Ivins City Staff Report
City Council Meeting 10/1/2020

Agenda Item: Discuss and consider approval of the parking agreement with the LDS Church.

Submitted by: Thomas J. Jorgensen, P.E. Assistant Public Works Director

Recommended City Council Action:
Approve parking agreement with the LDS Church for the new City Hall.

BACKGROUND:

Ivins City currently has a non-exclusive reciprocal parking license agreement with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints to share the adjoining parking owned by each party. In the past this agreement has proved beneficial to both parties. As part of the new City Hall, some of the church owned parking stalls on the north end of the parking lot are going to be modified slightly to provide a more efficient use of the space. This parking agreement will also be revised to allow the Church to use the additional parking spaces that will be installed as park of the new City Hall project.

FINDINGS AND ANALYSIS:

The Church has expressed willingness to sign the modified agreement and can see the mutual benefit for both the City and the Church. Staff is recommending that Council approve the agreement.

SUPPORT MATERIALS:

- Proposed Non-Exclusive Reciprocal Parking License Agreement

FINANCIAL IMPACT:

Not Applicable

Respectfully Submitted:

Thomas J. Jorgensen, P.E. Assistant Public Works Director

Content Review:

Dale Coulam, City Manager

NON-EXCLUSIVE RECIPROCAL PARKING LICENSE AGREEMENT

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, ("CHURCH"); and IVINS CITY, a Utah municipal corporation, ("IVINS") hereby make THIS NON-EXCLUSIVE RECIPROCAL PARKING LICENSE AGREEMENT (the "Agreement") this ____ day of _____, 2020.

Whereas:

1. IVINS is the owner of certain real property identified as parcels I-53-A-2 and I-53-A-4 in Exhibit A, hereinafter referred to as the "IVINS Parcels".
2. CHURCH is the owner of certain real property identified as parcels I-53-A-3, I-53-A-1, and I-53-B in Exhibit A, hereinafter referred to as the "CHURCH Parcels".
3. The IVINS and CHURCH Parcels are located adjacent to each other.
4. IVINS is constructing approximately 45 new parking stalls for the construction of the new City Hall.
5. IVINS requires additional parking space on weekdays (Monday through Friday) during the day and occasionally on Saturday.
6. CHURCH requires additional parking space all day on Sundays, on Mondays through Fridays during the evenings, occasionally on Saturdays, and occasionally Mondays through Saturdays during the day for funerals.
7. IVINS and CHURCH parking needs are greater than each entity owns individually.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, the parties herby agree and promise as follows:

1. CONSTRUCTION OF NEW PARKING FACILITIES: As consideration for the Church's grant of the rights stated herein IVINS agrees to install new parking stalls on the IVINS Parcels as part of the new City Hall. IVINS also agrees to remove the striping, as identified on Exhibit A, and relocate the striping further south, as identified on Exhibit A.
2. LICENSE TO IVINS: CHURCH hereby grants to IVINS, its employees, agents and invitees, a non-exclusive license to park in that portion of the parking area on the CHURCH Parcels which is adjacent to the IVINS Parcels, said license to be effective during the day on weekdays (Monday-Friday) and occasionally Saturday. This license shall be appurtenant to the IVINS Parcel and shall be used in common with CHURCH, its visitors, members, licensees and other invitees.
3. LICENSE TO CHURCH: IVINS hereby grants to CHURCH, its visitors, members, licensees and other invitees, a non-exclusive license to park in that portion of the parking area on the IVINS Parcels which is adjacent to the CHURCH Parcels, said license to be effective all day on Sundays, on Mondays through Fridays during the evenings, occasionally on Saturdays, and occasionally Mondays through Saturdays during the day for funerals. This license shall be appurtenant to the CHURCH Parcel and shall be used in common with IVINS, its employees, agents, and other invitees.
4. LICENSE RESTRICTIONS: The licenses granted herein shall be used solely to allow parking of automobiles and pick-up trucks and shall not be construed to allow other use of the subject property. Neither shall any license granted herein extend to landscaped areas of the property owned by the respective parties.
5. ACCOMMODATION OF CHURCH: In the event of a funeral to be held Monday through Saturday in the church meeting house situated on the CHURCH Parcel, CHURCH may, by one day's advance notice, deny IVINS use of the parking area on the CHURCH Parcel for that day.
6. NO CHARGES OR CONDITIONS IMPOSED: Neither party to the agreement shall make or assess any charge, fee or toll on any person or entity hereinabove mentioned to park in either of

the above-mentioned parking areas. Further, neither party shall make or set any condition for use of such parking areas which is not contained in this Agreement.

7. MAINTENANCE: Each party shall maintain, light, drain, mark and stripe the parking area on its own property, including the bumpers, curbing, sidewalks, driveways, approaches, entrances and exits in conformity with local laws, regulations and ordinances and with currently prevailing standards in the local community. Proper maintenance shall include the removal of debris, dirt, and refuse. CHURCH and IVINS shall share equally the cost of maintaining the common driveway located on their properties.
8. INDEMNIFICTION OF IVINS: CHURCH shall defend, indemnify and hold IVINS harmless from and against any and all past, present and future liabilities, obligations, assessments, demands, actions, causes of action, judgements, losses, costs, damages or expenses whatsoever, of any kind and every kind in nature, whether or not know or accrued, in whatever form or legal theory, including, but not limited to, reasonable attorney's fees and court costs, which arise out of or the breach of this agreement or the use of IVINS's parking area by CHURCH. This indemnity shall survive the termination of this Agreement.
9. INDEMNIFICTION OF CHURCH: IVINS shall defend, indemnify and hold CHURCH harmless from and against any and all past, present and future liabilities, obligations, assessments, demands, actions, causes of action, judgements, losses, costs, damages or expenses whatsoever, of any kind and every kind in nature, whether or not know or accrued, in whatever form or legal theory, including, but not limited to, reasonable attorney's fees and court costs, which arise out of or the breach of this agreement or the use of CHURCH's parking area by CHURCH. This indemnity shall survive the termination of this Agreement. IVINS will maintain suitable public liability insurance or self-insurance coverage over their activities on the property of each other pursuant to the terms of this Agreement.
10. NON-EXCLUSIVITY: Nothing herein shall be construed to restrict or impair the right of either party to use its own parking area or to enter into other agreements respecting the care, maintenance and operation of its parking area of other portions of its property.
11. TERMINATION: Either party may terminate or revoke this Agreement, with or without cause, by give the other party thirty (30) days' written notice.
12. NOTICES: Any notices required or permitted under this Agreement shall be deemed complete seven (7) days after deposit in the USPS mail, adequate postage pre-paid, certified mail, return receipt requested, and addressed to a party at the address given in the basic provisions or to such other address that the parties may establish by notice.
13. DEDICATION OR CONDEMNATION: The dedication or condemnation of any port of the parking areas covered by the licenses created herein by an entity entitled to do so shall not affect the provisions of this Agreement, and the same shall remain in full force and effect as to the portions of the respective parking areas not dedicated or condemned. In the event of any such dedication or condemnation, the compensation or award therefore shall not be subject to any claim by reason of this Agreement, but the party owning the property so dedicated or condemned shall be entitled to the full amount of any such compensation, and such party shall properly repair and restore the remaining portion of its property without contribution from the other party.
14. ENFORCEMENT AND WAIVER: Each party shall comply with all applicable federal, state, county, city, and other municipal laws, ordinances, rules, and regulations, including zoning regulations, for its parking area, and each will obtain, at its own cost and expense, any authorization, license, or permit required by such laws, rules, regulations and ordinances for its parking area. Each party shall also pay any and all taxes and assessments for its parking area.
15. ATTORNEY FEES: In the event either party is required to bring suit to enforce the provisions of this Agreement, or as a result of any alleged breach thereof, the finally prevailing party shall be entitled to reasonable attorney's fee, which shall be included in the judgement or decree.

16. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State in which the parking properties are located, and any legal proceeding to the Agreement shall be brought in the State or Federal courts located in the State in which the parking properties are located.
17. ENTIRE UNDERSTANDING: This Agreement constitutes the entire understanding and agreement between the parties with respect to the matters herein treated and supersedes all prior agreements (whether written or oral), representations and understandings of the parties. No modifications of this Agreement shall be binding unless reduced to writing and signed by the party against whom enforcement is sought.
18. BINDING EFFECT: The provisions herein shall bind and insure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CHURCH:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SANTS, a Utah corporation sole

BY: _____
Authorized Agent

IVINS:

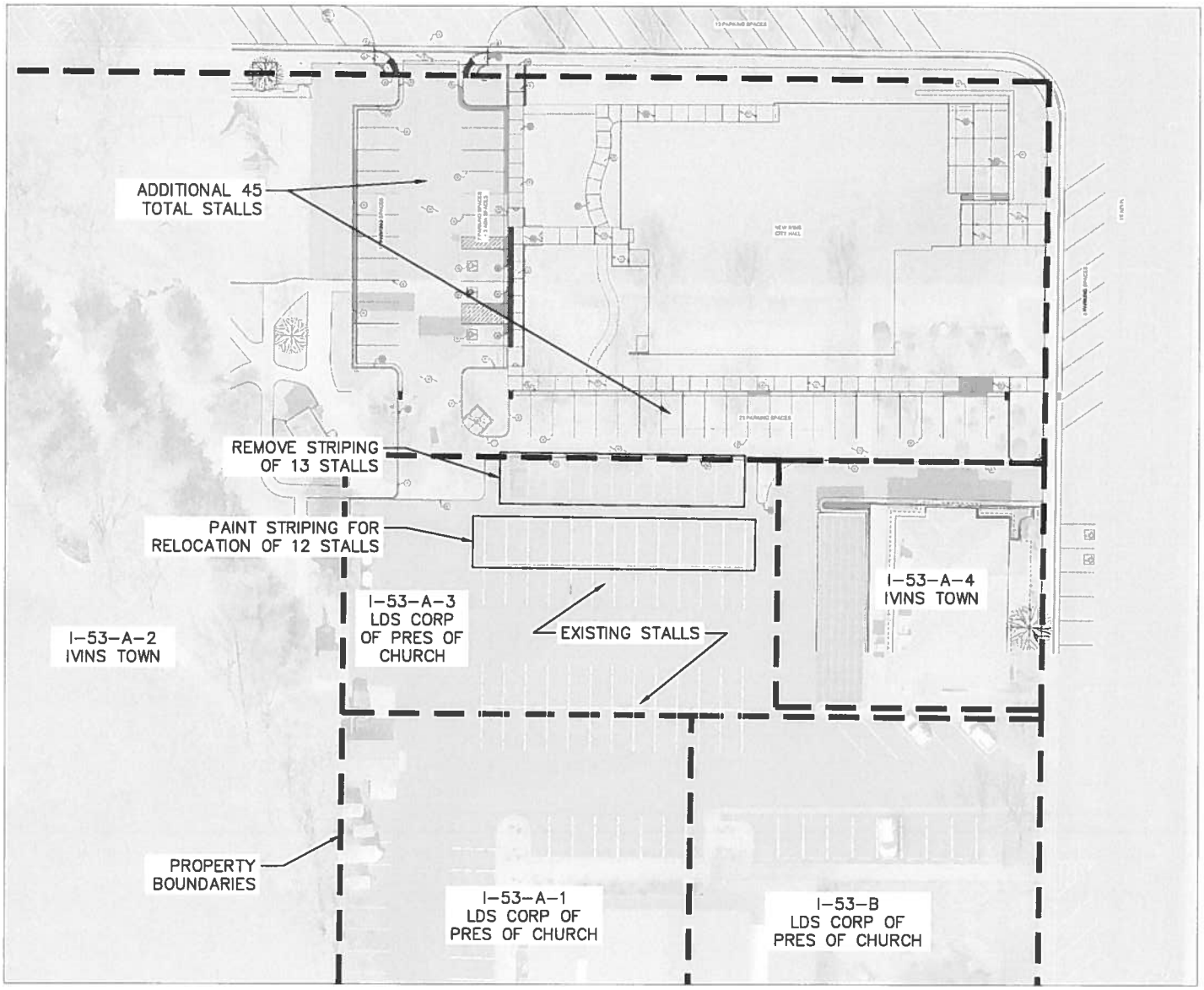
IVINS CITY

BY: _____

Name: _____

Title: _____

EXHIBIT A
PROPERTY EXHIBIT



IVINS CITY
IVINS CITY
55 N. Main Street
Ivins, Utah 84738
435-834-0689
435-874-5486 (fax)

SCALE

PAPER UNITS	DRAWING UNITS
1"	50'
0.5"	25'
0.25"	12.5'
0	0

EXHIBIT A

PROPERTY EXHIBIT

DATE 6/3/20
DRAWN BY TJJ
CHECKED BY CRG

SHEET NO
1
TOTAL SHEETS 1