Ivins City Staff Report
City Council Meeting 5/1/2014

Agenda Item: Approval of memorandum of agreement regarding improvement of 200 East Street adjacent to Discovery Phase 2 Subdivision

Submitted by: Charles R. Gillette, P.E., City Engineer

Recommended City Council Action:
Approve memorandum of agreement regarding improvement of 200 East Street adjacent to Discovery Phase 2 Subdivision

BACKGROUND:
Discovery Phase 2 Subdivision is located adjacent to 200 East Street between 600 South and 800 South. The transportation master plan budgets for reconstruction of 200 East Street and as a cost saving measure staff considers that the Discovery Phase 2 subdivision is a good opportunity for the full width reconstruction through this segment. Therefore, this agreement would require the developer to improve the full width of 200 East Street and the City would take responsibility and reimburse the developer for the east half.

FINDINGS AND ANALYSIS:
Staff has drafted this simple memorandum of agreement and the developer Plumb-Gardner LLC has indicated that they are willing to sign it. Staff has the right to review the price submitted by the developer's contractor and seek a different bid if it is considered unreasonable.

SUPPORT MATERIALS:
- Memorandum of Agreement

FINANCIAL IMPACT:
This project is included in the proposed budget for FYE 2015, with a budget amount of $75,000. We currently do not have firm costs for the project, therefore approval of the expenditure will be submitted to the City Council at a later date.

Respectfully Submitted:

Charles R. Gillette, P.E., City Engineer

Content Review:

Dale Coulam, City Manager

Memorandum of Agreement

Regarding Improvement of 200 East Street

between

Ivins City

and

Plumb-Gardner, LLC

Whereas, Plumb-Gardner, LLC is owner and developer (referred to herein as "the developer") of Discovery Phase 2 Subdivision which is proceeding through the Ivins City subdivision process to subdivide the area into 10 individual lots that are adjacent to 200 East and as such, the subdivision is required to install half width street improvements on 200 East Street between 600 South and 800 South.

Whereas, Ivins City desires for replacement of the full width of asphalt on said segment of 200 East Street and for practicality to avoid the complications of having a separate construction contract, Ivins City desires to have the developer's contractor to replace the full width of asphalt.

Hereby, Ivins City and the developer enter into the following agreement:

The developer will:

1. Show on its development plans the replacement of the full width of asphalt pavement on the said segment of 200 East Street.
2. In the process of installing its required improvements on 200 East Street, will also install the full width of new asphalt pavement on the said segment of 200 East Street.

Ivins City will:

1. Upon completion of the improvements to 200 East Street, will reimburse the developer for the cost to replace the asphalt on the east half of the street.

It is jointly agreed that:

1. Ivins City will review the plans prior to the developer receiving bids for construction.
2. The developer will select the contractor to complete the work.
3. Ivins City has right to refuse the unit prices of developer's selected contractor and request the developer to solicit additional bids.
4. Assuming the existing pavement will be pulverized and resulting roadbase/pulverized asphalt mix meets the gradation and bearing capacity for Class A aggregate base (per APWA Section 32 11 23), Ivins City will allow this material to be used for base under the asphalt trail and curb and gutter, and handicap ramps.
5. The developer will show proof of payment to its contractor before Ivins City will release a reimbursement check. Or alternatively Ivins City will release a joint check with both the developer and contractor name listed as payees.
6. Ivins City will allow shutdown of 200 East Street road segment to through traffic with the following stipulations:

a. Access is maintained to Elfin Cove and Red Mountain West subdivisions as much as practicable.
b. Traffic shutdowns shall not extend through any weekends or holidays.
c. The traffic will not be shutdown for more than five working days per shutdown and no more than two shutdowns.

7. Ivins City's funding for this project does not become available until Fiscal Year Ending (FYE) 2015 which starts on July 1, 2014. If the developer completes the project prior to the City funds being available, the developer will need to carry the costs until the start of the FYE15.
8. This agreement does not supersede any of the City's ordinances.

Dated this _____ day of _____, 2014.

IVINS CITY SEAL

_____
Chris Hart, Mayor

ATTEST: _____
Kari Jimenez, City Recorder

PLUMB-GARDNER, LLC

_____
Walter Plumb, Jr.
Its:_____

ATTEST: _____
NAME: _____
TITLE: _____