



City of Grand Island

Tuesday, March 24, 2020

Council Session

Item G-14

#2020-78 - Approving Continuation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 24, 2020

Subject: Approving Continuation of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision

Presenter(s): John Collins, Public Works Director

Background

Sanitary Sewer District 544 was created by the City Council on January 28, 2020. Legal notice of the creation of the District was published in the *Grand Island Independent* on February 3, 2020, with notification being mailed to all involved property owners.

The Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to serve the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park.

The subdivision agreement for the Westwood Park Subdivision, dated March 28, 1978, and filed as Instrument No. 78-002723, stated "...Further, the Subdividers agree not to protest any sanitary sewer or water main districts within said subdivision., the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdividers have not performed such conditions." The full subdivision agreement is attached for reference.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Friday, March 6, 2020. There was one (1) protest filed against this District by affected property owners. This owner represents 120.00 front feet, or 1.76% of the total District frontage of 6,802.11 feet.

The Public Works Department recommends that the assessments for the district be spread equally across the lots in the district with a ten (10) year repayment schedule. The estimated assessment per parcel is currently \$13,000.00- \$20,000.00.

Alternatives

It appears that the Council has the following alternatives concerning this issue at hand. The Council may:

1. Approve the continuation of Sanitary Sewer District 544.
2. Refer the issue to a Committee.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the continuation of Sanitary Sewer District 544.

Sample Motion

Move to approve the continuation of Sanitary Sewer District 544.

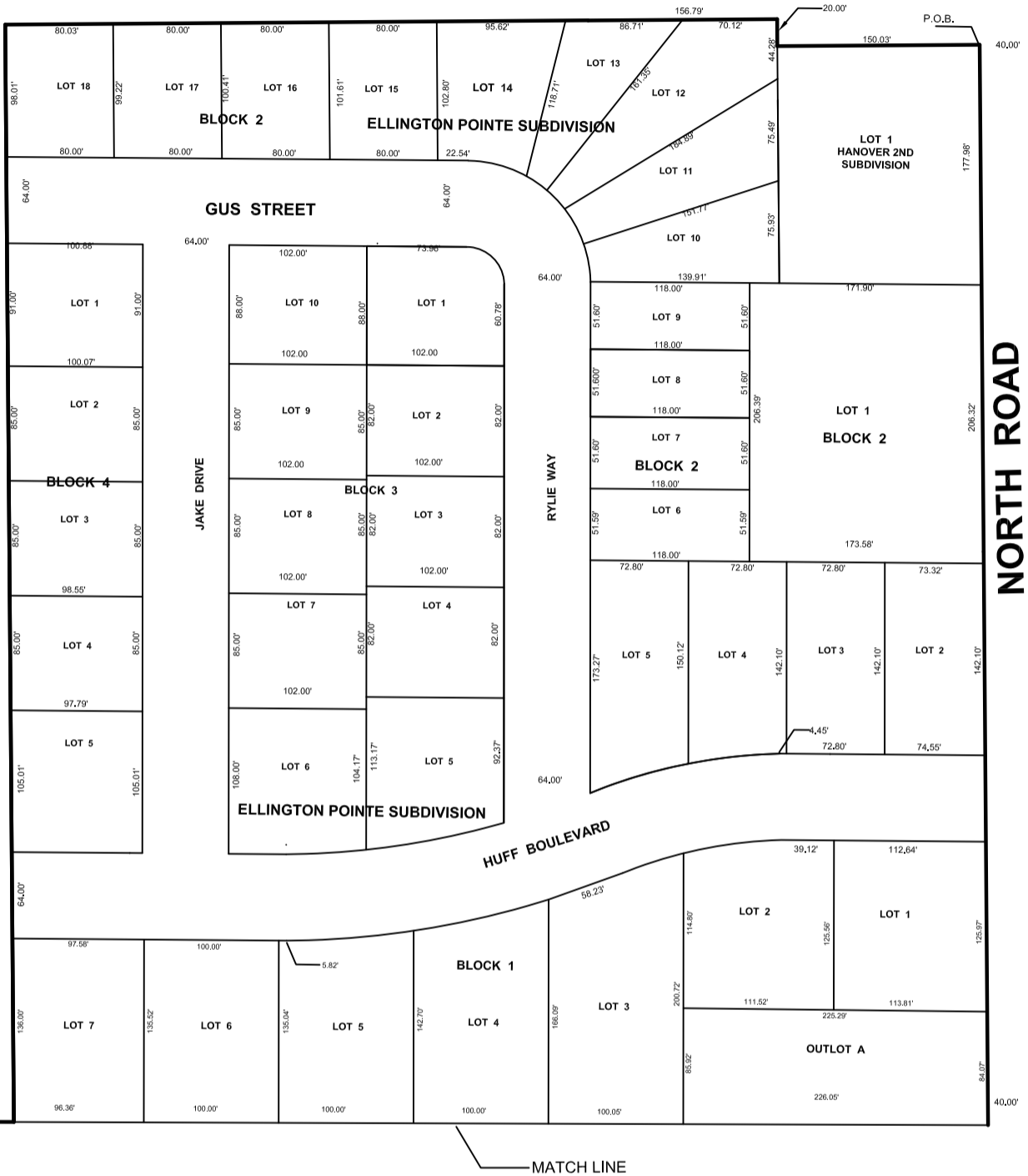


EXHIBIT "A"

INITIAL POINT SURVEYING LLC
 410 S. Webb Rd
 Suite 4B
 Grand Island, NE 68803
 308-383-6754 Cell 308-675-4141 Office

LOCATION: ELLINGTON POINTE		
TITLE: Ellington Pointe Sewer District		
SCALE AT A3: NONE	DRAWING NO.:	DRAWN: Brent C.
PROJECT NO.:	DATE: NOV. 13, 2019	



MATCH LINE

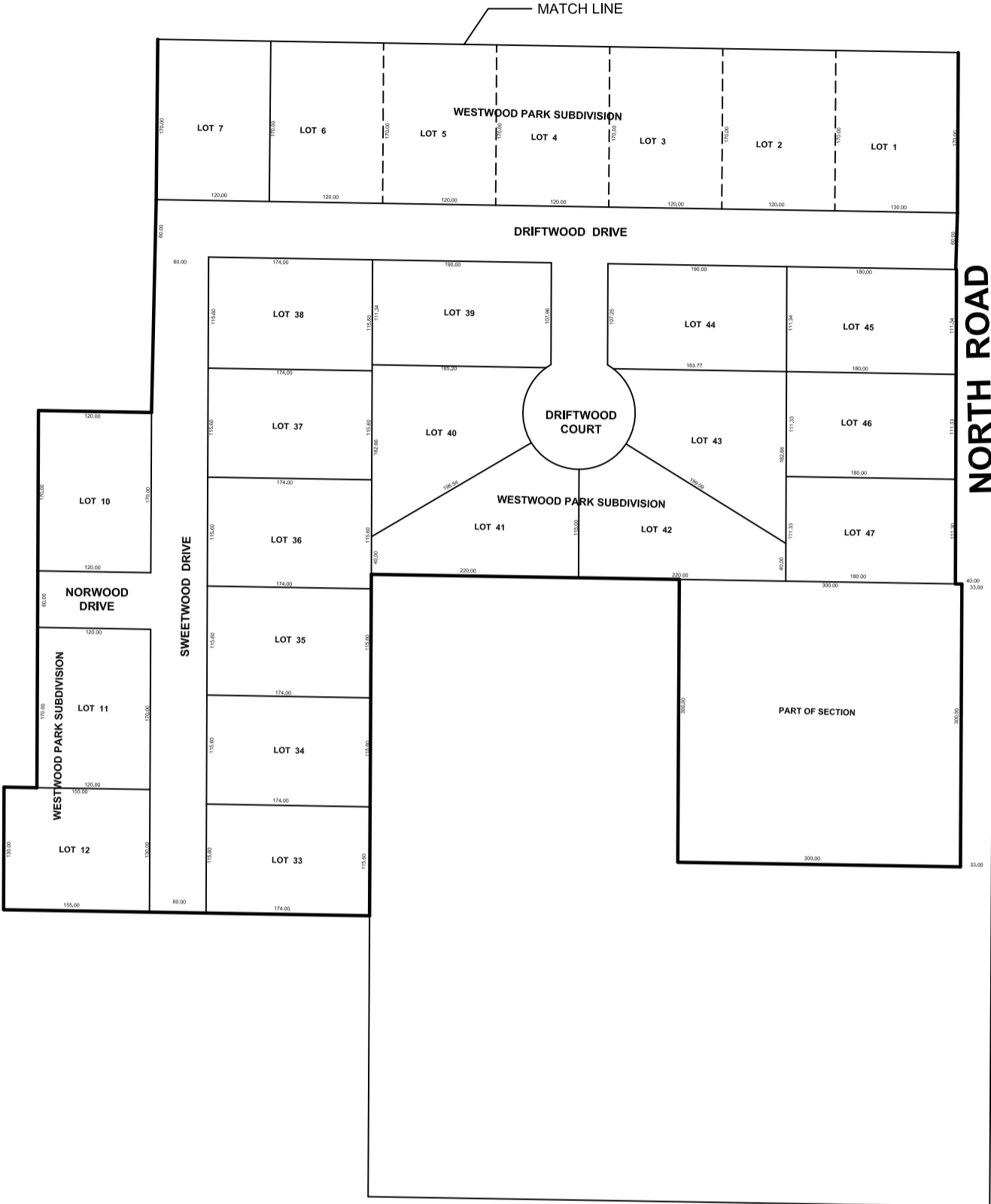


EXHIBIT "A"

INITIAL POINT SURVEYING LLC
 410 S. Webb Rd
 Suite 4B
 Grand Island, NE 68803
 308-383-6754 Cell 308-675-4141 Office

LOCATION: WESTWOOD PARK		
TITLE: Westwood Park Sewer District		
SCALE AT A3: NONE	DRAWING NO.:	
PROJECT NO.:	DATE: NOV. 13, 2019	DRAWN: Brent C.

SUBDIVISION AGREEMENT
WESTWOOD PARK SUBDIVISION
Hall County, Nebraska

The undersigned, Rudolf F. Plate and Jeannice R. Plate, husband and wife; and Richard L. Geist and Barbara D. Geist, husband and wife, hereinafter called the Subdividers, as owners of a tract of land comprising a part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$); thence southerly along the east line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of two hundred ninety-four and eighty-one hundredths (294.81) feet; thence deflecting right 90° 53' 50" and running westerly a distance of six hundred sixty-one and forty-seven hundredths (661.47) feet; thence deflecting right 89° 23' 20" and running northerly a distance of thirty-seven (37.0) feet; thence deflecting left 89° 23' 20" and running westerly a distance of one hundred seventy-four (174.0) feet; thence deflecting left 90° 36' 40" and running southerly a distance of nineteen (19.0) feet; thence deflecting right 90° 36' 40" and running westerly a distance of two hundred thirty (230.0) feet; thence deflecting right 89° 23' 20" and running northerly a distance of six hundred sixty (660.0) feet; thence deflecting right 90° 36' 40" and running easterly a distance of fifteen (15.0) feet; thence deflecting left 90° 36' 40" and running northerly a distance of one hundred thirty (130.0) feet; thence deflecting right 90° 36' 40" and running easterly a distance of thirty-five (35.0) feet; thence deflecting left 90° 36' 40" and running northerly a distance of six hundred thirty (630.0) feet; thence deflecting right 90° 36' 40" and running easterly a distance of four (4.0) feet; thence deflecting left 90° 36' 40" and running northerly a distance of one hundred seventy (170.0) feet to the north line of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); thence easterly along the north line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) a distance of one thousand ten (1,010.0) feet to the northeast corner of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); thence southerly along the east line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of five hundred sixty-four (564.0) feet; thence westerly parallel to the north line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) a distance of six hundred sixty (660.0) feet; thence southerly parallel to the east line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of six hundred sixty (660.0) feet; thence easterly parallel to the north line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) a distance of six hundred sixty (660.0) feet to the east line of said Northeast Quarter (NE $\frac{1}{4}$); thence southerly along the east line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of eighty-nine and nineteen hundredths (89.19) feet to the place of beginning, and containing 28.059 acres, more or less,

desire to have subdivided as a subdivision the above described tract of land outside the corporate limits but within two miles of the City of Grand Island, and hereby submit to the City Council of such City for

78- 002473

acceptance as provided by law an accurate map and plat of such proposed subdivision to be known as Westwood Park Subdivision, designating explicitly the land to be laid out and particularly describing the lots, streets, and easements belonging to such subdivision, with lots designated by numbers, streets by names, and easements by dimensions, and propose to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owners, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of streets to the use and benefit of the public, and of easements to public utilities. In consideration of the acceptance of the plat of said Westwood Park Subdivision, the Subdividers hereby consent and agree with the City of Grand Island, Nebraska, that they will install at their expense the following improvements:

1. Streets. The Subdividers agree to pave Driftwood Drive, Driftwood Court, Norwood Drive, Elmwood Drive, Greenwood Drive, and Sweetwood Drive in accordance with plans and specifications approved by the Hall County Director of Public Works, and to commence such paving prior to requesting a building permit for any structure located in said subdivision. Further, the Subdividers agree not to protest any repaving district along North Road where it abuts said subdivision, or any repaving district within said subdivision, to include the aforementioned streets.

2. Water and Sanitary Sewer. No City sanitary sewer service or water service is presently available to the subdivision. Accordingly, the City authorizes the construction of septic tanks and private wells in the subdivision, but the Subdividers agree to connect any structures connected to septic tanks or private wells to the City sanitary sewer service or water service within three construction seasons after City services have been made available to the respective lots of the subdivision. Further, the Subdividers agree not to protest any sanitary sewer or water main districts within said subdivision.

3. Drainage. The Subdividers agree to grade the lots of the Subdivision in conjunction with the construction of any structure thereon so that storm water drains to the public right-of-way, and in accordance with plans approved by the Hall County Director of Public Works.

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4. Sidewalks. The Subdividers, if still the owners of the land in the proposed subdivision, or if the Subdividers shall have transferred title to the property, then the various grantees thereof, will install, at their own expense, all public sidewalks required by the Grand Island City Code when the adjacent lot is built upon, and sidewalks shall be regulated and required with the building permit for each such lot.

5. Warranty. The undersigned owners, as Subdividers, warrant that they are the owners in fee simple of the land described and proposed to be known as Westwood Park Subdivision, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

6. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdividers" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdividers have not performed such conditions.

Dated March 28, 1978

Rudolf F. Plate
Rudolf F. Plate

Jeannice R. Plate
Jeannice R. Plate

Richard L. Geist
Richard L. Geist

Barbara D. Geist
Barbara D. Geist
SUBDIVIDERS

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation



[Signature]
President of the Council

[Signature]
City Clerk

78- 002473

STATE OF NEBRASKA)
COUNTY OF HALL) ss

On this 28th day of March, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rudolf F. Plate and Jeannice R. Plate, husband and wife, to me known personally to be the identical persons who signed the foregoing subdivision agreement and who acknowledged the execution thereof to be their voluntary acts and deeds for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

GENERAL NOTARY - State of Nebr.
JOE E. SETLIK
My Comm. Exp. Mar. 31, 1980

Joe E. Setlik
Notary Public

STATE OF NEBRASKA)
COUNTY OF HALL) ss

On this 28th day of March, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard L. Geist and Barbara D. Geist, husband and wife, to me known personally to be the identical persons who signed the foregoing subdivision agreement and who acknowledged the execution thereof to be their voluntary acts and deeds for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

GENERAL NOTARY - State of Nebr.
JOE E. SETLIK
My Comm. Exp. Mar. 31, 1980

Joe E. Setlik
Notary Public

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SEARCHED
SERIALIZED
INDEXED
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MAR 30 1978
FBI - GRAND ISLAND

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WESTWOOD PARK SUBDIVISION
COVENANTS AND RESTRICTIONS

I.

All lots in Westwood Park Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached modern single family dwelling not to exceed two stories in height, and not less than a two car attached garage, and not more than a three car attached garage.

II.

All buildings shall be set back from the front lot line or from the side lot line in conformity to the County zoning and building regulations of Hall County, Nebraska; or in the event said area is annexed to the City of Grand Island, Nebraska, then such set back may be in accordance with the building code and zoning regulations of the City of Grand Island, Nebraska.

III.

No dwelling shall be built on any lot in this subdivision with less than Twelve Hundred square feet (1200) of ground area enclosed in the structure exclusive of one story open porches and attached garages, not less than Eight Hundred Eight square feet (880) of ground area in the case of a story and one-half or two story structures.

IV.

No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. That no swine, cattle, horses, sheep or any other domesticated animals other than pets such as dogs and cats, which must be kept confined to the individual owners property, not bred or maintained for any Commercial purpose, and not allowed to run at will in the said Subdivision.

V.

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any lot of this subdivision shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

VI.

That all installations of water systems and disposal systems must meet with County and/or State Ordinances, and National Code.

VII.

No worn out or discarded autos, machinery or parts thereof shall be stored on any lot in said Subdivision, and no portion thereof shall be used for the storage of autos, junk piles or any other kind of junk and/or waste materials.

VIII.

No sod, earth, sand, gravel or trees shall be removed from said lots to the injury of the Value thereof, nor to the hindrance of the appearance of any lot, and no unused building material, junk or rubbish shall be left exposed on any lot, except during actual building and construction.

IX.

The owner of each lot shall keep the weeds thereon cut and shall mow or cut all weeds on his lot, not less than twice during the growing season.

(1)

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X.

The purchaser of a lot in the said subdivision shall construct his home within two years after purchasing the lot and the exterior of the house shall be completed within eight months from the start of construction.

XI.

No billboards or sign boards, (except suitable signs for advertising the sale of any lot) shall be erected or allowed to remain upon any lot.

XII.

These covenants, restrictions and conditions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall automatically be extended for successive periods of ten years unless by a vote of the majority of the then owners of the Lots, it is agreed to change the said covenants in whole or in part.

XIII.

If the first party hereto, or his heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning lots in said subdivision to prosecute any proceedings at law or in equity against any person of persons violating or attempting to violate any such covenant and either to prevent him or them from so doing to recover damages or other relief for such violations.

XIV.

Invalidation of any of these covenants by Judgement, Court Order, or Federal Regulation shall in no way affect any other provision and they shall remain in full force and effect.

This indenture and the faithful performance of the terms thereof shall be binding upon the heirs, administrators, executors, assigns, grantees and devisees of the said Westwood Park Subdivision and upon the purchaser or purchasers of any lot or lots in said Westwood Park Subdivision.

In witness thereof, we have hereunto set our hands this 28th of March, 1978.

Rudolf F. Plate
Rudolf F. Plate

Richard L. Geist
Richard L. Geist

Jeannice R. Plate
Jeannice R. Plate

Barbara D. Geist
Barbara D. Geist

STATE OF NEBRASKA)
COUNTY OF HALL) SS:

Before me, a notary public qualified for said county, personally came RUDOLF F. PLATE and JEANNICE R. PLATE, Husband and Wife and RICHARD L. GEIST and BARBARA D. GEIST, Husband and Wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on March 28, 1978.

GENERAL NOTARY - State of Nebr.
JOE E. SETLIK
My Comm. Exp. Mar. 31, 1980

Joe E. Setlik
Notary Public

My commission expires March 31, 1980.

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Entered as Document No.

78- 002723

Grantor PG

Grantee (U)

Number 23

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STATE OF NEBRASKA) SS

COUNTY OF HALL)

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Jan Linton
REG. OF DEEDS

Rudy Plater
Bot 1846

RESOLUTION 2020-78

WHEREAS, Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivision, was created by Ordinance No. 9755 on January 28, 2020; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on March 6, 2020, and one (1) protest representing 1.76% of the total District frontage was received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 544, therefore such district shall be continued and constructed according to law.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 24, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
March 20, 2020	☒ City Attorney