



City of Omaha
Jim Suttle, Mayor

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1100
Omaha, Nebraska 68183
(402) 444-5150
Telefax (402) 444-6140

R. E. Cunningham, RA, F.SAME
Director

10 APR 23 PM 1:33

May 4, 2010

Honorable President

and Members of the City Council,

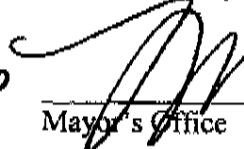
The attached Ordinance approves a Mixed Use Development Agreement for property located Northeast of 180th and Pacific Streets (Pacific Springs Place). The agreement provides site development standards and assures that the subject site is developed in accordance with the approved agreement.

Respectfully submitted,

Referred to City Council for Consideration:


R. E. Cunningham, RA, F.SAME
Planning Director

23 April '10
Date


Mayor's Office

23 April 2010
Date

pln9001mrc

ORDINANCE NO. _____

AN ORDINANCE to approve a Mixed Use Development Agreement for property located Northeast of 180th and Pacific Streets between the City of Omaha and Hy-Vee, Inc., providing site development standards; and to provide for an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the City of Omaha, in the interest of maintaining public health safety, and welfare, desires to assure that the property located Northeast of 180th and Pacific Streets is developed in accordance with the provisions of the Mixed Use Development Agreement attached hereto and made a part hereof by reference.

Section 2. That if this Ordinance, or portion thereof, is found to be invalid, any zoning ordinance applicable to such site shall not be invalidated for such reason.

Section 3. That this Mixed Use Development Agreement is hereby approved.

Section 4. That this Ordinance shall be in full force and take effect fifteen (15) days from and after the date of its passage.

INTRODUCED BY COUNCILMEMBER

APPROVED BY:

PASSED _____

MAYOR OF THE CITY OF OMAHA DATE

ATTEST:

CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:



CITY ATTORNEY

4-23-10

DATE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to Section 55-561 thru 55-564 of the Zoning Ordinances of the City of Omaha, made and entered into this 3rd day of February 2010, by and between THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, (hereinafter "City") and Hy-Vee, Inc., (hereinafter "Developer").

WITNESSED:

WHEREAS, Developer is the legal owner of the real estate described on the attached **Exhibit A**, which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Section 55-561 thru 55-564 of the City Zoning Ordinances for the development of a commercial project;

WHEREAS, in accordance with the requirements of the Omaha Municipal Code (OMC), Developer has presented a Development Plan (**Exhibit B**) to the City; and

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that such project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City; and

WHEREAS, Developer is willing to commit itself to the development of a project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the development and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to Pacific Springs Place.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Definitions

For the purposes of this Agreement the definitions in the OMC, Chapter 55, Article II, shall apply. In addition, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a site improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and miscellaneous costs.
- B. "Site improvement" shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

- D. "Office" shall mean a building designed and constructed to provide office occupancy. Such building would be characterized by a single primary entrance, a central lobby serving as access to tenant suites, and when appropriate, multiple stories.
- E. "Internal main street" shall mean a street that has building fronting on it and on which on-street parking is allowed.
- F. "Internal street: shall mean a street that provides for pedestrian and vehicular circulations within and may provide a connection through a Mixed Use (MU) District to adjacent residential district(s).

Development Plan

- A. Except as otherwise permitted in this Agreement, the project shall be developed in accordance with the City of Omaha Master Plan, and the City of Omaha Zoning and Subdivision regulations, the terms and conditions of this Agreement, and the Development Plan which is attached hereto as Exhibit B (and includes Exhibits B-1 through B-8) and by this reference incorporated herein.
- B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which the developer intends to meet the requirements of this agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use or type of the buildings or other site improvements.
- C. Developer reserves the right to modify the Development Plan by minor amendment provided that such modifications conform to the provisions of Chapter 55, OMC, the terms of this agreement and Article X and Article XXII. All changes relating to waiver or reduction of regulatory standards shall be considered major amendments to be reviewed by the Planning Board and approved by the City Council.
- D. Except as provided in the text of this Agreement, in the event there is a conflict between the dimensions shown on the Development Plan and Article X or Article XXII relating to site development, parking, landscaping or signage regulations, the more restrictive shall apply.
- F. Exhibits and site plans attached do not exempt the developer from meeting the requirements stated in the MU-Mixed Use District per Section 55-563, and the Urban Design Article, Article XXII, OMC. If any of the provisions are intended to be waived or reduced in any manner a special description for such instances are described in Exhibit G.
- E. The Developer should provide a copy of this agreement to any future tenants in this development. As a minimum it should be included as part of the disclosure of restrictions in any sales or lease agreement. This will avoid confusion and loss of time for the tenant during the permit review process.

Installation of Public Improvements

- A. Developer agrees to commence the timely and orderly installation of the public improvements (the "Public Improvements") as provided for and described in **Exhibit B** following execution of this Agreement pursuant to appropriate provisions of the OMC. The installation of such improvements may occur concurrently with private improvements on the site, but shall be completed prior to an occupancy certificate being issued for the project unless otherwise provided by the terms of this agreement.
- B. Prior to the commencement of the construction of the Public Improvements Developer shall submit to the Public Works Department plans and specifications for such improvements, adequate liability insurance and indemnity in favor of the City, and adequate material and labor bonds. All plans shall be prepared by an approved licensed professional engineer and shall be subject to review and approval by the Public Works Director.

Permitted Uses

- A. Except as otherwise allowed by this agreement, Lots 1-8, shall be developed in accordance with the applicable permitted uses allowed in the MU-Mixed Use District per Section 55-563, OMC.
- B. A minimum of 72,778 square feet of total land area (ten percent (10%) of the site area) shall be reserved for office uses only.
- C. A maximum of 87,333 square feet of total land area (twelve percent (12%) of the site area) may be used for Restaurant (drive-in or fast-food) as defined in Section 55-45, (aa), (1), OMC.

Site Development Regulations

- A. Except as otherwise permitted in this agreement, Lots 1-8 shall be developed in accordance with the site development regulations of Article 10 and Article 22 and the CC Zoning District except as modified by the terms in **Exhibit B**. Site development regulations for the CC Zoning District are listed below:

Regulated	Requirement
Lot area	5,000 square feet minimum
Lot width	50 feet minimum
Floor area ratio	1.0 maximum
Front yard	25 feet minimum
Street side yard	15 feet minimum
Interior side yard	No requirement

Rear yard	15 feet
Height	60 feet maximum; 45 feet maximum where building is within 100 feet of property classified as R6 or lower intensity district
Building coverage	60 percent maximum
Impervious coverage	85 percent maximum

- B. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:
1. Any changes that affect the required Urban Design Article and Mixed Use District regulations shall include, as an attachment to the building permit application, an application for a revision to the Development Plan (**Exhibit B**) including the affected lots.
 2. The changes shall be consistent with the design criteria established for the area.
 3. Any changes determined by the Planning Director to be inconsistent with the design criteria shall be considered a major amendment to this agreement and will require review by the Planning Board and approval by the City Council.
- C. This project will be developed using specific design criteria required by the Urban Design Article. Attached hereto as exhibits is an overall Development Plan (**Exhibit B**) which provides general development plans for each lot. These plans depict in both design form and a quantified listing of specific design features and improvements required to be installed with each lot at the time of building development.
- D. So long as the site development regulations or design criteria are not violated, Developer may reduce or increase the number of lots as shown on the Development Plan by revising lot lines, combining, or dividing lots.
1. The City may, by Administrative Subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan.
 2. An application for an Administrative Subdivision to make such changes shall include as an attachment a revision to the Development Plan (**Exhibit B**) and Sign Plan (**Exhibit C**) as a Minor Amendment to the Development Agreement.
 3. When a subdivision cannot be done administratively all changes shall be shown on a revised attachment to the Development Plan (**Exhibit B**) and Sign Plan (**Exhibit C**) as a Major Amendment to the Development Agreement.

E. Specific information regarding special allowances for this development may be found in Exhibit G.

Parking

- A. Parking for the project shall be in accordance to the Parking Plan found in Exhibit B, attached hereto and made a part hereof. The parking shall meet or exceed the minimum requirements of the provisions of the OMC, Chapter 55, Article 14, Off-Street Parking and Loading.
- B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the site plan, within the boundaries of any platted lot.
- C. Uses that may have complementary parking demands can result in a parking requirement that is less than the sum of required parking for each use considered separately. In such cases an adjustment in the total parking requirement may be authorized by approval from planning board as long as an updated Parking Plan (Exhibit B) is submitted.
- D. On street parking located in the public right of way within a mixed use development may be counted toward the required off street parking of the adjacent lot or as part of the Parking Plan as described in Exhibit B.

Landscaping/Open Space/Plaza Space

- A. Landscaping for the project shall be according to the Landscape Plan found in Exhibit B, attached hereto and made a part hereof. The landscaping proposed must meet or exceed the minimum requirements of the provisions of the OMC, Chapter 55, Article 13, Landscaping and Screening Section 55-564(d), 55-711 and Chapter 55, Article 22 Urban Design, Section 55-924, and 55-928.
- B. At least one location shall be provided where buildings are grouped together to form a *distinctive space and focal point for public access and pedestrian activity*. The pedestrian oriented space (the "Plaza/Open Space") created by the grouping of buildings shall meet the criteria of Section 55-564(e), and shall include the following: (1) For Lot 1, three thousand and thirty-two (3,032) square feet of plaza/open space, sidewalks and paved pedestrian areas, a bench, a bike rack, a sculpture feature, and crosswalks to Lots 7 and 8; (2) For Lot 8, eleven thousand two-hundred and sixty three (11,263) square feet of plaza/open space, sidewalks and paved pedestrian areas, a bike rack, two (2) benches and a sculpture feature; and (3) For Lot 7, three thousand two-hundred and twenty-seven (3,227) square feet of plaza/open space, sidewalks and paved pedestrian areas, a bike rack, two (2) benches, planters, and a sculpture feature. The Plaza/Open Space for Lots 1, 7, and 8 are designated on the Development Plan (Exhibit B). The Plaza/Open Space associated with Lot 7 and Lot 8 will be constructed concurrent with construction of the buildings on each of those lots. The Plaza/Open Space associated with Lot 1 will be constructed concurrent with either the grocery store, or with the 5,000 square foot retail building attached to the grocery store (the "Adjacent Retail Building"), or

with the development of Lots 7 and/or 8. Construction of the Adjacent Retail Building will begin only after that space has been leased by Tenants. During the time period between construction of the grocery store and the Adjacent Retail Building, the space to be occupied by the Adjacent Retail Building shall be landscaped.

- C. The landscape plan provides pedestrian accessible and functional plazas, parks, pathways, lakes or similar types of common open space features. The minimum open space, paved or un-paved, shall be equal to not less than 14,900 square feet of total land area (ten percent (10%) of the minimum total office/commercial square footage), in addition to any other required landscaping. Specific required open space areas are designated on the Landscape Plan in **Exhibit B**.
- D. If a sidewalk exceeds 10 feet in width, then the excess width of the sidewalk may be counted toward the required open space.
- E. Storm water detention areas designed as open spaces that are publicly accessible and may be included within the ten (10%) percent open space requirement set forth in section 55-564 (h)
- F. All fences shall be subject to a fence permit issued by the City of Omaha. All fences must be approved on a site plan unless also described within the text of the agreement. Fences shall not interfere with pedestrian area or required open space and will be reviewed for design compatibility. Fences not approved with the original agreement shall require a minor amendment and be approved by the Planning Director.

Sidewalks and Pedestrian Features

- A. Sidewalk area requirements shall comply with the standards in Sections 55-564(d) and Section 55-924 of the Urban Design article.
- B. All internal streets and internal main streets shall be lined with street trees and meet the minimum sidewalk area and landscaped area requirements of Section 55-924.
- C. An internal sidewalk system shall be provided to connect between the entrances of all buildings and adjacent developments as shown on the Development Plan (**Exhibit B**). Internal sidewalks on each lot shall be installed at the time of building construction on that lot.
- D. All sidewalks adjacent to internal main streets or internal streets shown on the plan shall be installed at the time of building construction on the corresponding lot. As an alternative, the developer may post a bond with Permits and Inspections, running to the City of Omaha, in an amount sufficient to assure the total cost of sidewalk construction.
- E. Buildings located on lots adjacent to perimeter streets must have access to both the perimeter and internal sidewalk system.

Signage

- A. Signage for the project shall be in accordance with the Sign Plan (Exhibit C) attached hereto and made a part hereof. The signage shall meet the minimum requirements of the OMC, Chapter 55, Article 18, Signs and Street Graphics, Sections 55-564(f)(3), 55-933, and 55-935(d) Lots 1-8 shall have the right to separate signage that will be installed pursuant to the applicable sign standards in Exhibit D.
- B. One center identification sign will be allowed per full turn-access up to a maximum of three signs for centers ten acres or larger in size. Centers that are a minimum of ten (10) acres with no full turn access will be allowed one business center identification sign. The project will have 3 center identification sign(s) on Outlots A, B, and C, which are included in the total sign budget (Exhibit C). The general location of the center identification sign is shown on the Development Plan (Exhibit B). A detailed site and design plan for the center identification sign showing setback, height, area, and advertising features is attached as part of Exhibit C and Exhibit D.
- B. All other signage will be limited to wall signs, projecting signs, or ground monument signs, all as defined in Article 18, Chapter 55, OMC.
- C. No pole signs shall be allowed. Directional and information signs not exceeding four (4) square feet per sign face with no advertising copy on them, and located within parking lots, parking structures, and outlots are exempt from the sign budget.
- D. Any building that contains multiple retail establishments shall have a sign plan to ensure continuity of the identification signs of all the establishments within the building.
- E. A Sign Budget is attached hereto as Exhibit C. The permitted sign area for each lot is based on the frontage of each lot in relation to the total net street frontage in the development. The total sign budget for the development is 4,400 square feet. The owner of each lot may allocate its pro-rata share of this sign budget for each lot between and among the various permitted sign types, and between and among the separate structures located or to be located on each lot.
- F. Allocated sign budget amounts may be transferred between lots on a square foot to square foot basis when an amended agreement Exhibit C is filed with the Planning Department specifying the increase or decrease in budget for each lot.
- G. All signs will be installed subject to a sign permit from the City of Omaha. Unless provided for in this agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

Miscellaneous Provisions

- A. The Mayor of the City of Omaha shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord

with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached **Exhibit A**.

- B. Nondiscrimination. Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.
- C. Applicable Law. Parties to this contract shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- D. Interest to the City. Pursuant to Sec. 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City of Omaha shall have a financial interest, direct or indirect, in any City of Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Omaha shall render the contract voidable by the Mayor or Council.

List of Exhibits:

- Exhibit A - Plat and Legal Description of Pacific Springs Place**
- Exhibit B - Development Plan, including Parking and Landscape Plans**
- Exhibit B_G- Grading Plan**
- Exhibit B-1 - Lot 1 Development Plan Enlargement**
- Exhibit B-2 - Lot 2 Development Plan Enlargement**
- Exhibit B-3 - Lot 3 Development Plan Enlargement**
- Exhibit B-4 - Lot 4 Development Plan Enlargement**
- Exhibit B-5 - Lot 5 Development Plan Enlargement**
- Exhibit B-6 - Lot 6 Development Plan Enlargement**
- Exhibit B-7 - Lot 7 Development Plan Enlargement**
- Exhibit B-8 - Lot 8 Development Plan Enlargement**
- Exhibit C - Sign Plan & Budget**
- Exhibit C1-C3- Conceptual Sign Details**
- Exhibit D - Sign Standards**
- Exhibit E - Intentionally Omitted**
- Exhibit F - Urban Design Criteria**
- Exhibit G - Design Allowances Made for Pacific Springs Place**

THE SIGNATURE PAGE FOLLOWS

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

DEVELOPER:

By 

Randall B. Edeker, President

Date 2/3/10

By 

Stephen Meyer, Secretary

Date 2/3/10

CITY OF OMAHA, NEBRASKA:

By _____ Mayor

Approved as to form:

 4-26-10
Assistant City Attorney

Attest:

By _____ City Clerk

STATE OF Iowa)
) SS.
COUNTY OF Polk)

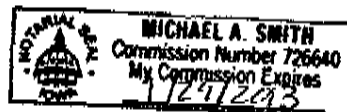
On this 3rd day of February, 2010, before me personally appeared Randall N. Edeker and Stephen Meyer, to me personally known, who being by me duly sworn did say that they are the President and Secretary, respectively, of Hy-Vee, Inc., and that said Development Agreement was signed and sealed on behalf of said corporation by authority of its directors and said individuals acknowledged said instrument to be the free act and deed of said corporation.

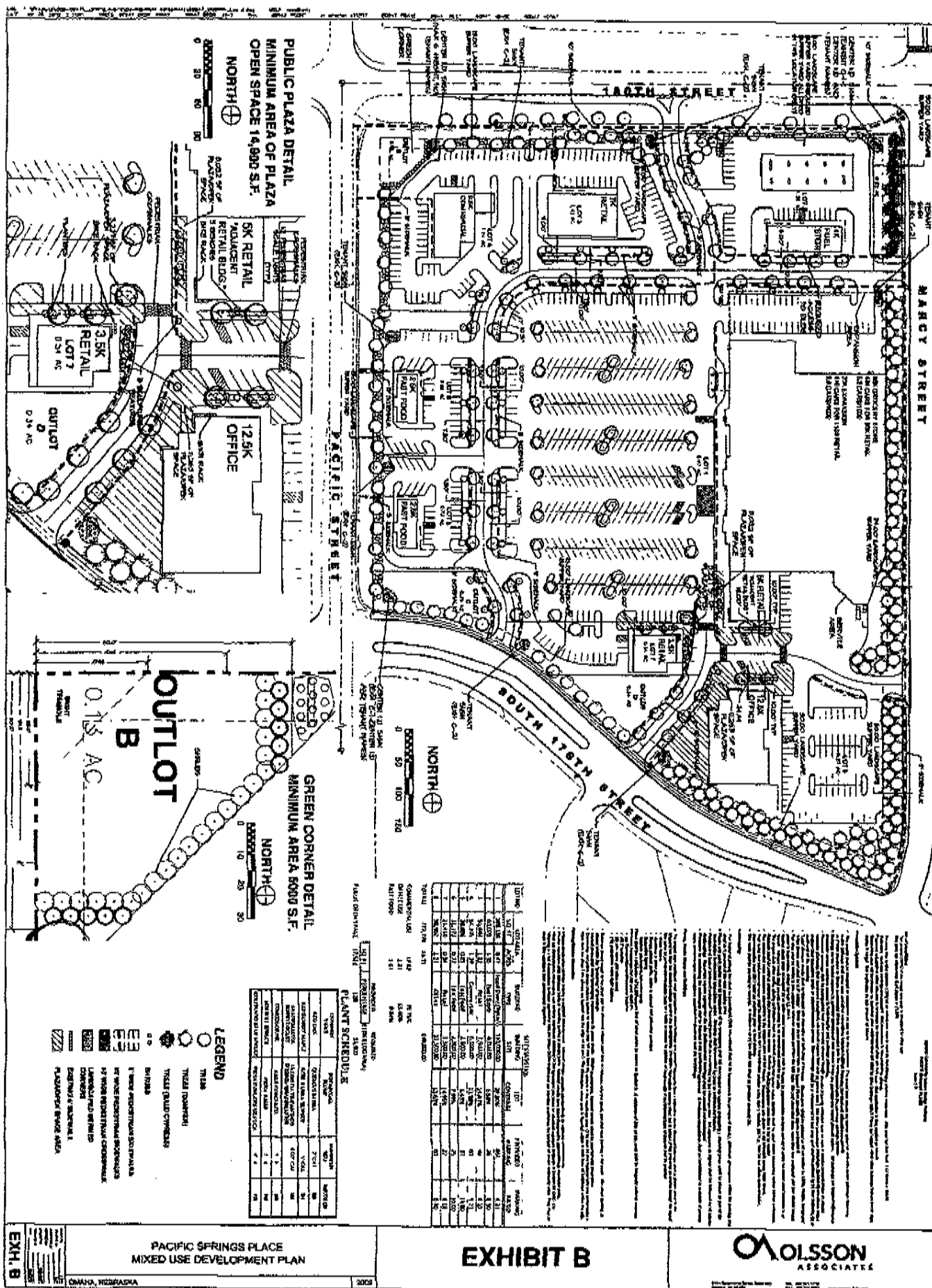
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

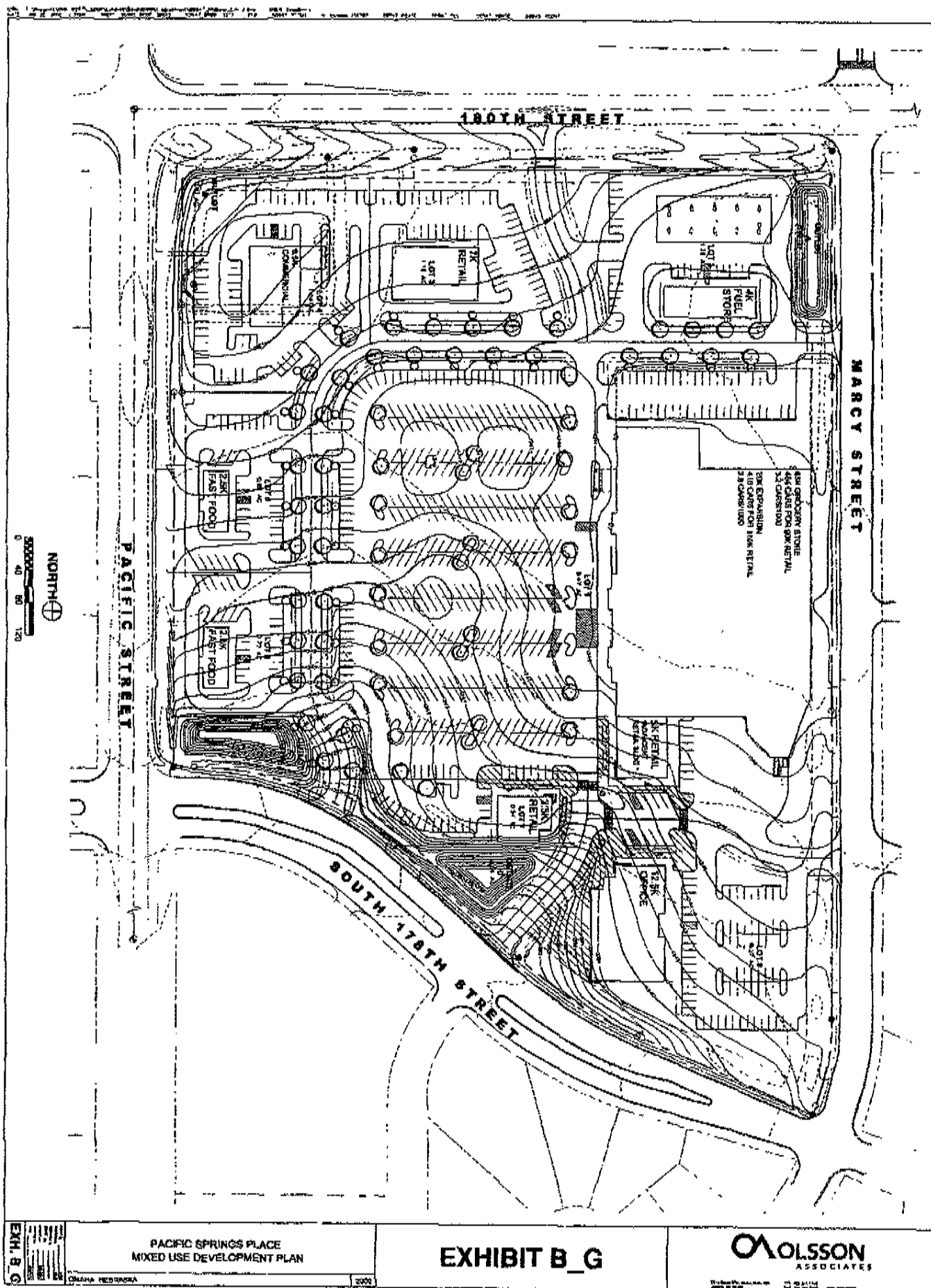
Michael A. Smith
Notary Public - State of Iowa

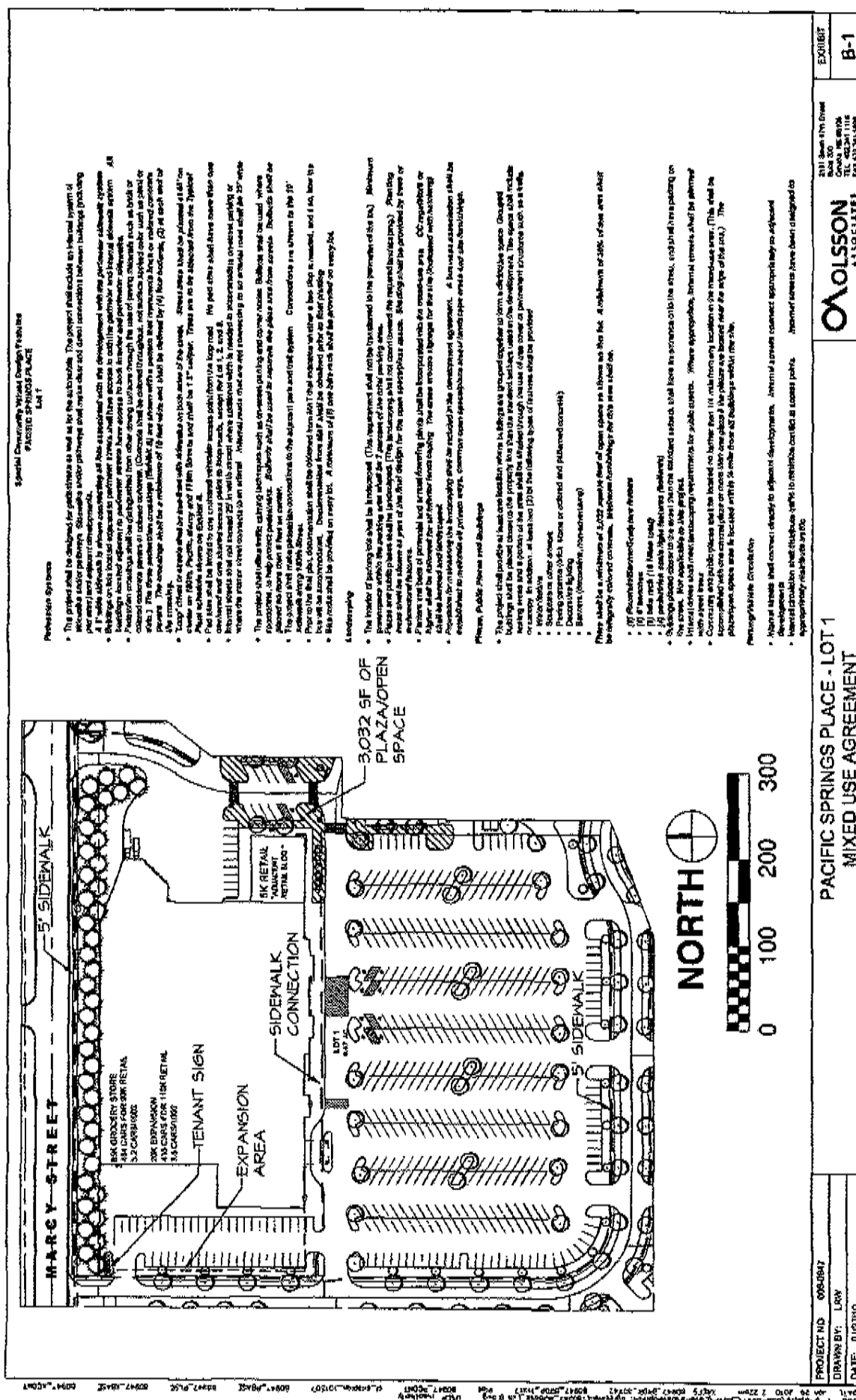
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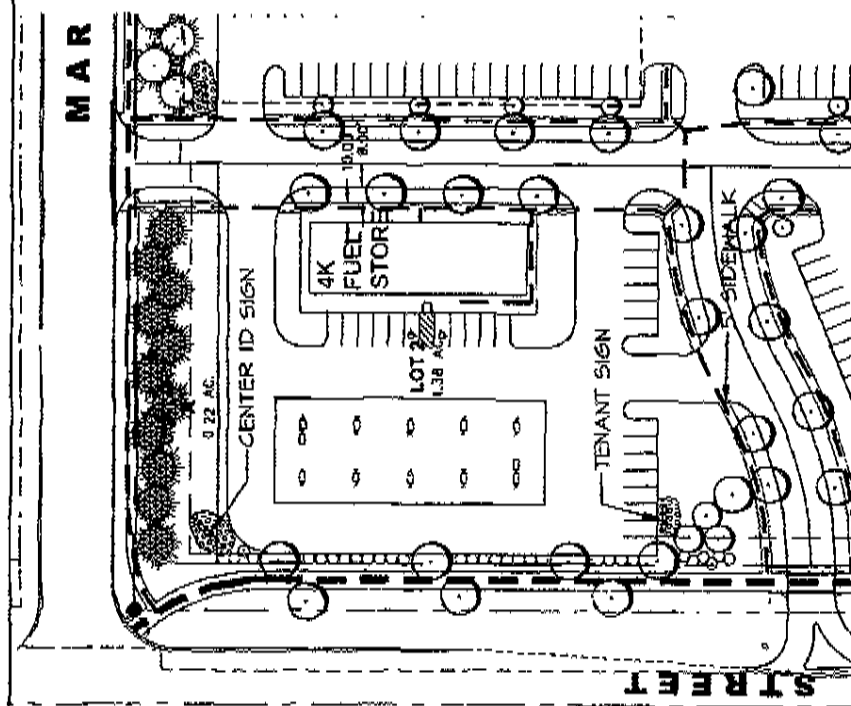
My commission expires: 1/29/2013












NORTH 



PROJECT NO. 008-0547
DRAWN BY: LSW
DATE: 01/22/80

PACIFIC SPRINGS PLACE - LOT 2
MIXED USE AGREEMENT

OLSSON
SALE & SERVICE

1. **What is the purpose of the study?**

B-2

evening twilight

- [illegible]

References

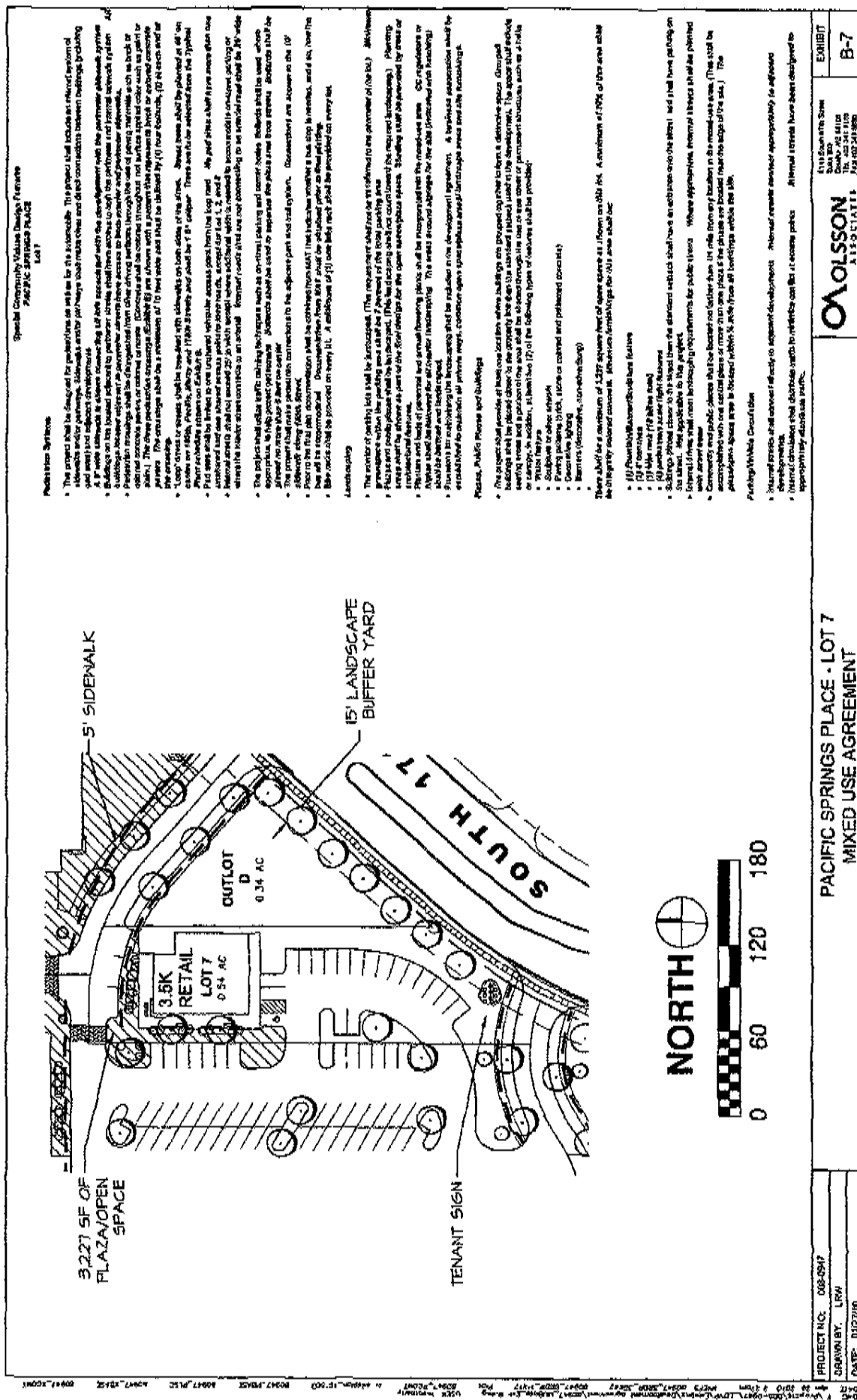
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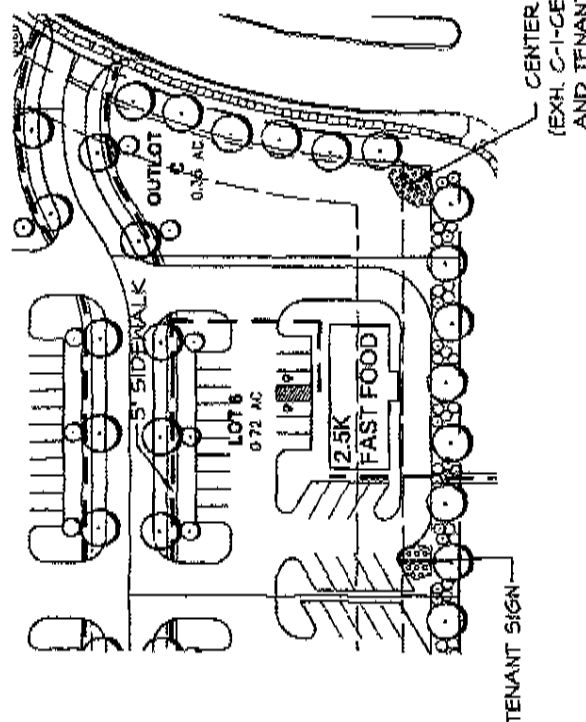
2014-2015 Faculty and Students

- The owner and provider at every site location where buildings are placed together is from a distinctive North Carolina building and is placed there to provide a visual link to the local community. The owner and provider at every site location where buildings are placed together is from a distinctive North Carolina building and is placed there to provide a visual link to the local community.

only recently to date the *Phonetic* volume

- domestic streets shall command directly to adjacent developments. Adjacent streets oriented approximately to adjacent developments (vertical circulation shall continue) lead to to provide context at access points. Adjacent streets have been designed as conspicuously





NORTH



PACIFIC SPRINGS PLACE - LOT 6
MIXED USE AGREEMENT

PROJECT NO: D08-0047
DRAWN BY: LSW
DATE: 01/27/10

OLSSON ASSOCIATES
2111 South 67th Street
Suite 200
Orem, UT 84058
TEL 801-224-1100
FAX 801-224-5800

B-6

Special Community Values Design Features
 PAPER: 3 P P R H O S M L A G E

1945

Principles of Negotiation

- [illegible]

Not Suitable for Children

- Internal controls are not intended to prevent or detect all errors or fraud. They are designed to provide reasonable assurance that the financial statements are free from material misstatement. The design of internal controls is based on the assumption that the entity's management and those charged with governance will act in good faith and exercise their judgment in the face of uncertainty.

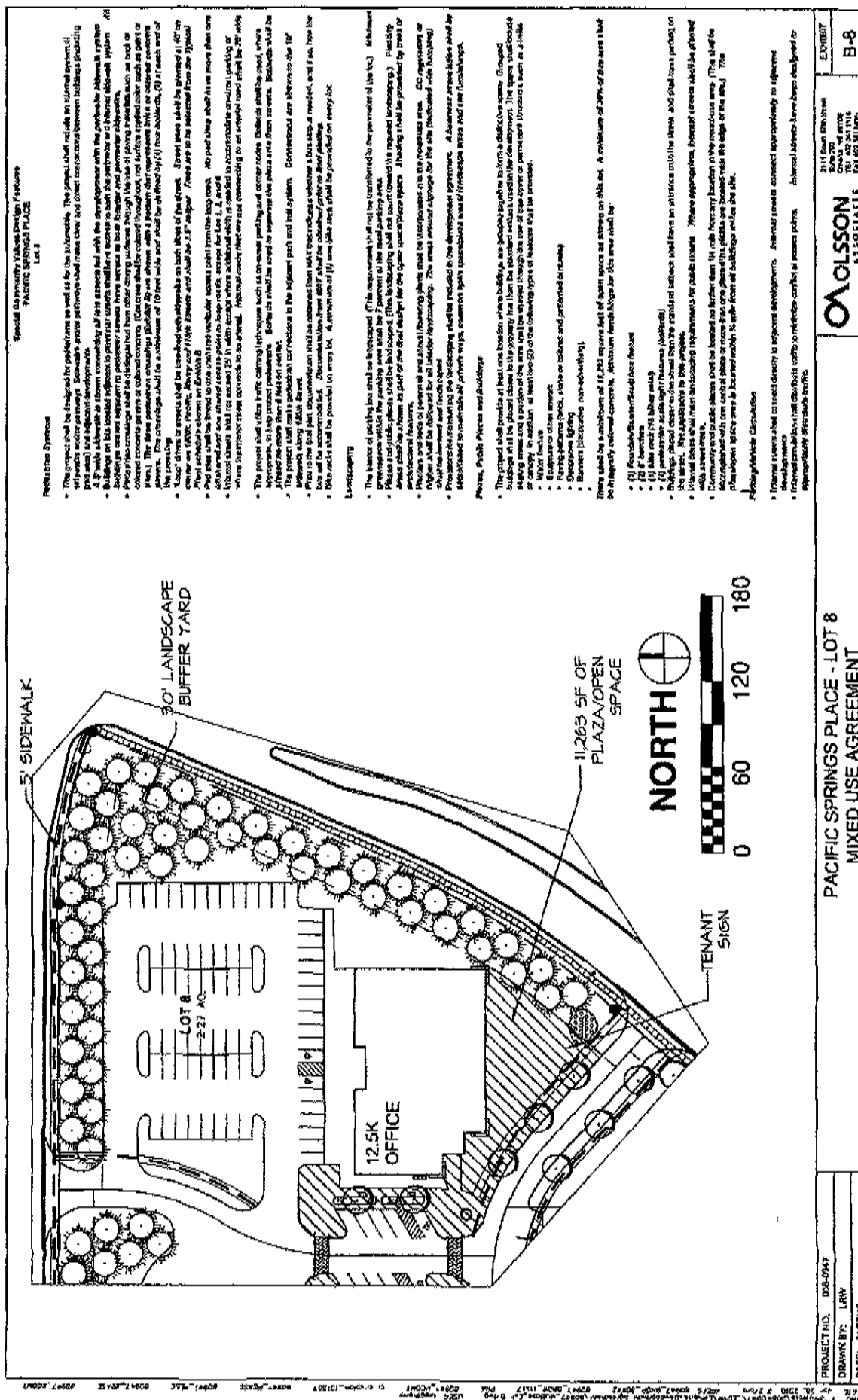


Exhibit C**PACIFIC SPRINGS PLACE SIGN PLAN & BUDGET**

LOT #	PRIMARY FRONTAGE	SECONDARY FRONTAGE	ADJUST.	MULT.	ALLOWABLE SIGN AREA	ALLOCATED SIGN AREA
1	639	0	0	1.5	958.5	600
2	311	0	0	1.5	466.5	600
3	220	10	5	1.5	337.5	330
4	130	160	80	1.5	315	400
5	224	10	5	1.5	343.5	400
6	180	0	0	1.5	270	400
7	92	0	0	1.5	138	350
8	416	312	156	1.5	858	600
SUB-TOTAL SIGNAGE ALLOCATED (SQ.FT.)						3680
(2) CENTER IDENTIFICATION SIGNS (WITH TENANT NAMES) (x 300 SQ. FT.)						600
(1) CENTER IDENTIFICATION SIGN (NO TENANT NAMES) (120 SF)						120
TOTAL SIGNAGE ALLOCATED ON THIS PROJECT (SQ.FT.)						4400
TOTAL SIGNAGE ALLOWED ON PROJECT (SQ. FT.)						4407

Notes:

LOT #. Each lot in the development is listed in this column.

SITE AREA. The total area of each lot in square feet.

PRIMARY FRONTAGE. The length of the longest property line fronting on a street, in feet.

SECONDARY FRONTAGE. The length of all other property lines fronting on a street, in feet.

ADJUSTMENT. One-half (1/2) the length of the secondary frontage.

MULTIPLIER. The formula number of 1.5 used to establish total sign area.

TOTAL. (Primary frontage + (Secondary frontage x Adjustment)) x Multiplier = Total.

The Sign Budget reflects the area of any center identification sign. The lots shown on the site plan as the location of those signs includes the area of the center identification sign.

Center identification signs may have a maximum height of 25 feet and no more the sixty (60%) percent of the sign area can be used for tenant signage, with no tenant exceeding ten (10%) percent of the sign area. Attached is an exhibit that shows design detail for the center identification sign, including proposed height, sign area, copy detail, location, and set back distance from property line.

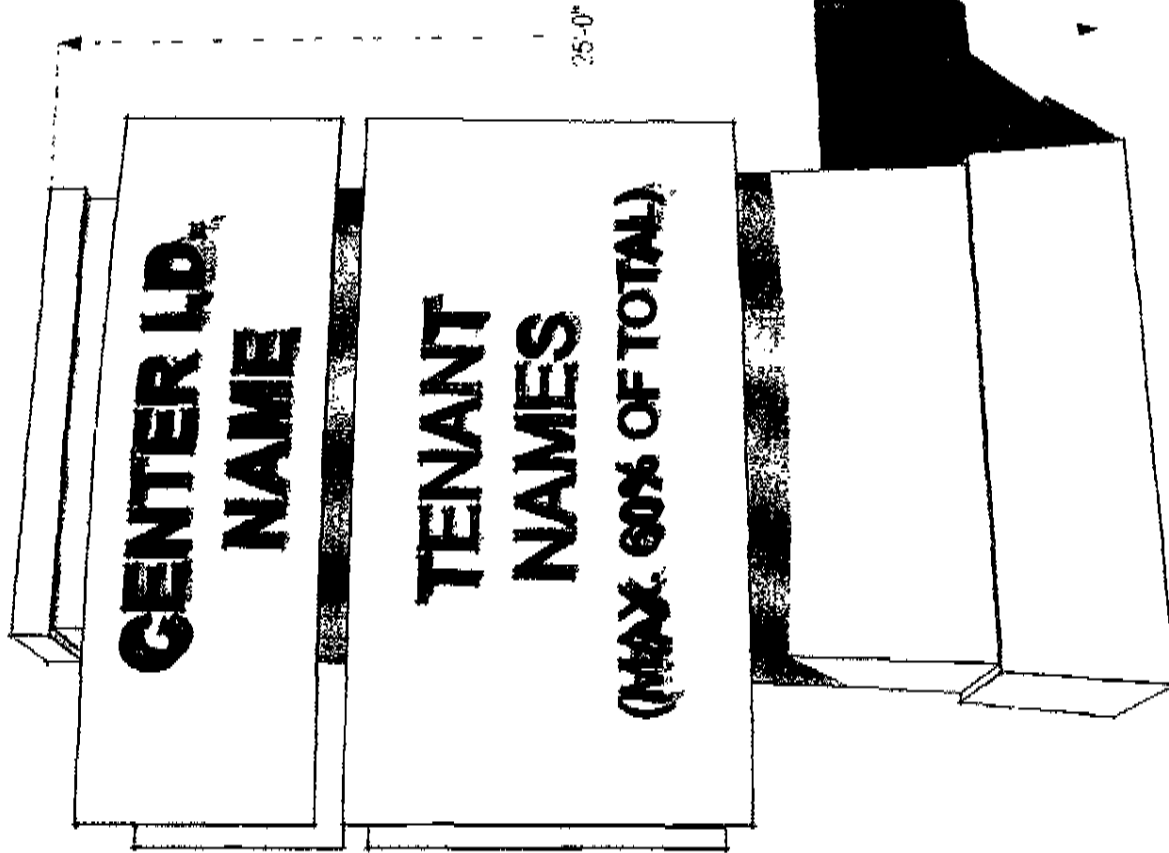


EXHIBIT C-1
CONCEPTUAL SIGN DETAIL - CENTER I.D.
(SUBJECT TO CHANGE*)

*ANY CHANGES SHALL COMPLY TO THE CITY OF OMAHA ZONING CODE

OLSSON
ASSOCIATES

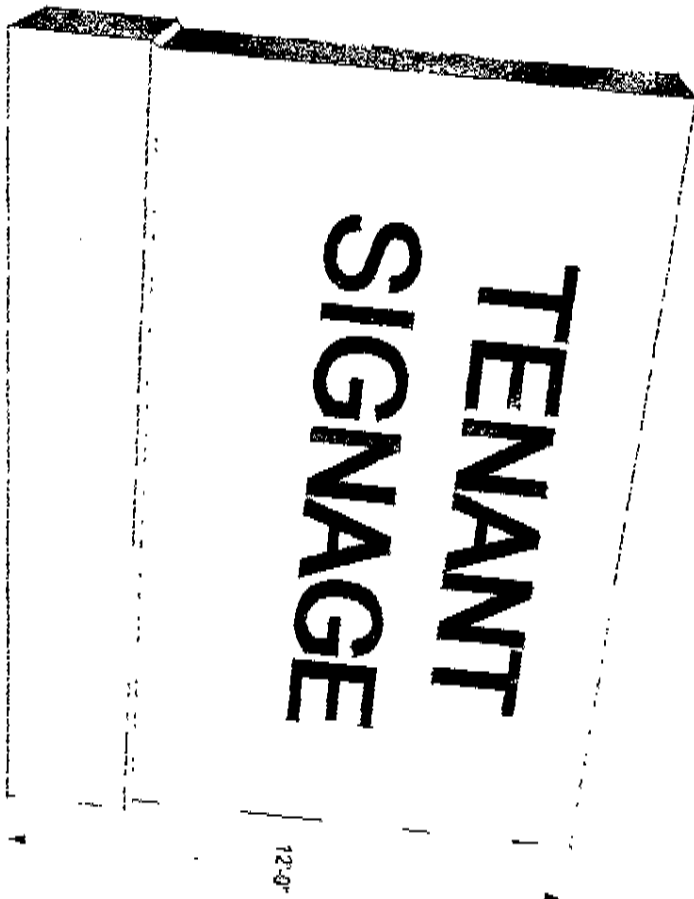
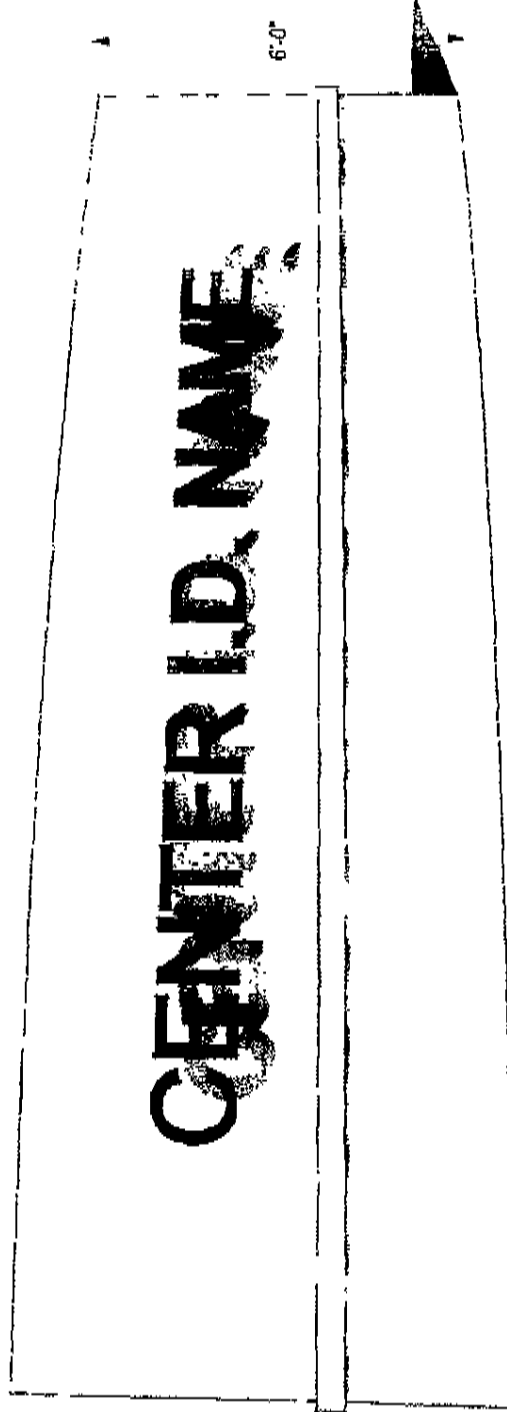


EXHIBIT C-2
CONCEPTUAL SIGN DETAIL - TENANT SIGNAGE
(SUBJECT TO CHANGE*)
(MAX. SIGN AREA = 300 S.F.)



6'-0"

EXHIBIT C-3
CONCEPTUAL SIGN DETAIL - CENTER I.D.
(SUBJECT TO CHANGE*)

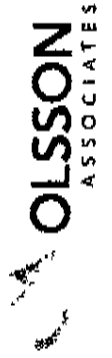


Exhibit D**SIGN STANDARDS**

Basic Design Regulations: Regulations for basic design elements are listed below and set forth in Table A. Each sign shall be subject to all other regulations for signs or graphics set forth in Chapter 55, OMC.

No more than one (1) sign shall be permitted along any one (1) street frontage of a lot, except as provided below:

1. A maximum of two (2) signs may be permitted along any one (1) street frontage of a lot, provided that the frontage is at least two hundred (200) feet and the signs are at least one hundred (100) feet apart.
2. No detached sign may be closer than one hundred (100) feet to another detached sign.
3. Monument signs shall have a maximum height of 12 feet, including any structural elements of the sign, and must have a masonry base.
4. The minimum setback for any free standing sign shall be eight (8) feet from the curb or property line, whichever is greater.
5. Directional signs may have a maximum height of forty eight (48) inches; maximum sign face area of four (4) square feet and a minimum set back of eight (8) feet from the curb or property line, whichever is greater.
6. The minimum setback for a center identification sign shall be twelve (12) feet from a perimeter street property line and eight (8) feet from an interior street curb or property line, whichever is greater.

**TABLE A
BASIC DESIGN STANDARDS**

<i>Use Type</i>	<u>Attached Signs</u>				<u>Detached Signs</u>	
	Wall Maximum <i>Area</i>	<i>Height</i>	Projecting Maximum <i>Area</i>	<i>Height</i>	Monument Maximum <i>Area</i>	<i>Height</i>
Commercial	20% of street façade	35	32	24	75	12
Office	10% of street façade	35	32	24	75	12
Civic	10% of street façade	35	32	24	40	12

Center Identification Signs: Within its total permitted sign area, the site may have detached center identification signs, subject to the following conditions:

1. The maximum height for any center identification sign shall be twenty-five (25) feet.
2. One Center Identification sign shall be allocated for each full-turn access to a development up to a maximum of three signs. Developments that are a minimum of ten (10) acres that have no full turn access points will be allocated one center identification sign.
3. Center identification signs may provide for tenant advertising provided that no more than 60 percent of the sign area is used for such purposes. No single tenant can occupy more than 10 percent of the sign area.

Exhibit F

URBAN DESIGN CRITERIA

Improvements, Landscaping and Site Features

Mix of Uses/Office

- A minimum of 10% of the total office/commercial square footage shall be open space.
- A minimum of 10% of the overall mixed-use land area shall be used for office buildings.
- A maximum of 12% of the overall mixed use land area shall be used for free-standing fast food restaurants.
- A lower percentage of office area shall be allowed in exchange for multi-story, multi-use buildings.
- Commercial uses shall occur as incidental uses within the area set aside for office buildings *only if they are located within office buildings that are two or more stories in height.*

Pedestrian Systems

- This project shall be designed for pedestrians as well as for the automobile. The project shall include an internal system of sidewalks and/or pathways. Sidewalks and/or pathways shall make clear and direct connections between buildings (including pad sites) and adjacent developments.
- Buildings on lots located adjacent to perimeter streets shall have access to both the perimeter and internal sidewalk system.
- Corner nodes or similar devices shall be used to define on-street parking areas and to limit the width of pedestrian crossings to be the same as the width of the traveled lanes.
- Pedestrian crossings shall be distinguished from other driving surfaces through the use of paving materials such as brick or colored concrete pavers or colored concrete. (Concrete shall be colored throughout, not surface applied color such as paint or stain.)
- "Internal" and "Internal Main" streets shall be tree-lined with sidewalks on both sides of the street.
- Pad sites shall be limited to one unshared and one shared vehicular access point from the internal street, except for Lots 1, 2, and 8.
- Internal streets shall not exceed 25 feet in width except where additional width is needed to accommodate on-street parking or where the interior street(s) connect to an arterial.
- The project shall utilize traffic calming techniques such as on-street parking and corner nodes. Bollards shall be used, where appropriate, to help protect pedestrians.
- The project shall make pedestrian connections to the adjacent park and trail system.

- Prior to the final plat, documentation shall be obtained from Metro Area Transit (MAT) that indicates whether a bus stop is needed, and if so, how the bus will be accommodated.
- Bike racks shall be provided on every lot. Bike racks should be able to accommodate bicycles seven feet in length and two feet in width at a minimum.
- Street furniture and streetscaping used in Mixed Use Districts shall comply with the street furniture and streetscaping as identified in the Omaha Streetscape Handbook.

Landscaping

- The interior of parking lots shall be landscaped. (This requirement shall not be transferred to the perimeter of the lot.)
- Plazas and public places shall be landscaped. (This landscaping shall not count toward the required landscaping.)
- Planters and beds of perennial and annual flowering plants shall be incorporated into the mixed-use area.
- Provisions for maintaining the landscaping shall be included in the development agreement.
- All MU projects located at the intersection of arterial streets shall provide a landscaped area at the intersection which will extend approximately equal distances along each arterial street. Green corners shall follow the design regulations set forth in Section 55-564(f).

Plazas, Public Places and Buildings

- The project shall provide at least one location where buildings are grouped together to form a distinctive space. Grouped buildings shall be placed closer to the property line than the standard setback used in the development. The space shall include seating areas and a portion of the area shall be shaded through the use of tree cover or permanent structures such as a trellis or canopy. In addition, at least two (2) of the following types of features shall be provided:
 - Water feature
 - Sculpture or other artwork
- Buildings placed closer to the street than the standard setback shall have an entrance onto the street.
- Internal drives shall meet landscaping requirements for public streets.
- Community and public places shall be located no farther than 1/4 mile from any location in the mixed-use area. (This shall be accomplished with one central plaza or more than one plaza if the plazas are located near the edge of the site.)

Parking/Vehicle Circulation

- Internal streets shall connect directly to adjacent developments.
- Lots abutting an internal street shall be limited to one unshared access from any internal street system.

- Internal circulation shall distribute traffic to minimize conflict at access points.
- The use of curbstops within a mixed use development is highly discouraged. Curbstops *must be shown on site plans when submitted for building permit.*
- Most site development, landscaping and parking regulations contained in this agreement are based on standard regulatory language in Chapter 55, OMC. The following is a list of exceptions to those regulations that are unique to this project and are intended to enhance the concept of special community value. They may be more or less restrictive than conventional regulations.

Lighting

- All lighting shall positioned so as to direct lighting away from the immediately abutting residential properties and public ways. All light fixtures must be properly maintained so as to prevent flickering of any light source.
- Lighting of building facades or roofs shall be located, aimed and/or shielded so that light is directed only onto the facade and the sidewalk immediately below the facade or the roof
- Illumination levels attributable to the lighting system shall not exceed 0.5 maintained horizontal footcandle nor 2.0 initial vertical footcandles, measured at the closest property line of any permitted or conditional residential use. Illumination levels attributable to the lighting system shall not exceed 1.0 maintained horizontal footcandle nor 4.0 initial vertical footcandles, measured at the closest property line on all other properties except public ways. Vertical footcandles shall be the initial footcandle levels measured at 36 inches above the ground with a meter aimed toward the brightest light bank.
- All luminaires shall be of the "full cutoff" type where zero candela intensity occurs at an angle of 90 degrees above nadir, and all greater angles from nadir. Additionally, the candela per 1,000 lamp lumens shall not numerically exceed 100 or ten percent at an angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

Exhibit G**Design Allowances Made For Pacific Springs Place**

1. The bufferyard on the west side of Lot 2 is shown to have a 5-foot landscape bufferyard, as opposed to the required 15-foot landscape bufferyard, due to the gas lot configuration. Lot 2 shall be the only lot with this decreased bufferyard width. If the lot is used for anything but a gas station, the 15-foot landscape buffer will be required.
2. The landscape bufferyard on the north side of Lot 1 is 24 feet, as opposed to the required bufferyard width of 30 feet. Lot 1 shall be the only lot with this decreased bufferyard width.
3. The building on Lot 2 has not been positioned so that there is a 10-foot wide sidewalk adjacent to the building, with an 8-foot greenspace. The building will also have an entrance on the east side.
4. Lot 2 has three unshared access points. Lot 2 shall be the only lot with this number of unshared accesses.
5. Plantings shown along Marcy Street and 178th Street on Exhibit B shall not include 6' tall fences, 6' tall grade changes, or 6" tall hedges and shall be planted as shown.