Ivins City Staff Report
City Council Meeting 1/16/2020

Agenda Item: Discuss and consider approval of a Property Purchase Agreement for the 450 North Detention Basin

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

Recommended City Council Action:
Approve Property Purchase Agreement for the 450 North Detention Basin

BACKGROUND:
As the Council is aware, the west side of Ivins has a history of major storms causing problems sending large amounts of water down the dirt road portion of 600 West. This basin is needed to cut off drainage from upstream areas and prevent the large flows and floods that wash out the dirt road and cause plugging of storm drains at 600 West Center Street contributing to flooding throughout the entire City.

The Ivins City Storm Drain Master Plan has identified this basin as a high priority to correct the flooding problems that have occurred.

FINDINGS AND ANALYSIS:
Ivins City has negotiated with the Ence Family to donate the property in exchange for adding a new drain down 450 North. This drain was not planned for and is an additional expense, but the savings in purchasing the property nearly pays for the drain, and the City gets the added benefit of being able to divert additional storm water into the Kayenta Wash.

SUPPORT MATERIALS:
Agreement with Exhibits
Financial Analysis

FINANCIAL IMPACT:
The cost of the unplanned pipeline is $163,000 in accordance with the construction contract with Interstate Rock. The value of the land exchanged by Ence is estimated at $132,000.

Respectfully Submitted:

Charles Gillette, P.E., Public Works Director/City Engineer

Content Review:

Dale Coulam, City Manager

WHEN RECORDED, MAIL TO:	MAIL COPY TO SELLER:
KARI JIMENEZ	IRVIN & KAY
IVINS CITY RECORDER	LAND HOLDINGS
55 NORTH MAIN	65 E 200 S
IVINS, UT 84738	IVINS, UT 84738

APN: I-6-1-31-41010, I-6-1-31-4102, I-6-1-31-3100.

Property Exchange Agreement for Detention Basin at 600 West 450 North

This agreement is made and entered into effective this _____ day of _____, 2020, by and between Irvin & Kay Land Holdings, limited liability corporation of Utah that is a property owner in Ivins ("Seller"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. Seller owns a properties identified by Washington County parcel (WC parcel) numbers as I-6-1-31-41010, I-6-1-31-4102, I-6-1-31-3100.
2. Ivins City is interested in acquiring a 1.50 acre portion of parcel number I-6-1-31-41010 to install a sub-regional detention basin at approximately 450 North 600 West.

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. Seller Deeding Property: Seller will convey by warranty deed "Detention Basin", 1.50 acres, as shown in Exhibit A and described in Exhibit B.
2. Construction Easement: Seller will convey a temporary construction easement, 0.307 acres, as shown in Exhibit A and described in Exhibit B. The temporary construction easement will expire 2 years after the construction is completed. However, the City agrees to maintain the slope and any drainage improvements in the easement upon receiving permission from the owner.
3. Title Costs: The title costs will be paid by Ivins City.
4. Price: The City agrees to the following concessions in lieu of a money exchange.
5. New Storm Drain Pipeline: The City agrees to construct a 24-inch diameter storm drain pipeline from the new Detention Basin in the alignment shown on Exhibit C in lieu of payment for the Detention Basin. Inlets and junctions will be provided as shown on this exhibit. The Seller may install storm drain improvements that will provide drainage for their properties connecting to the 24-inch pipeline at any of the proposed inlets and junctions.
6. Concept Design of Detention Basin: Exhibit D 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.
7. 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.
8. Water Service Line: Ivins City agrees to provide a buried 1-inch diameter PVC water service line from the meter located at 450 N 400 W to the corrals.
9. Detention Basin Capacity: The detention basin shall provide all detention needs for the future development of parcel number I-6-1-31-41010 and I-6-1-31-4102, 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 to reduce peak flows. When this parcel develops, the drainage study shall consider the capacity of this new basin and no additional detention shall be required.

10. 200 N Detention Basin: The City is planning a detention basin at 200 North 600 West. Ivins City agrees to allow Parcel number I-6-1-31-3100 to utilize the storage available in that detention basin contingent on the developer of that property installing adequate pipeline capacity to the basin when the property develops.
11. Temporary Use of City Right-of-Way: The City agrees to give the Seller a revocable license to temporarily utilize a portion of 450 North Street right-of-way. The area shall be defined as a 260 foot by 49.5 foot area that starts at the east edge of the proposed Kwavasa Drive right-of-way and extends eastward 260 feet as shown in Exhibit E.
12. 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 at 450 North 600 West into an infiltration basin if needed to meet future low impact development regulations.
13. Use of Property: The Seller or its successor may continue to use the Detention Basin for the following uses: (a) feeding animals, (b) watering animals, and (c) pasturing animals. The seller may install equipment that retains storm water or holds irrigation water to the benefit of these uses on the property. Such equipment shall be removed upon the cessation of the pasture operation at the expense of the seller. Such equipment shall not interfere with primary purpose of the Detention Basin. If the EPA or Utah Division of Environmental Quality determine that the use impairs the water quality of the Santa Clara River, such uses shall also be eliminated or modified as approved by the City by fencing out the pasturing of cattle in the detention basin. City will fence the embankment area adjacent to the City right-of-way to prevent pasturing of the slopes. All seller use of the "Detention Basin" property shall cease upon the any platted subdivision of any portion of parcel I-6-1-31-41010 as currently configured.
14. Landscaping of Detention Basin: Upon completion of constructing the Detention Basin, the City will reseed the basin slopes and bottom with native plants and vegetation. Upon development of the adjacent property, the seller has the right to improve the landscaping. Seller shall not allow any pasturing in of the embankment adjacent to the city right-of-way.
15. Road Improvements on 450 North and 600 West: The parties agree to split the cost of the road improvements 50 percent each on 450 North and 600 West when the Seller or its successor develops the property surrounding the Detention Basin. The road improvements are defined as grading, overexcavation, asphalt, roadbase, concrete work, public utilities, drainage and any work appurtenant to these improvements.
16. Maintenance of Detention Basin: Ivins City will be responsible for the maintenance of the detention basin into perpetuity, removing sediment, repair and replacement of pipes and structures, and upsizing inlets, pipes and overflows as necessary. Seller is responsible for elimination of noxious weeds until pasturing operations on the detention basin property is terminated.
17. 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 adjacent parcel necessitates the construction of the basin, the developer shall install the basin and receive credits from the City 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 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 _____, 2020, 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

IRVIN AND KAY LAND HOLDINGS, LLC:

By:_____
Irvin J Ence, Owner

STATE OF UTAH
County of Washington

On this ___ day of _____, 2020, before me personally appeared Irvin J Ence 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

By:_____
Ellen Ence, Owner

STATE OF UTAH
County of Washington

On this ___ day of _____, 2020, before me personally appeared Ellen Ence 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

By:_____
Brent Ence, Manager

STATE OF UTAH
County of Washington

On this ___ day of _____, 2020, before me personally appeared Brent Ence 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

By:_____
Robert Ence, Manager

STATE OF UTAH
County of Washington

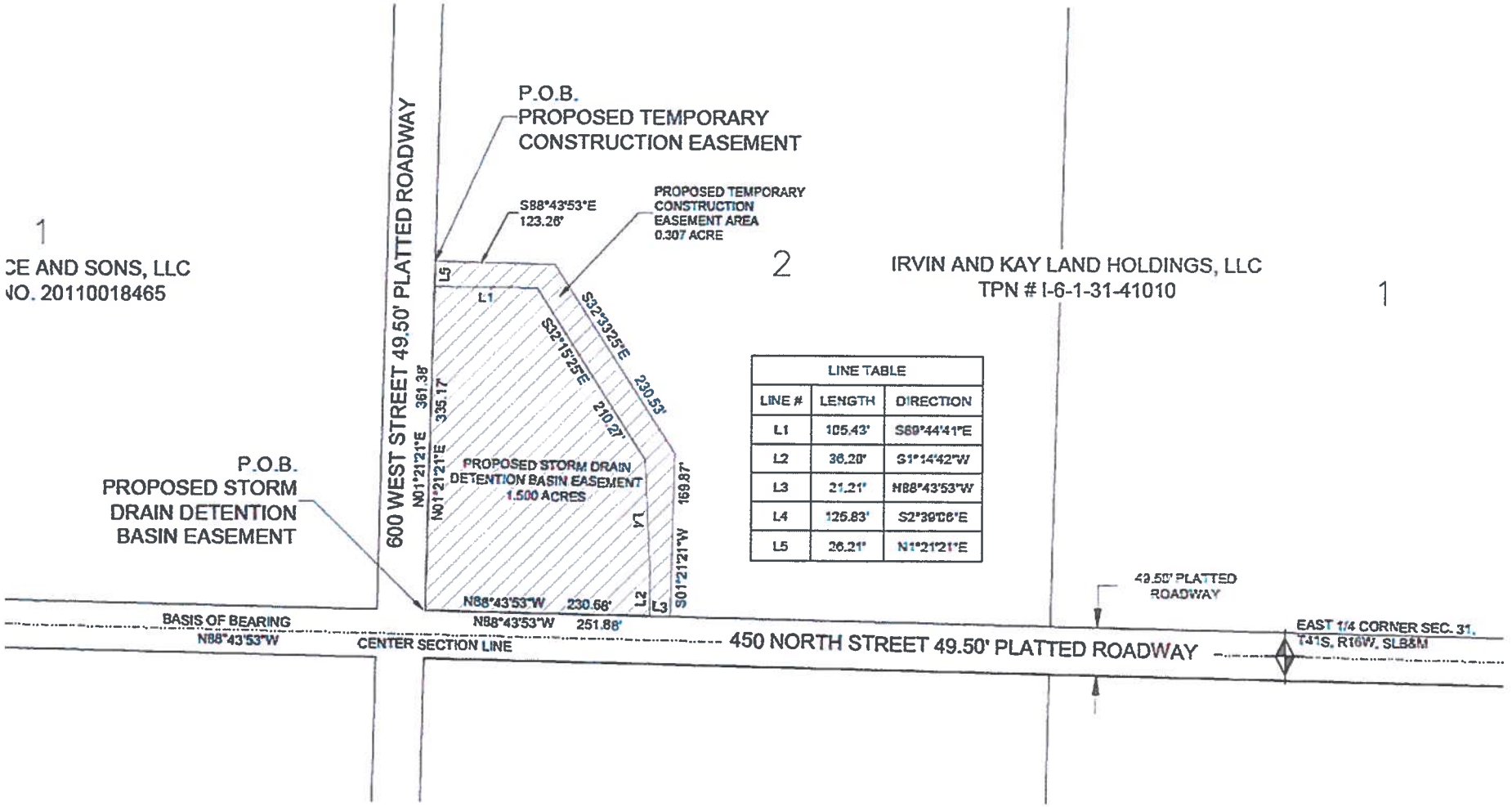
On this ___ day of _____, 2020, before me personally appeared Rober Ence whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

_____
Notary Public

EXHIBIT A

AREA MAP

EXHIBIT A



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	105.43'	S69°44'41"E
L2	36.28'	S1°14'42"W
L3	21.21'	N88°43'53"W
L4	125.83'	S2°39'06"E
L5	26.21'	N1°21'21"E

EXHIBIT B

LEGAL DESCRIPTIONS

EXHIBIT B

PROPOSED DETENTION BASIN EASEMENT (REVISED 10-10-19):

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 3 OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, RUNNING THENCE N1°21'21"E, 335.17 FEET ALONG THE WEST LINE OF SAID LOT 2; THENCE S89°44'41"E, 105.43 FEET; THENCE S32°15'25"E, 210.27 FEET; THENCE S2°39'06"E, 125.83 FEET; THENCE S1°14'42"W, 36.20 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE N88°43'53"W, 230.68 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

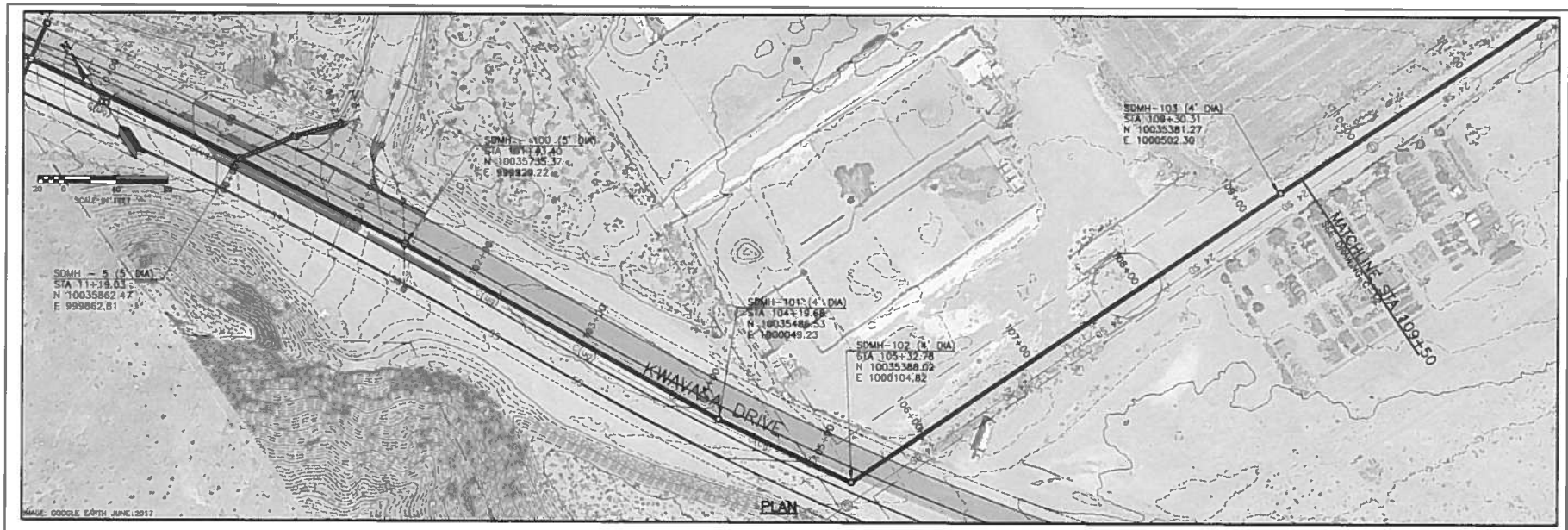
CONTAINING 1.500 ACRES.

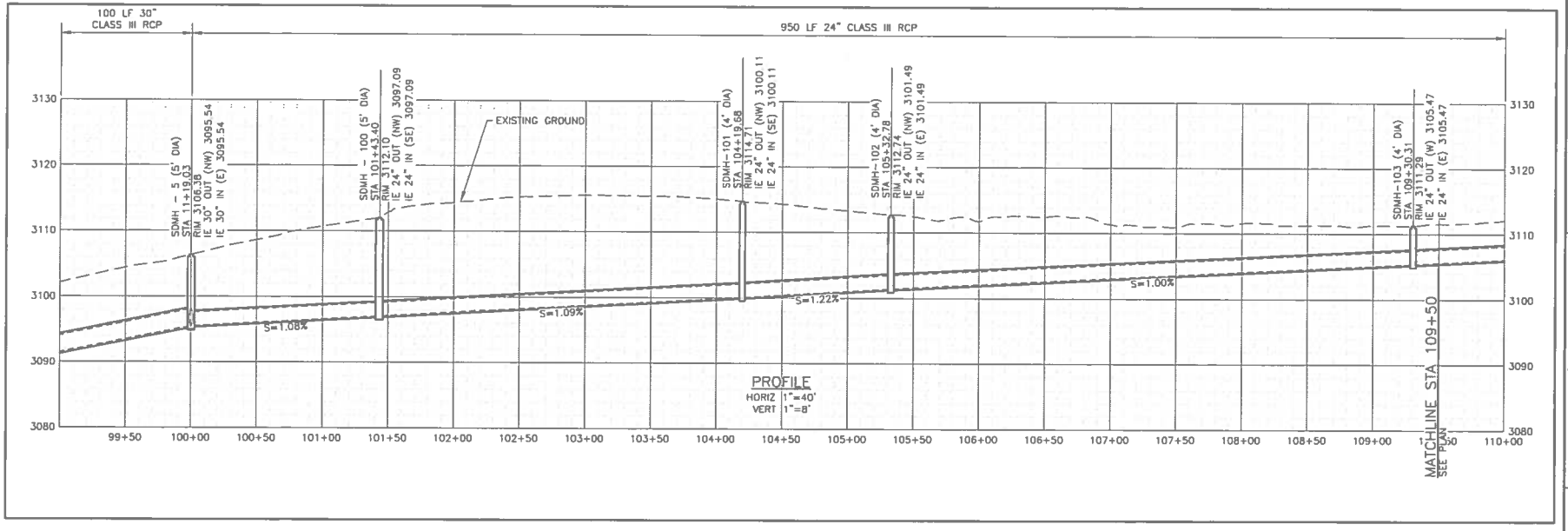
PROPOSED TEMPORARY CONSTRUCTION EASEMENT (10-10-19):
BEGINNING AT A POINT N1°21'21"E, 361.38 FEET ALONG THE WEST LINE OF LOT 2, BLOCK 3 OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, FROM THE SOUTHWEST CORNER OF SAID LOT 2, RUNNING THENCE S88°43'53"E, 123.26 FEET; THENCE S32°33'25"E, 230.53 FEET; THENCE S1°21'21"W, 169.87 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE N88°43'53"W, 21.21 FEET ALONG SAID SOUTH LINE; THENCE N1°14'42"E, 36.20 FEET; THENCE N2°39'06"W, 125.83 FEET; THENCE N32°15'25"W, 210.27 FEET; THENCE N89°44'41"W, 105.43 FEET TO THE WEST LINE OF SAID LOT 2; THENCE N1°21'21"E, 26.21 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINING 0.307 ACRE.

EXHIBIT C

PIPELINE CONCEPT DESIGN





Bowen Collins & Associates, Inc.
CONSULTING ENGINEERS

100% REVIEW

NO.	DATE	REV. BY	REVISIONS DESCRIPTION

MAPS CITY

CIVIL

KWAVASA TO 450 NORTH 2018 STORM WATER IMPROVEMENT PROJECTS
MAPS CITY, UTAH

PLAN & PROFILE STA 100+00 TO 109+50

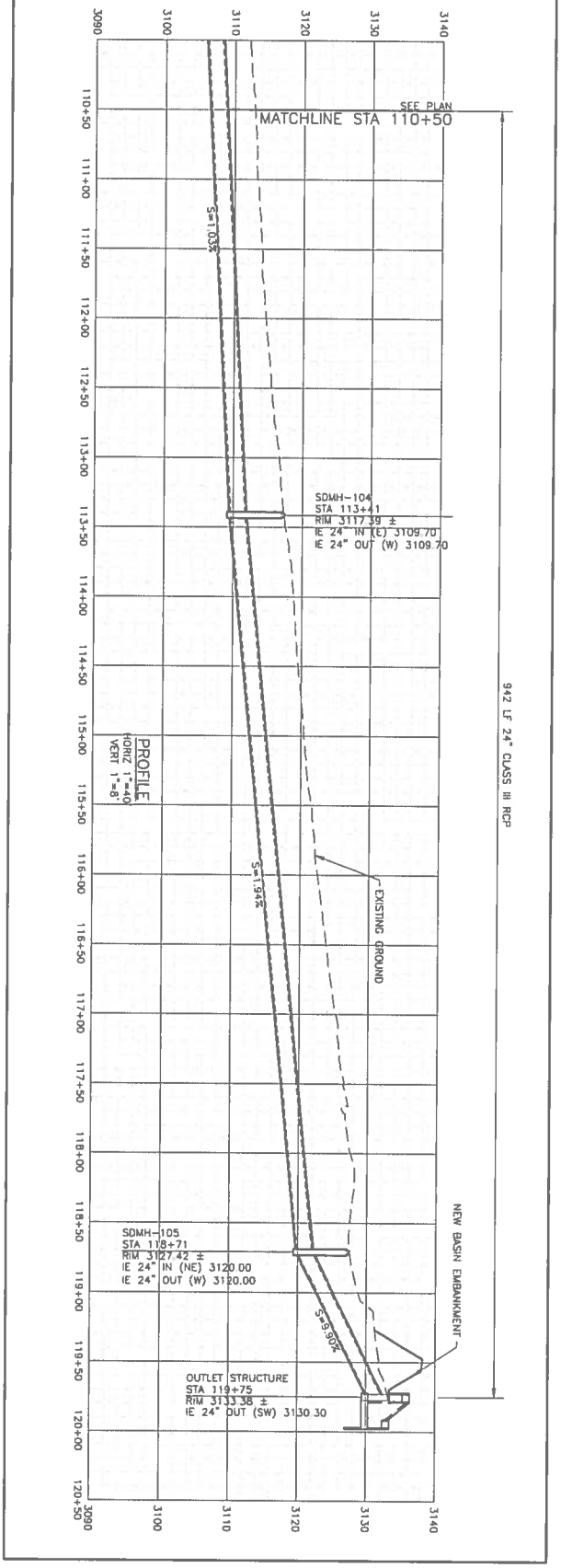
DESIGN: DESIGN C. MOULTRIE
REVIEW: CHECKED T. OLSEN
APPROVED T. OLSEN

VERIFY SCALE
BAR IS ONE INCH (IN) ON ORIGINAL DRAWING

DATE: MARCH 2019
PROJECT NUMBER: 235-18-02

DRAWING NO. C-11
SHEET 16 OF 22

S:\Maps\235-18-02 2018 Storm Drain MP Projects\2.0 - Design Phase\2.1B Drawings\SM\2351802_C-11.dwg Plotted: 3/20/2019 11:06 AM By: Cody Nielson





CIVIL

KWAVASA TO 450 NORTH PLAN & PROFILE STA 109+50 TO 119+92

DRAWING NO. C-12

SHEET 17 OF 22

DATE: MARCH 2019

PROJECT NUMBER 235-16-02

MINS CITY

2018 STORM WATER IMPROVEMENT PROJECTS

MINS CITY, UTAH

DESIGN	REVIEW	VERIFY SCALE
DESIGN C. MOULTRIE	CHECKED T. OLSEN	BAR IS ONE INCH ON ORIGINAL DRAWING
DRAWN C. NIELSON	APPROVED T. OLSEN	

NO.	DATE	REV BY	DESCRIPTION

REVISIONS

100% REVIEW

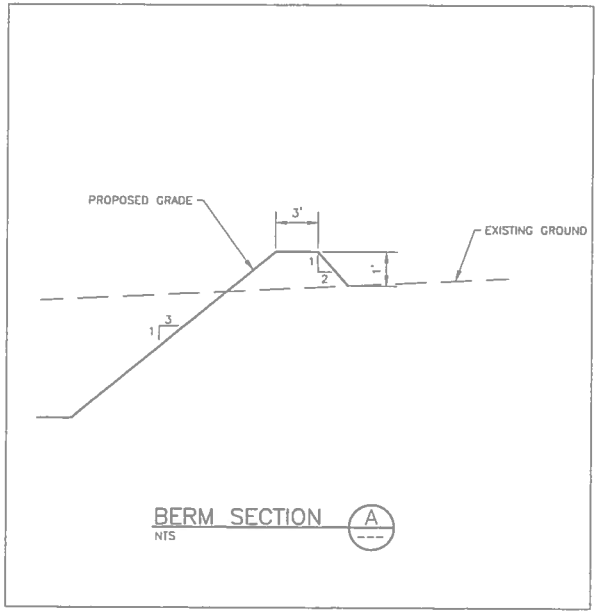
Bowen Collins & Associates, Inc.
CONSULTING ENGINEERS

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EXHIBIT D

DETENTION BASIN CONCEPT DESIGN





SITE COORDINATES

Point #	Northing	Easting	Elevation
100	10035715.97	1001491.44	3134.71
101	10035716.12	1001557.08	3134.70
102	10035543.41	1001665.25	3134.20
103	10035419.91	1001670.12	3134.00
104	10035419.33	1001622.71	3133.70
105	10035433.78	1001584.05	3133.50
106	10035438.65	1001503.00	3133.30
107	10035542.02	1001499.40	3133.80
108	10035639.18	1001491.25	3134.20

Bowen Collins & Associates, Inc.
CONSULTING ENGINEERS

100% REVIEW

NO.	DATE	REV. BY	DESCRIPTION
			REVISIONS

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN C. MOULTRIE
REVIEW CHECKED T. OLSEN
DRAWN C. NIELSON
APPROVED T. OLSEN

CIVIL
KWAVASA TO 450 NORTH BASIN PLAN
2018 STORM WATER IMPROVEMENT PROJECTS
ANNS CITY
ANNS CITY, UTAH

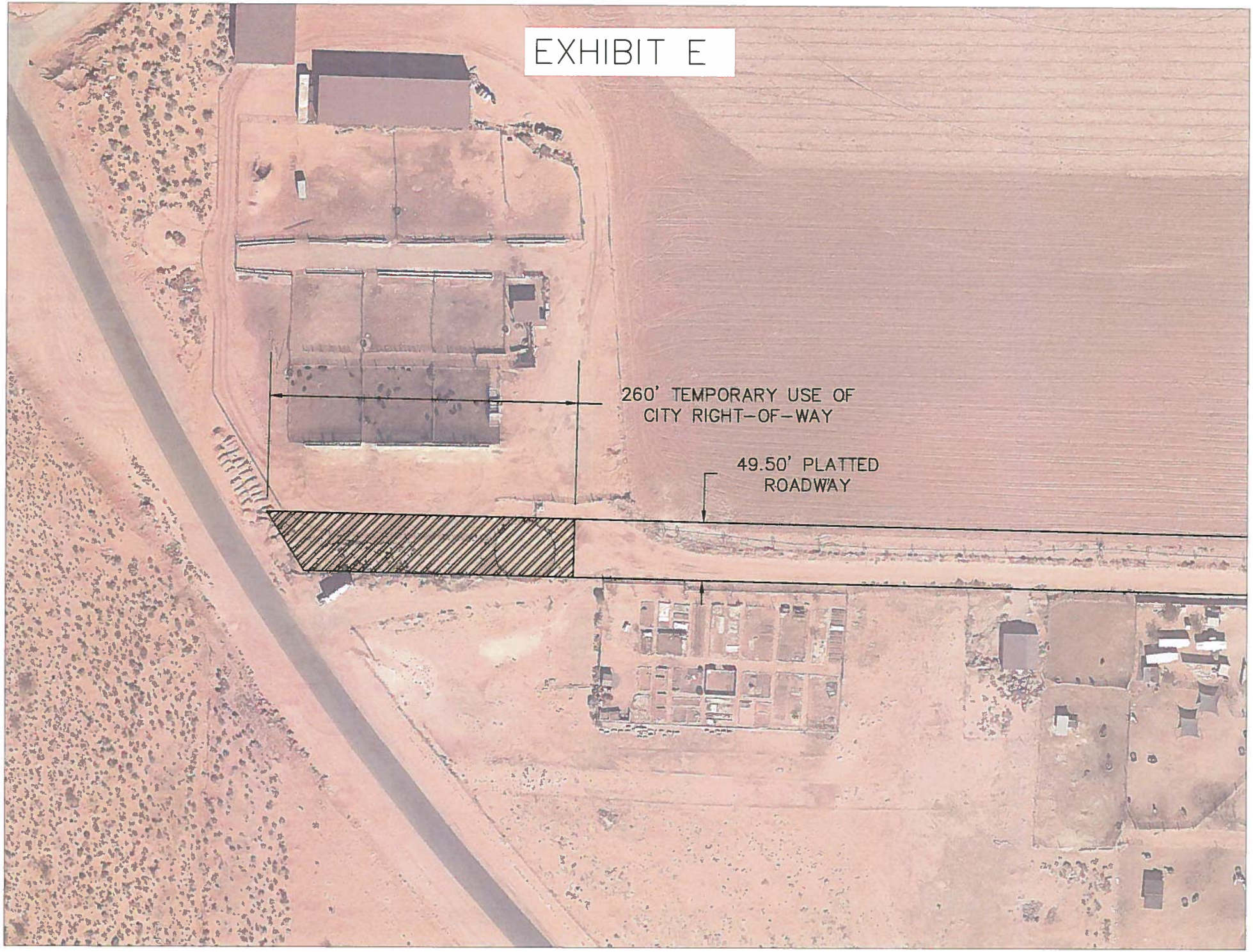
DATE MARCH 2019
PROJECT NUMBER 235-16-02

DRAWING NO. C-13
SHEET 18 OF 22

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EXHIBIT E

MAP OF AREA IDENTIFIED FOR REVOCABLE LICENSE


EXHIBIT E
260' TEMPORARY USE OF
CITY RIGHT-OF-WAY
49.50' PLATTED
ROADWAY