Ivins City Staff Report
City Council Meeting 1/17/2019

Agenda Item: Consider approval of expenditure and purchase agreement for acquisition of property for regional detention basin at 185 N 600 W

Submitted by: Charles R Gillette, P.E., Public Works Director and City Engineer

Recommended City Council Action:
Approve expenditure of $80,000 and purchase agreement for acquisition of property for regional detention basin at 185 N 600 W

BACKGROUND:
Ivins has been working on the storm drain improvement plan since the passage of the Storm Drain Master Plan. Key to this plan is reducing flooding in the area of 600 West and Center Street. A detention basin is therefore needed at 200 North and 600 West.

FINDINGS AND ANALYSIS:
Staff has negotiated with property owner RT Marten for 0.98 acres of property as shown in the support materials that provide the real estate necessary to install a 1.8 acre-foot capacity detention basin as recommended by the City's master plan.

The property owner has agreed to a price of $80,000 which is based on the appraisals that were performed on the properties in the area for purchase of right-of-way for Kwavasa Drive. The City and property owner have agreed to split the cost of landscaping the basin by the City paying for the plant materials up to $15,000 and the RT Marten agreeing to pay for the install of the materials and irrigation system.

Staff believes the agreement is fair and in the interest of both the City and the Developer.

SUPPORT MATERIALS:
Vicinity Map
Purchase agreement

FINANCIAL IMPACT:
GL 53-4287.9: $80,000

Respectfully Submitted:

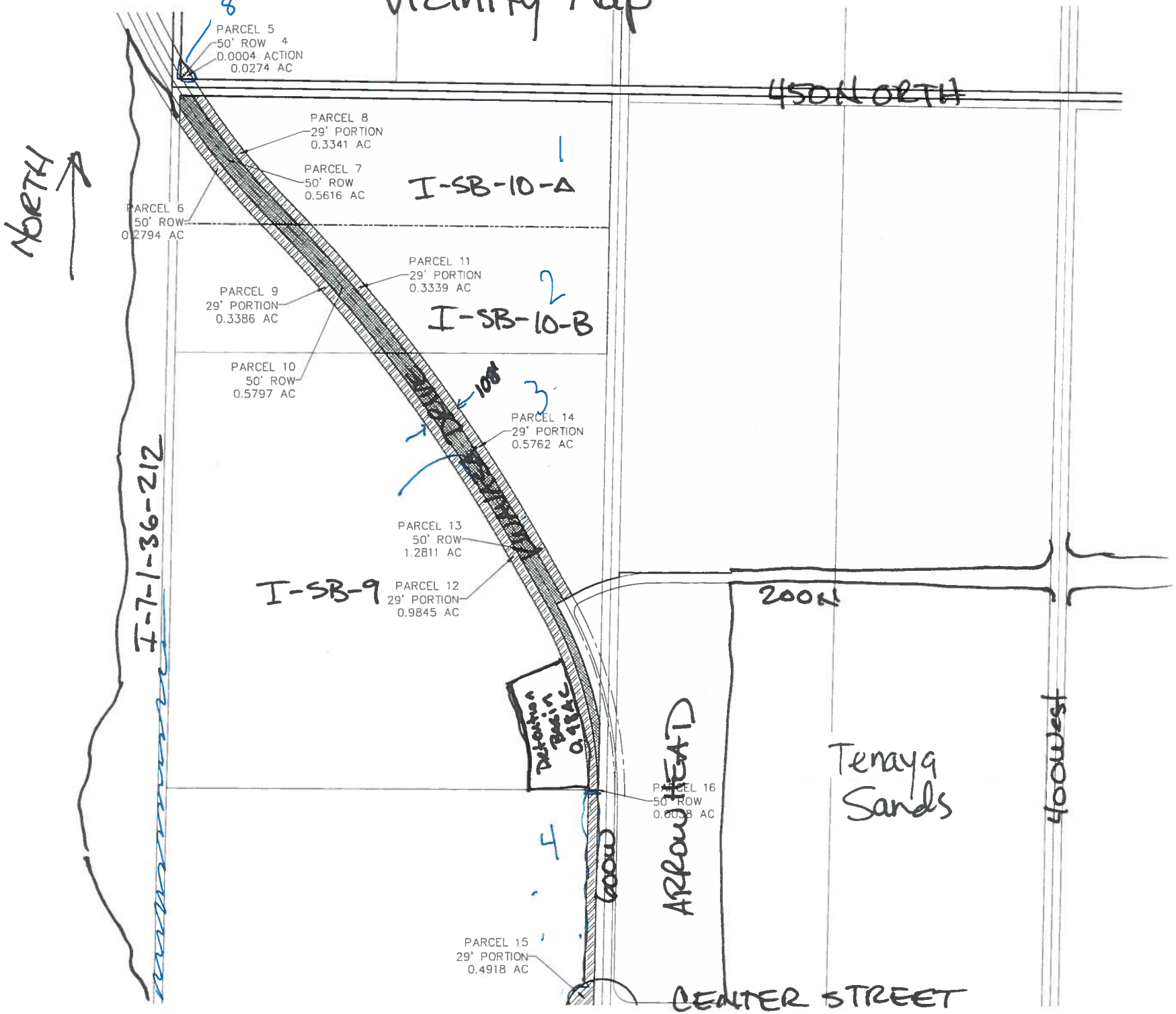
Charles R Gillette, P.E., Public Works Director & City Engineer

Content Review:

~~Dale Coulam, City Manager & City Attorney~~
Wally Etchie, Asst. City Manager

200N 600W Detention Basin

Vicinity Map



Property Exchange Agreement for
Detention Basin at 185 North Kwavasa Drive (600 West)

This agreement is made and entered into effective this _____ day of _____, 2019, by and between RT Marten Utah LLC, limited liability corporation of Utah that is a property owner in Ivins ("RT Marten"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. RT Marten owns a property identified by Washington County parcel (WC parcel) numbers as I-SB-9.
2. Ivins City is interested in acquiring real property to install a sub-regional detention basin at approximately 185 North Kwavasa Drive.

Now, therefore, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns to exchange properties as follows:

1. RT Marten Deeding Property: RT Marten will convey by warranty deed "Detention Basin", 0.9792 square feet, as shown in Exhibit A and described in Exhibit B.
2. Title Costs: The title costs will be paid by Ivins City.
3. Price: The City agrees to the purchase price of the "Detention Basin" property for $80,000.
4. Concept Design of Detention Basin: Exhibit C provides a concept design of the detention basin which shall be the basis for agreed improvements that will be installed on the subject property. Both parties agree that the design shall be faithfully executed, some minor changes may be made in the process of developing a final design and construction. Both parties will agree to the final design prior to construction.
5. Construction: Ivins City is responsible for the construction of the detention basin and all piping into and out of the basin from 200 North to Center Street.
6. Detention Basin Capacity: The detention basin shall provide all detention needs for the future development of parcels identified as I-SB-9, I-SB-10-B, I-SB-10-A and the portion of I-7-1-36-212 that is adjacent to the first three listed properties (as currently configured) and provides additional detention for the City to divert flows into the existing storm drain piping located at 600 West Center Street. The City will not require the parcels listed above to construct separate detention basins upon development. When these parcels develop, the drainage study shall consider the capacity of this new basin.
7. Low Impact Development Regulations: New low impact development regulations are soon to be implemented in Ivins City, the Seller or its successor shall have the right to convert the detention basin area into a retention basin if needed to meet future low impact development regulations.
8. Use of Property: RT Marten may continue to drain to the location and detain storm water until the City installs the proposed improvements.
9. Landscaping of Detention Basin: The parties will share in the cost to landscape the basin. Ivins City will be responsible to supply the materials for the landscaping of the basin based on an approved plan provided by RT Marten. The materials purchased by the City shall not to exceed $15,000. RT Marten will provide all labor. The landscaping will include trees, bushes, and grasses along the banks of the basin. The landscaping shall match a natural desert landscape style commonly used in the Kayenta area. The bottom of the basin will be seeded and natural vegetation will be encouraged and not removed unless sediment needs to be removed. Noxious and invasive weeds will be removed.
10. Road Improvements on 600 West: The parties agree to split the cost of the road improvements 50 percent each on 600 West when RT Marten develops property surrounding the subject parcel. The

road improvements include roadbase, asphalt, asphalt seal, concrete curb and gutter or surface drainage ditch (whichever is required), sawcuts, fine grading, overexcavation of area under roadway and any additional landscaping required to finish the roadway. The City agrees to perform all required overexcavtions under the pathway as part of the construction of the basin.

11. Maintenance of Detention Basin: Ivins City will be responsible for the maintenance of the detention basin into perpetuity, eliminating noxious weeds, maintaining landscape, removing sediment, repair and replacement of pipes and structures, and upsizing inlets, pipes and overflows if necessary.
12. Schedule of Construction: Ivins City will construct the facility when funds are available. The export of fill will be necessary, and the City reserves the right to negotiate with third parties for the export. If development of the parcels in Article 5 necessitates the construction of the basin, the developer shall install the basin and receive credits for its construction.

This agreement shall run with the land and apply to the successors of both parties.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

IVINS CITY:

Attest:

By:_____
Chris Hart, Mayor

By:_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this ___ day of _____, 2019, before me personally appeared Chris Hart and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

RT MARTEN UTAH LLC:

By:_____
R T Marten, Manager

STATE OF UTAH
County of Washington

On this ___ day of _____, 2019, before me personally appeared R T Marten whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

_____
Notary Public

EXHIBIT A
AREA MAP

EXHIBIT B
LEGAL DESCRIPTIONS

Exhibit C: Concept Design of 175 North Kwavasa Drive Detention Basin

