Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition: Aksarben Village Replat 18
SID #: n/a

[Checkboxes: Preliminary, Revised Preliminary, Final]

Owner(s)
Georgetown Zone 3 LLC
Zone 3 Commons LLC

Applicant: Nodle Companies
Contact: Joe Flaxbeard

Address: 2285 S 67 St. #250 Omaha, NE 68106
Address: 14710 W Dodge Road, Suite 100 Omaha, NE 68154

Phone #: 402-496-1616
Phone #: 402-496-2498

General Location/Address: 2210 S 64th Avenue Omaha, NE 68106

Total Area: 3.505 Acres
Total Lots: 8 lots, 2 outlots

Existing Zoning: MU
Projected Total Taxable Valuation: $ --

Development Plans:

<table>
<thead>
<tr>
<th>Lot#s</th>
<th>Zoning</th>
<th>Total Lots</th>
<th>Acres</th>
<th>Residential (No. of Units)</th>
<th>Office/Commercial (Square Feet)</th>
<th>Value/Price (w/Improvements)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-8, OL A-B</td>
<td>MU</td>
<td>8</td>
<td>3.505</td>
<td></td>
<td></td>
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Yes ☒ No ☐ A property owners' association is to be formed. If yes, attach copies of covenants.

☐ ☒ Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.

☐ ☒ Waivers to design standards, improvements or plat certifications are proposed. If yes, attach a request letter.

☒ ☐ This subdivision will be processed as a series of phased final plats. If yes, include phase boundaries on the preliminary plat. Changes in boundaries will require a revised preliminary.

If you have any questions about this application form or submission dates, please contact the Current Planning Division at 444-5150.

Owner's Signature: ____________________________
Date Submitted: 3/8/19

Applicant Signature (if not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.):

Print or Type Name of Applicant: Jay Nodle
March 11, 2019

Mr. Eric Englund
Planning Department
1819 Farnam Street, Suite 1100
Omaha, NE 68183-1100

REFERENCE:
Preliminary and Final Plat Application (Minor Plat)
Aksarben Village Replat 18, Lots 1-8 and Outlots A-B, Inclusive
LRA Job No. 0118200.01-003

Dear Mr. Englund:

We are submitting the combined preliminary and final plat application materials for a minor plat for Aksarben Village Replat 18, Lots 1-8 and Outlots A-B, inclusive. We are also submitting a major amendment to the Development Agreement. We are also requesting a waiver to Chapter 53 for sidewalk requirements. Please place this minor plat on the April Planning Board Agenda.

Submitted herewith are application materials for the project. Documents enclosed are as follows:

1. Application for Subdivision Plat (concurrent preliminary and final minor plat).
2. Preliminary Plat - 10 copies.
3. Final Plat - 8 copies.
4. Reduced copy of the Final Plat (8 ½” x 11") - 1 copy
5. Signed Final Plat - 2 copies.
6. Draft short form Subdivision Agreement with Exhibits A and B
7. Major Amendment to the Mixed Use Development Agreement.
8. Request letter to waive Chapter 53 sidewalk requirements.
9. A check made payable to the City of Omaha in the Amount of $988.20 for the minor plat and the major amendment; ($621.00 + $367.20 = $988.20).
10. CD of the submittal documents.

Please call if you have questions or need more information.

Sincerely,

LAMP RYNEARSON

Joseph T. Flaxbeard, P.E.
Project Manager

Enclosures
March 8, 2018

City of Omaha
Planning Department
1819 Farnam Street
Omaha, NE 68183

RE: Request for waiver of Chapter 53-9 (sidewalks)

Members of the Planning Board and City Staff,

The following is a request for waiver of sidewalks as it pertains to several locational requirements regarding the townhouse project at 2210 South 64th Avenue; also known as Aksarben Village Replat 18, Lots 1-7 & Outlots A & B.

We are requesting a total waiver from the sidewalk requirements as it pertains to the access drive on the west side of the townhomes. This access drive serves as a driveway for the unit’s garages and is not intended to act as a pedestrian corridor for the general public. This type of waiver has been approved in many recent townhome developments throughout midtown and downtown Omaha. We are also requesting a total waiver as it relates to the drive aisle on the north side of the structure. As our setback from the back of curb/building face is only five feet, it will be impossible to accommodate a sidewalk within that area as there will also need to be meters adjacent to the building with screening. We are unable to create a larger setback, as moving the structure south would require the reconstruction of a major water main, which is not economically feasible with this project. Additionally, per the attached photo, the requested sidewalk would dead-in on the west side of the property into an existing garage wall, making the sidewalk unusable and dangerous.

Finally, while we agree that a pedestrian connection from the garage entrance on the southwest side of the development to the sidewalk on the east of the development is necessary, we are requesting that the design regulations be waived so that we have the flexibility to construct a pedestrian pathway more in design with the aesthetic of our development. This may include a back of curb walk or a more creative, landscaped pathway that meanders along the southside of the structure. In any event, this pedestrian pathway will not be in the public right of way.

Thank you for your time and please let me know should you have any questions,

Todd Swirczek
VP of Development
Noodle Companies
AMENDMENT TO DEVELOPMENT AGREEMENT

This MAJOR AMENDMENT to Development Agreement is made and entered into this___ day of ___ , by and between THE CITY OF OMAHA, NEBRASKA, a municipal corporation of the State of Nebraska (City) and NODDLE HOMES 1, LLC ("DEVELOPER")

WITNESSETH:

WHEREAS, the parties entered into a Development Agreement dated October 3, 2006 providing for the terms and conditions for the development of the subject property located at 2210 s. 64th Avenue; and

WHEREAS, The Developer desires to amend the Development Agreement in the following respects, and the City agrees to the same.

NOW, THEREFORE, the following is agreed between the parties hereto:

1. Exhibit A to the original agreement is repealed in its entirety and the attached Exhibit A is substituted in its place.
2. Exhibit B to the original agreement is amended by adding thereto the site plan of the development proposed for Aksarben Village Replat 19 Lots 1-8 and Outlots A-B, Inclusive, attached hereto as "Exhibit B- Replat 19".
3. Exhibits B1 and B2 are hereby added to the existing development agreement.
4. Setback from sidewalk along 64th Avenue is reduced from 15 feet to 10 feet at building foundation.

In all other respects, the Agreement shall remain in full force and effect, and it is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this amendment to the Development Agreement on or before the day and year first above written.

DEVELOPER: ___________________________

By __________________________

Date 3-7-19

STATE OF NEBRASKA _______________

) ss.: _______________

COUNTY OF DOUGLAS _______________

The foregoing instrument was acknowledged before me this ___ day of March, 2019, by

Jay B. Nodle, on behalf of the Developer.

General Notary - State of Nebraska
JENNIFER RASMUSSEN

CITY OF OMAHA, NEBRASKA

By, Mayor
LOT LIST
AKSARBEN VILLAGE Lots 1, 2, 6, & 9
AKSARBEN VILLAGE Replat 2 Lot 1
AKSARBEN VILLAGE Replat 3 Lots 1 & 2
AKSARBEN VILLAGE Replat 4 Lots 18 & 2
AKSARBEN VILLAGE Replat 6 Lots 1, 2, 3, & 4
AKSARBEN VILLAGE Replat 9 Lot 1
AKSARBEN VILLAGE Replat 10 Lots 1 & 2
AKSARBEN VILLAGE Replat 11 Lots 1, 2, 3, & 7
AKSARBEN VILLAGE Replat 13 Lots 1 & 2
AKSARBEN VILLAGE Replat 14 Lots 1 & 2
AKSARBEN VILLAGE Replat 15 Lots 1, 2, & 3
AKSARBEN VILLAGE SOUTH Lot 1 & 2
AKSARBEN VILLAGE Replat 16 Lots 1-8 and Outlots A-F, Inclusive
AKSARBEN VILLAGE Replat 18 Lots 1-8 and Outlots A-B, Inclusive
SUBDIVISION AGREEMENT

[Insert name of] AKSARBEN VILLAGE REPLAT 18, LOTS 1-8 AND OUTLOTS A-B

This Subdivision Agreement, made this _____ day of _________________, 20 ___ by and between __________________________, a Nebraska Corporation (hereinafter referred to as “SUBDIVIDER”), and the CITY OF OMAHA (hereinafter referred to as “CITY”).

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit “A” (hereinafter referred to as “PROPERTY”), and,

WHEREAS, the Subdivider proposes to build public and private improvements on the property; and,

WHEREAS, the Subdivider proposes to cause the construction of public improvements in the area to be developed utilizing Tax Increment Financing (T.I.F.) proceeds; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the property to the sewer system of the City of Omaha; and,

WHEREAS, the Subdivider and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public improvements. Attached hereto as Exhibit “B” and incorporated herein by reference are plats showing the public improvements to be installed on the property, i.e. storm sewer, sanitary sewer, and paving of public streets (hereinafter referred to as “IMPROVEMENTS”). All improvements must receive the approval of the Public Works Department of the City prior to construction.

2. Water, gas, and electrical power. Water, gas and electrical power mains exist to serve the site. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to the City within four months from the date of this Agreement.

3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvement following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code.

Rev. 7/2/2018
4. **Payment for improvements.** The Subdivider shall pay the cost of all the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and charges by the Omaha Public Power District for Underground electrical service or overhead power installations.

5. **Sidewalks.** The Subdivider shall cause sidewalks along both sides of all public streets within the area to be developed to be constructed according to the following schedule:
   a. Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65% of the abutting footage on such side have been developed. A lot shall be developed for the purpose of this section when a dwelling has been constructed on the lot.
   b. Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather shall permit.
   c. In any event, all sidewalks shall be constructed upon both sides of all public streets within the property within three years of the recording of the subdivision plat.

6. **Right to connect to City sewer system.** The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the property to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees.

7. **Interceptor Sewer Fee.** The owner of each lot shall make payment to the City of Omaha for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for 2018, the fee would be as follows:

   Lots ______, MU, ______ Acres @ $7,048.00 $________
   Lots ______, Single Family or Duplex Residential, ______ Units @ $1,298.00 $________
   Lots ______, Multi Family Residential, ______ Units @ $1,012.00 $________

   TOTAL: $________

8. **Watershed Management Fee.** The owner of each lot shall make payment to the City of Omaha for Watershed Management Fees. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for 2018, the fee would be as follows:

   Lots ______, MU, ______ Acres @ $7,048.00 $________
   Lots ______, Single Family or Duplex Residential, ______ Units @ $1,298.00 $________
   Lots ______, Multi Family Residential, ______ Units @ $1,012.00 $________

   TOTAL: $________

Rev. 7/2/2018
Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for FY2019, the fee would be as follows:

Lots ________ Commercial/Industrial/Mixed Use/Institutional, ________ Acres @ $4,842.00 $__________

Lots ________ 2-8 Single Family or Duplex Residential, ________ Units @ $908.00 $6,356.00

Lots ________ Multi Family Residential, ________ Acres @ $3,995.00 $__________

TOTAL: $__________

9. Park Fees. The owner of each lot shall make payment to the City of Omaha for Park Fees.

Trails / Boulevard Fee. There will be no platting fees for trails and boulevards. A Trail and Boulevard Fee will be assessed at the time of building permit.

Community Parks. Approximately fifty percent (50%) of the Community Park (CP) Fee will be paid by the Subdivider at the time of final platting. This portion of the CP Fee is calculated on a per-acre basis as follows:

Lots ________ Residential, ________ Acres @ $400.00 per acre $__________

Lots ________ Commercial or Industrial, ________ Acres @ $750.00 per acre $__________

TOTAL: $__________

The remaining portion of the Community Park Fee will be assessed at the time of building permits on a per-lot basis.

10.8 Outlots. Outlots ________ A-B shall be used for __________________ common space for utilities and landscaping and will be owned and maintained by the Association.
 Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.

ATTEST: CITY OF OMAHA

CITY CLERK OF THE CITY OF OMAHA MAYOR

APPROVED AS TO FORM: DEVELOPER:

_________________________________ _________________________________ Date

subagree

Rev. 7/2/2018
SANITARY SEWER EXTENSION TO SERVE 7 RESIDENTIAL UNITS.

REMOVAL OF EXISTING ON-STREET PARKING FOR LANDSCAPING PURPOSES