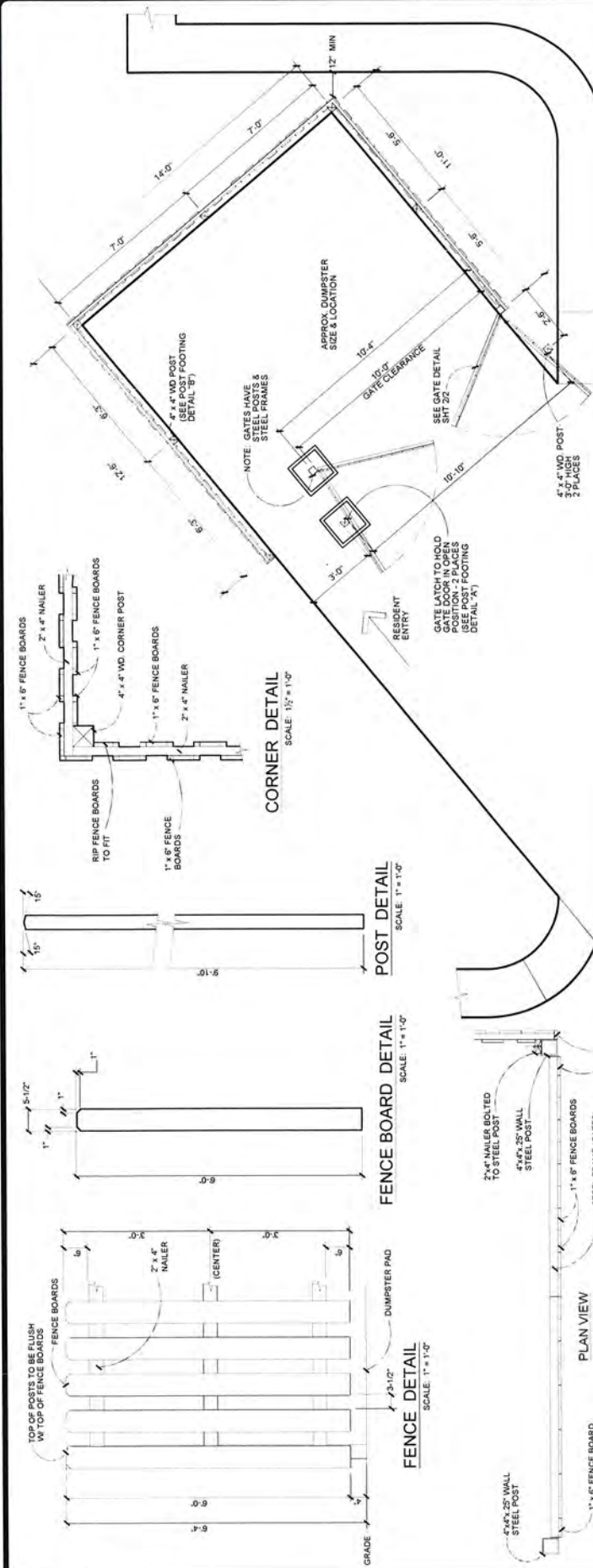
SW 6385 Dover White Lettering and 1/2" Border
SW 7076 Cypress Background



NOTE:
LIGHTING TBD



LEASING SIGN DETAIL



FENCE DIMENSION PLAN
 SCALE: 1/2" = 1'-0"

FENCE ELEVATION
 SCALE: 1" = 1'-0"

GATE FENCING DETAIL
 SCALE: 1" = 1'-0"

FRONT ELEVATION
 SCALE: 1" = 1'-0"

NOTE: ALL CUT ENDS OF PRESSURE-TREATED LUMBER TO BE SEALED W/ WOOD PRESERVATIVE

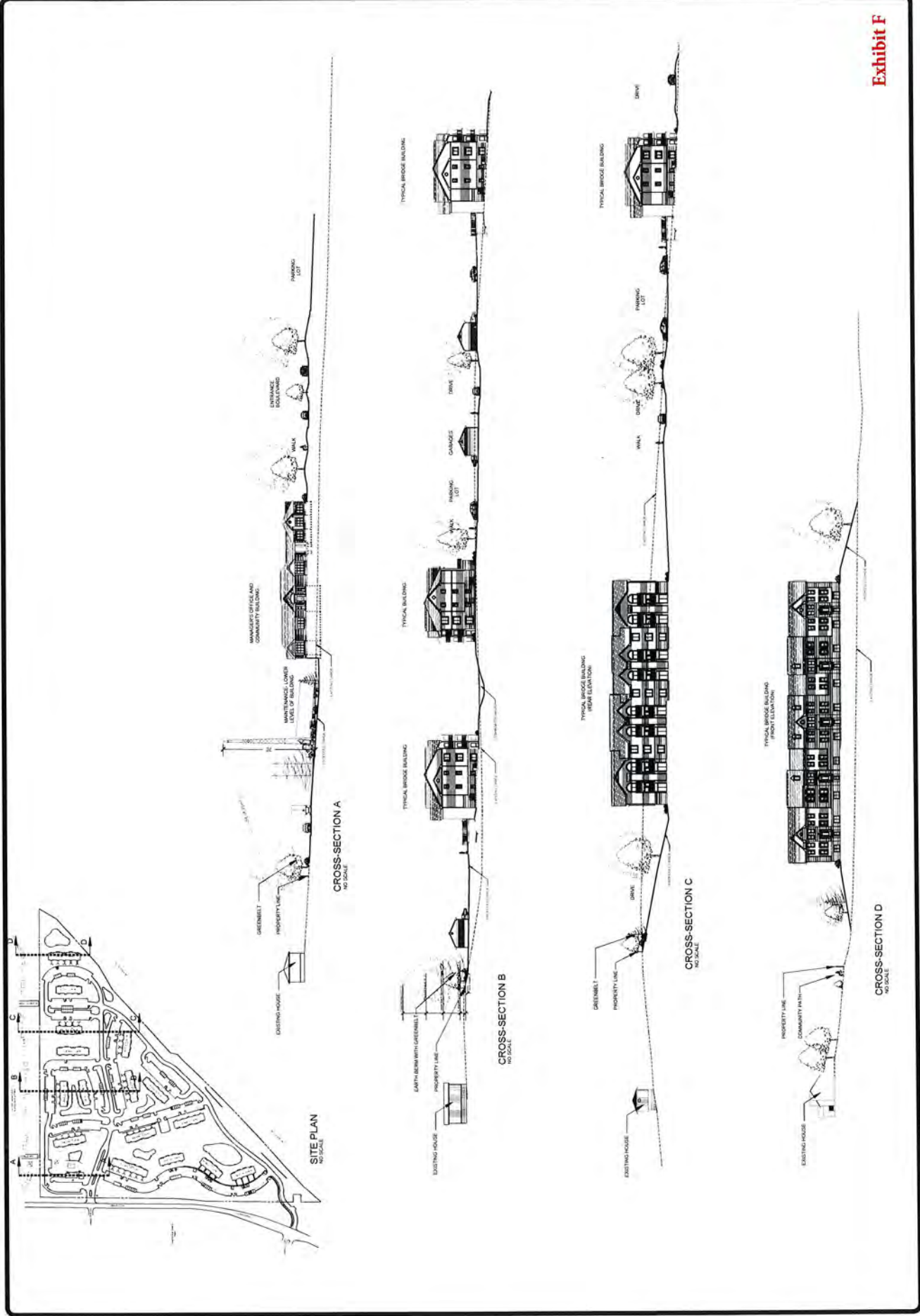
FIRST ALERT (CCBNMFA OR EQUAL) 15" x 4" GANEBOLT FASTEN TO BACK SIDE OF GATES (TYP) (CLEARANCE BETWEEN POSTS)



DATE	DESCRIPTION
05/11/13	Revised P.O. Plans for Residential
02/27/14	Revised P.O. Plans for Residential
07/02/14	Revised P.O. Plans for Residential
08/01/14	Revised P.O. Plans for Residential
08/01/14	Checked
08/01/14	Drawn

Andover Pointe Apartment Homes La Vista, Nebraska Sections

Exhibit F





EDWARD ROSE & SONS

Key	Description	Date
1	Revised #10 D Plans for Residential	10/27/14
2	Revised #10 D Plans for Residential	10/27/14
3	Revised #10 D Plans for Residential	10/27/14
4	Revised #10 D Plans for Residential	10/27/14

Andover Pointe Apartments La Vista, Nebraska Site Lighting Plan

PLAN
PAGE
7



Exhibit H



August 28, 2014

Mark Harrison
Edward Rose Development Company, LLC
6101 Newport Road
P.O. Box 3015
Kalamazoo, MI 49003-3015

RE: Preliminary PUD, Rezoning, Replat, CUP – 3rd Review
Andover Pointe

Mr. Harrison:

Staff has reviewed the revised documents that were provided for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Zoning Regulations for the Preliminary PUD, rezoning and Conditional Use Permit and the Subdivision Regulations for the Preliminary Plat and Final Plat, staff has the following comments:

Preliminary Plat

1. The applicant has revised their plans to show no encroachment onto NDOR right of way for I-80 and therefore would not have to obtain a Permit to Work on State Right of Way. The applicant has also prepared a drainage study indicating that they do not propose to increase the peak flows being discharged onto NDOR right-of-way. They have stated their opinion that they do not need to submit the drainage study to the NDOR. However, since the runoff will be discharged onto NDOR property the drainage study needs to be submitted to the NDOR to avoid future delays or costs related to any claims about inadequate management of storm water runoff. If the applicant does not submit the drainage study to the NDOR and provide a copy of the transmittal of such, then the City will proceed to submit the drainage study to the NDOR for comment. No grading or building permits should be granted until the NDOR has accepted the drainage report.
2. The revised traffic impact analysis has been reviewed by Felsburg, Holt & Ullevig the traffic engineering consultant hired by the City. They have found the revised study to be acceptable. They have noted that existing traffic volumes on 132nd Street warrant a southbound right-turn bay at Chandler Road. However, that is due to existing traffic and will not serve new traffic to or from the proposed Andover Pointe development; therefore, the southbound right-turn bay has not been required as part of the street widening of 132nd Street by this development. Staff has discussed the

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

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phasing of the development with regards to emergency access routes. The proposal shows Phases 1, 2, and 3 being served by a single point of access from 132nd Street. When Phase IV develops, then a second access from 132nd Street would exist. Staff recommends that the applicant consider swapping Phase 2 with Phase 4 (including the road connection to Centech) so that a second access to 132nd Street occurs sooner.

Final Plat

3. The estimate for the construction costs for the widening of 132nd Street remains to be submitted along with a statement as to the source of funding for the widening.

Preliminary/Final PUD Review

4. See comment #2 above.

Design Review

The design review submittal is currently under review by the City's third-party architect. A separate review letter will be provided regarding the design review in the near future.

Draft Conditional Use Permit

The draft Conditional Use Permit is currently under review by the Community Development Department, the City Engineer, and the City Attorney. Comments regarding the draft CUP will be forthcoming.

Draft Subdivision Agreement – Other Agreements

The draft subdivision agreement and other final documents are currently under review by staff and the City Attorney. Their comments on the document will be provided prior to the City Council meeting as the Planning Commission does not review these documents. However, continuing to work on the review and editing of these documents helps to ensure that they will be ready for City Council.

In order for the Preliminary PUD, Rezoning, Replat, and CUP to be considered for review at the September 18, 2014 Planning Commission meeting, revised documents will need to be provided for Planning Commission packets. Please submit 15 full-size and 15 ledger-size (11"x17") revised PUD documents by September 3, 2014 to ensure that the application stays on track for the review by Planning Commission on the 18th of September.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink that reads "Christopher Solberg". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Christopher Solberg, AICP
City Planner

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 331-4343



CERTIFICATE OF APPROVAL

Project Name:

Andover Pointe

Project Address/Legal Description:

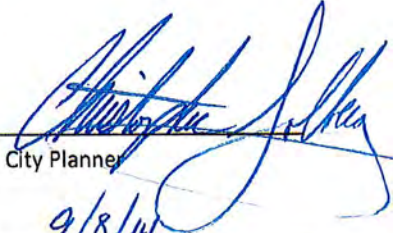
Lots 1 and 2, Bella La Vista

Project Description:

Multi-family housing complex

La Vista Building Design Criteria Review

This certifies that the "exterior design features" related to the above permit(s) for the site listed above has been approved by the City of La Vista.



City Planner

9/8/14

Date

Exhibit I



Front Elevation

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

LANDSCAPING SHOWN IS FOR PRESENTATION PURPOSES. REFER TO SUPPLEMENTAL UNLIMITED LANDSCAPE PLAN.

- MATERIALS & COLOR NOTES:**
- DARK GREY SHINGLES AND DARK GREY TRIM
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS



Andover Pointe Apartments
La Vista, Nebraska

LANDSCAPING SHOWN IS FOR PRESENTATION PURPOSES. REFER TO SEPARATELY SUBMITTED LANDSCAPE PLAN.

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

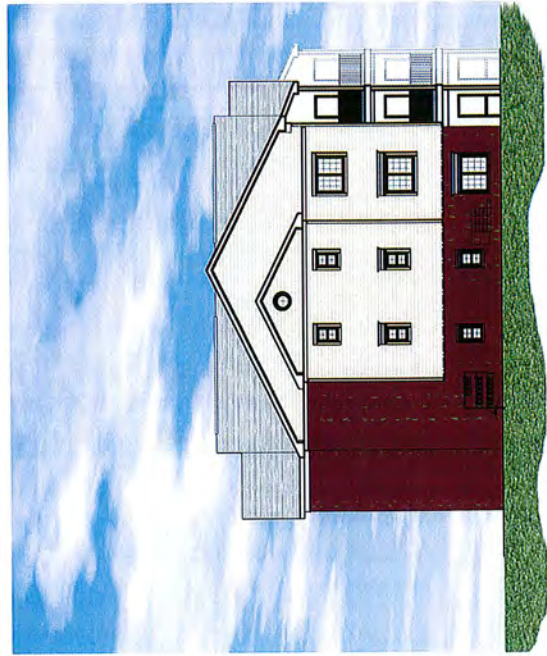


Rear Elevation

- MATERIAL & COLOR NOTES
- DARK BRICK
 - TAN OR GREY SHAKES & VINYL SIDING
 - WHITE TRIM MEDIUM GREY
 - SHINGLE ROOF



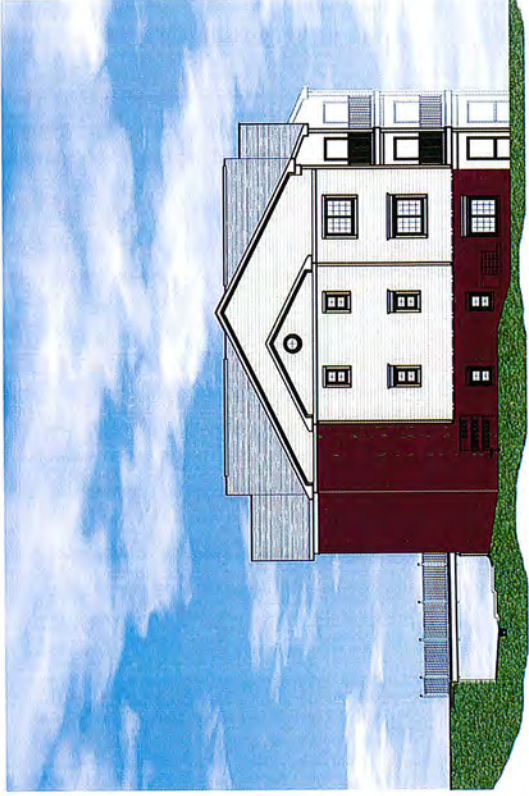
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Right Side Elevation Shown
 (Left Side the Same but Mirrored)

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:**
- TAN OR GREY SHAKES AND VINYL SIDING
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS



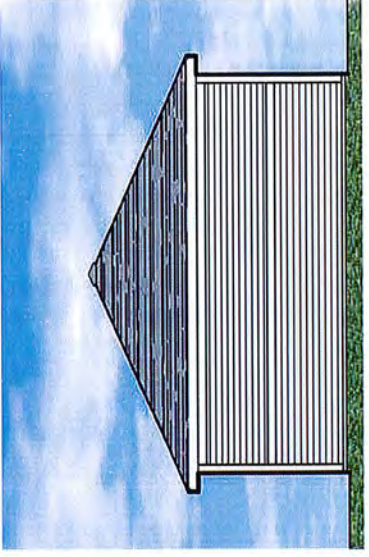
Bridge Building Right Side Elevation Shown
 (Left Side the Same but Mirrored)



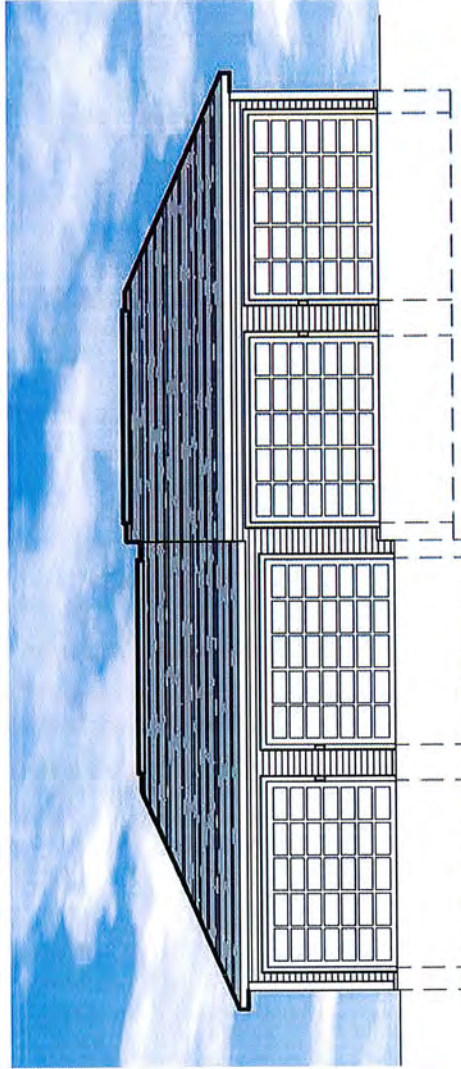
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4-Stall Rear Elevation



Side Elevation



CENTER CABLE TO BE ADDED TO FRONT OF GARAGES WITH SINGLE FINISH FLOOR ELEVATION.

4-Stall Front Elevation

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:**
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 - WHITE TRIM
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 - WHITE GARAGE DOORS

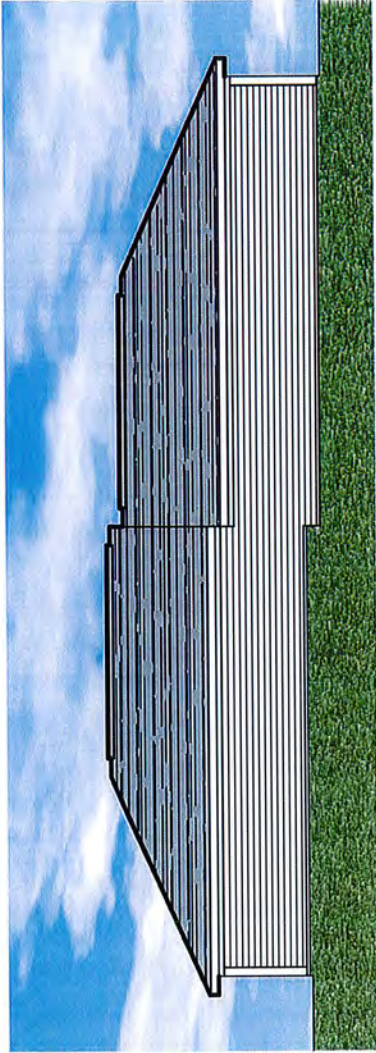
4-Stall Garage Elevation w/ Out Berm

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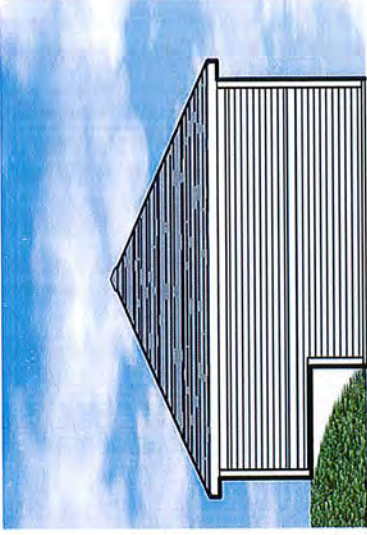
La Vista, Nebraska

Rev. 8-19-14

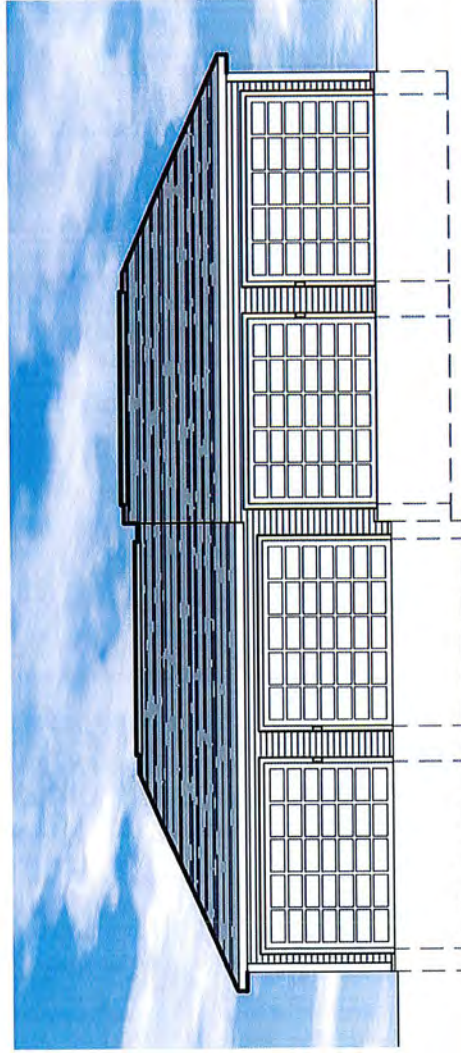




4- Stall Rear Elevation



Side Elevation



CENTER GABLE TO BE ADDED TO FRONT OF GARAGES WITH SINGLE FINISH FLOOR ELEVATION.

4- Stall Front Elevation

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:**
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 - WHITE TRIM
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4- Stall Garage Elevation w/ Hip Roof

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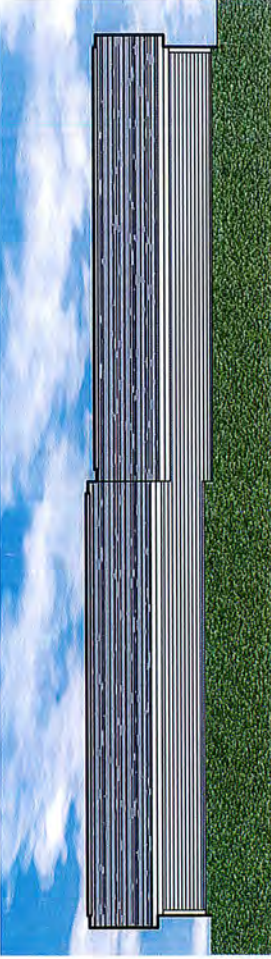
6- Stall Rear Elevation w/ 3 Finish Floor Elevations

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

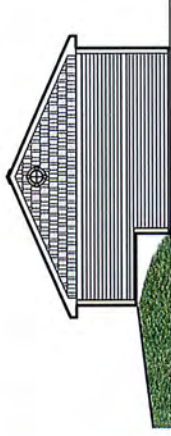
- MATERIALS & COLOR NOTES:**
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 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS



Side Elevation



6- Stall Rear Elevation w/ 2 Finish Floor Elevations

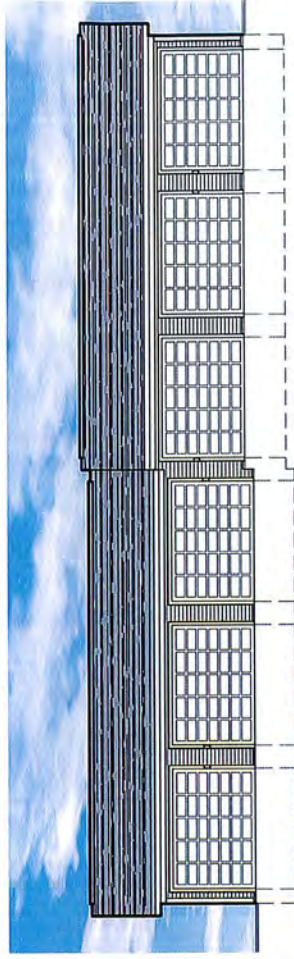


Side Elevation



6- Stall Front Elevation w/ 3 Finish Floor Elevations

CENTER GABLE TO BE ADDED TO FRONT OF GARAGES WITH SINGLE FINISH FLOOR ELEVATION.



6- Stall Front Elevation w/ 2 Finish Floor Elevations

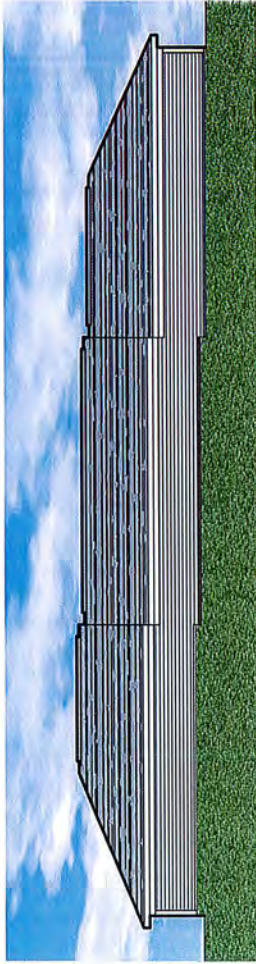


6- Stall Garage Elevation w/ Gable Ends

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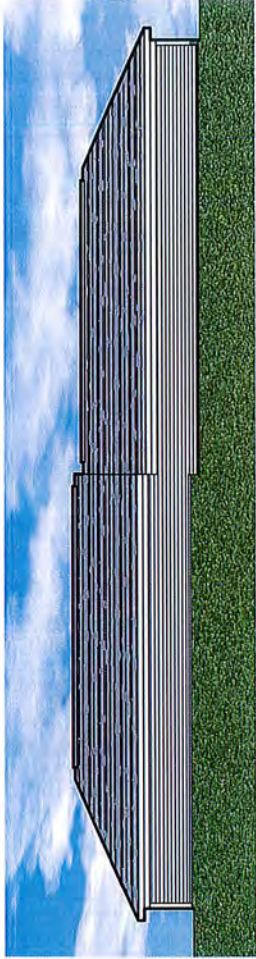
6- Stall Rear Elevation w/ 3 Finish Floor Elevations



Side Elevation

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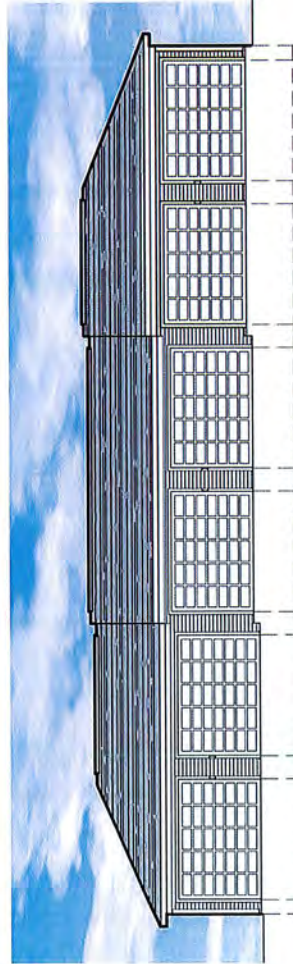
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6- Stall Rear Elevation w/ 2 Finish Floor Elevations

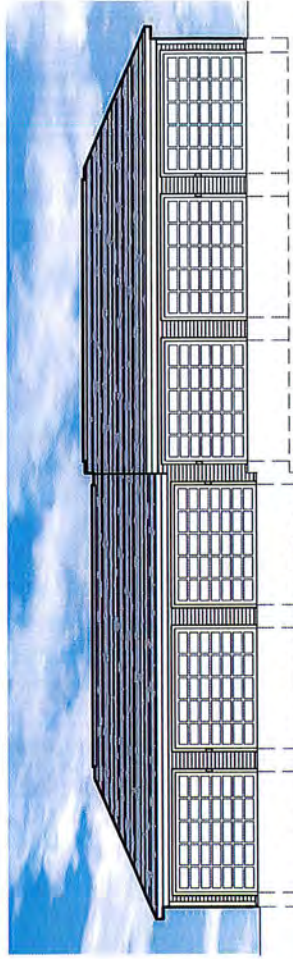


Side Elevation



6- Stall Front Elevation w/ 3 Finish Floor Elevations

CENTER CABLE TO BE ADDED TO FRONT OF GARAGES WITH SINGLE FINISH FLOOR ELEVATION.



6- Stall Front Elevation w/ 2 Finish Floor Elevations



6- Stall Garage Elevation w/ Hip Roof

Andover Pointe Apartments

La Vista, Nebraska

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