



# City of Grand Island

Tuesday, November 12, 2002

Speical Mtg/Council Session

## Item H1

### **Request of Elrod-Woolworth Company, Inc. to Amend Subdivision Agreement for Lot 2, Hamilton-Kinman Subdivision by Eliminating Requirement to Connect to Public Water and Sanitary Sewer**

*The Hamilton-Kinman Subdivision was signed and filed at the Register of Deeds Office in August of 1987. When the area was subdivided, the subdivision was platted per the design of the subdivider, and infrastructure hookups were agreed to by all parties. The provisions of the Agreement were known as plans for the development were made.*

*Homer Elrod, President of the Elrod-Woolworth Company, Inc. has requested that the City allow an amendment to the Hamilton-Kinman Subdivision. The company would like to use the area as a retail sales lot and install a sales office. They ask that Council allow them to use the lot for this purpose without hooking to City water and sewer main.*

*In 1996, Council made the extension of water and sewer systems to all areas of the City one of its primary goals. Both of these utilities have made a focused effort to meet that goal over the last six years, spending substantial monies for system extensions. This request is in opposition to the Council's intent to have municipal water and sewer service to all properties in the City. System extensions are not of much value if they are not used. The subdividers were aware of the potential costs for water and sewer extensions at the time of subdivision creation and agreed to the conditions at that time. The Public Works and Utilities Departments recommend that Council deny the request of Elrod-Woolworth Company for an amendment to the Hamilton-Kinman Subdivision.*

*The property owners would be required to pay minimal sewer and water connection fees to the City. Any connection fees for water would be due the Grand Island Economic Development Corporation, which installed the water line as an incentive to growth in the area. They have waived those assessments for other properties in the past. No sewer assessments are due for the property. The \$660 assessed to this property for the construction of the sanitary sewer main along Webb Road in 1969 has already been paid. The \$30,000 quoted for sanitary sewer service does not seem that far out of line when compared to costs of recent residential sewer districts. Individual homeowners with 1/2 acre lots in recent sanitary sewer districts have been assessed as much as \$7,500 for the public main with an additional cost of \$1,000 or \$2,000 for the private service. A MOTION is in order.*

Staff Contact: Steve Riehle, City Engineer/Public Works Director



2023 S. Locust - Grand Island, NE 68801  
308-384-2215 - 308-384-5784 Fax

Sept. 12, 2002

Mayor Ken Gnadt  
Ranae Edwards City Clerk  
Grand Island City Council Members  
City of Grand Island, Nebraska

Dear Mayor Gnadt, Ms Ranae Edwards and City Council Members

We would like to propose for your consideration an amendment to the Hamilton-Kinman Subdivision. (See Enclosures). The amendment would be for Lot 2 of the existing Subdivision, and we are proposing that Sections 2 & 3 of the Subdivision specifications be amended out.

Statement #2--States that each structure in the subdivision will require service and will connect to the public water supply. The problem that this lot faces with connecting to the public services is. The service is located over 500 linear feet from the service which makes it a very expensive improvement requiring a larger than normal pipe to accommodate for good water pressure.

Statement #3--States that public sanitary sewer shall be extended to all lots. This creates the biggest problem. The original plans for the sewer showed a sewer tap at this location. This tap was not installed, according to the Grand Island Building Dept. The sanitary sewer runs down the middle of Webb Road. To hookup to sanitary sewer would require running 8 inch pipe over 500 linear ft, tear up Webb Road for the sewer tap. Estimate to hook up to city service is in excess of \$30,000.00.

Our plans are for a retail sales lot and we would install a sales office.

We are in agreement to all other parts of the Hamilton-Kinman Subdivision.

We are available for any questions or comments. Thanks you for your time and consideration.

Homer Elrod, Pres. Elrod-Woolworth Co., Inc.  
2023 S. Locust, Grand Island, Ne. 68801

"Fulfilling Family Dreams"



SUBDIVISION AGREEMENTHAMILTON-KINMAN SUBDIVISIONIn the City of Grand Island, Nebraska

The undersigned, HAMILTON CHEVROLET-CADILLAC, INC., a Nebraska corporation; GRACE A KINMAN, surviving spouse of Richard E. Kinman, deceased; and GRACE A. KINMAN, Personal Co-Representative of the Estate of Richard E. Kinman, deceased; and NORWEST BANK NEBRASKA, National Association, Personal Co-Representative of the Estate of Richard E. Kinman, deceased; hereinafter called the Subdividers, as owners of a tract of land comprising a part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-four (24), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Section Twenty-four (24); thence westerly along the South line of said Section Twenty-four (24) a distance of two hundred seventy-two and five-tenths (272.5) feet; thence northerly parallel to the East line of said Section Twenty-four (24) a distance of four hundred fifty-one (451.0) feet; thence westerly parallel to the South line of said Section Twenty-four (24) a distance of six hundred five and thirty-five hundredths (605.35) feet to the easterly right-of-way line of U.S. Highway No. 281; thence deflecting right 68 degrees 12' 00" and running northwesterly along said highway right-of-way line a distance of three hundred twenty-seven and sixty-seven hundredths (327.67) feet to a point of curvature; thence northwesterly along the arc of a curve whose radius is 2,714.79 feet and along said highway right-of-way line (the long chord of which deflects right 01 degree 21' 44" from the preceding course), a long chord distance of twenty-nine and six-tenths (29.6) feet; thence deflecting right 05 degrees 09' 45" from the long chord of the last described curve and running northwesterly along said highway right-of-way line a distance of one hundred fifty and thirty-one hundredths (150.31) feet; thence easterly parallel to the South line of said Section



Twenty-four (24) a distance of one thousand fifty-six and thirteen hundredths (1,056.13) feet to the East line of said Section Twenty-four (24); thence southerly along the East line of said Section Twenty-four (24) a distance of sixty (60.0) feet; thence westerly parallel to the South line of said Section Twenty-four (24) a distance of two hundred forty-one and seventy-one hundredths (241.71) feet; thence southerly parallel to the East line of said Section Twenty-four (24) a distance of two hundred eight and seventy-one hundredths (208.71) feet; thence easterly parallel to the South line of said Section Twenty-four (24) a distance of two hundred forty-one and seventy-one hundredths (241.71) feet to the East line of said Section Twenty-four (24); thence southerly along the East line of said Section Twenty-four (24) a distance of six hundred fifty-nine and thirteen hundredths (659.13) feet to the place of beginning, excepting therefrom a tract of land more particularly described as follows: Beginning at a point thirty-three (33.0) feet North and thirty-three (33.0) feet West of the Southeast corner of said Section Twenty-four (24); thence westerly parallel to the South line of said Section Twenty-four (24) a distance of two hundred thirty-nine and five-tenths (239.5) feet; thence northerly parallel to the East line of said Section Twenty-four (24) a distance of two (2.0) feet; thence deflecting right 86 degrees 22' 48" and running north-easterly a distance of two hundred two and nine hundredths (202.09) feet; thence deflecting left 22 degrees 28' 52" and running northeasterly a distance of forty-two and eight hundredths (42.08) feet; thence southerly parallel to the East line of said Section Twenty-four (24) a distance of thirty (30.0) feet to the place of beginning, the net average in said subdivision being 12.267 acres, more or less;

desire to have subdivided as a subdivision the above-described tract of land which is located within the corporate limits of the City of Grand Island, Nebraska, and hereby submit to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as HAMILTON-KINMAN SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots and easements belonging to such subdivision, with lots designated by numbers 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 the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said HAMILTON-KINMAN SUBDIVISION, the Subdividers hereby consent and agree with the City of Grand Island, Nebraska, that they will install or provide at their expense the following improvements:

1. Paving. The Subdividers waive the right to object to any paving or repaving of Stolley Park Road or Webb Road where they abut the subdivision.

2. Water. Public water service is available to the subdivision, and the Subdividers agree to connect all new structures in the subdivision which require water service to the public water service main before applying for occupancy permits.

3. Sanitary Sewer. Public sanitary sewer service is available to the subdivision, and the Subdividers agree to connect all new structures in the subdivision which require sanitary sewer service to the public sanitary sewer system before applying for occupancy permits.

4. Drainage. The Subdividers agree to grade the lots of the subdivision in conjunction with the structures thereon so that storm water drains to the public right-of-way or other approved facility, as approved by the City's Director of Public Works.

5. 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 as required by the Grand Island City Code when required by the Grand Island City Council.

6. Landscaping. The Subdividers agree to provide landscaping adjacent to U.S. Highway 281 right-of-way. Such landscaping may be either a lawn area averaging thirty feet in width or, alternatively, a combination of trees and shrubs of reasonable spacing for beautification purposes along such right-of-way. Landscaping shall be in place within two years after issuance of any occupancy permit for a building on Lot 2 and shall be thereafter properly maintained.

7. 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 HAMILTON-KINMAN SUB-DIVISION and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.


8. 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 Sub-



dividers have not performed such conditions.

Dated 8-26-87

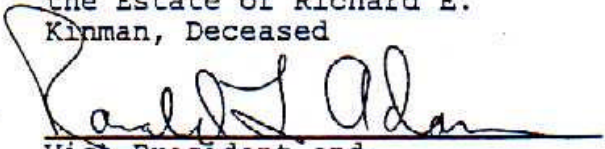
HAMILTON CHEVROLET-CADILLAC,  
INC., A Nebraska Corporation

By   
Caren L. Hamilton, President

Grace A. Kinman  
Grace A. Kinman, Personal  
Co-Representative of the Estate  
of Richard E. Kinman, Deceased

Grace A. Kinman  
Grace A. Kinman  
Surviving Spouse

NORWEST BANK NEBRASKA  
National Association  
Personal Co-Representative of  
the Estate of Richard E.  
Kinman, Deceased

By   
Vice President and  
Trust Officer

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

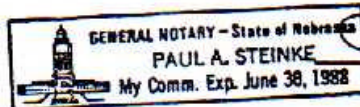
By   
Chuck Baasch, Mayor

Attest   
R. L. Retallick, City Clerk

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

On this 25<sup>th</sup> day of April, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Caren L. Hamilton, to me known personally to be the identical person and the President of Hamilton Chevrolet-Cadillac, Inc., who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be her voluntary act and deed as such officer for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

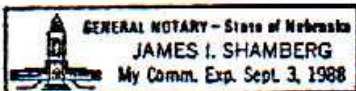


Paula A. Steinke  
Notary Public

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

On this 20<sup>th</sup> day of Aug, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Grace A. Kinman, to me known personally to be the identical person known as the surviving spouse of Richard E. Kinman, and also as the Personal Co-Representative of the Estate of Richard E. Kinman, Deceased, who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be her voluntary acts and deed as such person for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



James I. Shamberg  
Notary Public

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF HALL )

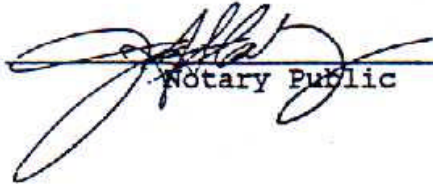
On this 20<sup>th</sup> day of August, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ronald L. Moore, Vice President and Trust Officer of Norwest Bank Nebraska, National Association, Personal Co-Representative of the Estate of Richard E. Kinman, Deceased, to me known personally to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to

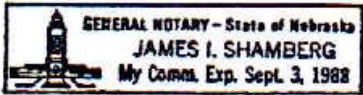


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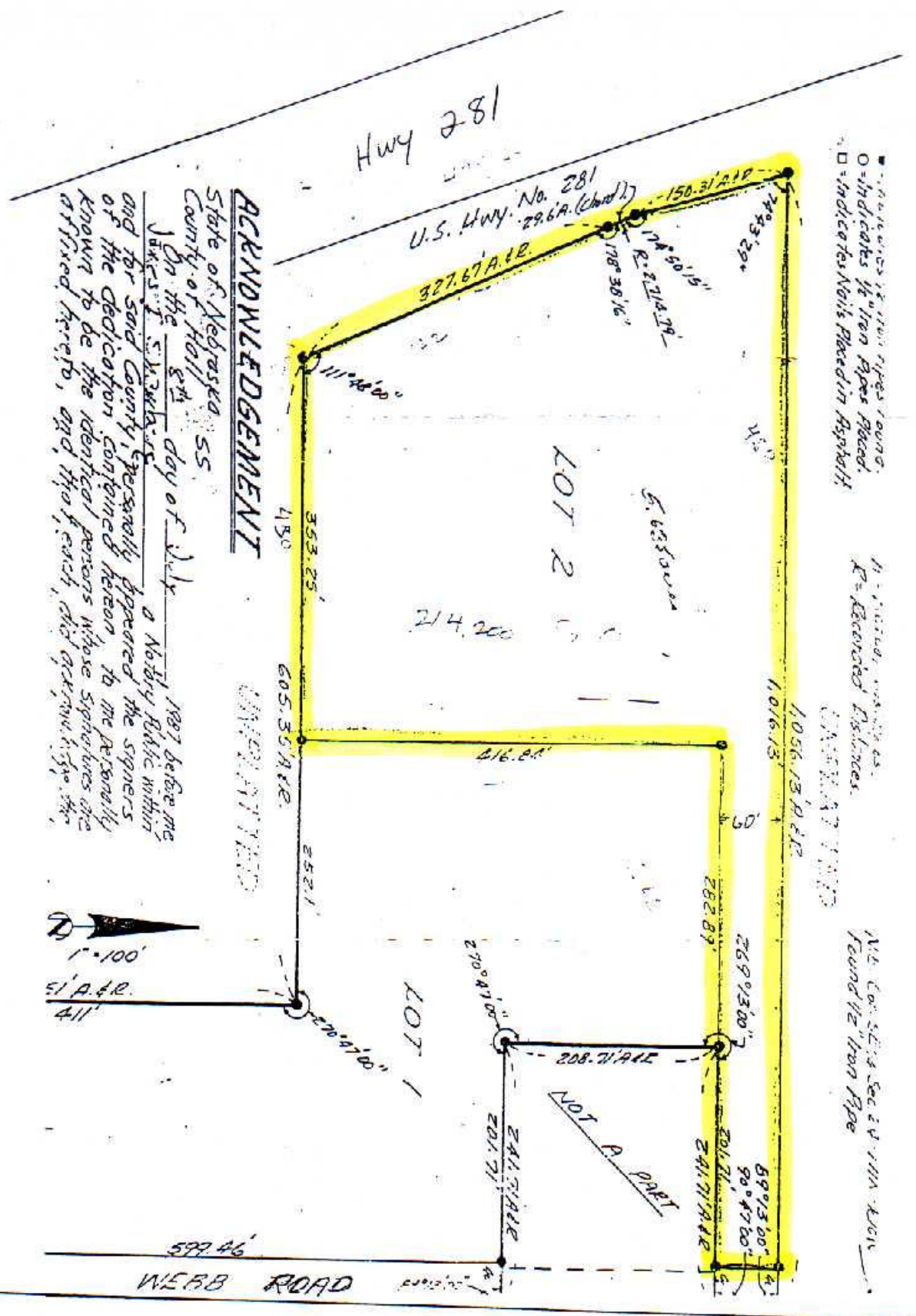
be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

  
Notary Public



Stolley Park Road



**ACKNOWLEDGEMENT**

State of Nebraska  
County of Hall ss

On the 8th day of July 1987 before me  
James J. Schwartz, J.S. Notary Public within  
and for said County, personally appeared the signers  
of the dedication contained herein to me personally  
known to be the identical persons whose signatures are  
affixed hereto, and that each did acknowledge the

• Distances in iron pipes round.  
○ Indicates 1/2" Iron Pipes Placed.  
□ Indicates Nails Placed in Asphalt.

H = Horizontal Distances  
R = Recurved Distances  
C = Curved Distances

N.B. Containing Sec 24 1/4 MA. K.C.R.

**Bid Includes:**

- 580 feet of 4" ductile iron water main installed, flushed and tested
- 560 feet of 8" SDR sewer main installed — Finished Depth 8 feet,
- Tapping fees and permits