APPLE VALLEY TOWN COUNCIL

1777 N Meadowlark Dr, Apple Valley
Wednesday, July 28, 2021 at 6:00 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, July 28, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Dale Beddo |
Council Members | Kevin Sair | Paul Edwardsen | Mike McLaughlin | Marty Lisonbee |

Pursuant to the Executive Order issued by Governor Gary Herbert on March 18, 2020 regarding Electronic Public Meetings, please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:

https://us02web.zoom.us/j/88665189302

To call into meeting, dial (253) 215 8782 and use Meeting ID 886 6518 9302

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

1. CONSIDERATION AND POSSIBLE ACTION ON ADOPTION OF FINAL BUDGET FOR THE FISCAL YEAR 2022
2. DISCUSSION AND POSSIBLE ACTION FOR FISCAL YEAR 2021 BUDGET ADJUSTMENT

DISCUSSION AND ACTION

3. DISCUSSION AND POSSIBLE ACTION ON BUDGET ADOPTION FOR FISCAL YEAR 2022
4. DISCUSSION AND POSSIBLE ACTION BUDGET ADJUSTMENT FOR FISCAL YEAR 2021
5. PROPOSAL FOR JEFF VORAN TO BE APPOINTED/SWORN IN AS TOWN RECORDER
6. CONSIDERATION AND POSSIBLE APPROVAL OF A DEVELOPMENT AGREEMENT FOR TLW INVESTMENTS, LLC, PARCEL NUMBER AV-1329-D
7. RESOLUTION OF ADOPTION OF AMENDED BUDGET FOR FISCAL '21

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

PUBLIC COMMENTS

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

CERTIFICATE OF POSTING: I, Jeff Voran, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, the Town Website www.applevalleyut.gov and sent to The Spectrum on the **21st day of July, 2021**.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS
In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

Town of Apple Valley
FY 2021-2022 Preliminary Budget Proposals

	FY20	FY 21 YTD	FY21	FY22 Budget
	PRIOR YEAR ACTUAL	YEAR-TO-DATE ACTUAL	END OF YEAR ESTIMATED	PROPOSED FINAL BUDGET
Change In Net Position				
Revenue:				
Taxes				
3110 General property taxes-current	$ 109,682	$ 125,257	$ 130,000	$ 111,933
3120 Prior year's taxes-delinquent	$ 14,975	$ 10,832	$ 8,000	$ 8,000
3130 General sales and use taxes	$ 118,486	$ 141,280	$ 150,000	$ 130,000
3140 Energy and communication taxes	$ 34,164	$ 36,102	$ 35,000	$ 35,000
3150 RAP Tax	$ 11,612	$ 11,971	$ 13,000	$ 13,000
3160 Transient Taxes	$ 2,117	$ 5,950	$ 3,500	$ 3,500
3170 Fee in lieu of personal property taxes	$ 6,821	$ 9,425	$ 8,338	$ 8,400
3180 Fuel Tax Refund	$ -	$ -	$ -	$ -
3190 Highway/Transit Tax	$ 7,183	$ 13,003	$ 9,600	$ 9,600
Total Taxes	**$ 305,040**	**$ 353,820**	**$ 357,438**	**$ 319,433**
Licenses and permits				
3210 Business licenses	$ 3,175	$ 4,300	$ 3,400	$ 3,400
3221 Building Permits-Fee	$ 32,587	$ 108,522	$ 80,000	$ 80,000
3222 Building Permits-Non Surcharge	$ (1,732)	$ 20,736	$ 3,500	$ 3,500
3223 Building permit - HCP Valuation	$ -	$ 626	$ -	$ -
3224 Building Permits Surcharge	$ -	$ -	$ -	$ -
3225 Animal licenses	$ 800	$ 490	$ 700	$ 500
3430 Assessment fee income	$ -	$ -	$ -	$ -
Total Licenses and permits	**$ 34,829**	**$ 134,675**	**$ 87,600**	**$ 87,400**
Intergovernmental revenue				
3341 EMP Grant $5,000/$10,000	$ -	$ -	$ -	$ -
3342 Fire Dept-State Wildland Grant	$ -	$ -	$ 10,000	$ -
3356 Class C" road allotment"	$ 86,620	$ 85,010	$ 72,000	$ 82,000
3358 Liquor control profits	$ 845	$ -	$ 800	$ 800
3370 State Grants	$ 33,175	$ 15,326	$ 45,000	$ 45,000
3371 State Highway Grants	$ -	$ 30,765	$ -	$ -
3372 Federal Fire Grants	$ -	$ -	=	$ -
3373 CARES Revenue	$ -	$ 72,089	$ 75,000	$ -
Total Intergovernmental revenue	**$ 120,640**	**$ 203,190**	**$ 202,800**	**$ 127,800**
Charges for services				
3410 Clerical services	$ 25	$ 216	$ 100	$ 100
3415 SSD Payroll Services	$ -	$ 4,612	$ 30,000	$ -
3416 Other Interdepartmental Charges	$ -	$ 4,099	$ 10,000	$ 10,000
3420 Fire Department Contracts	$ -	$ 7,514	$ -	$ -
3431 Zoning and subdivision fees	$ 28,175	$ 28,635	$ 30,000	$ 30,000
3440 Solid waste	$ 44,468	$ 42,261	$ 48,750	$ 48,800
3441 Storm Drainage	$ 38,949	$ 37,060	$ 38,880	$ 38,880
3461 GRAMA requests	$ 156	$ 55	$ 200	$ 200
3470 Park and recreation fees	$ 80	$ 80	$ 100	$ 100
3481 Sale of cemetery lots	$ -	$ -	$ -	$ -
3483 Opening and closing - cemetery	$ -	$ -	$ -	$ -
3615 Late charges	$ 3,232	$ 1,621	$ 2,000	$ 2,000
Total Charges for services	**$ 115,084**	**$ 126,153**	**$ 160,030**	**$ 130,080**
Fines and forfeitures				
3510 Fines	$ 5,886	$ 3,882	$ 4,800	$ 4,800
Total Fines and forfeitures	**$ 5,886**	**$ 3,882**	**$ 4,800**	**$ 4,800**
Interest				
3610 Interest earnings	$ 6,662	$ 1,829	$ 4,800	$ 4,800
Total Interest	**$ 6,662**	**$ 1,829**	**$ 4,800**	**$ 4,800**

Miscellaneous revenue				
3640 Sale of capital assets	$ -	$ -	$ 2,000	$ -
3670 Debt proceeds	$ -	$ -	$ -	$ -
3690 Sundry revenue	$ 278	$ 5,174	$ 10,000	$ 1,000
3692 Fire department fundraisers	$ 6,049	$ 1,000	$ 1,300	$ 1,300
3697 Park department fundraisers	$ 6,049	$ -	$ 800	$ 800
3698 Miss Apple Valley fundraisers	$ -	$ -	$ -	$ -
3699 Miss AV scholarship fund	$ -	$ -	$ -	$ -
3801.1 Impact fees - Fire	$ 4,491	$ 1,888	$ 2,000	$ 2,000
3801.2 Impact fees - police	$ -	$ -	$ -	$ -
3801.3 Impact fees - roadways	$ 10,280	$ 16,525	$ 18,000	$ 18,000
3801.4 Impact fees - culinary water	$ -	$ 6,260	$ -	$ -
3801.5 Impact fees - wastewater	$ -	$ -	$ -	$ -
3801.6 Impact fees - storm water	$ 4,078	$ 13,292	$ 15,000	$ 15,000
3801.7 Impact fees - parks, trails, OS	$ 1,692	$ 4,512	$ 6,000	$ 6,000
Total Miscellaneous revenue	**$ 32,917**	**$ 48,651**	**$ 55,100**	**$ 44,100**
Contributions and transfers				
3802.2 Contributions - public safety	$ -	$ 210	$ 300	$ 300
3802.7 Contributions - parks and recreation	$ 8,000	$ -	$ 100	$ 100
3870 Contigency	$ -	$ -	$ -	$ 100,000
3880 Class C" balance appropriated"	$ -	$ -	$ -	$ -
3890 Fund balance appropriation	$ -	$ -	$ -	$ -
Total Contributions and transfers	**$ 8,000**	**$ 210**	**$ 400**	**$ 100,400**
Total Revenue:	**$ 629,059**	**$ 872,410**	**$ 872,968**	**$ 818,813**
Expenditures:				
General government				
Council				
4111.110 Council Salaries and wages	$ 5,925.00	$ 5,517	$ 7,000	$ 5,000
4111.130 Council Employee benefits	$ 245.06	$ 707	$ 700	$ 700
4111.210 Council Travel Reimbursement	$ 1,738	$ 909	$ 2,040	$ 2,100
4111.220 Council Training	$ 370	$ -	$ 1,850	$ 1,900
4111.610 Council Donations and discretionary spending	$ 1,488	$ -	$ 500	$ 500
Total Council	**$ 9,766**	**$ 7,134**	**$ 12,090**	**$ 10,200**
Administrative				
4141.110 Admin Salaries and wages	$ 79,824	$ 73,662	$ 90,000	$ 90,000
4141.130 Admin Employee benefits	$ 9,055	$ 7,802	$ 13,403	$ 13,400
4141.140 Admin Employee Retirement - GASB 68	$ 9,055	$ 1,160	$ 4,700	$ 4,700
4141.210 Admin Dues, subs & memberships	$ 1,128	$ 928	$ 1,000	$ 1,000
4141.220 Admin Public notices	$ 723	$ 455	$ 800	$ 800
4141.230 Admin Clerk training	$ 709	$ 95	$ 900	$ 900
4141.231 Admin PlanComm Training	$ -	$ -	$ -	$ -
4141.240 Admin Office supplies	$ 4,706	$ 6,854	$ 7,500	$ 7,500
4141.250 Admin Equipment maintenance	$ 4,913	$ 5,989	$ 7,500	$ 7,500
4141.260 Admin Building & ground maintenance	$ 415	$ 7,640	$ 1,000	$ 1,000
4141.270 Admin Utilities	$ 4,400	$ 10,595	$ 5,780	$ 5,800
4141.280 Admin Telephone and Internet	$ 11,083	$ 6,233	$ 15,000	$ 15,000
4141.290 Admin Postage	$ 2,870	$ 1,703	$ 2,970	$ 3,000
4141.320 Admin Engineering/Professional Fees	$ 74,602	$ 77,126	$ 80,000	$ 20,000
4141.330 Admin Legal Wages and Contract Labor	$ 44,529	$ 26,146	$ 55,000	$ 28,000
4141.331 Admin Assessment legal fees	$ -	$ -	$ -	$ -
4141.340 Admin Accounting	$ 3,999	$ 6,697	$ 7,500	$ 7,500
4141.350 Building Inspector Fees	$ 22,212	$ 17,408	$ 45,000	$ 45,000
4141.360 Admin Education-general	$ -	$ -	$ -	$ -
4141.390 Admin Bank service charges	$ 3,663	$ 5,420	$ 6,000	$ 6,000
4141.410 Admin Insurance	$ 9,847	$ 10,365	$ 12,000	$ 11,000
4141.490 Admin Travel reimbursements	$ 155	$ -	$ 500	$ 500
4141.500 Admin Weed abatement	$ 975	$ 1,063	$ 2,000	$ 1,500

4141.540 Admin Contributions to SSD	$	-	$	-	$	-	$	-
4141.550 Admin CARES Act	$	-	$	56,335	$	57,000	$	-
4141.610 Bad debt expense	$	-	$	-	$	-	$	-
4141.740 Admin Capital outlay	$	-	$	-	$	-	$	-
4141.741 Admin Capital outlay - Enginerr CDBG	$	-	$	-	$	-	$	-
4170 Elections	$	867	$	1,500	$	1,500	$	1,500
4180 Contingency	$	-	$	-	$	-	$	35,000
Total Administrative	$	289,731	**$**	**325,177**	**$**	**417,053**	**$**	**306,600**
Public safety								
Police								
4210.110 Police Salaries & wages	$	-	$	11,340	$	15,000	$	15,000
4210.130 Police Employee benefits	$	-	$	-	$	-	$	-
4210.230 Police Travel & mileage	$	-	$	-	$	-	$	-
4210.250 Police Expenditures	$	1	$	1	$	10	$	100
4210.470 Police Building Permits	$	-	$	-	$	-	$	-
4210.740 Police Capital outlay	$	-	$	-	$	-	$	-
4253.250 Animal Control Supplies	$	63	$	63	$	100	$	100
Total Police	$	64	**$**	**11,404**	**$**	**15,110**	**$**	**15,200**
Fire								
4220.110 Fire Salaries & wages	$	21,680	$	21,029	$	23,000	$	22,000
4220.130 Fire Employee Benefits	$	1,872	$	1,596	$	1,700	$	1,700
4220.140 Fire Contract Salaries & Wages	$	-	$	-	$	-	$	-
4220.145 Fire Contract Benefits	$	-	$	-	$	-	$	-
4220.150 Fire Contract Expense	$	-	$	-	$	-	$	-
4220.210 Fire Dues, subscriptions & memberships	$	-	$	-	$	-	$	-
4220.230 Fire Travel & mileage	$	282	$	52	$	300	$	300
4220.240 Fire Office expenses	$	-	$	76	$	-	$	-
4220.250 Fire Equipment maintenance & repairs	$	439	$	628	$	700	$	300
4220.260 Fire Rent expense	$	742	$	764	$	850	$	850
4220.360 Fire Training	$	416	$	5	$	800	$	800
4220.450 Fire Small Equip/Supplies	$	1,259	$	1,034	$	1,200	$	1,200
4220.460 Fire Supplies-Fundraisers	$	-	$	-	$	200	$	200
4220.465 Fire Gear	$	1,663	$	11,614	$	13,000	$	2,500
4220.470 Fire EMPG grant expenditures	$	-	$	-	$	-	$	-
4220.475 Fire Other Grant Expenditures	$	963	$	-	$	-	$	-
4220.550 Fire CARES Act	$	-	$	15,429	$	17,000	$	-
4220.560 Fire Equipment Fuel	$	1,403	$	1,333	$	1,800	$	1,800
4220.610 Fire Interest	$	2,443	$	1,706	$	2,362	$	2,400
4220.620 Fire Principal	$	11,023	$	10,637	$	11,103	$	11,100
4220.740 Fire Capital outlay	$	-	$	10,637	$	4,999	$	5,000
4220.810 Fire Contigency	$	-	$	-	$	-	$	35,000
Total Fire	$	44,185	**$**	**76,542**	**$**	**79,014**	**$**	**85,150**
Highways and Public Improvements								
Highways								
4410.110 Road Wages and Contract Labor	$	135	$	5,118	$	6,000	$	3,500
4410.130 Road Employee benefits	$	10	$	-	$	300	$	300
4410.270 Road Flood damage	$	-	$	-	$	-	$	-
4410.380 Road Department Services	$	350	$	-	$	350	$	400
4410.450 Road Department Supplies	$	886	$	-	$	1,000	$	1,000
4410.550 Road Equipment Maintenance	$	9,108	$	2,859	$	10,000	$	10,000
4410.560 Road Equipment Fuel	$	4,830	$	641	$	5,400	$	5,400
4410.740 Road Capital outlay	$	20,335	$	14,593	$	51,000	$	51,000
4410.810 Road Principal	$	41,076	$	40,571	$	45,000	$	41,100
4410.820 Road Interest	$	32,914	$	31,738	$	35,000	$	35,000
4415.110 Public Works Wages and Contract Labor	$	1,538	$	1,530	$	2,500	$	2,500
4415.130 Public Works Employee Benefits	$	125	$	2	$	191	$	200
4415.140 Public Works Employee Retirement - GASB 68	$	-	$	-	$	-	$	-
4115.320 Public Works Engineering/Professional Fees	$	-	$	-	$	-	$	40,000
4415.450 Public Works Supplies	$	2,970	$	451	$	3,500	$	3,500

4415.550 Public Works Equipment Maintenance	$	667	$	59	$	500	$	500
4415.560 Public Works Equipment fuel	$	558	$	250	$	500	$	500
4415.570 Public Works Travel Reimbursement	$	102	$	-	$	200	$	200
4415.610 Public Works Storm Drainage	$	36,691	$	-	$	-	$	-
4415.710 Public Works Interest	$	2,199	$	1,680	$	2,500	$	2,500
4415.720 Public Works Principle	$	46,854	$	14,381	$	16,000	$	16,000
4415.740 Public Works Capital Outlay	$	-	$	-	$	-	$	-
4415.810 Public Works Contigency	$	-	$	-	$	-	$	40,000
Total Highways	$	201,346	**$**	**113,872**	**$**	**179,941**	**$**	**253,600**
Sanitation								
4420.220 Solid Waste Postage	$	-	$	-	$	-	$	-
4420.240 Solid Waste Office supplies & expense	$	-	$	-	$	-	$	-
4420.460 Solid Waste Service	$	46,854	$	41,799	$	44,445	$	44,500
Total Sanitation	$	46,854	**$**	**41,799**	**$**	**44,445**	**$**	**44,500**
Parks, recreation, and public property								
Parks								
4540.110 Park/Rec Wages and Contract Labor	$	4,916	$	5,110	$	6,000	$	6,000
4540.130 Park/Rec Employee benefits	$	-	$	815	$	1,000	$	1,000
4540.250 Park/Rec Department supplies	$	4,916	$	-	$	-	$	-
4540.450 Park/Rec Miss AV-special dept supplies	$	-	$	-	$	-	$	-
4540.460 Park/Rec Community events supplies	$	-	$	-	$	-	$	-
4540.740 Parks Capital outlay	$	5,450	$	10,168	$	12,000	$	12,000
Total Parks	$	15,282	**$**	**16,093**	**$**	**19,000**	**$**	**19,000**
Cemetery								
4590.250 Cemetery Maintenance	$	-	$	-	$	-	$	-
4590.460 Cemetery supplies and equipment	$	-	$	-	$	-	$	-
4590.470 Cemetery Capital Outlay	$	-	$	-	$	-	$	-
Total Cemetery	$	-	**$**	-	**$**	-	$	-
Debt service								
4141.810 Debt service - principal	$0.00		$	-	$	-	$	-
4141.820 Debt service - interest	$0.00		$	-	$	-	$	-
Total Debt service	$	-	**$**	-	**$**	-	**$**	-
Transfers								
4807 Transfer to Assigned Balance -- Fire Impact Fees	$	-	$	-	$	2,000	$	2,000
4809 Transfer to Assigned Balance -- Roadways Impact Fees	$	-	$	-	$	18,000	$	18,000
4810 Transfer to Assigned Balance -- Stormwater Impact Fees	$	-	$	-	$	-	$	15,000
4811 Transfer to Assigned Balance -- Parks and Trails Impact Fees	$	-	$	-	$	15,000	$	6,000
4812 Transfer to Capital Projects -- Flood Mitigation Projects	$	-	$	-	$	38,900	$	40,000
4813 Transfer to Fund Balance	$	-	$	-	$	32,415	$	3,563
Total Transfers	$	-	**$**	-	**$**	**106,315**	**$**	**84,563**
Total Expenditures:	$	376,592	**$**	**592,021**	**$**	**872,968**	**$**	**818,813**
Total Change In Net Position	$	252,467	**$**	**280,389**	**$**	-	**$**	-

Town of Apple Valley
FY 2020-2021 Budget Adjustment

Change In Net Position

	FY20	FY 21 YTD	FY21 Estimated Year-End	FY21 Proposed Budget Adjustment
Revenue:				
Taxes				
3110 General property taxes-current	$ 109,682	$ 125,257	$ 125,256.63	$ 130,000
3120 Prior year's taxes-delinquent	$ 14,975	$ 10,832	$ 10,831.95	$ 8,000
3130 General sales and use taxes	$ 118,486	$ 141,280	$ 141,279.91	$ 150,000
3140 Energy and communication taxes	$ 34,164	$ 36,102	$ 36,101.78	$ 35,000
3150 RAP Tax	$ 11,612	$ 11,971	$ 11,971.19	$ 13,000
3160 Transient Taxes	$ 2,117	$ 5,950	$ 5,950.05	$ 3,500
3170 Fee in lieu of personal property taxes	$ 6,821	$ 9,425	$ 9,425.29	$ 8,338
3180 Fuel Tax Refund	$ -	$ -	$ -	$ -
3190 Highway/Transit Tax	$ 7,183	$ 13,003	$ 13,003.16	$ 9,600
Total Taxes	**$ 305,040**	**$ 353,820**	**$ 353,820**	**$ 357,438**
Licenses and permits				
3210 Business licenses	$ 3,175	$ 4,300	$ 4,300.00	$ 3,400
3221 Building Permits-Fee	$ 32,587	$ 108,522	$ 108,522.30	$ 80,000
3222 Building Permits-Non Surcharge	$ (1,732)	$ 20,736	$ 20,736.08	$ 3,500
3223 Building permit - HCP Valuation	$ -	$ 626	$ 626.46	$ -
3224 Building Permits Surcharge	$ -	$ -	$ -	$ -
3225 Animal licenses	$ 800	$ 490	$ 490.00	$ 700
3430 Assessment fee income	$ -	$ -	$ -	$ -
Total Licenses and permits	**$ 34,829**	**$ 134,675**	**$ 134,675**	**$ 87,600**
Intergovernmental revenue				
3341 EMP Grant $5,000/$10,000	$ -	$ -	$ -	$ -
3342 Fire Dept-State Wildland Grant	$ -	$ -	$ -	$ 10,000
3356 Class C" road allotment"	$ 86,620	$ 85,010	$ 85,009.65	$ 72,000
3358 Liquor control profits	$ 845	$ -	$ -	$ 800
3370 State Grants	$ 33,175	$ 15,326	$ 15,326.25	$ 45,000
3371 State Highway Grants	$ -	$ 30,765	$ 30,765.00	$ -
3372 Federal Fire Grants	$ -	$ -	$ -	=
3373 CARES Revenue	$ -	$ 72,089	$ 72,089.00	$ 75,000
Total Intergovernmental revenue	**$ 120,640**	**$ 203,190**	**$ 203,190**	**$ 202,800**
Charges for services				
3410 Clerical services	$ 25	$ 216	$ 215.82	$ 100
3415 SSD Payroll Services	$ -	$ 4,612	$ 4,612.40	$ 30,000
3416 Other Interdepartmental Charges	$ -	$ 4,099	$ 4,099.34	$ 10,000
3420 Fire Department Contracts	$ -	$ 7,514	$ 7,513.50	$ -
3431 Zoning and subdivision fees	$ 28,175	$ 28,635	$ 28,635.00	$ 30,000
3440 Solid waste	$ 44,468	$ 42,261	$ 42,261.03	$ 48,750
3441 Storm Drainage	$ 38,949	$ 37,060	$ 37,060.24	$ 38,880
3461 GRAMA requests	$ 156	$ 55	$ 55.00	$ 200
3470 Park and recreation fees	$ 80	$ 80	$ 80.00	$ 100
3481 Sale of cemetery lots	$ -	$ -	$ -	$ -
3483 Opening and closing - cemetery	$ -	$ -	$ -	$ -
3615 Late charges	$ 3,232	$ 1,621	$ 1,620.96	$ 2,000
Total Charges for services	**$ 115,084**	**$ 126,153**	**$ 126,153**	**$ 160,030**
Fines and forfeitures				
3510 Fines	$ 5,886	$ 3,882	$ 3,881.67	$ 4,800
Total Fines and forfeitures	**$ 5,886**	**$ 3,882**	**$ 3,882**	**$ 4,800**
Interest				
3610 Interest earnings	$ 6,662	$ 1,829	$ 1,828.52	$ 4,800
Total Interest	**$ 6,662**	**$ 1,829**	**$ 1,829**	**$ 4,800**

Miscellaneous revenue				
3640 Sale of capital assets	$ -	$ -	$ -	$ 2,000
3670 Debt proceeds	$ -	$ -	$ -	$ -
3690 Sundry revenue	$ 278	$ 5,174	$ 5,173.90	$ 10,000
3692 Fire department fundraisers	$ 6,049	$ 1,000	$ 1,000.00	$ 1,300
3697 Park department fundraisers	$ 6,049	$ -	$ -	$ 800
3698 Miss Apple Valley fundraisers	$ -	$ -	$ -	$ -
3699 Miss AV scholarship fund	$ -	$ -	$ -	$ -
3801.1 Impact fees - Fire	$ 4,491	$ 1,888	$ 1,888.00	$ 2,000
3801.2 Impact fees - police	$ -	$ -	$ -	$ -
3801.3 Impact fees - roadways	$ 10,280	$ 16,525	$ 16,525.40	$ 18,000
3801.4 Impact fees - culinary water	$ -	$ 6,260	$ 6,260.00	$ -
3801.5 Impact fees - wastewater	$ -	$ -	$ -	$ -
3801.6 Impact fees - storm water	$ 4,078	$ 13,292	$ 13,292.16	$ 15,000
3801.7 Impact fees - parks, trails, OS	$ 1,692	$ 4,512	$ 4,512.00	$ 6,000
Total Miscellaneous revenue	**$ 32,917**	**$ 48,651**	**$ 48,651**	**$ 55,100**
Contributions and transfers				
3802.2 Contributions - public safety	$ -	$ 210	$ 210.26	$ 300
3802.7 Contributions - parks and recreation	$ 8,000	$ -	$ -	$ 100
3870 Contigency	$ -	$ -	$ -	$ -
3880 Class C" balance appropriated"	$ -	$ -	$ -	$ -
3890 Fund balance appropriation	$ -	$ -	$ -	$ -
Total Contributions and transfers	**$ 8,000**	**$ 210**	**$ 210**	**$ 400**
Total Revenue:	**$ 629,059**	**$ 872,410**	**$ 872,410**	**$ 872,968**
Expenditures:				
General government				
Council				
4111.110 Council Salaries and wages	$ 5,925.00	$ 5,517	$ 5,517.04	$ 7,000
4111.130 Council Employee benefits	$ 245.06	$ 707	$ 707.49	$ 700
4111.210 Council Travel Reimbursement	$ 1,738	$ 909	$ 909.40	$ 2,040
4111.220 Council Training	$ 370	$ -	$ -	$ 1,850
4111.610 Council Donations and discretionary spending	$ 1,488	$ -	$ -	$ 500
Total Council	**$ 9,766**	**$ 7,134**	**$ 7,134**	**$ 12,090**
Administrative				
4141.110 Admin Salaries and wages	$ 79,824	$ 73,662	$ 73,662.03	$ 90,000
4141.130 Admin Employee benefits	$ 9,055	$ 7,802	$ 7,801.88	$ 13,403
4141.140 Admin Employee Retirement - GASB 68	$ 9,055	$ 1,160	$ 1,160.49	$ 4,700
4141.210 Admin Dues, subs & memberships	$ 1,128	$ 928	$ 927.50	$ 1,000
4141.220 Admin Public notices	$ 723	$ 455	$ 454.93	$ 800
4141.230 Admin Clerk training	$ 709	$ 95	$ 95.00	$ 900
4141.231 Admin PlanComm Training	$ -	$ -	$ -	$ -
4141.240 Admin Office supplies	$ 4,706	$ 6,854	$ 6,854.47	$ 7,500
4141.250 Admin Equipment maintenance	$ 4,913	$ 5,989	$ 5,988.86	$ 7,500
4141.260 Admin Building & ground maintenance	$ 415	$ 7,640	$ 7,640.36	$ 1,000
4141.270 Admin Utilities	$ 4,400	$ 10,595	$ 10,595.32	$ 5,780
4141.280 Admin Telephone and Internet	$ 11,083	$ 6,233	$ 6,232.92	$ 15,000
4141.290 Admin Postage	$ 2,870	$ 1,703	$ 1,703.02	$ 2,970
4141.320 Admin Engineering/Professional Fees	$ 74,602	$ 77,126	$ 77,125.80	$ 80,000
4141.330 Admin Legal Wages and Contract Labor	$ 44,529	$ 26,146	$ 26,146.38	$ 55,000
4141.331 Admin Assessment legal fees	$ -	$ -	$ -	$ -
4141.340 Admin Accounting	$ 3,999	$ 6,697	$ 6,697.47	$ 7,500
4141.350 Building Inspector Fees	$ 22,212	$ 17,408	$ 17,407.77	$ 45,000
4141.360 Admin Education-general	$ -	$ -	$ -	$ -
4141.390 Admin Bank service charges	$ 3,663	$ 5,420	$ 5,420.33	$ 6,000
4141.410 Admin Insurance	$ 9,847	$ 10,365	$ 10,365.20	$ 12,000
4141.490 Admin Travel reimbursements	$ 155	$ -	$ -	$ 500
4141.500 Admin Weed abatement	$ 975	$ 1,063	$ 1,063.00	$ 2,000

4141.540 Admin Contributions to SSD	$	-	$	-	$	-	$	-
4141.550 Admin CARES Act	$	-	$	56,335	$	56,334.53	$	57,000
4141.610 Bad debt expense	$	-	$	-	$	-	$	-
4141.740 Admin Capital outlay	$	-	$	-	$	-	$	-
4141.741 Admin Capital outlay - Enginerr CDBG	$	-	$	-	$	-	$	-
4170 Elections	$	867	$	1,500	$	1,500.00	$	1,500
4180 Contingency	$	-	$	-	$	-	$	-
Total Administrative	$	**289,731**	$	**325,177**	$	**325,177**	$	**417,053**
Public safety								
Police								
4210.110 Police Salaries & wages	$	-	$	11,340	$	11,340.00	$	15,000
4210.130 Police Employee benefits	$	-	$	-	$	-	$	-
4210.230 Police Travel & mileage	$	-	$	-	$	-	$	-
4210.250 Police Expenditures	$	1	$	1	$	1.00	$	10
4210.470 Police Building Permits	$	-	$	-	$	-	$	-
4210.740 Police Capital outlay	$	-	$	-	$	-	$	-
4253.250 Animal Control Supplies	$	63	$	63	$	62.90	$	100
Total Police	$	**64**	$	**11,404**	$	**11,404**	$	**15,110**
Fire								
4220.110 Fire Salaries & wages	$	21,680	$	21,029	$	21,029.09	$	23,000
4220.130 Fire Employee Benefits	$	1,872	$	1,596	$	1,596.21	$	1,700
4220.140 Fire Contract Salaries & Wages	$	-	$	-	$	-	$	-
4220.145 Fire Contract Benefits	$	-	$	-	$	-	$	-
4220.150 Fire Contract Expense	$	-	$	-	$	-	$	-
4220.210 Fire Dues, subscriptions & memberships	$	-	$	-	$	-	$	-
4220.230 Fire Travel & mileage	$	282	$	52	$	51.94	$	300
4220.240 Fire Office expenses	$	-	$	76	$	75.87	$	-
4220.250 Fire Equipment maintenance & repairs	$	439	$	628	$	628.45	$	700
4220.260 Fire Rent expense	$	742	$	764	$	763.85	$	850
4220.360 Fire Training	$	416	$	5	$	5.00	$	800
4220.450 Fire Small Equip/Supplies	$	1,259	$	1,034	$	1,034.47	$	1,200
4220.460 Fire Supplies-Fundraisers	$	-	$	-	$	-	$	200
4220.465 Fire Gear	$	1,663	$	11,614	$	11,614.49	$	13,000
4220.470 Fire EMPG grant expenditures	$	-	$	-	$	-	$	-
4220.475 Fire Other Grant Expenditures	$	963	$	-	$	-	$	-
4220.550 Fire CARES Act	$	-	$	15,429	$	15,429.00	$	17,000
4220.560 Fire Equipment Fuel	$	1,403	$	1,333	$	1,332.69	$	1,800
4220.610 Fire Interest	$	2,443	$	1,706	$	1,706.46	$	2,362
4220.620 Fire Principal	$	11,023	$	10,637	$	10,637.19	$	11,103
4220.740 Fire Capital outlay	$	-	$	10,637	$	10,637.19	$	4,999
4220.810 Fire Contigency	$	-	$	-	$	-	$	-
Total Fire	$	**44,185**	$	**76,542**	$	**76,542**	$	**79,014**
Highways and Public Improvements								
Highways								
4410.110 Road Wages and Contract Labor	$	135	$	5,118	$	5,118.00	$	6,000
4410.130 Road Employee benefits	$	10	$	-	$	-	$	300
4410.270 Road Flood damage	$	-	$	-	$	-	$	-
4410.380 Road Department Services	$	350	$	-	$	-	$	350
4410.450 Road Department Supplies	$	886	$	-	$	-	$	1,000
4410.550 Road Equipment Maintenance	$	9,108	$	2,859	$	2,858.90	$	10,000
4410.560 Road Equipment Fuel	$	4,830	$	641	$	641.28	$	5,400
4410.740 Road Capital outlay	$	20,335	$	14,593	$	14,592.90	$	51,000
4410.810 Road Principal	$	41,076	$	40,571	$	40,570.70	$	45,000
4410.820 Road Interest	$	32,914	$	31,738	$	31,738.44	$	35,000
4415.110 Public Works Wages and Contract Labor	$	1,538	$	1,530	$	1,530.00	$	2,500
4415.130 Public Works Employee Benefits	$	125	$	2	$	2.30	$	191
4415.140 Public Works Employee Retirement - GASB 68	$	-	$	-	$	-	$	-
4115.320 Public Works Engineering/Professional Fees	$	-	$	-	$	-	$	-

4415.450 Public Works Supplies	$ 2,970	$ 451	$ 450.88	$ 3,500
4415.550 Public Works Equipment Maintenance	$ 667	$ 59	$ 58.96	$ 500
4415.560 Public Works Equipment fuel	$ 558	$ 250	$ 250.00	$ 500
4415.570 Public Works Travel Reimbursement	$ 102	$ -	$ -	$ 200
4415.610 Public Works Storm Drainage	$ 36,691	$ -	$ -	$ -
4415.710 Public Works Interest	$ 2,199	$ 1,680	$ 1,679.50	$ 2,500
4415.720 Public Works Principle	$ 46,854	$ 14,381	$ 14,380.50	$ 16,000
4415.740 Public Works Capital Outlay	$ -	$ -	$ -	$ -
4415.810 Public Works Contigency	$ -	$ -	$ -	$ -
Total Highways	**$ 201,346**	**$ 113,872**	**$ 113,872**	**$ 179,941**
Sanitation				
4420.220 Solid Waste Postage	$ -	$ -	$ -	$ -
4420.240 Solid Waste Office supplies & expense	$ -	$ -	$ -	$ -
4420.460 Solid Waste Service	$ 46,854	$ 41,799	$ 41,799.40	$ 44,445
Total Sanitation	**$ 46,854**	**$ 41,799**	**$ 41,799**	**$ 44,445**
Parks, recreation, and public property				
Parks				
4540.110 Park/Rec Wages and Contract Labor	$ 4,916	$ 5,110	$ 5,110.00	$ 6,000
4540.130 Park/Rec Employee benefits	$ -	$ 815	$ 815.00	$ 1,000
4540.250 Park/Rec Department supplies	$ 4,916	$ -	$ -	$ -
4540.450 Park/Rec Miss AV-special dept supplies	$ -	$ -	$ -	$ -
4540.460 Park/Rec Community events supplies	$ -	$ -	$ -	$ -
4540.740 Parks Capital outlay	$ 5,450	$ 10,168	$ 10,167.58	$ 12,000
Total Parks	**$ 15,282**	**$ 16,093**	**$ 16,093**	**$ 19,000**
Cemetery				
4590.250 Cemetery Maintenance	$ -	$ -	$ -	$ -
4590.460 Cemetery supplies and equipment	$ -	$ -	$ -	$ -
4590.470 Cemetery Capital Outlay	$ -	$ -	$ -	$ -
Total Cemetery	**$ -**	**$ -**	**$ -**	**$ -**
Debt service				
4141.810 Debt service - principal	$0.00	$ -	$ -	$ -
4141.820 Debt service - interest	$0.00	$ -	$ -	$ -
Total Debt service	**$ -**	**$ -**	**$ -**	**$ -**
Transfers				
4807 Transfer to Assigned Balance -- Fire Impact Fees	$ -	$ -	$ -	$ 2,000
4809 Transfer to Assigned Balance -- Roadways Impact Fees	$ -	$ -	$ -	$ 18,000
4810 Transfer to Assigned Balance -- Stormwater Impact Fees	$ -	$ -	$ -	$ -
4811 Transfer to Assigned Balance -- Parks and Trails Impact Fees	$ -	$ -	$ -	$ 15,000
4812 Transfer to Capital Projects -- Flood Mitigation Projects	$ -	$ -	$ -	$ 38,900
4813 Transfer to Fund Balance	$ -	$ -	$ -	$ 32,415
Total Transfers	**$ -**	**$ -**	**$ -**	**$ 106,315**
Total Expenditures:	**$ 376,592**	**$ 592,021**	**$ 592,021**	**$ 872,968**
Total Change In Net Position	**$ 252,467**	**$ 280,389**	**$ 280,389**	**$ -**

Coronavirus Local Fiscal Recovery Fund
Non-Entitlement Unit of Local Government Request for Payment

The American Rescue Plan Act of 2021 (Act) mandates that the state of Utah (State) distribute Coronavirus Local Fiscal Recovery Fund (CLFRF) monies, received from the U.S. Department of the Treasury (Treasury), to non-entitlement units of local government[1] (NEU) in Utah.[2] The NEU listed below (Recipient) is not a subrecipient of the State. The Recipient is responsible for understanding and adhering to all Treasury guidance and regulations as well as any other applicable federal, state (such as provisions under U.C.A. 67-3 and 36-12-15) and local regulations governing the use of these funds.

DISTRIBUTION PROCESS
For this Request for Payment to be processed, the Recipient is required to complete and sign the following documents[3]:

- Recipient Distribution Information and Budget Certification (page iii)[4]
- Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (pages 1-5)
- Assurances of Compliance with Civil Rights Requirements (pages 6-8)

Once this Request for Payment has been completed, signed, and submitted to the Governor's Office of Planning and Budget (GOPB), GOPB will review and verify the information submitted. After review and verification is complete, the Recipient's first tranche of Coronavirus Local Fiscal Recovery Fund monies will be promptly transferred. The timing, amount, and conditions for the second tranche are subject to change by Congress or the Treasury as allowed by the Act. With questions, please contact Taylor Kauffman in the Governor's Office of Planning and Budget (tkauffman@utah.gov).

TRANSFER TO THE STATE
Section 603(c)(4) of the Act provides that, "a metropolitan city, non-entitlement unit of local government, or county receiving a payment from funds made available under this section may transfer such funds to the State in which such entity is located." If an NEU would like to decline its funding allocation and transfer funds to the State, the Treasury will consider this action as a cancellation of the award on the part of the eligible NEU and a modification of the award to the State. The State will not be required to transfer the amount of the payment to the NEU. As part of this process, the NEU must provide a signed notice to the State (Treasury will provide a standard notice form for this use which will be posted at gopb.utah.gov when available). If the NEU does not provide such

1. Nonentitlement units of local governments are local governments typically serving a population under 50,000.
2. Counties and metropolitan cities identified by the Treasury will receive a direct payment from the Treasury and are not eligible to receive a separate payment through this Request for Payment.
3. Please note that this Request for Payment can only be signed by an authorized representative with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity).
4. Because NEUs are prime recipients of CLFRF monies, the State has not added additional terms or conditions to this Request for Payment, but must collect basic information to disburse funding.

notice, it will remain legally obligated under the award with respect to accounting for the use of the funds and the reporting on such use.

REALLOCATION

An NEU should notify the State of its acceptance of the funds (by filling out and signing this Request for Payment) or transfer the funds to the State (by filling out the Treasury standard notice form mentioned above) by July 11, 2021, to allow the State to process the payment in a timely manner. After July 21, 2021, GOPB will make at least two additional attempts to contact the NEU. If no response is given by August 20, 2021, GOPB will consider the NEU unresponsive. Funds allocated to an unresponsive NEU will be reallocated to the other NEUs.

TREASURY RESOURCES

For more information on these funds please see the currently available resources below:

- Section 603 of the American Rescue Plan Act of 2021
- The Treasury's Interim Final Rule
- Guidance on Distribution of Funds to Non-Entitlement Units of Local Government
- The Coronavirus State and Local Fiscal Recovery Funds Fact Sheet
- Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions
- The Treasury Website Page for Coronavirus State and Local Fiscal Recovery Funds
- Compliance and Reporting Guidance

AFTER AWARD INSTRUCTIONS

- Recipient should retain a copy of these award documents for its own records, as well as for inclusion in the Recipient's first report to Treasury due October 31, 2021. Reporting guidance from the Treasury can be found here.
- Recipient should register at SAM.gov as soon as possible after receiving the award, if the Recipient is not already registered.
- Recipient should retain the NEU Recipient Number (provided in Attachment A) as an identifying number for the lifecycle of the program, including for reporting purposes.
- The top-line budget total will be verified against a copy of the appropriate budget documents submitted in the Recipient's first report to the Treasury.
- Recipient should continue to watch for communications from Treasury and GOPB, particularly regarding the use of funds and reporting requirements.
- Recipient is requested to notify GOPB within 30 days when the contact information or authorized representative changes.

RECIPIENT DISTRIBUTION INFORMATION AND BUDGET CERTIFICATION
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

1. Recipient
   Municipality Name (Recipient): Town of Apple Valley
   Street Address: 1777 N. Meadowlark Dr
   City, State, ZIP Code: Apple Valley Utah 84737
   DUNS Number: 60-653-5107
   Tax Identification Number: 30-0294253

2. Method of Distribution
   Municipality's preferred method of disbursement:
   - ☑ Funds deposited the same way monthly sales tax distributions are received, with the PTIF or bank account on file with the Office of the State Treasurer
   - ☐ Other (the payment will be delayed until you are contacted to verify arrangements)

3. Contact Information
   Contact Person Name: Jeff Voran
   Contact Person Title: Administrator
   Contact Person Phone: 435-668-6536
   Contact Person Email: accounting@applevalleyut.gov

4. Authorized Representative
   Authorized Representative Name: Dale Beddo
   Authorized Representative Title: Mayor
   Authorized Representative's Email: mayor@applevalleyut.gov

5. Budget Information
   a. Please provide the annual total operating budget dollar amount, including general fund and other funds, in effect as of January 27, 2020 $350,147

      i. Link to the budget. Please provide a link from the State Auditor's website for the budget referenced above: https://reporting.auditor.utah.gov/servlet/servlet.FileDownload?file=0151K000003dWyBQAU

      ii. **OR** provide a PDF copy of the budget. If a link is not available for this budget, please attach a PDF copy of the budget referenced above ________

   b. **OR** if the Recipient did not have a formal budget as of January 27, 2020, please provide the most recent top-line annual expenditure total as of January 27, 2020 ________

6. Budget Certification

I, Dale Beddo certify that the above top-line budget total for the budget in effect as of January 27, 2020, or expenditure total, is complete and accurate.

Dale Beddo
Dale Beddo (Jul 15, 2021 14:10 MDT)
Authorized Representative Signature

Date: 07/15/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 60-653-5107
Town of Apple Valley 1777 N. Meadowlark Dr Apple Valley Utah 84737	Taxpayer Identification Number: 30-0294253 Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Town of Apple Valley

Dale Beddo
Dale Beddo (Jul 15, 2021 14:10 MDT)

Authorized Representative: Dale Beddo

Title: Mayor

Date signed: 07/15/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
   a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Town of Apple Valley

Recipient

07/15/2021

Date

Dale Beddo
Dale Beddo (Jul 15, 2021 14:10 MDT)

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

ATTACHMENT A

Coronavirus Local Fiscal Recovery Fund
Allocations for Nonentitlement Units of Local Government

Nonentitlement Unit of Local Government (NEU)	NEU Recipient Number	1st Tranche	Anticipated 2nd Tranche	Anticipated Total Allocation*
Alpine	UT2501	$621,222.50	$621,222.50	$1,242,445.00
Alta	UT1801	$22,427.50	$22,427.50	$44,855.00
Altamont	UT0701	$16,391.50	$16,391.50	$32,783.00
Alton	UT1301	$7,101.00	$7,101.00	$14,202.00
Amalga	UT0301	$33,020.00	$33,020.00	$66,040.00
American Fork	UT2502	$1,962,312.50	$1,962,312.50	$3,924,625.00
Annabella	UT2101	$47,932.00	$47,932.00	$95,864.00
Antimony	UT0901	$7,160.00	$7,160.00	$14,320.00
Apple Valley	UT2701	$49,944.00	$49,944.00	$99,888.00
Aurora	UT2102	$62,252.50	$62,252.50	$124,505.00
Ballard	UT2401	$64,678.50	$64,678.50	$129,357.00
Bear River City	UT0201	$53,139.50	$53,139.50	$106,279.00
Beaver	UT0101	$188,473.50	$188,473.50	$376,947.00
Bicknell	UT2801	$19,883.00	$19,883.00	$39,766.00
Big Water	UT1302	$30,238.50	$30,238.50	$60,477.00
Blanding	UT1901	$214,984.00	$214,984.00	$429,968.00
Bluff	UT1902	$14,498.00	$14,498.00	$28,996.00
Bluffdale	UT1802	$967,989.50	$967,989.50	$1,935,979.00
Boulder	UT0902	$14,261.50	$14,261.50	$28,523.00
Bountiful	UT0601	$2,602,589.50	$2,602,589.50	$5,205,179.00
Brian Head	UT1101	$5,503.50	$5,503.50	$11,007.00
Brigham City	UT0202	$1,159,895.50	$1,159,895.50	$2,319,791.00
Brighton	UT1803	$16,095.50	$16,095.50	$32,191.00
Bryce Canyon City	UT0903	$13,137.00	$13,137.00	$26,274.00
Cannonville	UT0904	$10,237.50	$10,237.50	$20,475.00
Castle Dale	UT0801	$88,230.50	$88,230.50	$176,461.00
Castle Valley	UT1001	$20,711.50	$20,711.50	$41,423.00
Cedar City	UT1102	$2,057,170.50	$2,057,170.50	$4,114,341.00
Cedar Fort	UT2503	$23,374.00	$23,374.00	$46,748.00
Cedar Hills	UT2504	$596,664.50	$596,664.50	$1,193,329.00
Centerfield	UT2001	$88,467.00	$88,467.00	$176,934.00
Centerville	UT0602	$1,040,716.00	$1,040,716.00	$2,081,432.00
Central Valley	UT2103	$33,730.00	$33,730.00	$67,460.00
Charleston	UT2601	$28,818.50	$28,818.50	$57,637.00
Circleville	UT1601	$28,936.50	$28,936.50	$57,873.00
Clarkston	UT0302	$43,789.50	$43,789.50	$87,579.00
Clawson	UT0802	$11,006.50	$11,006.50	$22,013.00
Cleveland	UT0803	$26,037.00	$26,037.00	$52,074.00
Clinton	UT0604	$1,331,385.50	$1,331,385.50	$2,662,771.00
Coalville	UT2201	$94,444.00	$94,444.00	$188,888.00
Copperton	UT1804	$49,411.50	$49,411.50	$98,823.00
Corinne	UT0203	$45,151.00	$45,151.00	$90,302.00
Cornish	UT0303	$19,942.00	$19,942.00	$39,884.00
Cottwood Heights	UT1805	$2,002,670.00	$2,002,670.00	$4,005,340.00
Daniel	UT2602	$63,732.00	$63,732.00	$127,464.00
Delta	UT1401	$213,149.50	$213,149.50	$426,299.00

*Allocations are before applying the 75% funding cap. GOPB will notify a NEU of it's final allocation if the allocation has to be adjusted to 75% of the NEU's budget in effect on January 27, 2020.

ATTACHMENT A

Coronavirus Local Fiscal Recovery Fund
Allocations for Nonentitlement Units of Local Government

Nonentitlement Unit of Local Government (NEU)	NEU Recipient Number	1st Tranche	Anticipated 2nd Tranche	Anticipated Total Allocation*
Deweyville	UT0204	$22,072.50	$22,072.50	$44,145.00
Draper	UT1806	$2,875,150.50	$2,875,150.50	$5,750,301.00
Duchesne	UT0702	$101,190.00	$101,190.00	$202,380.00
Dutch John	UT0501	$8,343.50	$8,343.50	$16,687.00
Eagle Mountain	UT2505	$2,271,799.50	$2,271,799.50	$4,543,599.00
East Carbon	UT0401	$93,733.50	$93,733.50	$187,467.00
Elk Ridge	UT2506	$256,525.00	$256,525.00	$513,050.00
Elmo	UT0804	$23,788.50	$23,788.50	$47,577.00
Elsinore	UT2104	$52,192.50	$52,192.50	$104,385.00
Elwood	UT0205	$65,270.50	$65,270.50	$130,541.00
Emery	UT0805	$15,859.00	$15,859.00	$31,718.00
Emigration Canyon	UT1807	$94,207.00	$94,207.00	$188,414.00
Enoch	UT1104	$424,878.50	$424,878.50	$849,757.00
Enterprise	UT2702	$111,841.50	$111,841.50	$223,683.00
Ephraim	UT2002	$432,453.00	$432,453.00	$864,906.00
Escalante	UT0905	$47,222.00	$47,222.00	$94,444.00
Eureka	UT1201	$41,837.00	$41,837.00	$83,674.00
Fairfield	UT2507	$8,580.50	$8,580.50	$17,161.00
Fairview	UT2003	$80,360.00	$80,360.00	$160,720.00
Farmington	UT0605	$1,499,443.00	$1,499,443.00	$2,998,886.00
Farr West	UT2901	$437,009.50	$437,009.50	$874,019.00
Fayette	UT2004	$15,563.00	$15,563.00	$31,126.00
Ferron	UT0806	$88,467.00	$88,467.00	$176,934.00
Fielding	UT0206	$28,522.50	$28,522.50	$57,045.00
Fillmore	UT1402	$156,814.50	$156,814.50	$313,629.00
Fountain Green	UT2005	$68,998.50	$68,998.50	$137,997.00
Francis	UT2202	$93,142.00	$93,142.00	$186,284.00
Fruit Heights	UT0606	$368,129.50	$368,129.50	$736,259.00
Garden City	UT1701	$36,511.00	$36,511.00	$73,022.00
Garland	UT0207	$153,264.00	$153,264.00	$306,528.00
Genola	UT2508	$92,727.50	$92,727.50	$185,455.00
Glendale	UT1303	$24,084.50	$24,084.50	$48,169.00
Glenwood	UT2105	$28,167.50	$28,167.50	$56,335.00
Goshen	UT2509	$54,145.50	$54,145.50	$108,291.00
Grantsville	UT2301	$713,891.00	$713,891.00	$1,427,782.00
Green River	UT0807	$55,329.00	$55,329.00	$110,658.00
Gunnison	UT2006	$212,143.50	$212,143.50	$424,287.00
Hanksville	UT2802	$13,018.50	$13,018.50	$26,037.00
Harrisville	UT2902	$406,652.50	$406,652.50	$813,305.00
Hatch	UT0906	$8,403.00	$8,403.00	$16,806.00
Heber	UT2603	$1,010,832.50	$1,010,832.50	$2,021,665.00
Helper	UT0402	$124,564.00	$124,564.00	$249,128.00
Henefer	UT2203	$57,932.50	$57,932.50	$115,865.00
Henrieville	UT0907	$13,314.50	$13,314.50	$26,629.00
Hideout	UT2604	$59,057.00	$59,057.00	$118,114.00
Highland	UT2510	$1,134,686.50	$1,134,686.50	$2,269,373.00
Hildale	UT2703	$171,371.50	$171,371.50	$342,743.00

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Coronavirus Local Fiscal Recovery Fund
Allocations for Nonentitlement Units of Local Government

Nonentitlement Unit of Local Government (NEU)	NEU Recipient Number	1st Tranche	Anticipated 2nd Tranche	Anticipated Total Allocation*
Hinckley	UT1403	$42,369.50	$42,369.50	$84,739.00
Holden	UT1404	$23,256.00	$23,256.00	$46,512.00
Holladay	UT1809	$1,794,491.50	$1,794,491.50	$3,588,983.00
Honeyville	UT0208	$97,284.00	$97,284.00	$194,568.00
Hooper	UT2903	$541,572.50	$541,572.50	$1,083,145.00
Howell	UT0209	$15,030.50	$15,030.50	$30,061.00
Huntington	UT0808	$114,445.00	$114,445.00	$228,890.00
Huntsville	UT2904	$37,990.50	$37,990.50	$75,981.00
Hurricane	UT2704	$1,128,710.00	$1,128,710.00	$2,257,420.00
Hyde Park	UT0304	$283,864.00	$283,864.00	$567,728.00
Hyrum	UT0305	$510,032.00	$510,032.00	$1,020,064.00
Independence	UT2605	$11,716.50	$11,716.50	$23,433.00
Interlaken	UT2606	$13,906.00	$13,906.00	$27,812.00
Ivins	UT2705	$543,939.50	$543,939.50	$1,087,879.00
Joseph	UT2106	$21,185.00	$21,185.00	$42,370.00
Junction	UT1602	$10,178.00	$10,178.00	$20,356.00
Kamas	UT2204	$134,683.00	$134,683.00	$269,366.00
Kanab	UT1304	$291,793.50	$291,793.50	$583,587.00
Kanarraville	UT1105	$24,084.50	$24,084.50	$48,169.00
Kanosh	UT1405	$28,700.00	$28,700.00	$57,400.00
Kaysville	UT0607	$1,916,688.50	$1,916,688.50	$3,833,377.00
Kearns	UT1810	$2,149,839.00	$2,149,839.00	$4,299,678.00
Kingston	UT1603	$9,172.00	$9,172.00	$18,344.00
Koosharem	UT2107	$19,528.00	$19,528.00	$39,056.00
La Verkin	UT2706	$263,093.50	$263,093.50	$526,187.00
Laketown	UT1702	$16,332.50	$16,332.50	$32,665.00
Leamington	UT1406	$14,143.00	$14,143.00	$28,286.00
Leeds	UT2707	$51,660.00	$51,660.00	$103,320.00
Levan	UT1202	$56,453.00	$56,453.00	$112,906.00
Lewiston	UT0306	$106,397.00	$106,397.00	$212,794.00
Lindon	UT2512	$656,846.00	$656,846.00	$1,313,692.00
Loa	UT2803	$34,026.00	$34,026.00	$68,052.00
Lyman	UT2804	$15,208.00	$15,208.00	$30,416.00
Lynndyl	UT1407	$6,923.50	$6,923.50	$13,847.00
Magna	UT1811	$1,594,715.50	$1,594,715.50	$3,189,431.00
Manila	UT0502	$18,167.00	$18,167.00	$36,334.00
Manti	UT2007	$221,197.50	$221,197.50	$442,395.00
Mantua	UT0210	$56,986.00	$56,986.00	$113,972.00
Mapleton	UT2513	$635,010.50	$635,010.50	$1,270,021.00
Marriott-Slaterville	UT2905	$112,314.50	$112,314.50	$224,629.00
Marysvale	UT1604	$25,859.50	$25,859.50	$51,719.00
Mayfield	UT2008	$32,665.00	$32,665.00	$65,330.00
Meadow	UT1408	$19,409.50	$19,409.50	$38,819.00
Mendon	UT0308	$82,608.50	$82,608.50	$165,217.00
Midvale	UT1812	$2,019,298.50	$2,019,298.50	$4,038,597.00
Midway	UT2607	$312,445.50	$312,445.50	$624,891.00
Milford	UT0102	$82,490.50	$82,490.50	$164,981.00

*Allocations are before applying the 75% funding cap. GOPB will notify a NEU of it's final allocation if the allocation has to be adjusted to 75% of the NEU's budget in effect on January 27, 2020.

ATTACHMENT A

Coronavirus Local Fiscal Recovery Fund
Allocations for Nonentitlement Units of Local Government

Nonentitlement Unit of Local Government (NEU)	NEU Recipient Number	1st Tranche	Anticipated 2nd Tranche	Anticipated Total Allocation*
Millville	UT0309	$127,227.00	$127,227.00	$254,454.00
Minersville	UT0103	$54,441.50	$54,441.50	$108,883.00
Moab	UT1002	$315,759.50	$315,759.50	$631,519.00
Mona	UT1203	$106,930.00	$106,930.00	$213,860.00
Monroe	UT2108	$139,535.50	$139,535.50	$279,071.00
Monticello	UT1903	$116,516.00	$116,516.00	$233,032.00
Morgan	UT1501	$252,856.00	$252,856.00	$505,712.00
Moroni	UT2009	$91,840.00	$91,840.00	$183,680.00
Mount Pleasant	UT2010	$208,889.00	$208,889.00	$417,778.00
Murray	UT1814	$2,894,678.00	$2,894,678.00	$5,789,356.00
Myton	UT0703	$35,860.00	$35,860.00	$71,720.00
Naples	UT2402	$123,203.00	$123,203.00	$246,406.00
Nephi	UT1204	$377,420.00	$377,420.00	$754,840.00
New Harmony	UT2708	$13,847.00	$13,847.00	$27,694.00
Newton	UT0310	$48,346.00	$48,346.00	$96,692.00
Nibley	UT0311	$422,216.00	$422,216.00	$844,432.00
North Logan	UT0312	$664,953.00	$664,953.00	$1,329,906.00
North Ogden	UT2906	$1,217,946.50	$1,217,946.50	$2,435,893.00
North Salt Lake	UT0609	$1,239,604.50	$1,239,604.50	$2,479,209.00
Oak City	UT1409	$38,405.00	$38,405.00	$76,810.00
Oakley	UT2205	$102,965.00	$102,965.00	$205,930.00
Orangeville	UT0809	$78,466.50	$78,466.50	$156,933.00
Orderville	UT1305	$35,032.00	$35,032.00	$70,064.00
Panguitch	UT0908	$99,533.00	$99,533.00	$199,066.00
Paradise	UT0313	$60,477.00	$60,477.00	$120,954.00
Paragonah	UT1106	$32,250.50	$32,250.50	$64,501.00
Park City	UT2206	$504,528.50	$504,528.50	$1,009,057.00
Parowan	UT1107	$187,290.00	$187,290.00	$374,580.00
Payson	UT2515	$1,201,436.50	$1,201,436.50	$2,402,873.00
Perry	UT0211	$310,552.00	$310,552.00	$621,104.00
Plain City	UT2908	$453,815.50	$453,815.50	$907,631.00
Pleasant Grove	UT2516	$2,263,929.00	$2,263,929.00	$4,527,858.00
Pleasant View	UT2909	$641,401.00	$641,401.00	$1,282,802.00
Plymouth	UT0212	$27,220.50	$27,220.50	$54,441.00
Portage	UT0213	$16,155.00	$16,155.00	$32,310.00
Price	UT0403	$493,048.50	$493,048.50	$986,097.00
Providence	UT0314	$460,384.00	$460,384.00	$920,768.00
Randolph	UT1703	$30,061.00	$30,061.00	$60,122.00
Redmond	UT2109	$44,204.00	$44,204.00	$88,408.00
Richfield	UT2110	$466,775.00	$466,775.00	$933,550.00
Richmond	UT0315	$165,868.50	$165,868.50	$331,737.00
River Heights	UT0316	$122,848.00	$122,848.00	$245,696.00
Riverdale	UT2910	$522,991.50	$522,991.50	$1,045,983.00
Riverton	UT1815	$2,629,751.00	$2,629,751.00	$5,259,502.00
Rockville	UT2709	$15,918.00	$15,918.00	$31,836.00
Rocky Ridge	UT1205	$50,772.50	$50,772.50	$101,545.00
Roosevelt	UT0704	$428,015.00	$428,015.00	$856,030.00

*Allocations are before applying the 75% funding cap. GOPB will notify a NEU of it's final allocation if the allocation has to be adjusted to 75% of the NEU's budget in effect on January 27, 2020.

ATTACHMENT A

Coronavirus Local Fiscal Recovery Fund
Allocations for Nonentitlement Units of Local Government

Nonentitlement Unit of Local Government (NEU)	NEU Recipient Number	1st Tranche	Anticipated 2nd Tranche	Anticipated Total Allocation*
Roy	UT2911	$2,344,111.50	$2,344,111.50	$4,688,223.00
Rush Valley	UT2302	$29,232.50	$29,232.50	$58,465.00
Salem	UT2518	$510,150.50	$510,150.50	$1,020,301.00
Salina	UT2111	$154,566.00	$154,566.00	$309,132.00
Santa Clara	UT2710	$498,078.50	$498,078.50	$996,157.00
Santaquin	UT2519	$761,290.50	$761,290.50	$1,522,581.00
Saratoga Springs	UT2520	$1,969,472.50	$1,969,472.50	$3,938,945.00
Scipio	UT1410	$19,646.00	$19,646.00	$39,292.00
Scofield	UT0404	$1,361.00	$1,361.00	$2,722.00
Sigurd	UT2112	$26,214.50	$26,214.50	$52,429.00
Smithfield	UT0317	$711,583.00	$711,583.00	$1,423,166.00
Snowville	UT0214	$10,237.50	$10,237.50	$20,475.00
South Ogden	UT2912	$1,017,756.00	$1,017,756.00	$2,035,512.00
South Salt Lake	UT1819	$1,513,823.00	$1,513,823.00	$3,027,646.00
South Weber	UT0610	$463,697.50	$463,697.50	$927,395.00
Spanish Fork	UT2521	$2,421,039.50	$2,421,039.50	$4,842,079.00
Spring City	UT2011	$63,909.50	$63,909.50	$127,819.00
Springdale	UT2711	$37,221.50	$37,221.50	$74,443.00
Springville	UT2522	$1,971,129.50	$1,971,129.50	$3,942,259.00
Sterling	UT2012	$18,936.00	$18,936.00	$37,872.00
Stockton	UT2303	$40,357.50	$40,357.50	$80,715.00
Sunset	UT0611	$317,416.50	$317,416.50	$634,833.00
Syracuse	UT0612	$1,861,537.00	$1,861,537.00	$3,723,074.00
Tabiona	UT0705	$9,409.00	$9,409.00	$18,818.00
Tooele	UT2304	$2,131,199.00	$2,131,199.00	$4,262,398.00
Toquerville	UT2713	$102,669.00	$102,669.00	$205,338.00
Torrey	UT2805	$14,439.00	$14,439.00	$28,878.00
Tremonton	UT0215	$544,768.00	$544,768.00	$1,089,536.00
Trenton	UT0318	$32,665.00	$32,665.00	$65,330.00
Tropic	UT0909	$30,416.00	$30,416.00	$60,832.00
Uintah	UT2913	$80,064.00	$80,064.00	$160,128.00
Vernal	UT2403	$617,672.00	$617,672.00	$1,235,344.00
Vernon	UT2305	$21,066.50	$21,066.50	$42,133.00
Vineyard	UT2523	$702,174.00	$702,174.00	$1,404,348.00
Virgin	UT2714	$38,937.50	$38,937.50	$77,875.00
Wales	UT2013	$22,072.50	$22,072.50	$44,145.00
Wallsburg	UT2608	$22,782.50	$22,782.50	$45,565.00
Washington	UT2715	$1,726,380.50	$1,726,380.50	$3,452,761.00
Washington Terrace	UT2914	$547,253.50	$547,253.50	$1,094,507.00
Wellington	UT0405	$95,864.00	$95,864.00	$191,728.00
Wellsville	UT0319	$233,210.00	$233,210.00	$466,420.00
Wendover	UT2306	$88,112.00	$88,112.00	$176,224.00
West Bountiful	UT0613	$343,217.00	$343,217.00	$686,434.00
West Haven	UT2915	$953,255.00	$953,255.00	$1,906,510.00
West Point	UT0614	$648,384.00	$648,384.00	$1,296,768.00
White City	UT1823	$341,323.00	$341,323.00	$682,646.00
Willard	UT0216	$115,865.50	$115,865.50	$231,731.00
Woodland Hills	UT2524	$94,088.50	$94,088.50	$188,177.00
Woodruff	UT1704	$12,545.00	$12,545.00	$25,090.00
Woods Cross	UT0615	$676,433.00	$676,433.00	$1,352,866.00
Total		**$93,410,300.00**	**$93,410,300.00**	**$186,820,600.00**

*Allocations are before applying the 75% funding cap. GOPB will notify a NEU of it's final allocation if the allocation has to be adjusted to 75% of the NEU's budget in effect on January 27, 2020.

SUNRISE ENGINEERING

St. George Office
11 North 300 West, Washington, Utah 84780 | TEL 435 652 8450 | FAX 435 652 8416

July 12, 2021

Dale Bedow, Mayor
1777 North Meadowlark Drive
Apple Valley, UT 84737

Subject: Sight Distance, Rome Way

Dear Mayor Bedow,

We have reviewed the issue of sight distance at the intersection of Rome Way and Juniper Circle and the beginning of North Rome Avenue and offer the following comments.

Following the recommendations in Guidelines for Geometric Design of Low-Volume Roads (LVR), 2019 the section of Rome way in question in its existing condition would require a posted speed of 15 mph with a stop sign installed at the intersection of Rome Way and Juniper Circle. Increasing the 15 mph posted speed would require tree removal and the reconfiguration of the curve at the beginning of North Rome Avenue. See the attached outline explaining the criteria of the LVR guidance.

Please call me at (435) 652-8450 with any questions or comments.

Sincerely,

Marv Wilson, PE

Design References and Assumptions

- Guidelines for Geometric Design of Low-Volume Roads, 2019
    - (AASHTO) American Association of State Highway and Transportation Officials
    - 2nd Edition
    - Can use because <2000 vpd and it's a local road
- Assumptions/Exist. Site conditions
    - Classification: Unpaved, two-way single lane road
        - Typ. 10'-14' Wide
    - Surface Classification: Loose gravel
    - ADT: <250 veh per day
    - Risk Category: 'higher risk'

Analysis

Horizontal Curve Geometry

- Eq. 4-9
    - Design speed based off minimum radius and surface friction
- Minimum centerline radius of 85'
- Traction Coefficient of 0.36
    - Corresponds to a loose gravel in wet conditions

Sight Distance

- Table 4-7
    - Design speed based off stopping sight distance, ADT, and risk category
- Minimum Existing SD Analysis
    - Looked at existing roadway geometry and roadside obstructions
    - Obtained minimum sight distance of 125' due to roadside trees
    - Max Sight Distance decreased to 62.5' for analysis
        - LVR recommends SSD for two-way single-lane roads be 2x the SSD for two-lane roads

Results

Horizontal Curve Geometry

- Design speed of **15 mph**
- However, LVR recommends that:
  "For improvement projects on existing low-volume roads, the existing horizontal curve geometry should generally be considered acceptable unless there is evidence of a site-specific crash pattern related to horizontal curvature."

Sight Distance

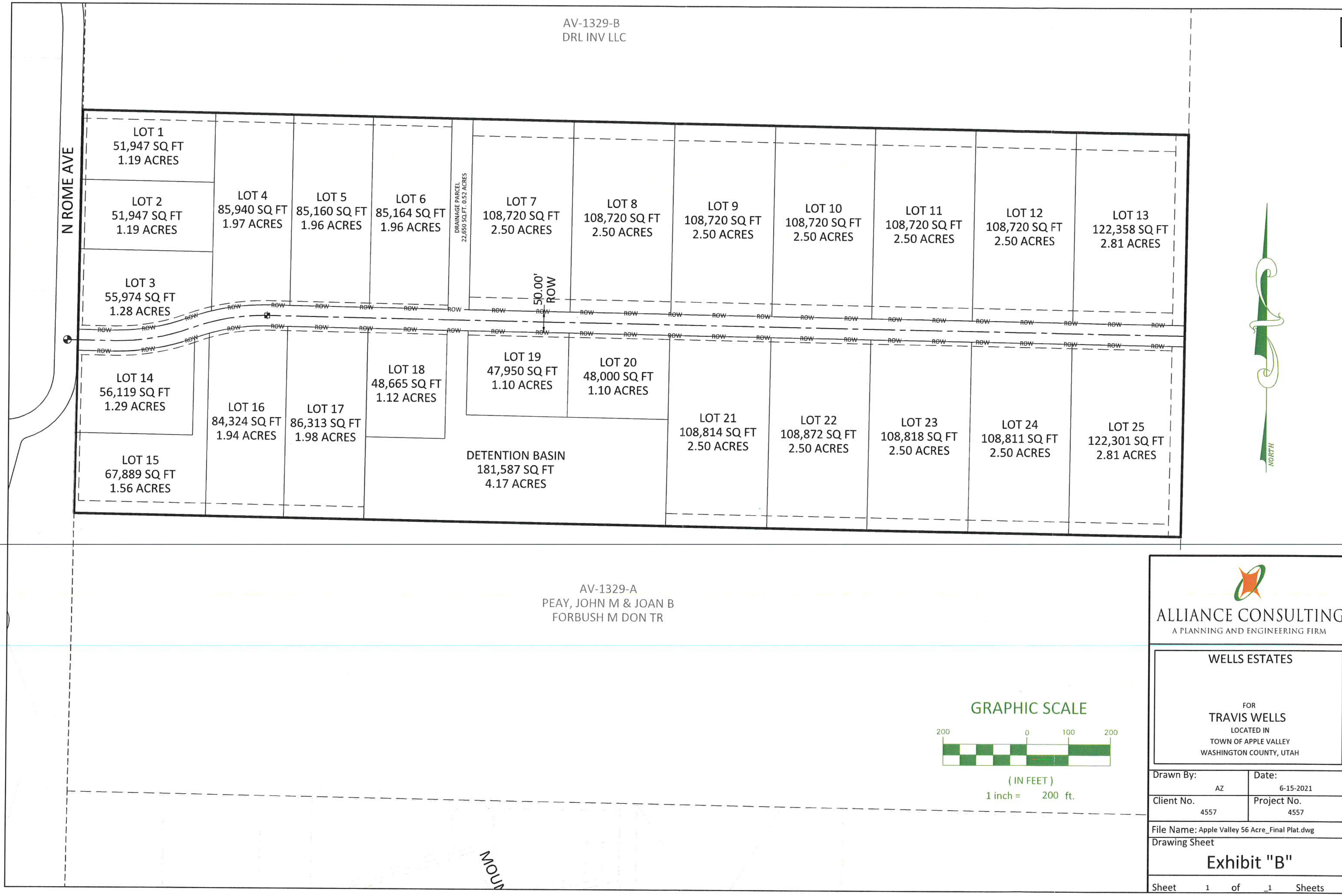
- Design Speed
    - Table 4-7 in Green Book: LVR
    - **15 mph**
- However, LVR recommends that:
  "Because sight distance improvements are unlikely to be cost-effective under most circumstances, the existing sight distance on a low-volume road may be allowed to remain in

place unless there is evidence of site-specific crash pattern attributable to inadequate sight distance"

Recommendations

- Place a 15 mph speed limit
- Place stop sign at intersection
- Keep road 10-14' wide
    - Recommended to keep single lane roads between 10-14' wide
    - If more space is needed, build out to full two-lane road

Item 7.


AV-1329-B
DRL INV LLC
N ROME AVE
LOT 1 51,947 SQ FT 1.19 ACRES
LOT 2 51,947 SQ FT 1.19 ACRES
LOT 3 55,974 SQ FT 1.28 ACRES
LOT 4 85,940 SQ FT 1.97 ACRES
LOT 5 85,160 SQ FT 1.96 ACRES
LOT 6 85,164 SQ FT 1.96 ACRES
DRAINAGE PARCEL 22,650 SQ.FT. 0.52 ACRES
LOT 7 108,720 SQ FT 2.50 ACRES
LOT 8 108,720 SQ FT 2.50 ACRES
LOT 9 108,720 SQ FT 2.50 ACRES
LOT 10 108,720 SQ FT 2.50 ACRES
LOT 11 108,720 SQ FT 2.50 ACRES
LOT 12 108,720 SQ FT 2.50 ACRES
LOT 13 122,358 SQ FT 2.81 ACRES
50.00' ROW
LOT 14 56,119 SQ FT 1.29 ACRES
LOT 15 67,889 SQ FT 1.56 ACRES
LOT 16 84,324 SQ FT 1.94 ACRES
LOT 17 86,313 SQ FT 1.98 ACRES
LOT 18 48,665 SQ FT 1.12 ACRES
LOT 19 47,950 SQ FT 1.10 ACRES
LOT 20 48,000 SQ FT 1.10 ACRES
DETENTION BASIN 181,587 SQ FT 4.17 ACRES
LOT 21 108,814 SQ FT 2.50 ACRES
LOT 22 108,872 SQ FT 2.50 ACRES
LOT 23 108,818 SQ FT 2.50 ACRES
LOT 24 108,811 SQ FT 2.50 ACRES
LOT 25 122,301 SQ FT 2.81 ACRES
NORTH
AV-1329-A
PEAY, JOHN M & JOAN B
FORBUSH M DON TR
MOUN
GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 inch = 200 ft.
ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM
WELLS ESTATES
FOR
TRAVIS WELLS
LOCATED IN
TOWN OF APPLE VALLEY
WASHINGTON COUNTY, UTAH
Drawn By: AZ
Date: 6-15-2021
Client No. 4557
Project No. 4557
File Name: Apple Valley 56 Acre_Final Plat.dwg
Drawing Sheet
Exhibit "B"
Sheet 1 of 1 Sheets

DEVELOPMENT AGREEMENT
FOR
TLW INVESTMENTS, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of July, 2021 (the "Effective Date"), by and between the TOWN OF APPLE VALLEY, a Utah municipal corporation, hereinafter referred to as "Town," and TLW INVESTMENTS, LLC, an Idaho limited liability company, hereinafter referred to as "Developer." The Town and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 58 acres of land located within the Town as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On January 20, 2021, the Town Council approved Ordinance 2021-01, amending the zoning map for parcel AV-1329 to RE-1.0 and RE-2.5 split zoning subject to an executed development agreement that will include a detention basin and access to Main Street, and the asphalting of Rome Way (the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the "Project").

C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the longterm policies, goals, and objectives of the Town's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

D. The Town Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and Town and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

E. The Town has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable Town Ordinances.

F. This Agreement is consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the Town's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the Town pursuant to Town Ordinances and regulations.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the RE-1.0 and RE-2.5 Zones, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the Concept Plan as permitted by the aforementioned zoning designations for the Property.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town's staff may be varied by the Developer without official Town Council or Planning Commission approval when such approval is not required by applicable ordinances. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project. The issuance of building permits for the lots within the Project shall remain subject to the Town's building permit ordinances. Proposed septic systems shall be designed by a duly licensed engineer and approved by the Town's staff.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

a. The developer agrees to construct a paved roadway on the existing City road, (Rome Ave) with a twenty foot (20') Wide asphalt road for 1,150 feet from the end of the existing pavement to the north end of the west boundary of the development.

b. The Developer agrees to provide a secondary access to Main Street at a location specified in an approved preliminary plat. This roadway will be all weather gravel access road. Developer shall provide proof of this secondary access, either by deed or recorded easement, prior to the recording of any final plat.

c. Developer shall transfer fee title by special warranty deed, in a form acceptable to Town, of 4 acres inside the Project to the Town for the future development of a regional detention basin as depicted on Exhibit A hereto. The regional detention basin shall be designed and constructed by the Town at the Town's expense.

d. Developer shall provide a temporary construction easement and a perpetual use easement to the Town for access to the regional detention basin acreage. These easements will be for the use of Town employees and contractors only for construction and maintenance of the regional detention basin.

e. Developer shall design and install detention facilities sufficient for their development to be utilized at least until the Town completes the construction of the regional detention basin and places it into full service. These onsite facilities will be designed by a duly licensed engineer, constructed at Developer's expense, and approved by Town staff.

f. The Developer will not develop more than 25 lots and no lot will be less than 1 acre as set forth in the Concept Plan.

g. The Town acknowledges that its impact fees include amounts for management of flood waters and that the regional detention basin is part of that management plan. The Town further acknowledges that the value of the 4 acres being transferred to the Town exceeds the amount of the impact fees that would be accessible to the 25 lots being developed in the Project. Accordingly, the Town hereby waives the collection of all storm water impact fees for the Project and deems them satisfied and paid in full upon the transfer of the 4 acres.

h. Consistent with the Recommendation section of Sunrise Engineering's report, dated July 12, 2021, the Developer will install, or reimburse the Town for its installation, of posted speed limit signs of 15 mph with a stop sign installed at the intersection of Rome Way and Juniper Circle, as well as maintaining a minimum road width of 10-14 feet in this area.

Developer agrees that final plat cannot be recorded until all services and improvements needed for the development have been completed and accepted by the Town or until the Developer has posted a completion bond acceptable to the Town in an amount at least 125% of the cost to construct all of the improvements in the event the Developer fails to do so.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the Town Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements, public improvements, including roadways and utilities, and all off-street parking requirements.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the Town Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to Town Ordinances that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the Town that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated.

5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. Impact Fees. No storm water Impact Fees will be charged to this Project as all such fees have been paid through the transfer of the 4

acres to the Town. Developer shall be responsible for payment of all other fees, including other applicable impact fees.

b. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. Town of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

7. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: TLW Investments, LLC

By: ____________________

Libby Wells

By: ____________________
Travis Wells
Its: Managers

Apple Valley, Utah 8_______
Phone: ______________

To the Town: Town of Apple Valley
Attn.: Town Attorney Dayton L. Hall
965 E. 700 S., Ste. 305
St. George, UT 84790
Phone: (435) 626-1682

9. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the Town relating to the Property or the Project.

c. Non Liability of Town Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the Town and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the Town and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the Town shall be given or withheld by the Town in compliance with this Agreement and the Town Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within two (2) years from the date of this Agreement (the “Term”), or upon the occurrence of an event of default of this Agreement that is not cured, the Town shall have the right, but not the obligation, at the sole discretion of the Town Council, to terminate this

Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

10. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the Town as provided herein.

a. Notice. Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

11. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

12. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

15. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

[SIGNATURES ON THE FOLLOWING PAGE]

TOWN:

TOWN OF APPLE VALLEY

ATTEST:

By: ___________________________________
Town Recorder

By:___________________________________
Mayor ______________________________

DEVELOPER:

TLW INVESTMENTS, LLC

By: ___________________________________
Travis Wells

By: ___________________________________
Libby Wells
Its: Managers

STATE OF UTAH)
:ss
COUNTY OF ____________)

On the ____ day of July, 2021, personally appeared before me Travis and Libby Wells, the signers of the above instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

____
Notary Public

1560616

Exhibit A

DESCRIPTION OF THE PROPERTY

Exhibit B

CONCEPT PLAN

Town of Apple Valley
1777 N. Meadowlark Dr., Apple Valley, Utah 84737
Phone: (435) 877-1190 Fax: (435) 877-1192
www.applevalleyut.gov

APPLICATION TO APPEAR BEFORE TOWN COUNCIL

Name: Travis Wells Date: 7/21/21

Address:

Phone:

Date of Town Council meeting for this agenda item to appear: 7/28/21

Purpose of Request:

Signature for development agreement.
TLW Investments LLC
Reguarding Wells Estates

Note: Final approval of this application is subject to all necessary paperwork being submitted, as well as Town staff requirements being met. When other earlier deadlines are not specified, this application must be submitted no later than 4:00 p.m. the Wednesday, one week and one day prior to the regularly scheduled Council meeting.

Applicant Signature [signature] / 7/21/21
Date

Town Administration [signature] / 7/21/21
Date

DEVELOPMENT AGREEMENT
FOR
TLW INVESTMENTS, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of July, 2021 (the "Effective Date"), by and between the TOWN OF APPLE VALLEY, a Utah municipal corporation, hereinafter referred to as "Town," and TLW INVESTMENTS, LLC, an Idaho limited liability company, hereinafter referred to as "Developer." The Town and Developer are hereinafter collectively referred to as "Parties."

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RECITALS

A. Developer is the owner of approximately 58 acres of land located within the Town as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On January 20, 2021, the Town Council approved Ordinance 2021-01, amending the zoning map for parcel AV-1329 to RE-1.0 and RE-2.5 split zoning subject to an executed development agreement that will include a detention basin and access to Main Street, and the asphalting of Rome Way, (the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the "Project").

Deleted: ________,

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C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the longterm policies, goals, and objectives of the Town's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

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D. The Town Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and Town and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

E. The Town has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable Town Ordinances.

F. This Agreement is consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the Town's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the Town pursuant to Town Ordinances and regulations.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the RE-1.0 and RE-2.5 Zones, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the Concept Plan as permitted by the aforementioned zoning designations for the Property.

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town's staff may be varied by the Developer without official Town Council or Planning Commission approval when such approval is not required by applicable ordinances. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project. The issuance of building permits for the lots within the Project shall remain subject to the Town's building permit ordinances. Proposed septic systems shall be designed by a duly licensed engineer and approved by the Town's staff.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

a. The developer agrees to construct a paved roadway on the existing City road, (Rome Ave) with a twenty foot (20') Wide asphalt road for 1,150 feet from the end of the existing pavement to the north end of the west boundary of the development.

b. The Developer agrees to provide a secondary access to Main Street at a location specified in an approved preliminary plat. This roadway will be all weather gravel

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access road. Developer shall provide proof of this secondary access, either by deed or recorded easement, prior to the recording of any final plat.

c. Developer shall transfer fee title by special warranty deed, in a form acceptable to Town, of 4 acres inside the Project to the Town for the future development of a regional detention basin as depicted on Exhibit A hereto. The regional detention basin shall be designed and constructed by the Town at the Town's expense.

d. Developer shall provide a temporary construction easement and a perpetual use easement to the Town for access to the regional detention basin acreage. These easements will be for the use of Town employees and contractors only for construction and maintenance of the regional detention basin.

e. Developer shall design and install detention facilities sufficient for their development to be utilized at least until the Town completes the construction of the regional detention basin and places it into full service. These onsite facilities will be designed by a duly licensed engineer, constructed at Developer's expense, and approved by Town staff.

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f. The Developer will not develop more than 25 lots and no lot will be less than 1 acre as set forth in the Concept Plan.

g. The Town acknowledges that its impact fees include amounts for management of flood waters and that the regional detention basin is part of that management plan. The Town further acknowledges that the value of the 4 acres being transferred to the Town exceeds the amount of the impact fees that would be accessible to the 25 lots being developed in the Project. Accordingly, the Town hereby waives the collection of all storm water impact fees for the Project and deems them satisfied and paid in full upon the transfer of the 4 acres.

h. Consistent with the Recommendation section of Sunrise Engineering's report, dated July 12, 2021, the Developer will install, or reimburse the Town for its installation, of posted speed limit signs of 15 mph with a stop sign installed at the intersection of Rome Way and Juniper Circle, as well as maintaining a minimum road width of 10-14 feet in this area.

5. Developer agrees that final plat cannot be recorded until all services and improvements needed for the development have been completed and accepted by the Town or until the Developer has posted a completion bond acceptable to the Town in an amount at least 125% of the cost to construct all of the improvements in the event the Developer fails to do so. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the Town Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements, public improvements, including roadways and utilities, and all off-street parking requirements.

Deleted: Developer agrees that final plat cannot be recorded until development has all services and improvements needed for the development have been completed and accepted by the Town. Developer agrees to provide any bond or security acceptable to the Town that may be required for such improvements, including a warrant bond.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the Town Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to Town Ordinances that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the Town that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

2. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated.

5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. Impact Fees. No storm water Impact Fees will be charged to this Project as all such fees have been paid through the transfer of the 4 acres to the Town. Developer shall be responsible for payment of all other fees, including other applicable impact fees.

b. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. Town of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

7. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: TLW Investments, LLC

By: ____________________
Libby Wells

By: ____________________
Travis Wells
Its: Managers

Apple Valley, Utah 8_______
Phone: ______________

To the Town: Town of Apple Valley
Att.: Town Attorney Dayton L. Hall
965 E. 700 S., Ste. 305
St. George, UT 84790
Phone: (435) 626-1682

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9. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the Town relating to the Property or the Project.

c. Non Liability of Town Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the Town and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the Town and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the Town and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the Town shall be given or withheld by the Town in compliance with this Agreement and the Town Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within two (2) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the Town shall have the right, but not the obligation, at the sole discretion of the Town Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

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ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

10. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the Town as provided herein.

a. Notice. Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

11. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

12. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

15. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

TOWN:

TOWN OF APPLE VALLEY

ATTEST:

By: ________________________________
Town Recorder

By:________________________________
Mayor ____________________________

DEVELOPER:

TLW INVESTMENTS, LLC

By: ______________________________
Travis Wells

By: ______________________________
Libby Wells
Its: Managers

STATE OF UTAH)
:ss
COUNTY OF __________)

On the ____ day of March, 2021, personally appeared before me Travis and Libby Wells, the signers of the above instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

____
Notary Public

1560616

Exhibit A

DESCRIPTION OF THE PROPERTY

Exhibit B

CONCEPT PLAN

TOWN OF APPLE VALLEY

RESOLUTION R-2021-09

A RESOLUTION AMMENDING THE FISCAL BUDGET FOR THE FISCAL YEAR 2021 FOR THE TOWN OF APPLE VALLEY

WHEREAS, the Town of Apple Valley is required to adopt an annual budget for the Town's funds pursuant to the Uniform Fiscal Procedures Act for Utah Towns (the "Act"); and,

WHEREAS, the Town of Apple Valley has complied with the Act's provisions by adopting a tentative budget for the Fiscal Year End 2021 Annual Budget; and

WHEREAS, a public hearing was held in regards to the proposed budget on June 24th, 2021; and,

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 28th day of July, 2021, and upon motion duly made, seconded, and accepted by majority vote the Budget for fiscal year 2021 was adopted;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Apple Valley that the attached Fiscal Year End 2021 Annual Budget is adopted as provided by the Act.

PASSED this 28th day of July 2021. This Resolution shall be in full force and effect from the date of passage and after the required publication.

TOWN OF APPLE VALLEY

____
Dale Beddo, Mayor

ATTEST:

____
Jeff Voran, Town Recorder

Council Member Kevin Sair voted __________
Council Member Michael McLaughlin voted __________
Council Member Paul Edwardsen voted __________
Council Member Marty Lisbonee voted __________
Mayor Dale Beddo voted __________

TOWN OF APPLE VALLEY

RESOLUTION R-2021-06

ADOPTION OF THE FISCAL BUDGET FOR THE FISCAL YEAR 2022 FOR THE TOWN OF APPLE VALLEY

WHEREAS, the Town of Apple Valley is required to adopt an annual budget for the Town's funds pursuant to the Uniform Fiscal Procedures Act for Utah Towns (the "Act"); and,

WHEREAS, the Town of Apple Valley has complied with the Act's provisions by adopting a tentative budget for the Fiscal Year End 2022 Annual Budget; and

WHEREAS, a public hearing was held in regards to the Tentative Budget on June 24th, 2021; and,

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 28th day of July, 2021, and upon motion duly made, seconded, and accepted by majority vote the Budget for fiscal year 2022 was adopted;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Apple Valley that the attached Fiscal Year End 2022 Annual Budget is adopted as provided by the Act.

PASSED this 28th day of July 2021.This Resolution shall be in full force and effect from the date of passage and after the required publication.

TOWN OF APPLE VALLEY

____

Dale Beddo, Mayor

ATTEST:

____

Jeff Voran, Town Recorder

Council Member Kevin Sair voted	__________
Council Member Michael McLaughlin voted	__________
Council Member Paul Edwardsen voted Council	__________
Member Marty Lisonbee voted	__________
Mayor Dale Beddo voted	__________