



AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, February 17, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Marty Lisonbee |

Council Members | Debbie Kopp | Paul Edwardsen | Mike McLaughlin | Dale Beddo |

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/82929670034>

To call into meeting, dial (253) 215 8782 and use Meeting ID 829 2967 0034

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

DISCUSSION AND ACTION

1. ZONE CHANGE application for AV-1365-J-1 from Open Space (OS) to Rural Estate 20 Acre (RE-20)
2. ZONE CHANGE application for AV-1330-C from Open Space (OS) to Agriculture 10 Acre (A-10)
3. Resolution: Appreciation for Public Works Volunteers
4. Presentation By Sunrise Engineering on the flood mitigation plan for Apple Valley proper.
5. Agreement for Engineering service for the Town of Apple Valley General Plan by Sunrise Engineering
6. Addendum to the Big Plains Water and Sewer Special Service District
7. Discussion and possible action on Resolution 2021-001, providing for the creation of Jepson Canyon Public Infrastructure District No. 1.
8. Discussion and possible action on Resolution 2021-002, providing for the creation of Jepson Canyon Public Infrastructure District No. 2.
9. Discussion and possible action on Resolution 2021-003, providing for the creation of Jepson Canyon Public Infrastructure District No. 3.
10. Easement Agreement Between Kenstal, LLC and Big Plains Water and Sewer Special Service District
11. Discussion and possible action on appointing a Town Treasurer

CONSENT AGENDA

12. Invoice Register -- January 2021
13. Financial Statements -- As of February 10th, 2021

[14.](#) TC meeting Minutes 12.30.2020

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

- 15. Lot split application received on AV-5136-5-Q
- 16. Presentation from Colorado City Fire District Fire Chief

PUBLIC COMMENTS

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

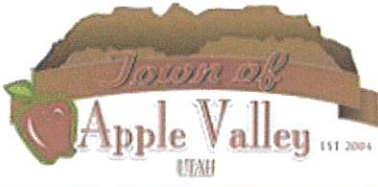
Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

CERTIFICATE OF POSTING: I, John Barlow, as duly appointed Administrator 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>, and the Town Website www.applevalleyut.gov on the **12th day of February, 2012**.

John Barlow, Town Administrator
Town of Apple Valley

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
 1777 N Meadowlark Dr
 Apple Valley UT 84737
 T: 435.877.1190 | F: 435.877.1192
 www.applevalleyut.gov

Paid

Fee: \$500.00 + Acreage Fee	Item 1.
1 – 100 Acres: \$50.00/Acre	
101 – 500 Acres: \$25.00/Acre	
501 + Acres: \$10/Acre	

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name: Mark & Laurel Pierson		Phone: 435-680-9779	
Address: 1000 W. Diamond Valley Road		Email: piersonsforjesus@yahoo.com	
City: St. George	State: UT	Zip: 84770	
Agent: (If Applicable)		Phone:	
Address/Location of Property: 2400 E. Ranch Rd		Parcel ID: AV-1365-J-1	
Existing Zone: open space		Proposed Zone: RE-20	
Reason for the request to build a residence			

Submittal Requirements: The zone change application shall provide the following:

- A. The name and address of every person or company the applicant represents
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- E. Stamped envelopes with the names and address's of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. **Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.**

Official Use Only	
Date Received: 1/7/21	By: Taylor Pledger
Date Application Deemed Complete:	By:

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record. Submitted by: Meridian Title Company

When recorded mail to (Tax Mailing Address):
Grantee
1000 W Diamond Valley Dr
Saint George, UT 84770
MTC File No. 278974

WARRANTY DEED

Patricia Bates, GRANTOR(S), for good and valuable consideration, hereby convey(s) and warrant(s) to

Mark Pierson and Laurel Pierson, as joint tenants

as GRANTEE(S), the following real property located in Washington County, State of Utah, described as:

The East half of the Northeast Quarter of the Northeast Quarter of Section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

Tax Parcel No. AV-1365-J-1

Subject to general property taxes for the current year and thereafter.
Subject to easements, conditions, covenants, restrictions and reservations of record.


In witness whereof, the grantors have executed this instrument this 10th day of July, 2020.



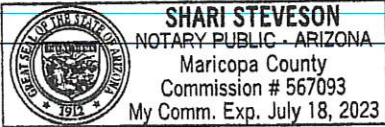
Patricia Bates

STATE OF ARIZONA)
 :SS
COUNTY OF MARICOPA)

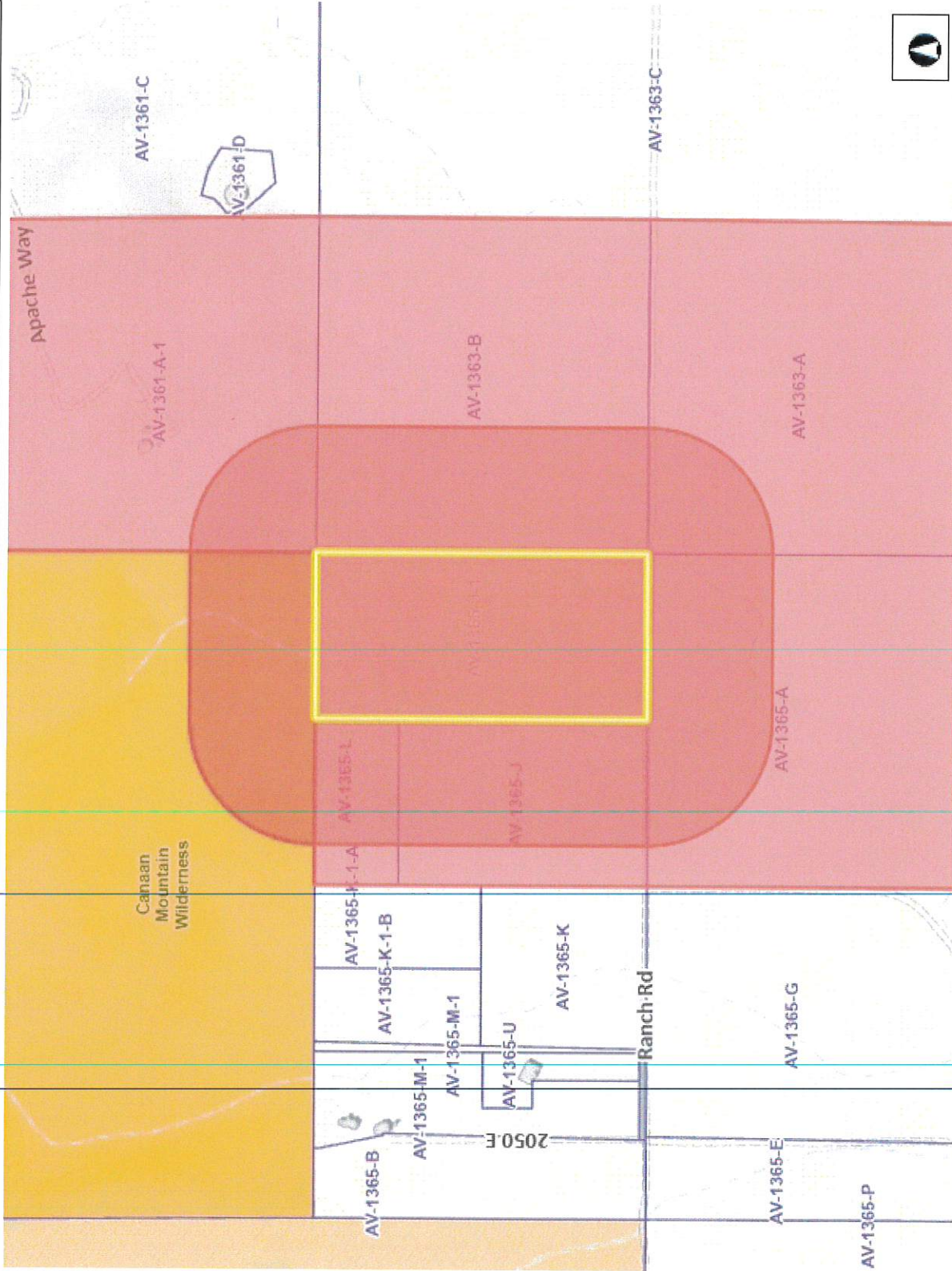
The foregoing instrument was acknowledged before me this 10th day of July, 2020, by Patricia Bates.



Notary Public



Title



Legend

- Parcels
- County Boundary Outline
- CountyMask
- Building Outlines
- Roads**
 - Interstate
 - State Route
 - Major
 - Minor
 - Dirt
- Waterbodies**
 - Waterbodies
- Watercourses**
 - <all other values>
 - Santa Clara River
 - Virgin River
- Hillshade**
 - Low : 4
 - High : 238
- Ownership**
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wildlife
 - National Park Service
 - Shivwits Reservation

Notes

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

1,504.7 Feet

752.33

0

1,504.7

WGS_1984_Web_Mercator_Auxiliary_Sphere

Item 1.

Property Record Card

Item 1.

Washington County

**PIERSON MARK &
LAUREL**

Account: 0808870

Parcel: AV-1365-J-1

Tax Area: 45 - Apple Valley Town

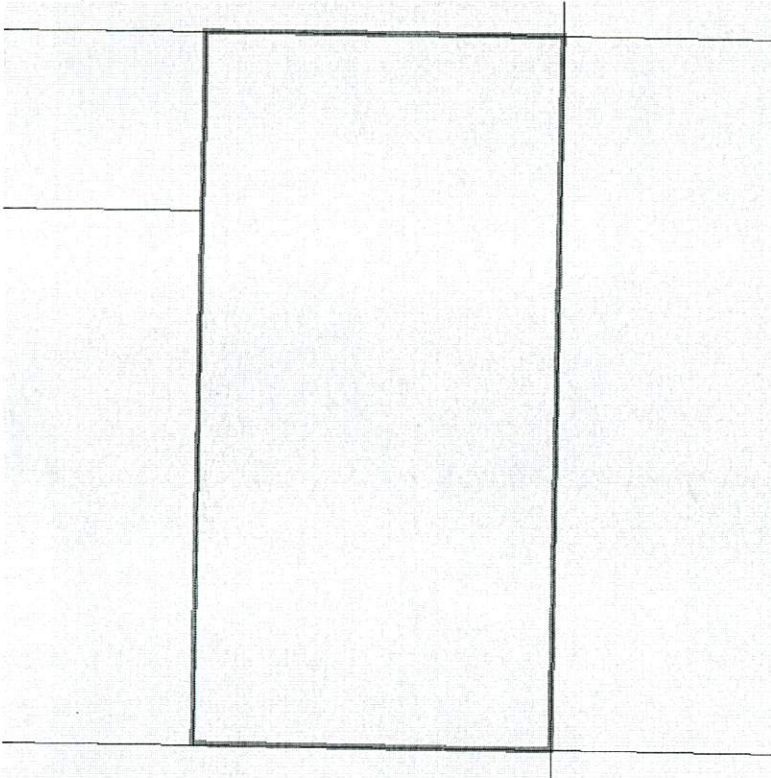
Situs Address:

Acres: 20.000

1000 W DIAMOND VALLEY DR
SAINT GEORGE, UT 84770

Legal Description

S: 14 T: 43S R: 11W THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST SLBM, SUBJECT TO EASEMENTS.



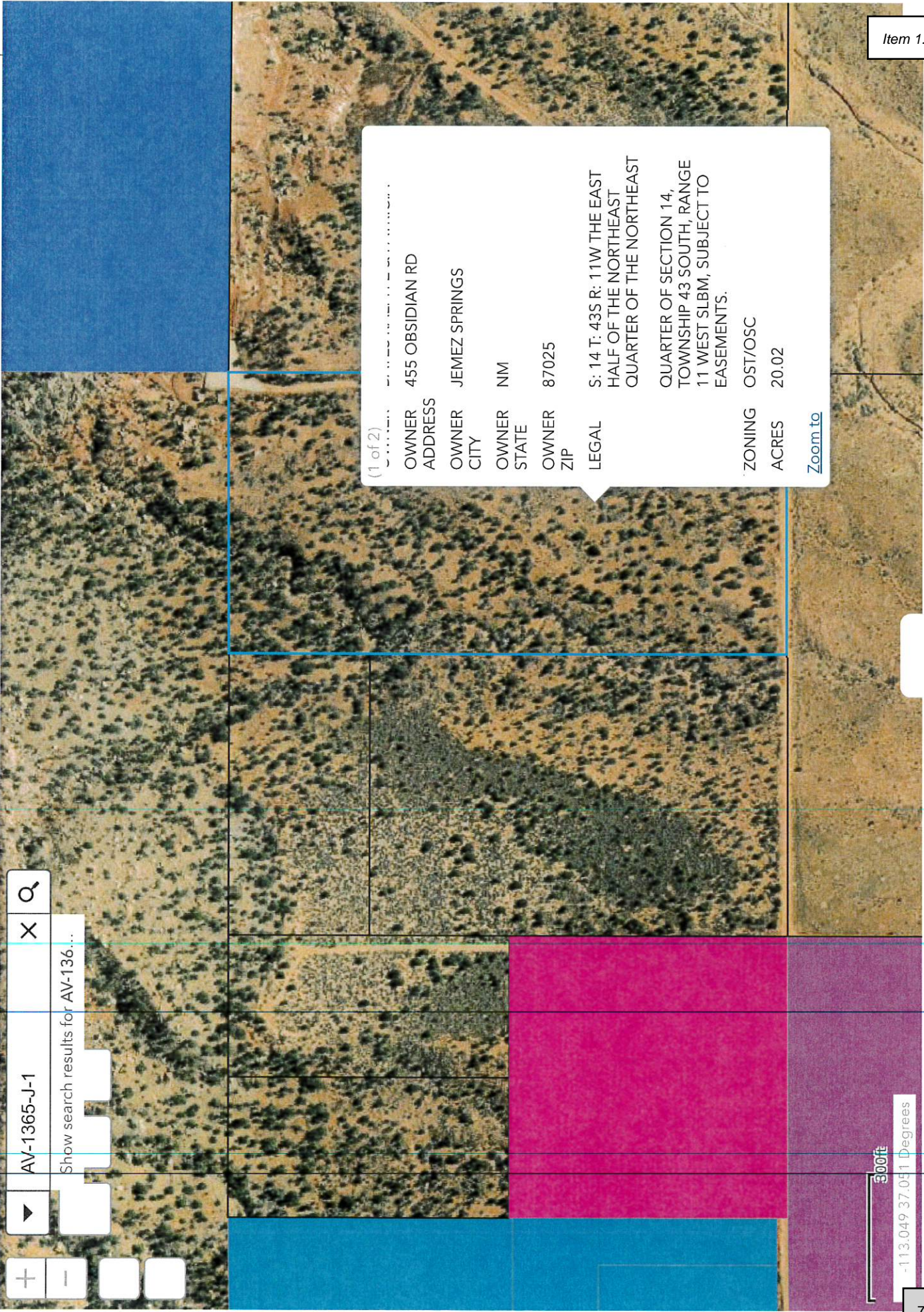
Transfer History

Entry Number	Date Recorded	Deed Type
20200036098	Jul 14, 2020	Affidavit & Death Certificate
20200036099	Jul 14, 2020	Warranty Deed
20190000956	Jan 9, 2019	Resolution
20130005682	Feb 14, 2013	Affidavit
20110031703	Oct 18, 2011	Resolution
20110031704	Oct 18, 2011	Annexation
20060018640	May 9, 2006	Quit Claim Deed

Abstract Summary

Code	Classification	Market Value	Taxable Value
05R	FAA GRAZING IV	\$60,000	\$100
Total		\$60,000	\$100

Show search results for AV-1365-J-1



(1 of 2)

455 OBSIDIAN RD
 JEMEZ SPRINGS
 NM
 87025

S: 14 T: 43S R: 11W THE EAST
 HALF OF THE NORTHEAST
 QUARTER OF THE NORTHEAST
 QUARTER OF SECTION 14,
 TOWNSHIP 43 SOUTH, RANGE
 11 WEST SLBM, SUBJECT TO
 EASEMENTS.

ZONING: OST/OSC
 ACRES: 20.02

[Zoom to](#)

Item 1.

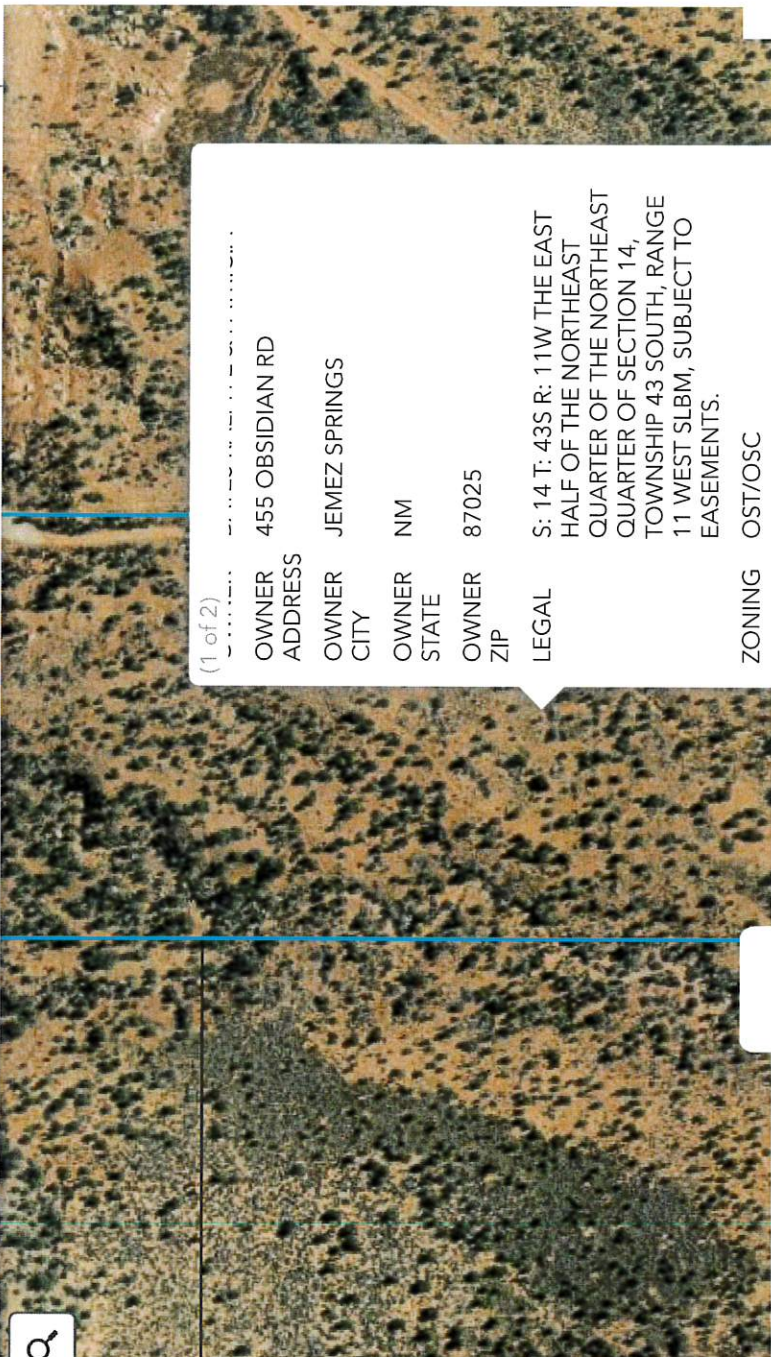
300ft

-113.049 37.051 Degrees

Apple Valley Zoning Public

Apple Valley, Utah

Show search results for AV-136...



(1 of 2)

OWNER ADDRESS
455 OBSIDIAN RD

OWNER CITY
JEMEZ SPRINGS

OWNER STATE
NM

OWNER ZIP
87025

LEGAL
S: 14 T: 43S R: 11W THE EAST
HALF OF THE NORTHEAST
QUARTER OF THE NORTHEAST
TOWNSHIP 43 SOUTH, RANGE
11 WEST SLBM, SUBJECT TO
EASEMENTS.

ZONING
OST/OSC

Apple_Valley_Zoning Town Boundary

Options Filter by map extent

Zoom to Clear selection Refresh

PARCEL ID AV-1365-J-1	PARCEL ADDRESS	PARCEL CITY Apple Valley	PARCEL ZIP 84737	OWNER BATES RALPH E & PATRICIA	OWNER ADDRESS 455 OBSIDIAN RD	OWNER ADDRESS JE
--------------------------	----------------	-----------------------------	---------------------	--------------------------------------	----------------------------------	---------------------

0 features 0 selected

Town of Apple Valley
1777 N. Meadowlark Dr.
Apple Valley UT 84737
435-877-1190

Item 1.

Receipt No: 32486

Receipt Date: 01/07/2021

Time of Receipt: 01/21/2021 09:54 AM

Zone Change Fee	<u>550.00</u>
	\$550.00

Check: 9543	<u>550.00</u>
	\$550.00



January 21st, 2021

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1365-J-1
Address: 2400 East Ranch Road

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from Open Space/Open Space Transition Zone (OS/OST) to Rural Estate 20 Acre (RE-20) for the stated purpose of a building a residence. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder's office or at the following link:

https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.050_RE_Rural_Estates_Zone

The hearing will be held **February 3rd, at 6:00 PM**. MDT, at Apple Valley Town Hall, which is located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Any objections, questions or comments can be directed by mail to the Town of Apple Valley, Attn: Planning and Zoning Administrator, 1777 North Meadowlark Drive, Apple Valley, Utah 84737, or in person at the Apple Valley Town Hall.

The acting Planning and Zoning Administrator can be reached by phone at (435) 877-1190, or by email at administrator@applevalleyut.gov. Any owner of property located entirely or partially within the proposed zoning map amendment may file a written objection to the inclusion of the owner's property in the proposed zoning map amendment, not later than 10 days after day of the first public hearing. Each written objection filed with the municipality will be provided to the Apple Valley Town Council.

Kind Regards,

John Barlow,
Finance Director
Phone: (435) 877-1190
Fax: (435) 877-1192
www.applevalleyut.gov



Mayor Marty Lisonbee
Council Members: Debbie Kopp, Paul Edwardsen, Mike McLaughlin, and Dale Beddo



TO: Planning Commission; Town Council; Mayor
FROM: John Barlow, Apple Valley Town Administrator
DATE: January 27th, 2021
RE: Staff Review of Rezone Application for AV-1365-J-1

APPLE VALLEY PLANNING COMMISSION APPLICATION STAFF REPORT

Application Type: Rezone Application
Owner/Applicant Name: Mark & Laurel Pierson
Project Address: 2400 East Ranch Road
Parcel/Lot Number: AV-1365-J-1
Current Zoning: Open Space Transitional (OST)
Proposed Zoning: Rural Estate 20 Acre (RE-20)
Legislative/Administrative Proceeding: Legislative
Approval Authority: Apple Valley Town Council
Appeal Authority: Apple Valley Appeal Authority

Date of Public Hearing: February 3rd, 2021
Location of Public Hearing: Apple Valley Town Hall, 1777 Meadowlark Drive, Apple Valley, Utah 84737
Body of Public Hearing: Apple Valley Planning Commission
Notice to Mailed to Neighbors: January 21st, 2021

Summary of Application

The Applicant is requesting an amendment to the zoning designation for AV-1365-J-1 from Open Space Transitional (OST) to Rural Estate 20 Acre (RE-20) for the stated purpose of building a primary residence.

This would move the property from an allowed density of zero residential units to one residential unit. Further, it would allow for the Rural Estate uses that may or may not be permitted under OST. The permitted uses for rural estate zones can be found in AVC 10.10.050 and are as follows;

Permitted Uses: Uses permitted in [Rural Estate] zone are as follows:

- Single-family dwellings not less than 1250 sq.ft. on the main floor;
- Accessory buildings and uses, following issuance of a building permit for a permanent dwelling;

- Home occupations;
- Raising of crops, gardens, and horticulture;
- Residential facility for persons with a disability (see AVLU 10.28 for supplementary information);
- Residential facility for the elderly (see AVLU 10.28 for supplementary information);
- Churches;
- Park or playgrounds;
- The keeping of animals and fowl for family food production, but not for commercial use.
- Animal Allowances/Restrictions: (restrictions listed)

Standards for Approval/Denial

Apple Valley ordinance does not outline a standard for approval; however, the staff recommends at least considering the following:

1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Staff Analysis

Please keep in mind that the list of consideration above and discussed below are NOT a comprehensive list of consideration, but a recommended minimum amount of consideration.

PZ Commission can make a recommendation based on: ANY RATIONAL BASIS. This is the most flexible level of discretion given to you under the law.

Is the applicant request consistent with the General Plan's (GP) goals, objectives, and policies?

The general plan has this property designated as Residential 1 Acre. The applicants request is consistent with the general plan.

Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?

Yes, the neighboring properties are zoned similarly and their current use is similar.

Will the proposed amendment adversely affect adjacent property?

No.

Is there adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection?

Staff recommends that the PC consider the level of infrastructure when considering this application. It would be reasonable to conclude that there is inadequate infrastructure to support the requested level zoning; however, the town has granted this level of density to properties in the same vicinity.

Infrastructural issues:

Water and Fire: The Fire Chief and the Water Superintendent have both had conversations with the property owners. The infrastructure could support this level of development; however, there are necessary improvements that the applicant would have to do before construction. Specifically, dedicate part of the property for frontage, extend the waterline to ensure there is a hydrant within 400' feet of any house/facility, and create road access to any house.

The water extension will require state and local approval. The applicants are working toward that end.

Public Works: There is not dedicated street. The de-facto street has road base and is very narrow. As stated above, a road dedication before construction would be required.

No infrastructure issue is so egregious that it should absolutely prohibit the approval of this application. However, the PC should be aware of these issues when considering future density in this area.

Staff Recommendation

Staff recommends approving this application for the reasons above. Staff will formally notify the applicant of the infrastructure and access issues and work to help resolve them.

Caution

Ask yourself the following questions before voting.

1. Do I have a conflict of interest that has not been disclosed?
2. Am I granting this application based on who the applicant is?
3. In our discussion or in my own personal deliberations, did I/we consider the applicant's:

- Color
- Disability
- Family Status
- Sex/Gender
- Race
- Religion
- National Origin
- Familial Status
- Military Service

If the answer is yes to any of the questions above, STOP. Consult with Town Staff, or the Town Attorney.



Sample Motions

(Approve without conditions) I move we recommend that the Town Council approve the zoning map amendment requested for AV-1365-J-1 based on the findings set forth in the staff report and (if applicable) for the following additional reasons:

_____.

(Approve with conditions) I move we recommend that the Town Council approve the zoning map amendment for AV-1365-J-1 with the following conditions: [list conditions] _____.

(Deny) I move we recommend the Town Council deny the zoning map amendment requested for AV-1365-J-1 based on the findings set forth in the staff report and (if applicable) for the following additional reasons:

(Postpone) I move we table this application until the next regular planning commission meeting, and direct staff to report back about _____.

TOWN OF APPLE VALLEY

ORDINANCE O-2021-00X

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1365-J-1

WHEREAS, the Town of Apple Valley ("Town") has been petitioned for a change in the zoning classification for the AV-1365-J-1 from Open Space to Rural Estate 20 Acre; and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on the February 3rd, 2021. In a meeting on the same day the Planning Commission recommended denial of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission's recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based and consistent with the Town's General Plan.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 17th day of February, 2021, and upon motion duly made and seconded:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, that

SECTION I: The zoning classification for the AV-1330-C is changed from Open Space (OS) to Rural Estate 20 Acre (RE-20).

SECTION II: Update of Official Zoning Map. The Official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 17th day of February, 2021.

Marty Lisonbee, Mayor

ATTEST:

Michelle Kinney, Town Recorder

Mayor Marty Lisonbee	Aye ___ Nay ___ Absent ___
Debbie Kopp	Aye ___ Nay ___ Absent ___
Michael McLaughlin	Aye ___ Nay ___ Absent ___
Denny Bass	Aye ___ Nay ___ Absent ___
Dale Beddo	Aye ___ Nay ___ Absent ___



TO: Planning Commission; Town Council; Mayor
FROM: John Barlow, Apple Valley Town Administrator
DATE: January 27th, 2021
RE: Staff Review of Rezone Application for AV-1330-C

APPLE VALLEY PLANNING COMMISSION APPLICATION STAFF REPORT

Application Type: Rezone Application
Owner/Applicant Name: Walter Josey
Project Address: Near Property located at 1224 N ROME WAY APPLE VALLEY, UT 84737-4821
Parcel/Lot Number: AV-1330-C
Current Zoning: Open Space Transitional (OST)
Proposed Zoning: Agriculture 10 Acre (A-10)
Legislative/Administrative Proceeding: Legislative
Approval Authority: Apple Valley Town Council
Appeal Authority: Apple Valley Appeal Authority

Date of Public Hearing: February 3rd, 2021
Location of Public Hearing: Apple Valley Town Hall, 1777 Meadowlark Drive, Apple Valley, Utah 84737
Body of Public Hearing: Apple Valley Planning Commission
Notice to Mailed to Neighbors: January 21st, 2021

Summary of Application

The Applicant is requesting an amendment to the zoning designation for AV-1330-C from Open Space Transitional (OST) to Agricultural 10 Acre (A-10) for the stated purpose that it was zone agriculture by the county before the Town incorporated and the owner would like it to be zone back to agriculture.

This would move the property from an allowed density of zero residential units to one residential unit. Further, it would allow for the agricultural uses that may or may not be permitted under OST. The permitted uses for agricultural zones can be found in AVC 10.10.020 and are as follows;

Permitted Uses: Uses permitted in [Agricultural] zone are as follows:

- Crop production, horticulture and gardening
- Farm buildings and uses
- Household pets
- Farming livestock
- Stands for sale of produce grown and sold on premises
- Veterinarian
- Weaner Pigs
- Residential Dwelling

Standards for Approval/Denial

Apple Valley ordinance does not outline a standard for approval; however, the staff recommends at least considering the following:

1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Staff Analysis

Please keep in mind that the list of consideration above and discussed below are NOT a comprehensive list of consideration, but a recommended minimum amount of consideration.

PZ Commission can make a recommendation based on: ANY RATIONAL BASIS. This is the most flexible level of discretion given to you under the law.

Is the applicant request consistent with the General Plan's (GP) goals, objectives, and policies?

The general plan has this property designated as Residential 1 Acre. There are at least

two possible ways of analyzing whether this application is consistent with the general plan; the PC could determine that increasing the density from OST to Agriculture moves the density level closer to that of the general plan, or the PC could determine that Agricultural uses are not consistent with general plan's goals because it would be primarily agricultural instead of residential.

Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?

Neighboring Land Use: The requested zone is consistent with the current use of the property to the east, northeast, and southeast. Neighboring property to west is more residential.

Neighboring Land Use Designation: The applicants request (Agricultural) is somewhat consistent with the zoning designation of neighboring property. Nearby properties have the Rural Estate, Open Space, and Agricultural designations.

Will the proposed amendment adversely affect adjacent property?

There are some possible negative adverse effects on neighboring property (e.g., livestock, farming buildings next to residential areas); however, staff judges the adverse effects could be negligible and are not out of place for Apple Valley's rural culture. The PC should make a determination about whether allowed uses for the proposed zone would adversely effect property zoned rural estate to the west.

Is there adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection?

There is adequate infrastructure to support the requested level density. Access issues and other development requirements would be addressed in a different land use process.

Staff Recommendation

Staff has not recommendation on this application.



Caution

Ask yourself the following questions before voting.

1. Do I have a conflict of interest that has not been disclosed?
2. Am I granting this application based on who the applicant is?
3. In our discussion or in my own personal deliberations, did I/we consider the applicant's:
 - Color
 - Disability
 - Family Status
 - Sex/Gender
 - Race
 - Religion
 - National Origin
 - Familial Status
 - Military Service

If the answer is yes to any of the questions above, STOP. Consult with Town Staff, or the Town Attorney.



Sample Motions

(Approve without conditions) I move we recommend that the Town Council approve the zoning map amendment requested for AV-1330-C based on the findings set forth in the staff report and (if applicable) for the following additional reasons:

_____.

(Approve with conditions) I move we recommend that the Town Council approve the zoning map amendment for AV-1330-C with the following conditions: [list conditions] _____.

(Deny) I move we recommend the Town Council deny the zoning map amendment requested for AV-1330-C based on the findings set forth in the staff report and (if applicable) for the following additional reasons:

(Postpone) I move we table this application until the next regular planning commission meeting, and direct staff to report back about _____.



Town of Apple Valley
 1777 N Meadowlark Dr
 Apple Valley UT 84737
 T: 435.877.1190 | F: 435.877.1192
 www.applevalleyut.gov

Paid

Item 2.

Fee: \$500.00 + Acreage Fee
 1 - 100 Acres: \$50.00/Acre
 101 - 500 Acres: \$25.00/Acre
 501 + Acres: \$10/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name: <i>WALTER JOSEY</i>		Phone: <i>435-817-1599</i>	
Address: <i>1224 N. Ponce Way</i>		Email: <i>joseywalter@hotmail.com</i>	
City: <i>Apple Valley</i>	State: <i>UT</i>	Zip: <i>84737</i>	
Agent: (If Applicable)		Phone:	
Address/Location of Property:		Parcel ID: <i>AV-1330-C</i>	
Existing Zone: <i>OST</i>		Proposed Zone: <i>Agriculture</i>	
Reason for the request <i>Property was Ag in county before AV Incorp. Want to return to Ag as it allows more and proper use of property designation</i>			

Submittal Requirements: The zone change application shall provide the following:

- A. The name and address of every person or company the applicant represents
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned - *See MAPS*
- E. Stamped envelopes with the names and address's of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted *N/A - office MANAGER will provide*
- F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property *See MAP*

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

Official Use Only	
Date Received: <i>1/4/21</i>	By: <i>Taylor Pledger</i>
Date Application Deemed Complete:	By:

Item 2.



Apple Valley Zoning Public

Apple Valley, Utah

Apple Valley Zoning Public

Find address or place



Layer List_2

- OST/OSC
- AG
- C-1
- C-2
- C-3
- M-1
- I-1
- RV PARK
- CABIN/TH
- MH
- PD
- RE-1
- RE-2.5

(1 of 2)

Apple_Valley_Zoning_20181211: AV-1330-C

PARCEL ID	AV-1330-C
PARCEL ADDRESS	
PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER	JOSEY WALTER TR
OWNER ADDRESS	820 S COTTON MEADOW LN
OWNER CITY	WASHINGTON
OWNER STATE	UT

[Zoom to](#)



-113.115 37.098 Degrees



AV-1330-C

Sign in

Navigation Maps & Data Sources Analysis Tasks Search



Parcel Number Address Account Number

Search for a Subdivision

Search for PLSS Section

Parcel Search

Section Search

I want to...

27-A

AVR-3-38

AV-AVR-3-39-A

AV-AVR-3-39-A

AV-AVR-3-48

AV-AVR-3-49

AV-AVR-3-28

AV-AVR-3-50

AV-1330-C

AV-1330-D-1

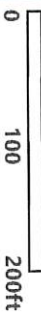
Mount Zion Dr
Rome Way



Tool Labels



Basemap...



0 100 200ft

Item 2.
nt 0566474

Location

Account Number 0566474
Parcel Number AV-1330-C
Tax District 45 - Apple Valley Town
Acres 10.00
Situs 0, 0

Owner

Name JOSEY WALTER TR
1224 N ROME WAY
APPLE VALLEY, UT 84737-4821

Value

Market (2020) \$45,000
Taxable \$120
Tax Area: 45 Tax Rate: 0.009505
Type Actual Assessed Acres
Farm Land \$45,000 \$120 10.000
FAA

Legal S: 29 T: 42S R: 11W BEGINNING AT THE SOUTHEAST CORNER OF LOT 28 OF APPLE VALLEY RANCH SUBDIVISION - PHASE III, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT LIES NORTH 89*56'28" EAST 1848.02 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION NORTH 00*03'32" WEST 549.99 FEET; THENCE NORTH 89*56'28" EAST 791.85 FEET TO A POINT ON THE CENTER SECTION LINE OF SAID SECTION; THENCE ALONG SAID CENTER SECTION LINE SOUTH 00*05'34" EAST 549.99 FEET TO A POINT ON SAID SECTION LINE, SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE ALONG SAID SECTION LINE SOUTH 89*56'28" WEST 792.18 FEET TO SAID SOUTHEAST OF LOT 28 AND THE POINT OF BEGINNING

Parent Accounts 0154974
Parent Parcels 1330-B
Child Accounts 0576465
Child Parcels AV-1330-D-1
Sibling Accounts
Sibling Parcels
Transfers

Entry Number

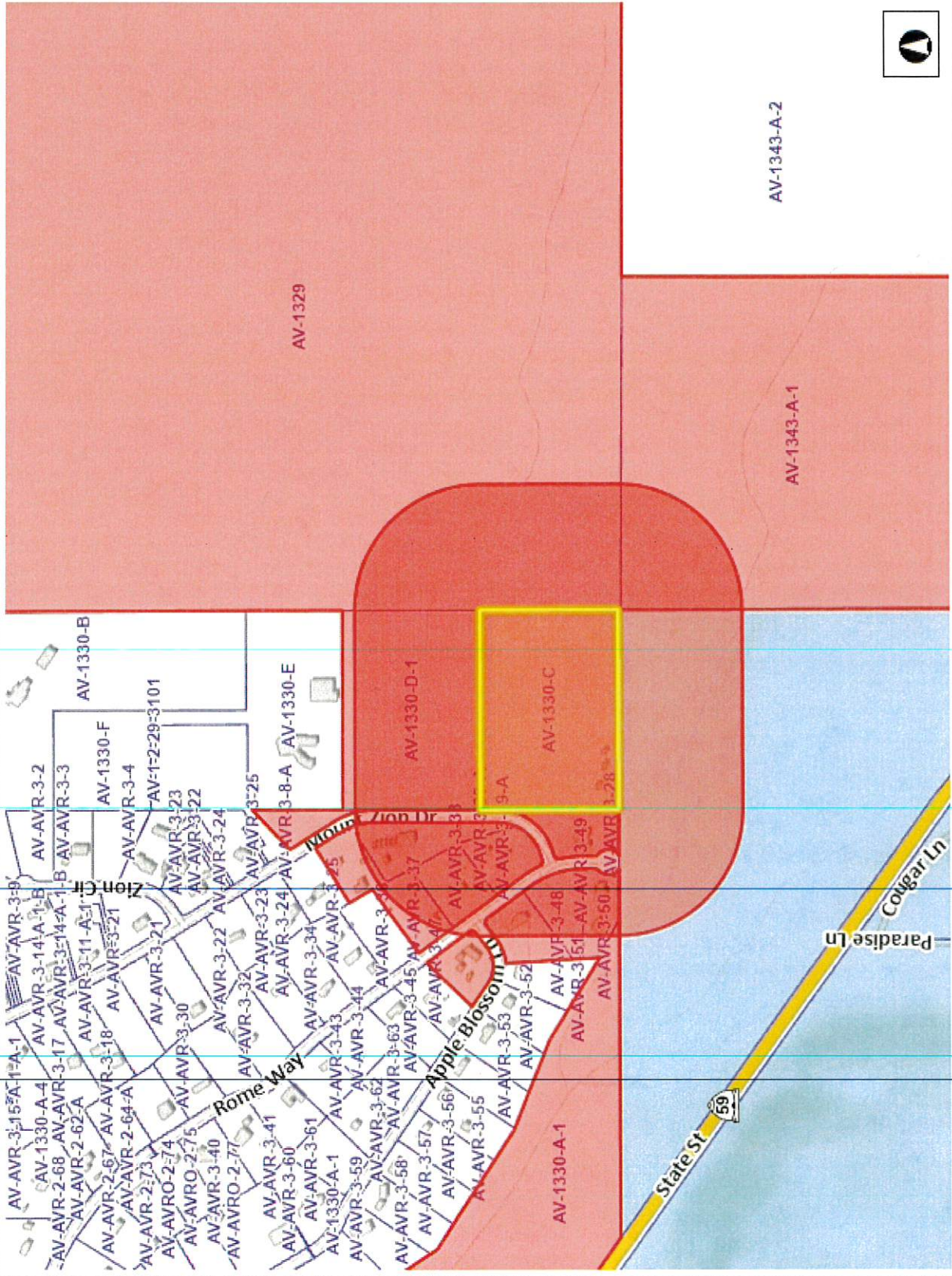
00571364
00578270
00724313
20110031703
20110031704
20140014049

Recording Date

07/15/1997 10:01:00 AM
09/30/1997 10:08:00 AM
06/11/2001 10:46:00 AM
10/18/2011 02:16:28 PM
10/18/2011 02:16:28 PM
05/09/2014 03:34:22 PM

B: 1116 P: 508
B: 1137 P: 219
B: 1412 P: 2127

Title



Legend

	Parcels
Ownership	
	U.S. Forest Service
	U.S. Forest Service Wilderness
	Bureau of Land Management
	Bureau of Land Management Wildlife
	National Park Service
	Shiwiwi Reservation
	Utah Division of Wildlife Resources
	Utah Division of Transportation
	State Park
	State of Utah
	Washington County
	Municipally Owned
	School District
	Privately Owned
	Water
	Water Conservancy District
	State Assessed Oil and Gas
	Mining Claim

Notes



DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



TAX ID	OWNER	ADDRESS 1	CITY	STATE	ZIP	COUNTRY
AV-1343-A-1	CEDAR VISTA LLC	PO BOX 122	REXBURG	ID	83440	
AV-1330-A-1	GUBLER STEPHEN L	1890 E 800 N	SAINT GEORGE	UT	84770	
AV-1330-D-1	WIDNER CAREN M	PO BOX 94	HURRICANE	UT	84737-0094	
AV-AVR-3-47	PARCELL CHARLES R	1252 N APPLE BLOSSOM LN	APPLE VALLEY	UT	84737	
AV-AVR-3-37	POLLOCK SHELLEY A	1324 N ROME WAY	HURRICANE	UT	84737	
AV-AVR-3-39-A	CHRISTENSEN QUIN & CINDY	642 S LUCERNE DR	SALEM	UT	84653	
AV-AVR-3-48	PEARSON RYAN M & DONI J	1243 N ROME WAY	APPLE VALLEY	UT	84737	
AV-AVR-3-8-A	LISONBEE MARTIN & LETITIA	1386 N MT. ZION DR	APPLE VALLEY	UT	84737	
AV-AVR-3-26	ROBBINS TERRY E TR & MINTER JULIE	1367 N MOUNT ZION DR	APPLE VALLEY	UT	84737-4875	
AV-AVR-3-39-A	CHRISTENSEN QUIN & CINDY	642 S LUCERNE DR	SALEM	UT	84653	
AV-AVR-3-38	FAUBLE RICHARD & JERRINE	1294 N ROME WAY (850 W)	APPLE VALLEY	UT	84737	
AV-1329	CEDAR VISTA LLC	PO BOX 122	REXBURG	ID	83440	
AV-1330-C	JOSEY WALTER TR	1224 N ROME WAY	APPLE VALLEY	UT	84737-4821	
AV-AVR-3-50	GARDNER JON S & FELICIA	1213 N ROME WAY	APPLE VALLEY	UT	84737	
AV-AVR-3-49	PEARSON RYAN M & DONI J	1243 N ROME WAY	APPLE VALLEY	UT	84737	
AV-AVR-3-27-A	RUNDQUIST STEPHEN P & MYRNA J	PO BOX 99	HURRICANE	UT	84737-0099	
AV-AVR-3-28	JOSEY WALTER TR	1224 N ROME WAY	APPLE VALLEY	UT	84737-4821	

Town of Apple Valley
1777 N. Meadowlark Dr.
Apple Valley UT 84737
435-877-1190

Receipt No: 32441
Receipt Date: 01/04/2021
Time of Receipt: 01/21/2021 10:24 AM

Dog License 2021	10.00
Vacation Rental	150.00
Zone Change Fee	<u>550.00</u>
	\$710.00
Check: 402	<u>710.00</u>
	\$710.00



January 21st, 2021

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1330-C
Address: Near property located at: 1224 N ROME WAY APPLE VALLEY, UT 84737-4821

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from Open Space/Open Space Transition Zone (OS/OST) to Agriculture 10 Acre (A-10) for the stated purpose of a zoning designation that is more compatible with the current use. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder’s office or at the following link:

https://applevalley.municipalcodeonline.com/book?type=landordinances#name=10.10.020_A_Agricultural_Zone

The hearing will be held **February 3rd, at 6:00 PM**. MDT, at Apple Valley Town Hall, which is located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Any objections, questions or comments can be directed by mail to the Town of Apple Valley, Attn: Planning and Zoning Administrator, 1777 North Meadowlark Drive, Apple Valley, Utah 84737, or in person at the Apple Valley Town Hall.

The acting Planning and Zoning Administrator can be reached by phone at (435) 877-1190, or by email at administrator@applevalleyut.gov. Any owner of property located entirely or partially within the proposed zoning map amendment may file a written objection to the inclusion of the owner’s property in the proposed zoning map amendment, not later than 10 days after day of the first public hearing. Each written objection filed with the municipality will be provided to the Apple Valley Town Council.

Kind Regards,

John Barlow,
Finance Director
Phone: (435) 877-1190
Fax: (435) 877-1192
www.applevalleyut.gov



Mayor Marty Lisonbee
Council Members: Debbie Kopp, Paul Edwardsen, Mike McLaughlin, and Dale Beddo

**TOWN OF APPLE VALLEY
ORDINANCE O-2021-00X**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1330-C

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification for the AV-1330-C from Open Space to Agricultural 10 Acre; and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on the February 3rd, 2021. In a meeting on the same day the Planning Commission recommended denial of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission’s recommendation; and,

WHEREAS, the Town Council finds that the requested zone change for this property is rationally based.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 17th day of February, 2021, and upon motion duly made and seconded:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, that

SECTION I: The zoning classification for the AV-1330-C is changed from Open Space (OS) to Agricultural 10 Acre (A-10).

SECTION II: Update of Official Zoning Map. The Official Zoning Map is amended to reflect the adoption of this ordinance.

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 17th day of February, 2021.

Marty Lisonbee, Mayor

ATTEST:

Michelle Kinney, Town Recorder

Mayor Marty Lisonbee	Aye ___ Nay ___ Absent ___
Debbie Kopp	Aye ___ Nay ___ Absent ___
Michael McLaughlin	Aye ___ Nay ___ Absent ___
Denny Bass	Aye ___ Nay ___ Absent ___
Dale Beddo	Aye ___ Nay ___ Absent ___

RESOLUTION



APPRECIATION 2020-00X

Jerry Jorgensen

Is thanked for countless tireless volunteerism. Jerry has spent countless hours volunteering building and maintaining public roads, serving on public boards, and organizing and preparing community events.

APPLE VALLEY TOWN COUNCIL HERBY ADOPTS THIS RESOLUTION 2021-XXX ON FEBRUARY 17TH, 2021



Mayor Marty Lisonbee

Councilmember Dale Beddo

Councilmember Paul Edwardson

Councilmember Mike McLaughlin

RESOLUTION



APPRECIATION 2020-00X

Richard Fischer

Is thanked for countless tireless volunteerism. Richard has spent countless hours volunteering building and maintaining public roads. A special note of appreciation goes to Richard for his many hours of volunteering during the Main Street Alignment Project. Further, Richard is thanked for his assistance in assisting the Town in reviewing development and lot split applications for impact on public roads and development standards.

APPLE VALLEY TOWN COUNCIL HERBY ADOPTS THIS RESOLUTION 2021-XXX ON FEBRUARY 17TH, 2021

Mayor Marty Lisonbee

Councilmember Dale Beddo

Councilmember Paul Edwardson

Councilmember Mike McLaughlin





THE TOWN OF APPLE VALLEY

STORMWATER IMPACT FEE FACILITIES PLAN

JANUARY 2020

PREPARED BY:





THE TOWN OF APPLE VALLEY STORMWATER IMPACT FEE FACILITIES PLAN

JANUARY 2020

MAYOR Marty Lisonbee
 COUNCIL MEMBER Denny Bass
 COUNCIL MEMBER Mike McLaughlin
 COUNCIL MEMBER Debbie Kopp
 COUNCIL MEMBER Paul Edwardsen

PREPARED BY:



11 North 300 West
 Washington, UT 84780
 TEL: 435.652.8450
 FAX: 435.652.8416

Marvin Wilson, P.E.
 Principal Engineer
 State of Utah No. 176874

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. BASIN DESCRIPTION & DATA COLLECTION 2

A. FIELD INVESTIGATION..... 2

B. EXISTING DRAINAGE FACILITIES 2

C. WATERSHED INFORMATION 2

D. SOIL TYPE INFORMATION 3

E. LAND USE PATTERNS 4

F. HISTORY OF FLOODING & COMPLAINTS 5

III. HYDROLOGICAL ANALYSIS 6

A. INTRODUCTION..... 6

B. HYDROLOGICAL MODEL 6

C. HYDROLOGICAL MODEL RESULTS 9

IV. SYSTEM ANALYSIS.....10

A. INTRODUCTION..... 10

B. EXISTING FACILITIES 10

C. SYSTEM IMPROVEMENTS 11

D. NATURAL DRAINAGE CHANNEL INFRASTRUCTURE..... 12

E. MAINTENANCE AND MISCELLANEOUS IMPROVEMENTS 13

F. WATER QUALITY IMPROVEMENT MEASURES..... 14

V. COST & PROPOSED IMPACT FEES.....15

A. SYSTEM IMPROVEMENT 15

B. STORM DRAIN IMPACT FEES 15

C. PROPOSED FINANCING PLAN..... 16

D. DRAINAGE RATE ANALYSIS 16

E. CASH FLOW ANALYSIS 17

APPENDICES

- Appendix A – Master Plan Figures
- Appendix B – Master Plan Tables
- Appendix C – Hydrologic Evaluation Resources
- Appendix D – Hydrologic Model Output
- Appendix E – Financial Tables

LIST OF FIGURES

Figure I.1:	Area Map
Figure II.C.1	Existing Drainage Basins
Figure II.D.1	Soils Map
Figure II.E.1	Apple Valley Zoning Map
Figure IV.C.1	Existing Storm Water Improvements
Figure IV.C.2	Proposed Storm Water Improvements
Figure IV.C.3	Drainage Basins After Improvements
Figure V.B.1	Area to be Developed

LIST OF TABLES

Table III.B.1	NOAA Precipitation Data
Table III.B.2	Rainfall Distribution
Table III.B.3	Drainage Basin Parameters & Analysis Results (Existing)
Table III.B.4	Drainage Basin Parameters & Analysis Results (After)
Table IV.B.1	Conveyance Capacity of Roadway Swales
Table IV.B.2	Conveyance Capacity of Pipe Storm Drain Systems
Table V.A.1	Engineers Opinions of Probable Cost
Table V.B.1	Impact Fee Calculation
Table V.C.1	Proposed Financing Plan
Table V.E.1	Cash Flow Analysis

I. INTRODUCTION

This Stormwater Impact Fee Facilities Plan has been prepared for the Town of Apple Valley, located in Washington County, Utah, east of St. George and Hurricane along State Route 59. The Town of Apple Valley was established in 2004 with approximately 700 residents. Since then the town has continued to experience growth. As this growth has occurred, the construction of homes, roads and other improvements typical of developed communities has altered the natural terrain upon which the community was built. These alterations have resulted in an increase in stormwater runoff generated by storm events and have changed the routes by which storm runoff is directed through the Town.

The Town's existing stormwater drainage improvements include borrow ditches, street culverts, a bridge, and a curb and gutter with integrated storm drain inlet boxes and piped systems. These improvements have been analyzed with regard to build out conditions based on current zoning.

This study analyzes those areas which are currently developed and/or which directly route stormwater runoff through the Town. Undeveloped drainage basins falling within the Town boundary were not analyzed in this study. It is assumed that runoff from these areas will flow directly into Little Creek.

This Plan includes general requirements for the sizing, maintenance, and configuration of a stormwater management system in the Town of Apple Valley and makes recommendations for addressing specific problem areas in the Town.

In addition, this Plan provides operation and maintenance recommendations for existing and future stormwater improvements.

It is intended that this 2019 Stormwater Master Plan will help the Town of Apple Valley manage current and future stormwater routing scenarios.

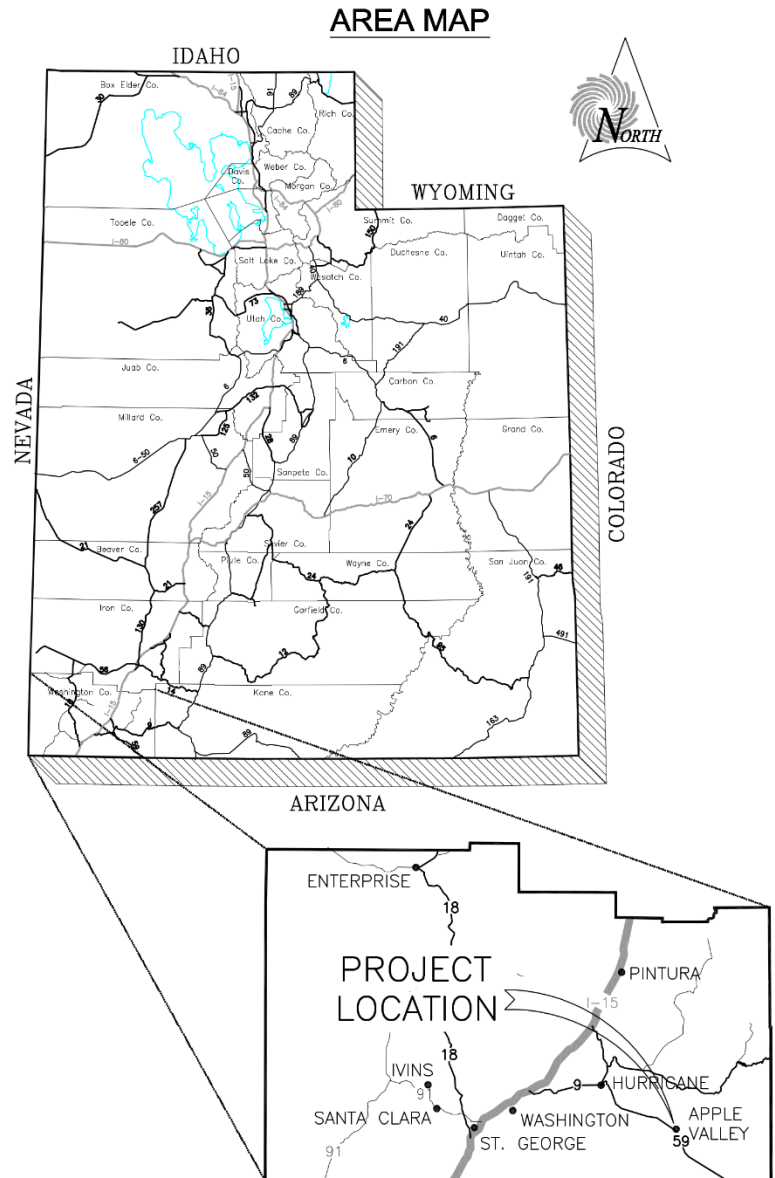


Figure I-1: Area Map

II. BASIN DESCRIPTION & DATA COLLECTION

A. FIELD INVESTIGATION

The Town of Apple Valley is located south and east of Hurricane along SR-59 in Washington County, Utah. The Town boundaries include Rockville to the east, and Hildale to the south. The community can be classified as rural and suburban due to varied land uses within the Town. These land uses range from pasture and farmland to moderate density residential housing and light commercial use. Development in the Town has had a direct impact on the natural drainage patterns and native ground cover historically found in the area. These changes in ground cover and drainage patterns are the primary cause of stormwater problems and potential flooding in the Town.

To assist with preparation of this Plan, Sunrise Engineering's staff conducted a detailed field investigation of the Town. The overall purpose of the field investigation was to collect information regarding existing drainage improvements, drainage patterns, and existing problematic areas throughout Apple Valley. The findings of the field investigation were compared to digitized information and supplemented by maps obtained from various entities regarding soil types, land uses, and digital elevation models. The gathered information was used in a hydrologic analysis of the study area to determine the amount of runoff generated by specific precipitation events and to evaluate the ability for existing infrastructure to convey runoff flows.

B. EXISTING DRAINAGE FACILITIES

Roadway Conveyance

Excess stormwater generated by a given rainfall event typically sheet flows to roadside borrow ditches lining the street drainage area. These ditches route stormwater runoff in the direction of highest gradient to the nearest drainage. Where necessary culverts are located at street intersections to route stormwater underneath the intersection. Due to the large watershed and non-ridged drainage channels sheet flow can cause problems by overtopping ditches and flowing into residential properties. Some of these specific problem areas and solutions are discussed in later sections.

Storm Drain Pipe System

Storm drain pipe systems are located near the towns gas station and bridge. These systems include catch basins, cleanout boxes, pipe segments, and outfall structures which discharge storm-water to natural drainage features and ultimately to Little Creek. The majority of Apple Valley does not include storm drain piping. A comprehensive map of the existing drainage improvements has been included as Figure IV.C.1 in Appendix A.

Drainage Channels

The primary natural drainage channel in Apple Valley is Little Creek. Little Creek runs next to SR 59 for the majority of its path through Apple Valley. This ephemeral creek is the major drainage feature for Apple Valley. All subsequent washes and drainage improvements ultimately drain into the Little Creek.

A. WATERSHED INFORMATION

Work performed during the data collection and field investigation phase of this study included a detailed review of how stormwater runoff

within the Town of Apple Valley is routed to the primary drainage channels and pipe systems previously described, and ultimately to Little Creek. The direction of stormwater flow was established for local developments and existing stormwater conveyance facilities were reviewed to understand how they route stormwater to the major drainage channels. After these patterns were determined, watershed drainage basins were delineated.

A drainage basin is a portion of a greater watershed area that has specific, well-defined boundaries and produces runoff at a downstream point location. Dividing larger watershed areas into individual drainage basins and allows more detailed and accurate analyses of the individual areas. These individual analyses can then be combined to generate data for the large basins and the watershed as a whole. This process was followed for this Plan.

The Town of Apple Valley contains several drainage basins. The basins on the east side of the mesa merge together and drain directly into Little Creek. The basins on the west of the mesa drain at separate points into Little Creek. Figure II.C.1 in Appendix A illustrates the drainage basins as they exist presently.

B. SOIL TYPE INFORMATION

The soil type within a watershed area has a significant impact on how much excess stormwater is available for runoff because the soil type determines the precipitation infiltration rate. This infiltration rate is the rate at which water moves from the ground surface into subsurface soil layers. If the infiltration rate is very high, stormwater runoff generated by precipitation events is lower because a greater volume of moisture is absorbed by the soil.

Conversely, if the infiltration rate is low, higher volumes of runoff are generated because minimal absorption occurs in the subsurface soil layers. The Soil Conservation Service (SCS) has studied soil types throughout the United States and has grouped soils according to their type and infiltration rates. These groups are described in the list below:

Group A: These soils have a high infiltration rate. They are chiefly deep, well drained sands or gravel, deep loess, or aggregated silts. *They have low runoff potential.*

Group B: These soils have a moderate infiltration rate when thoroughly wet. They are moderately deep and well drained and of moderately fine to moderately coarse texture. Examples are shallow loess and sandy loam.

Group C: These soils have a slow infiltration rate when wet. They are soils with a layer that impedes downward movement of water and typically have moderately fine to fine texture. Examples are clay loams or shallow sandy loams. These soils are typically low in organic content and high in clay content.

Group D: These soils have a very slow infiltration rate. They are chiefly clay soils with high swelling potential. A high water table is often permanent. Clay pan is often found at or near the surface. A shallow layer of soil may cover a nearly impervious material. Examples include heavy plastic clays and certain saline soils. *They have high runoff potential.*

The United States Department of Agriculture, National Resource Conservation Service (NRCS) has performed several studies of soils

throughout the United States including those in the Town of Apple Valley and the surrounding area. These studies reveal that the soil types located in the study area are primarily of groups B, B/C, and C Soil data used for the study area consisted primarily of data from the SSURGO database which was obtained from the NRCS Web Soil Survey website. This data was supplemented by data from the STATSGO database which was obtained from the NRCS Soil Data Mart website. The data collected was used in the watershed analysis described by this Plan. A map of the SCS soil types in the study area is included as Figure II.D.1 in Appendix A.

C. LAND USE PATTERNS

The type of land use in a given watershed area is a factor that significantly affects the magnitude of stormwater flow and runoff volume generated by precipitation events. Land uses that have relatively higher percentages of impervious surfaces such as parking lots, shopping areas, storage yards and high density residential housing tracts generate more stormwater runoff than areas with lower percentages of impervious surfaces such as parks and grasslands.

The Town's current zoning map was used to evaluate the land use conditions in Apple Valley assuming a build out condition in the study area. Additionally, review of current aerial photographs and information collected during the field investigation was used to refine the land use categories used in this Plan. The Town has a variety of developed land uses including:

Commercial: This includes retail shopping, restaurants, hotels, Town offices, churches, and other businesses.

Low Density Residential: This use includes residential housing on average lot sizes of 5 or more acres.

Medium Density Residential: This use includes residential housing from 1 to 5 acres.

High Density Residential: This use includes residential housing on average lot sizes of 1 acre.

Multi-Family/PCD/Mobile Home: This use includes residential housing on average lot sizes of 6,000 square feet or less.

Open Space: This use includes public recreation grounds and facilities, other grassy areas, and some agricultural land.

Brush Terrain: This area includes regions of undeveloped natural brush terrain.

Over the past several years, Apple Valley has experienced periods of high to moderate growth and periods of very low growth. Development in the Town has been governed by and has generally followed guidelines established by adopted zoning ordinances. It was assumed, for the purposes of this study and for predicting future land use patterns within the Town, that development and land use will follow the current Apple Valley Town Zoning Map. The current zoning map has been included as Figure II.E.1 in Appendix A.

D. HISTORY OF FLOODING & COMPLAINTS

The data collection and field investigation process completed for this study included a review of locations within the Town where flooding due to precipitation events has been a problem. A summary of the problem areas as provided by Apple Valley Town are summarized below:

East Zion Circle: Runoff during large precipitation events flows into the cul-de-sac causing the road and adjacent houses to be partially flooded and distributes large sediment deposits. The area is a relative low point (belly) that holds water until it can be conveyed away by ditches. Runoff from these streets is intended to sheet flow to the side of the street in which it is generated and cross only in designated locations such as culverts or other storm water improvements.

1240 Apple Blossom Ln: Runoff during medium to large storm events overruns existing borrow ditches causing flow to pass through neighborhood homes around 1240 Apple Blossom Ln. Homes yards are being eroded away from the floods. The flow follows the predevelopment geological flow path. Borrow ditches have been constructed to re-route water for this area but have not been sized large enough to handle the larger storm events.

Borrow Ditches: Borrow ditches throughout the town have caused localized flooding. Borrow ditches fill with sediment when flow goes through the ditches. If the ditches are not maintained it causes areas with localized flooding. This flooding has washed out

driveways and sent water through yards in the town.

N. Apple Valley Dr: Runoff during medium to large storm events causes water to overtop North Apple Valley Drive. The drive has a section that was constructed to dip down into an existing flow path. When the watershed receives significant rain, the storm water erodes the lowered portion of the road.

III. HYDROLOGICAL ANALYSIS

A. INTRODUCTION

After the field investigation and data collection process outlined in Section II of this Plan was performed, a hydrologic analysis of the drainage basins which contribute runoff flow to the Apple Valley study area was completed. The HEC-GEOHMS software package was used to determine the basin characteristics required by HEC-HMS as inputs. HEC-HMS, a system developed by the Army Corps of Engineers, was used in this analysis to determine peak and total volume flows generated in the drainage basins. The main purpose of this analysis is to provide reference information for future analyses, basic data for future designs, and to ensure that no current systems within the Town of Apple Valley are largely undersized or under designed.

Certain assumptions and modeling parameters that mathematically describe precipitation and runoff characteristics of the study area were required for development of the computer model. These parameters include:

- Method of Analysis
- Basin Delineation
- Rainfall Data
- Design Storm
- Soil Type and Land Use Characteristics
- Lag Time

A discussion of these input parameters and the process of creating the hydrologic model is given in Section B below. Results generated by the computer model are discussed in Section C.

E. HYDROLOGICAL MODEL

Method of Analysis

Numerous methods have been developed for performing hydrologic analyses for given watersheds. Each of the methods has its strengths and weaknesses; therefore, particular methods are better suited to specific watershed characteristics and configurations. The method chosen to analyze the Town of Apple Valley watershed was the SCS Unit Hydrograph Method. This method, developed by the Soil Conservation Service, is best suited for urban or rural conditions with drainage basin areas ranging from one to 2,000 acres. Data required for input includes rainfall intensities, predominant soil types, land use patterns, runoff times of concentration (T_c) for individual basins and runoff curve numbers (CN) for individual basins. Output results are runoff hydrographs from which peak flows and volumes can be determined.

In the Unit Hydrograph Method, input data is used to create a direct hydrograph that results from one inch of excess rainfall uniformly distributed over the watershed area for a specific duration storm event. After the unit hydrograph is created, it can be used to generate flood hydrographs for design storms (i.e. 10-year 3-hour, 100-year 3-hour, etc.) based on the theory that individual hydrographs resulting from successive increments of rainfall excess that occur throughout a storm period will be proportional in discharge throughout their length. The HEC-GEOHMS and HEC-HMS software package has the ability to run the SCS method to generate stormwater discharge hydrographs based on the required input data. Hence, this package was appropriately suited for analysis of the Town of Apple Valley watershed.

Basin Delineation

In order to effectively model precipitation and runoff scenarios for the Town of Apple Valley watershed, the study area was divided into drainage basins as described in Section II. Figure II.C.1 included in Appendix A shows the basin delineations. Basins were automatically delineated from a digital elevation model (DEM) imported into HEC-GEOHMS from the Utah AGRC website and corrected based on information obtained from the field investigation. These basins represent the current storm runoff configuration for the Town.

Rainfall Data

Rainfall data necessary for input into the computer model was taken from the National Oceanic Atmospheric Administration (NOAA) website ATLAS 14. The table provides information regarding design storm depth-duration-frequency (DDF) of rainfall depths as given in Table III.B.1 in Appendix B. The precipitation data given in a DDF table can be used to create a DDF curve which is a relationship between the depth, duration, and frequency or return period of a given storm event. This, in turn, can be used to produce a storm temporal distribution. This distribution is a relationship between the percentage of rain produced given the amount of time that has elapsed. These distributions are related to the design storm duration and the distribution used in this study can be found in Table III.B.2 in Appendix B.

Design Storm

The design storm for a hydrologic analysis is normally chosen based upon data observations that reveal the type of precipitation event that produces the highest peak flows and volumes for a given watershed under realistic rainfall

event conditions. In the western United States and especially arid areas, storms that generally produce the highest levels of runoff are thunderstorms. Historically, the rainfall event frequency used to size storm drain conveyance facilities in Utah has been either the 5-year or 10-year 3-hour storm while the 100-year 3-hour storm has generally been used to size detention facilities.

It has been concluded for this Plan that runoff conveyance facilities for the Town of Apple Valley should be designed for the 10-year 3-hour storm and detention facilities to be designed for the 100-year 3-hour storm. This standard is consistent with that used in most areas of Utah and is the same as the design criteria for storm drain systems in St. George Town.

Soil Type and Land Use Characteristics

One factor that significantly affects the amount of runoff generated by a particular watershed is the soil type within the watershed. Different soils have different infiltration rates, or rates at which water can move through the surface to subsurface layers and thus be held from flowing off the watershed via surface drainage. If the infiltration rate is high, the runoff generated from storms is decreased. If the infiltration rate is comparatively low, precipitation will flow off the watershed rather than being absorbed.

Another important factor that affects the amount of runoff generated by a watershed is land use. Developed areas have a higher percentage of impervious surfaces like streets, driveways, parking lots and roofs while undeveloped areas are typified by pervious surfaces and plant features that are more efficient at absorbing precipitation, preventing it from leaving the watershed as runoff. The

results is that higher rates are expected with increased development than are typically observed from a watershed in its natural condition.

The effect of soil types and land uses on watershed runoff flows and volumes is accounted for within the SCS Unit Hydrograph method for hydrologic analysis by the runoff curve number (CN). The Soil Conservation Service has calculated CN values for each soil group based on particular land uses. Representative curve numbers were calculated by the computer model according to soil maps and land use maps imported into the model under build out conditions. These soil type maps and land use maps are given in Figure II.D.1 and Figure II.E.1 in Appendix A. Each basin was assigned by the model a composite CN value based on a weighted average of the different soil and land use types located within each basin. Curve number values assigned to each of the basins are included in tabular form in Table III.B.3 in Appendix B.

Time of Concentration

The final input parameter required for the hydrologic model is the lag time (T_l) which is generally defined as the time between the center of mass of effective rainfall and the inflection point on the recession (falling limb) of the direct runoff hydrograph. This is often related to the time of concentration which is defined as the time that must elapse before the entire basin area is contributing runoff at the outflow point of the basin. This parameter helps to define the shape and peak of the resulting hydrographs from rainfall events. Factors that determine the lag time are the length of overland flow (L) which is the maximum distance that water must travel from the upper extremity

of the basin to the outflow point, the curve number (CN) which accounts for the soil infiltration capacity, and the slope (S) which is the average surface slope within the basin.

Of the various methods used to calculate the lag time, the SCS lag method is well suited for the hydrologic conditions characteristic of the Town of Apple Valley watershed area. The SCS lag equation was developed from observations of agricultural watersheds where overland flow paths were poorly defined and channel flow was absent, but the method has been adapted to small urban watersheds less than 2,000 acres in area and performs reasonably well for areas that are completely paved. Hence, the method can be applied to each of the basins within the Town of Apple Valley study area. The SCS lag equation is expressed as follows:

$$T_l = \frac{L^{0.8} \left(\left[\frac{1000}{CN} - 10 \right] + 1 \right)^{0.7}}{1900 * \sqrt{S}}$$

where T_l is the lag time in hours, L is the basin hydraulic length in feet, CN is the SCS runoff curve number and S is the average surface slope of the basin in percentage.

Evaluation of the lag time equation reveals that as the length of the basin decreases and the SCS runoff curve number and slope increase, the calculated lag time decreases. It is important to note that the time of concentration and the lag time has a significant effect on the size and timing of the peak flow from a watershed basin; therefore, care must be taken to accurately calculate this parameter. The lag time was calculated in HEC-GEOHMS for each basin within the study area. Table III.B.3 in Appendix B includes a column that lists the calculated lag times for each basin.

F. HYDROLOGICAL MODEL RESULTS

Information regarding basins, rainfall data, design storms, land uses, soil types and times of concentration were compiled using HEC-GEOHMS watershed modeling software. Following the compilation of the watershed and rainfall information, an analysis using HEC-HMS was run which generated runoff hydrographs for each basin in the watershed area. The runoff hydrographs provided values on peak flows and total runoff volumes for each basin. Peak flows and volumes resulting from the 10-year 3-hour storm event and the 100-year 3-hour event under build out conditions in the Town of Apple Valley are summarized in Table III.B.3 in Appendix B.

IV. SYSTEM ANALYSIS

A. INTRODUCTION

After the hydrologic analysis described in Section III of this Plan was completed, a general overall evaluation of existing drainage conditions and facilities in the Town of Apple Valley was performed to determine the adequacy of existing storm drain conveyance and routing facilities. This evaluation included hydraulic analyses of existing drainage features such as roadways, storm drain pipe systems, drainage swales, etc. The results of this analysis were used to reveal locations of flooding potential, to indicate where additional storm drain systems, improvements, or repairs are needed, and to provide insight on the prioritization of future projects and improvements. This evaluation involved studying the hydrologic data and discussion from Section III and a confirmation of the compiled data from the field investigation.

The discussion presented in this section includes an analysis of existing storm drain facilities, recommendations for repairs to the existing system, and proposed construction of additional storm drain facilities. A brief and general description of the existing storm drain facilities is given in Subsection B. Subsection C presents the recommended improvements and changes to the Apple Valley Town stormwater system which are needed to alleviate present problems.

B. EXISTING FACILITIES

Primary stormwater conveyance facilities existing in the Town of Apple Valley include borrow ditches, storm drain pipe systems, culverts and natural drainage channels. A brief discussion of the role and conveyance

capabilities of each is given in the following highlighted subsections. This subsection is meant to be informative and provide details regarding the design methods used to determine system improvements.

Swales

Similar to the roadway conveyance systems in the Town, a specific inventory of all the swales within the Town will not be listed here, but any specific problem areas will be discussed later on in this section. The stormwater conveyance capacity of a swale is governed primarily by its cross sectional shape. Like any other conveyance channel, the longitudinal slope and surface roughness also strongly influences the capacity. Assuming these governing factors, the swale capacity can be approximated by Manning's equation:

$$Q = \frac{1.486}{n} AR^{2/3} S^{1/2}$$

Where Q is the flow capacity of the swale in cubic feet per second, n is Manning's roughness coefficient, A is the area of fluid flow in square feet, R is the hydraulic radius in feet and S is the longitudinal slope of the swale in foot per foot.

Since the majority of the swales in the Town of Apple Valley are somewhat vegetated the n -value used for this analysis was a conservative value of 0.025. Also, to simplify the analysis process, all the swales in the Town were assumed to be triangular shaped, with a depth of 2' and 1:1 side slopes. With these assumptions the above equation was simplified to the following equation:

$$Q = 188.7 * S^{1/2}$$

If the street has swales on both sides then the capacity is doubled since this equation is for a single swale. Table IV.B.1 in Appendix C presents the conveyance capacity of the typified roadway swale outlined above based on slope.

Storm Drain Pipe Systems

Storm drain pipe systems are currently installed in few areas of the Town. These systems generally include catch basins, cleanout boxes, pipe segments, and outfall structures. The storm drain pipe is located at the fire station and the bridge. These systems function as complete isolated systems and do not tie into larger Town storm drain mains. Each of the storm drains discharge into the Clear Creek Wash.

The isolated systems are functioning as designed and are effectively conveying stormwater out of the nearby streets and developed areas. Table IV.B.2 in Appendix A presents the conveyance capacity of several types of piped systems based on slope.

Excess stormwater routed into these systems generally enters the storm drain pipe system through catch basins and inlet boxes. Covers and grates for these inlet boxes have many different sizes and configurations which affect the amount of stormwater that can be captured by these boxes. If the actual grate is smaller or becomes choked with debris or is otherwise clogged, the capture capacity is reduced. Limited capacity at a grate may cause localized flooding and may also cause flooding at downstream grate locations due to the reduced amount of water being captured at upstream locations. Future storm drain system designs

and development requirements should respect these facts.

Culverts

The majority of the conveyance facilities in the Town of Apple Valley are comprised of natural drainage channels along the edge of the road. With this being the case, several culverts are located throughout the Town to convey stormwater under roadways or other such embankments.

The shapes of these culverts may vary, but most are understood to be circular. Culvert construction materials also vary. Many are made from steel, concrete, and plastics. Culvert inlet and outlet configurations also vary. All these factors, including the size of the culvert, contribute to the conveyance capacity.

G. SYSTEM IMPROVEMENTS

The runoff results of the hydrologic analysis (summarized in Table III.B.3 and Table III.B.4) were compared to the flow capacities of the existing improvements near the location of the basin outlets. This comparison was the basis for the improvement recommendations provided in this section.

In general, the runoff generated in the existing drainage basin which drains the majority of the developed portion of the Town does not exceed the capacity of the existing downstream improvements. A portion of the town has areas where the runoff exceeds the existing structure capacity. These conditions exist on the East side of town. The recommended improvements focus on routing large runoff amounts around the east end of town as identified in Section II.F of this report.

A map of the recommended improvements has been included as Figure IV.C.2 in Appendix A.

Recommended Improvements

East Apple Valley Drainage Channel

Install a 16' channel that increases to a 45' drainage channel on the East side of town. The channel is positioned on the west side of parcels AV-1321-A, AV-1328-B, AV-1329, and AV-1343-A-1.

Install a detention basin capable of holding 4,500,000 gallons of water at the north east section of town. The detention basin lies on parcel AV-1329.

24-inch HDPE storm drain system from Mt. Zion Circle between Parcels AV-AVR-3-4 and AV-AVR-3-5-B-1 along S. Mt. Zion Drive that fronts parcels AV-1-2-29-3101, AV-1330-E, AV 1330-D-1, and AV 1330-C.

Install 96-inch CMP culvert under N Apple Valley Drive. See exhibit IV.C.2 for location.

Install 84-inch CMP culvert under N Apple Valley Drive. See exhibit IV.C.2 for location.

Borrow Ditch Improvements

The town has given direction to keep borrow ditches as the standard vehicle for drainage with the town boundaries. Borrow ditches will need to be cleaned and expanded in around half of the streets in Apple Valley.

For main streets and areas where additional development is expected to take place, the Town should consider having the developer install curb & gutter.

Incorporating these improvements would alter the basin delineation described previously in this report. The changes to the drainage basin delineation based on completing the

recommended improvements are shown in Figure IV.C.3 in Appendix A.

H. NATURAL DRAINAGE CHANNEL INFRASTRUCTURE

Due to the critical nature of the natural drainage channels for conveying and routing stormwater runoff within the Apple Valley Town boundaries, it is recommended that the Town take proper action to preserve and protect them for this purpose. It is recommended that the Town adopt an ordinance to preserve these existing channels as drainage rights-of-way to be maintained and preserved by the Town as part of the stormwater facilities owned and operated by the Town.

It is not economical for the Town to construct infrastructure consisting of underground stormwater conveyance trunk lines as long as these natural channels remain unobstructed and in working condition. With this intended use of the natural drainage channels, it also recommended that future developments in the Town shall not obstruct these channels. In the event that this is not possible, for one reason or another, then it should be the responsibility of the developer to reconstruct an open channel or an underground piping system to convey the flows through the development. In turn, future developments within the should be allowed to discharge stormwater produced in the development into these natural drainage channels at the same natural rate prior to development. Doing so will most likely require construction of a detention facility. The developer will be responsible for determining the historical discharge rate produced by the land being developed and the proper capacity of the detention facility. Such determination by

developer should be subject to review and acceptance by the Town.

In order to prevent excessive pollutants from entering these natural channels, it is also recommended that stormwater be partially treated before being discharged into the channels. Possible treatment could include the removal of suspended solids, trash, debris, and oil. See Subsection F for further information regarding water quality improvements.

I. MAINTENANCE AND MISCELLANEOUS IMPROVEMENTS

There are several improvements and practices that will enhance the ability for the Town of Apple Valley to manage stormwater runoff. These improvements include both structural and non-structural items. They are:

Pave or Chip Seal Unimproved Roads: Sedimentation that occurs in storm drain systems is often caused by erosion from construction areas as well as unpaved roads within the Town and can result in significant costs and maintenance to the system. The total amount of sedimentation in the storm drain system can be greatly reduced or eliminated by paving or chip sealing unimproved roads.

Reshape Existing Roads: Some of the roads in Apple Valley Town lack the ideal 2% cross slope to centerline. Without a proper crown in the roadway, the ability of the roadway to convey stormwater and drain properly is diminished. It is recommended that as roadways are resurfaced, care be taken to ensure that the proper cross slope is established.

Complete Regular Street Sweeping: A comprehensive street sweeping and cleanup program should be developed to remove sediment and trash from the streets and gutters

so debris is not washed to downstream storm drain control facilities and ultimately into the Little Creek. It is anticipated that this simple maintenance procedure will greatly reduce future costs for maintenance of the storm drain system.

Complete Regular Facility Cleaning: A comprehensive facility maintenance program should be established to clean inlet boxes, manholes, pipe systems, and any future pollution control structures. Regular maintenance will ensure the proper functionality of these structures, prolong life expectancy and reduce future maintenance costs.

Ensure Proper Grate Orientation: Ensure that the catch basins in the Apple Valley Town storm drain system that are fitted with directional grates have the directional grates installed in the correct orientation to function at maximum efficiency. Maintenance of the storm drain system should include a procedure to ensure that the grates on every catch basin are oriented properly.

Establish Standard Maintenance Program: It is recommended that the Town develop a regular storm drain system maintenance program with proper tracking and record keeping. This process is most easily accomplished using current computer technology including mapping and record keeping software. Implementing such a system will allow the Town to maintain the storm drain system at the highest level of efficiency.

Maintain a Current System Map: It is strongly recommended that Apple Valley Town maintain a thorough storm drain system map. Modern computer technology makes this task relatively simple and having the map will significantly reduce storm drain system maintenance costs. If

possible, this map should include sizes, materials, and slopes of existing improvements.

J. WATER QUALITY IMPROVEMENT MEASURES

One of the primary goals of a stormwater management plan is to enhance the quality of water discharged to downstream stormwater conveyance facilities. Runoff generated from urban and suburban areas often contains pollutants such as sediments, road salts, oils, greases, solvents, pesticides, fertilizers, detergents, trash and many other forms of pollutants which may be discharged to downstream rivers and lakes. The Environmental Protection Agency (EPA) requires that these pollutants be controlled, mitigated and otherwise eliminated before they are discharged.

The first line of defense against pollution discharges are detention basin facilities installed near low segments of storm drain systems. Detention basins control peak flows that would otherwise be routed directly to receiving discharge facilities. As stormwater runoff is held in the detention basin, flow velocity of the water is minimized and many of the suspended pollutants are able to settle out. Some of the pollutants are broken down organically while the physical debris, such as trash and sediment, can be manually cleaned from the detention basin and disposed of properly. This study recommends installation of local detention basin facilities in future developments in the Town. These would be implemented by individual developers.

The second line of defense against pollution discharges are Best Management Practice (BMP) structures such as oil and grease

separation structures. These structures are devices that are designed to remove oils, greases and other similar materials from stormwater before it is discharged to downstream receiving facilities. It is recommended that a structure of this type be installed at each of the detention basins to ensure that these pollutant types are removed from stormwater before it is discharged from the storm drain system into the Little Creek. It should be noted that these facilities require regular maintenance. If not cleaned and maintained properly, these devices cease to function and no pollutants are removed from the discharge flows.

V. COST & PROPOSED IMPACT FEES

A. SYSTEM IMPROVEMENT

The recommended storm drain improvements were outlined in the Recommended Improvements list given in the previous section of this study. Unit costs were applied to the recommended improvements and cost estimates were derived for the purpose of future financial planning. Table V.A.1 in Appendix E is the Engineer’s Opinion of Probable Cost for each of the recommended improvements. It should be noted that these cost estimates are based on current, 2020, market prices.

K. STORM DRAIN IMPACT FEES

As detailed throughout this report, Apple Valley Town is in need of additional storm drain system infrastructure to meet the needs of current and future drainage scenarios. The Town is responsible for the current deficiencies in the storm drain system, but future development that occurs within the drainage area analyzed will further add to the deficiencies in the system. Because of this, an appropriate share of the costs associated with the recommended improvements should be borne by development.

To determine this appropriate share, the total area of undeveloped land within the drainage area analyzed, but understood to be developable, was divided by the total area of the drainage area. This percentage was taken to be the portion of the improvement costs that is impact fee eligible. The figure delineating the undeveloped versus developed land is included as Figure V.B.1 in Appendix A. The current Build-out Study prepared by the Eastern Washington

County Rural Planning Organization was used as the basis for this delineation.

Table V.B.1 in Appendix E shows the calculations used to determine the maximum impact fee per acre of land. The interest from new debt service shown in the calculation is based on a 30-year loan using an interest rate of 2.5%.

The maximum impact fee allowable based on this calculation is \$2,886 per acre. It is the responsibility of the Town to set the actual impact fee, but it is recommended that the impact fee be set so that the Town will have sufficient funds to cover annual expenses resulting from improvement projects.

It should be noted that no estimate was included for curb and gutter improvements recommended in this report and costs for these improvements were not included in the impact fee calculation. The primary reason for this is because curb and gutter improvements for areas that have previously been developed are understood to be ineligible to be paid for using impact fees. In addition, it is understood that curb and gutter improvements will be constructed by developers in areas where new development takes place.

It should also be noted that this study recommends not charging impact fees for development falling outside of the major drainage basins which route storm water flow through the Town. The reason for this is because the areas falling outside of this boundary route storm water directly to the Little Creek without first passing through the Town. In other words, these developments will not impact the existing infrastructure of the Town. The developers will be responsible to construct adequate storm water improvements without increasing the

downstream runoff to these natural drainage channels.

If the Town determines not to move forward with the recommended project as proposed, then the Town should consider not implementing impact fees as proposed to ensure that the Town is in compliance with the Impact Fee Act. If the Town determines to move forward with the recommendations in this report in phases or as funds become available to cover the costs of phased improvements, the Town will be responsible to ensure that impact fees collected are projected to be incurred or encumbered within six years of collecting the impact fee to ensure compliance with the Impact Fee Act.

The Impact Fee Analysis contained herein:

includes only the costs for qualifying public facilities that are:

- a) allowed under the Impact Fee Act;
- b) projected to be incurred or encumbered within six years after each impact fee is paid;
- c) contains no cost for operation and maintenance of public facilities;
- d) offsets costs with grants or other alternate sources of payment;
- e) does not include costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents, and;
- f) complies in each and every relevant respect with the Impact Fees Act.

This certification is valid as long as the recommendations outlined in this report are followed and as long as the Town expends

impact fees collected on qualifying expenses within 6 years from the date of collection. See Appendix F for more information regarding this certification.

L. PROPOSED FINANCING PLAN

A possible financing plan for the recommended improvements has been included as Table V.C.1 in Appendix E. This financing plan is submitted only as a guide and should be used only as such. It should be noted that an increase in drainage rates would be required in order to proceed with a project covering all of the recommended improvements. This increase will be explained in the following sub-section.

M. DRAINAGE RATE ANALYSIS

The Town of Apple Valley currently charges for drainage according to the following rate structure. The differing rates are based on the zoning type.

Residential	\$10 per month
Commercial	\$25 per month

The Town currently has 318 residential customers and 1 commercial customers. The average rate per billing is \$10.05.

In order to proceed with one project covering all of the recommended projects, financing would need to be obtained for the capital expense associated with the project and a rate increase would be needed. The revenues generated must be sufficient to cover the expenses incurred by the construction, maintenance, and administration of the storm water system. These administrative expenses include debt service, insurance, personnel

salaries, legal and professional fees, and other miscellaneous items.

If the Town were to move forward with the project in 2022, the first year of debt service would need to be paid in 2023. The Town budget from fiscal year ending in 2018, 2019, and 2020 were used as a source to determine existing expenses relating to the Drainage utility. The expenses were projected assuming a 3% annual inflation rate to estimate the expenses in fiscal year 2023.

In order to determine the required average drainage fee rate, the total expenses estimated were reduced by the estimated amount of impact fees to be collected. This amount was determined by using the growth rate projections given to SEI by the town. As shown in Table V.C.1 in Appendix E, the projected number of impact fees to be collected in fiscal year 2023 is 22.

The amount of expenses remaining after taking into account the projected income from impact fees, was divided by the projected number of customers in fiscal year 2023. As shown in Table V.C.1 in Appendix E, the number of customers projected is 377. The final average monthly rate per customer was determined by dividing the number calculated above by the 12 months of the year. Based on the financing plan and drainage rate analysis described previously, the average monthly rate per customer required to move forward with a single project including all of the recommended projects is \$15.21. This calculation is shown on the Proposed Financing Plan included as Table V.C.1 in Appendix E.

Drainage rates and related fees should be evaluated regularly to ensure that they are

sufficient to cover actual expenses incurred by the utility.

N. CASH FLOW ANALYSIS

Using the information from the proposed financing plan, a cash flow analysis was performed for the life of the loan associated with the project. This analysis assumes an annual rate increase of 3%. The analysis also includes a renewal and replacement fund equal to 5% of the projected annual expenses to be used for ongoing maintenance and replacements. It is strongly recommended that the Town incorporate this type of fund into the budget for the drainage utility.

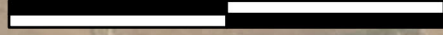
The Cash Flow Analysis has been included as Table V.E.1 in Appendix E.

APPENDIX A – MASTER PLAN FIGURES

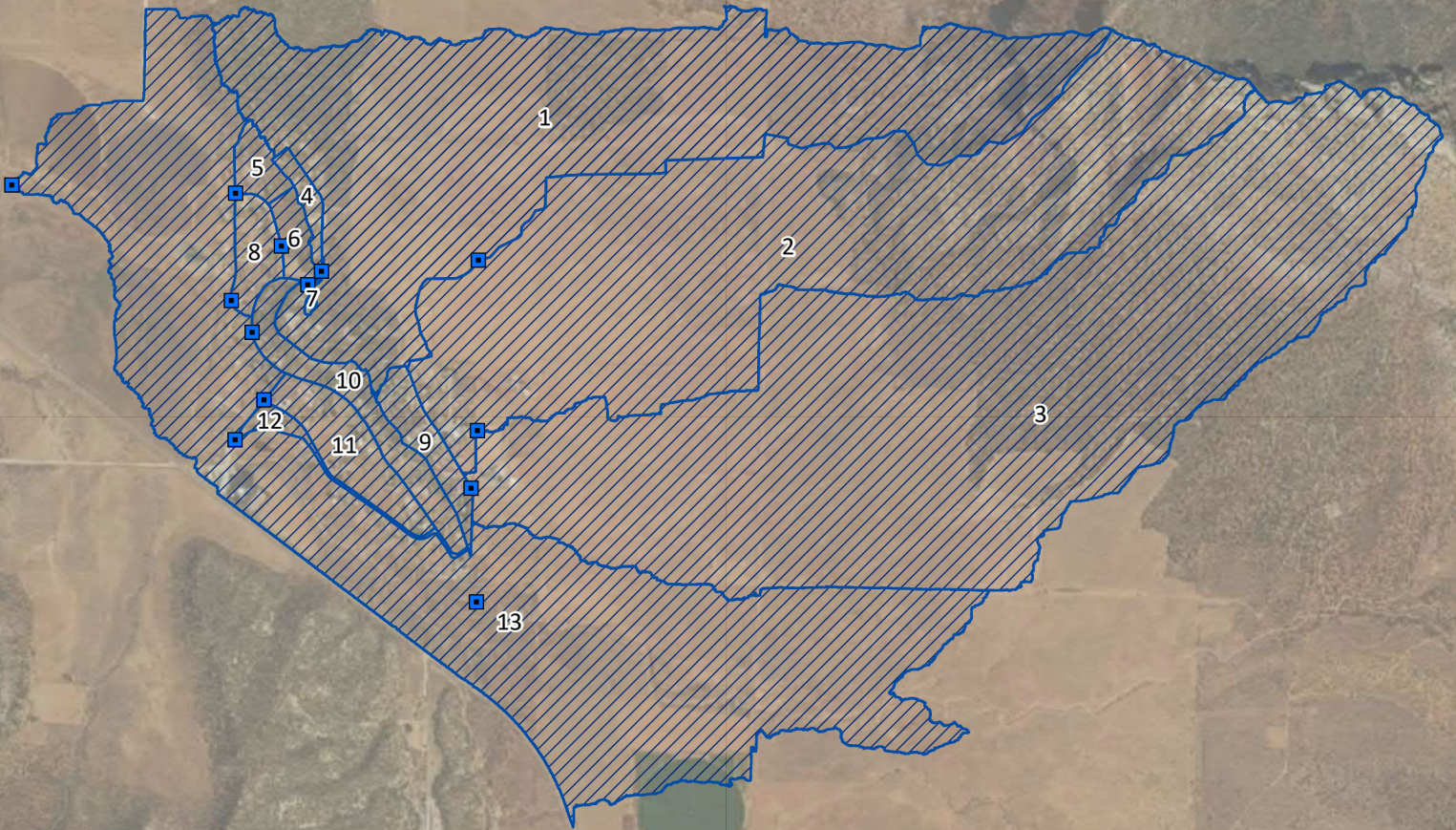
Figure II.C.1 EXISTING DRAINAGE BASINS



0 2,500 5,000



HORIZ: 1" = 2,200 Feet





Legend	
	Outlet Point
	Existing Drainage Basins

Figure II.B.1
SOILS MAP

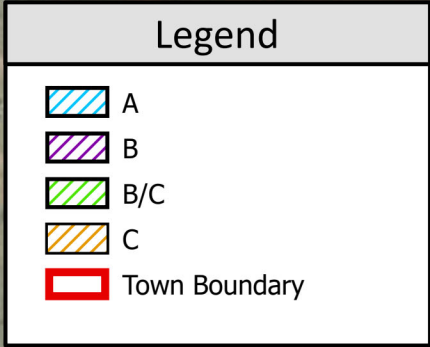
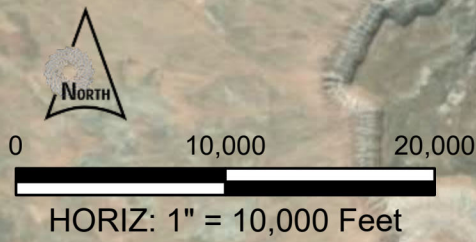
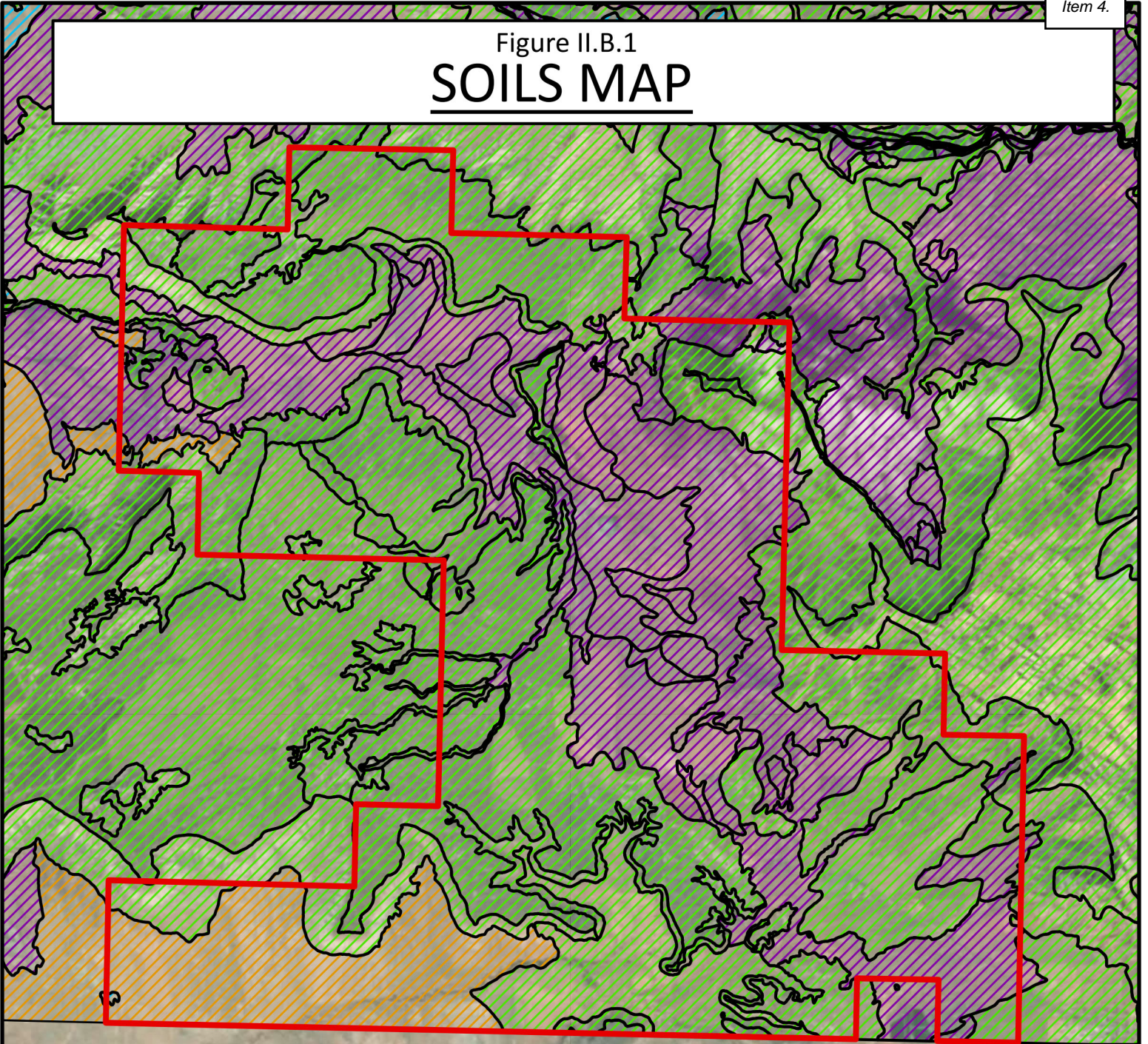
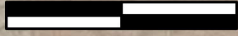


Figure II.E.1 Apple Valley Zoning Map



0 5,000 10,000



HORIZ: 1" = 8,500 Feet

Legend	
AG	RE-10
C-1	RE-2.5
C-2	RE-20
C-3	RE-40
CABIN/TH	RE-5
I-1	SF-1-10.0
OST/OSC	SF-1/2
PD	
RE-1	
	Town Boundary

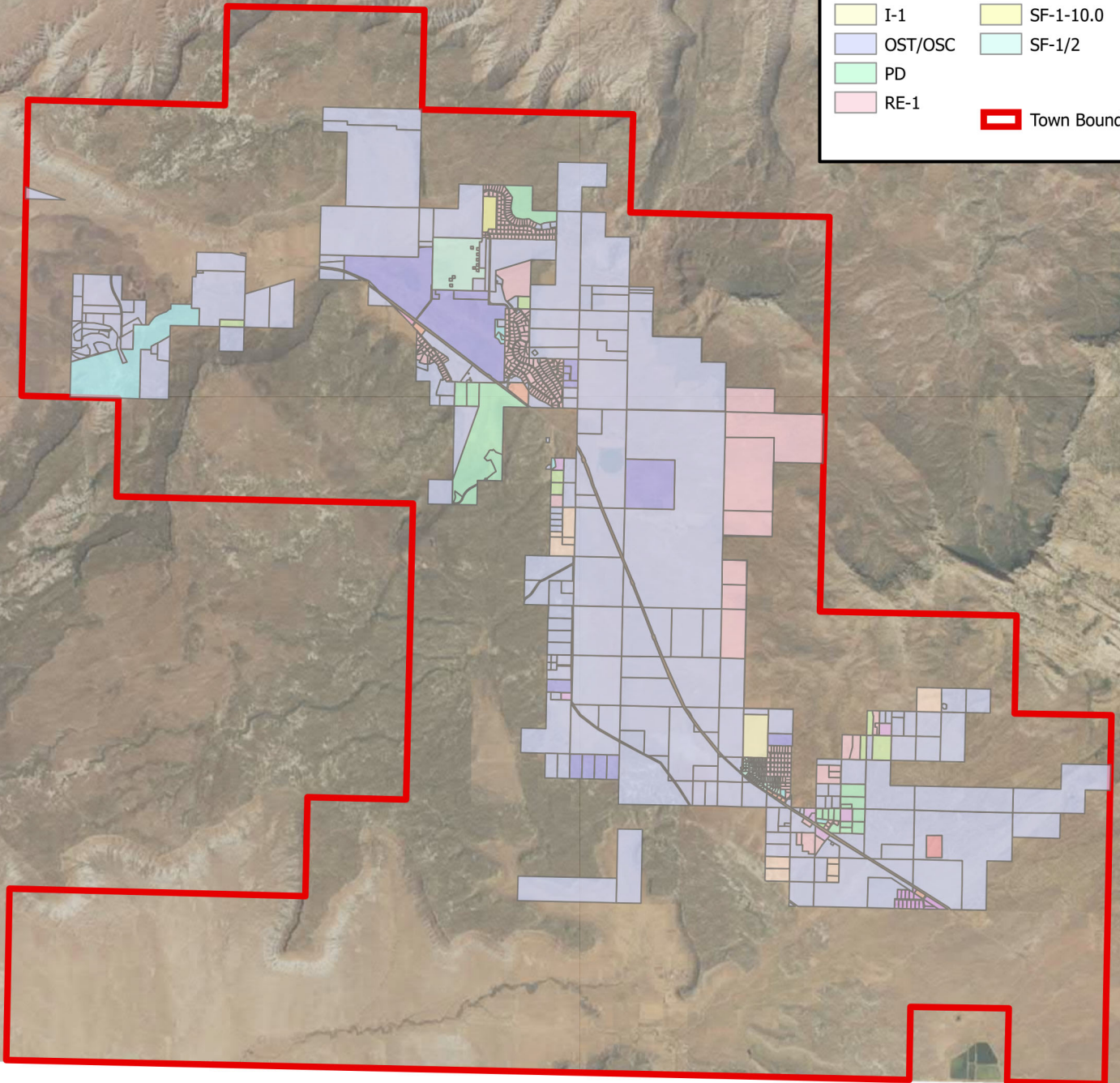
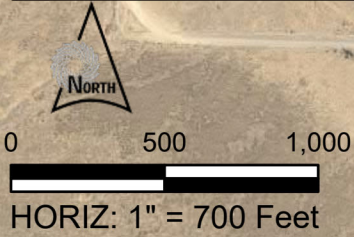


Figure IV.C.1

EXISTING STORM WATER IMPROVEMENTS



Legend	
	Curb and Gutter
	Borrow Ditch
	12" EXISTING STORM DRAIN
	15" EXISTING STORM DRAIN
	18" EXISTING STORM DRAIN
	24" EXISTING STORM DRAIN
	36" EXISTING STORM DRAIN
	48" EXISTING STORM DRAIN
	108" EXISTING STORM DRAIN

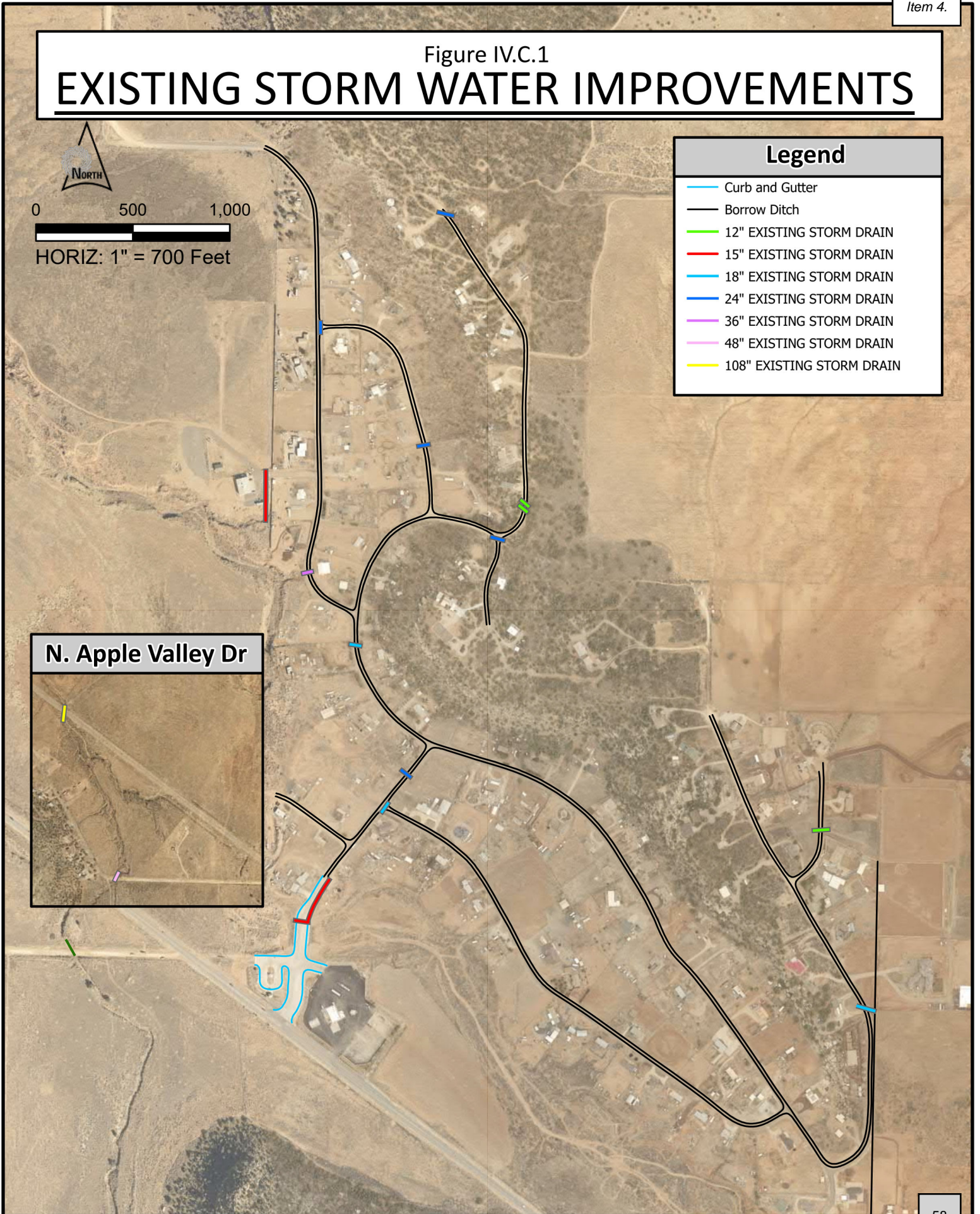
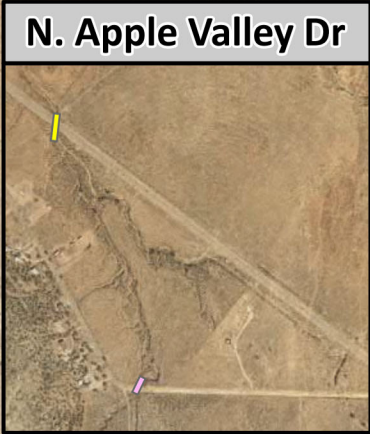


Figure IV.C.2

PROPOSED STORM WATER INFRASTRUCTURE



0 500 1,000
HORIZ: 1" = 700 Feet

Legend

- Curb and Gutter
- Borrow Ditch
- 84" PROPOSED STORM DRAIN
- 96" PROPOSED STORM DRAIN
- EXISTING STORM DRAIN

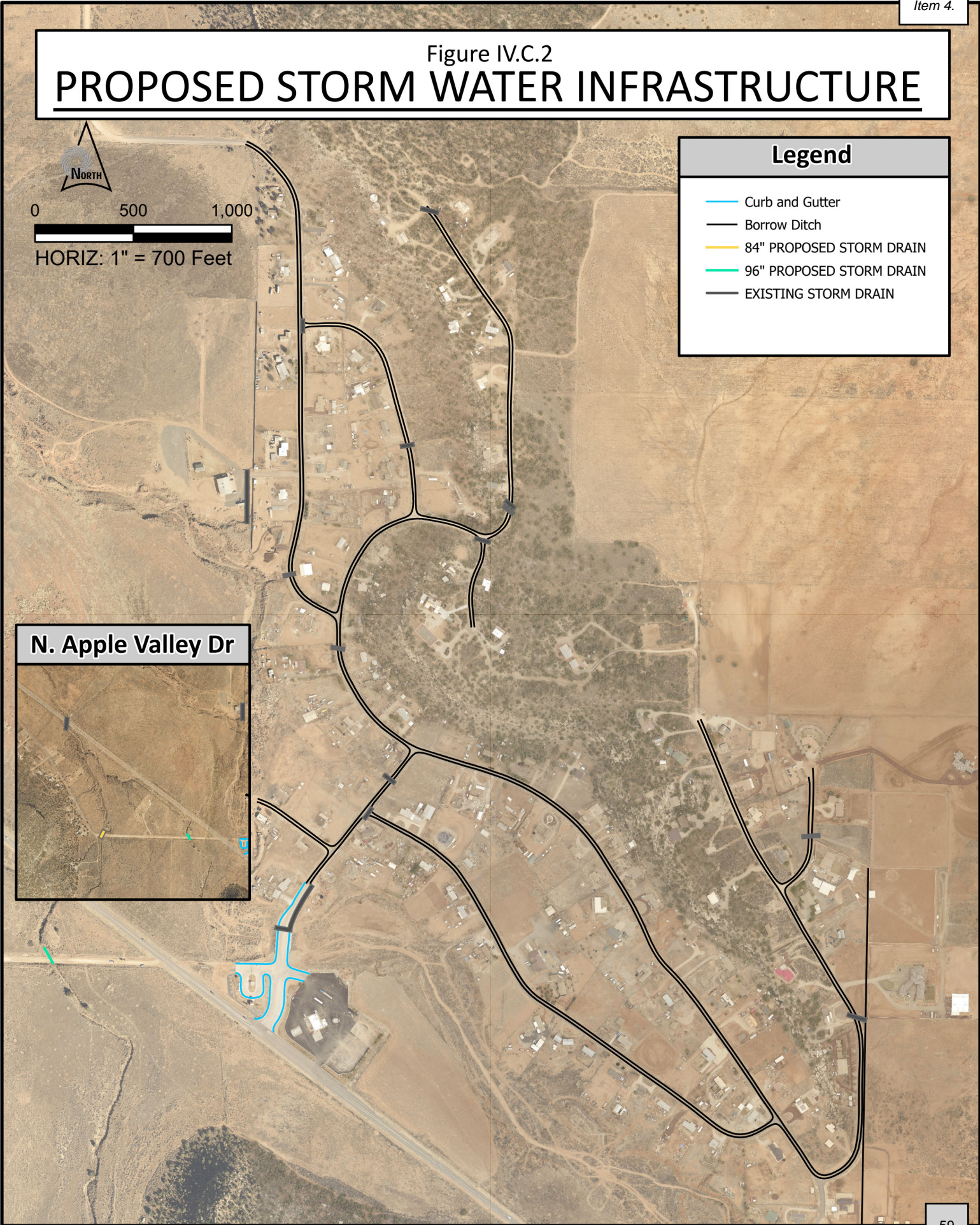
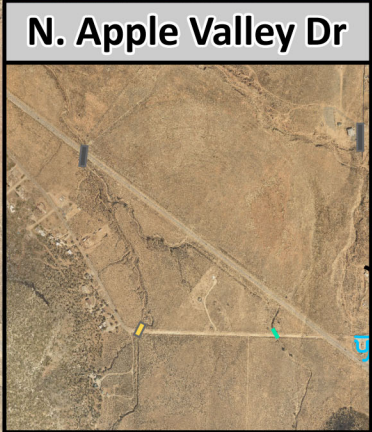


Figure IV.C.2

PROPOSED STORM WATER INFRASTRUCTURE



0 500 1,000
HORIZ: 1" = 700 Feet

Legend	
	18" STORM DRAIN
	24" STORM DRAIN
	30" STORM DRAIN
	DETENTION BASIN
	CHANNEL

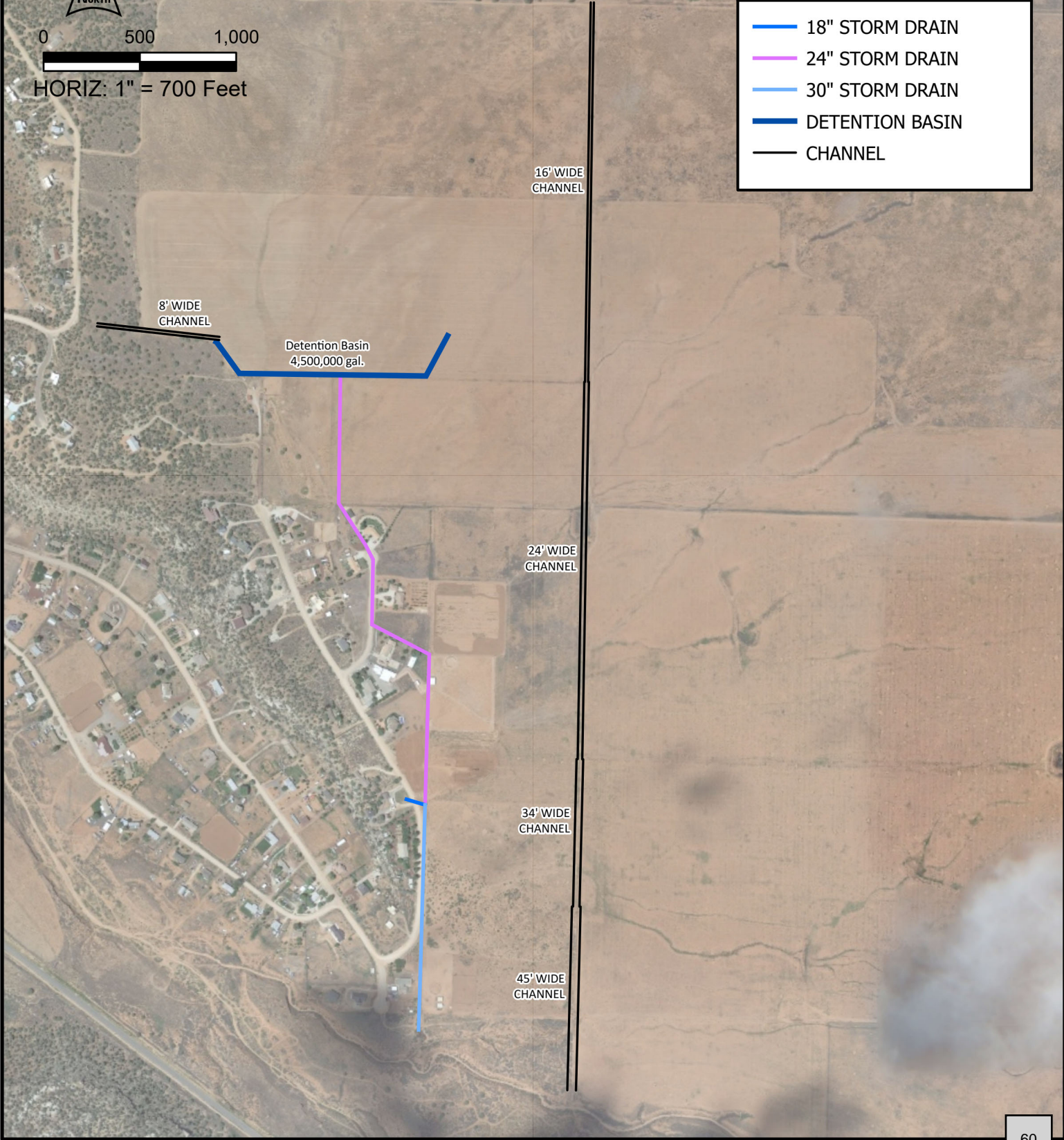
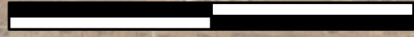


Figure IV.C.3

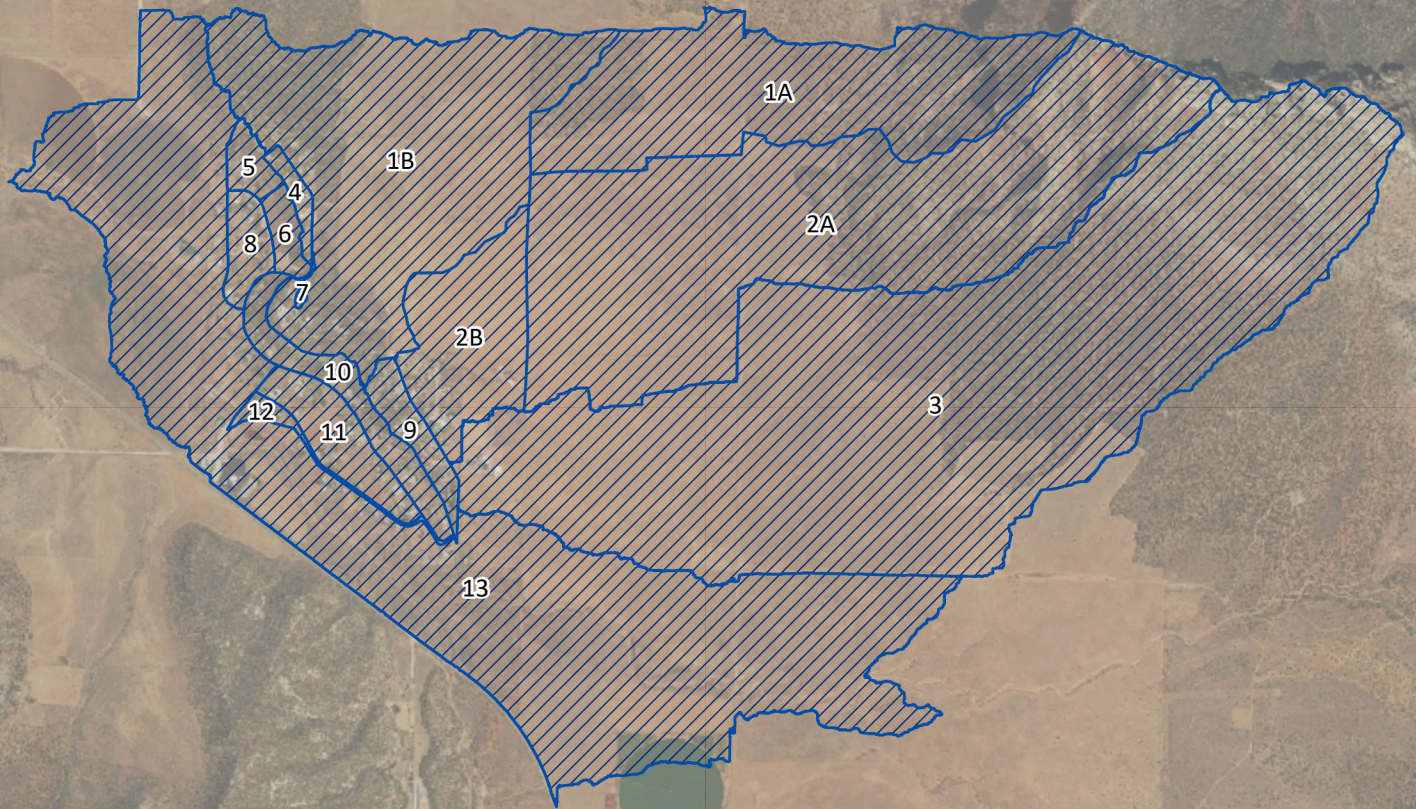
DRAINAGE BASINS AFTER IMPROVMENTS



0 2,500 5,000



HORIZ: 1" = 2,200 Feet



Legend


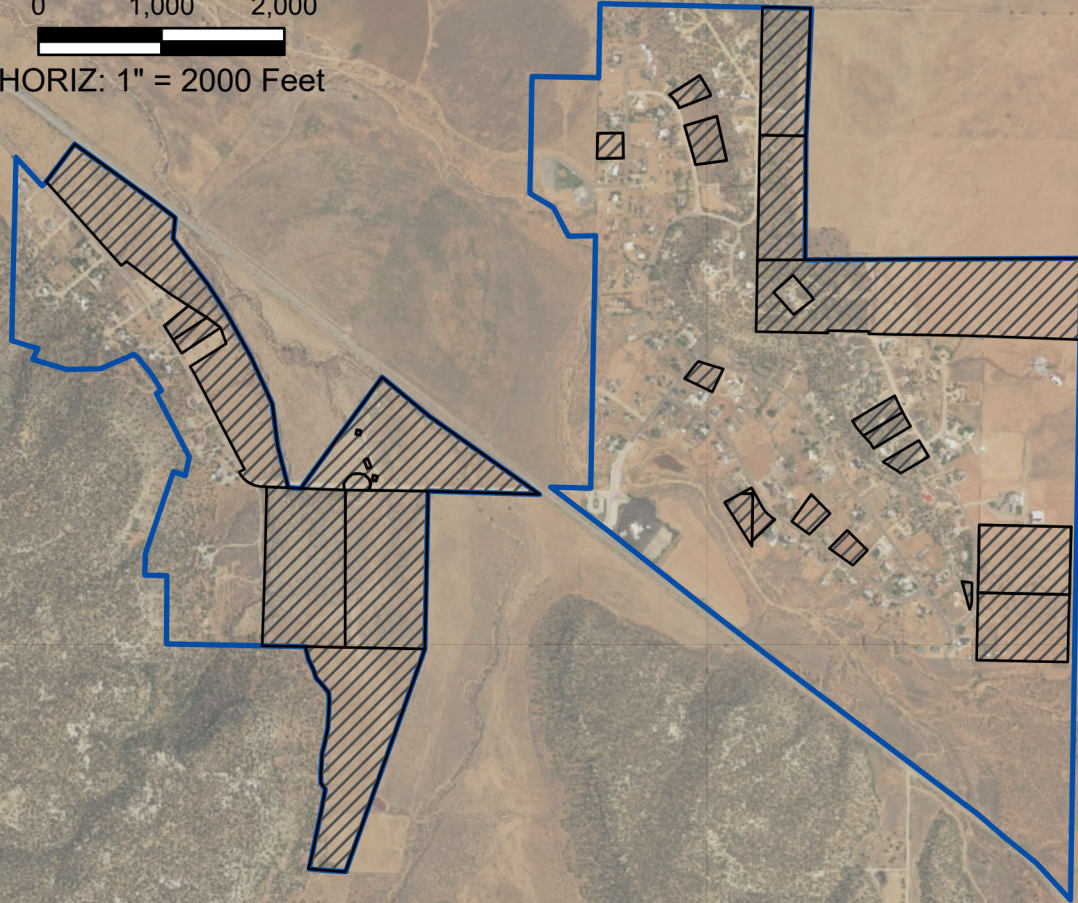
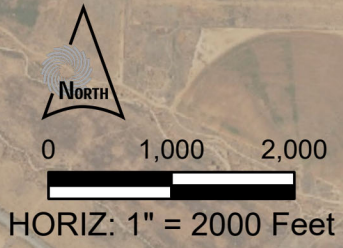


 Existing Drainage Basins

Figure V.B.1 AREA TO BE DEVELOPED



Legend	
	Area to be developed
	Apple Valley AOI

APPENDIX B – MASTER PLAN TABLES

Table III.B.1
NOAA Precipitation Data

Rainfall Depth-Duration-Frequency (DDF)						
Duration	Rainfall Depth, in inches					
	Storm Frequency, in years					
	2	5	10	25	50	100
5-min	0.19	0.26	0.32	0.42	0.50	0.59
10-min	0.29	0.40	0.49	0.63	0.76	0.90
15-min	0.36	0.49	0.61	0.79	0.94	1.12
30-min	0.48	0.66	0.82	1.06	1.27	1.51
1-hour	0.60	0.82	1.01	1.31	1.57	1.87
2-hour	0.71	0.94	1.14	1.45	1.72	2.03
3-hour	0.79	1.02	1.22	1.52	1.77	2.08
6-hour	0.99	1.25	1.47	1.80	2.06	2.35
12-hour	1.24	1.56	1.82	2.17	2.44	2.73
24-hour	1.48	1.85	2.15	2.56	2.89	3.22



NOAA Atlas 14, Volume 1, Version 5
Location name: Hurricane, Utah, USA*
Latitude: 37.1029°, Longitude: -113.1227°
Elevation: 4775.6 ft**
* source: ESRI Maps
** source: USGS



Item 4.

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

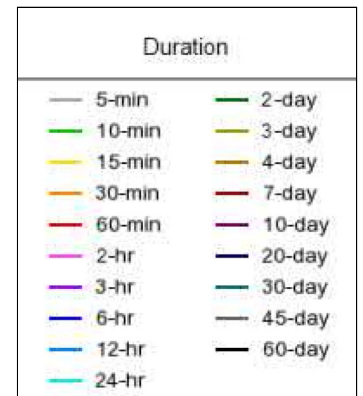
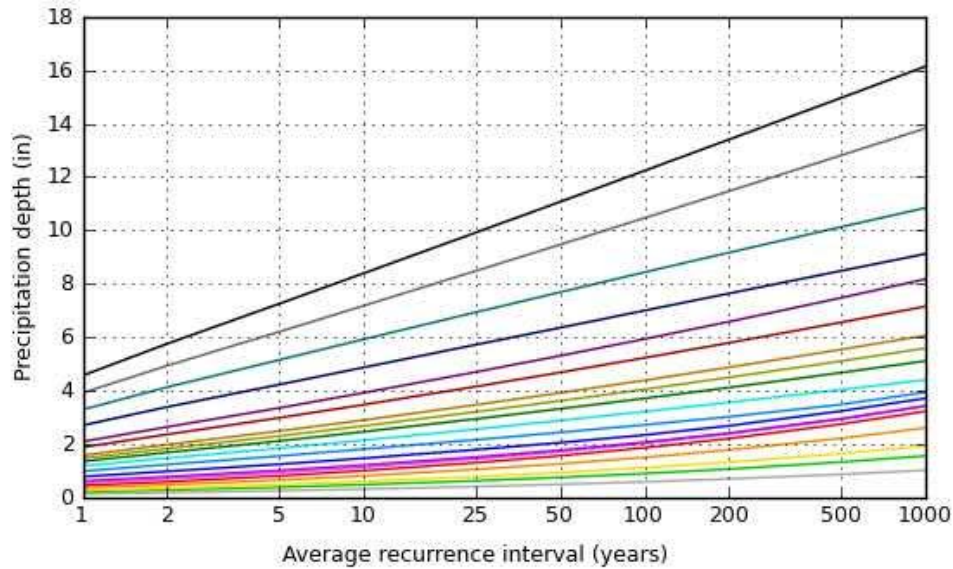
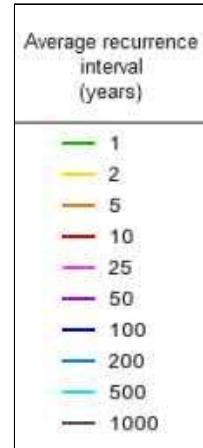
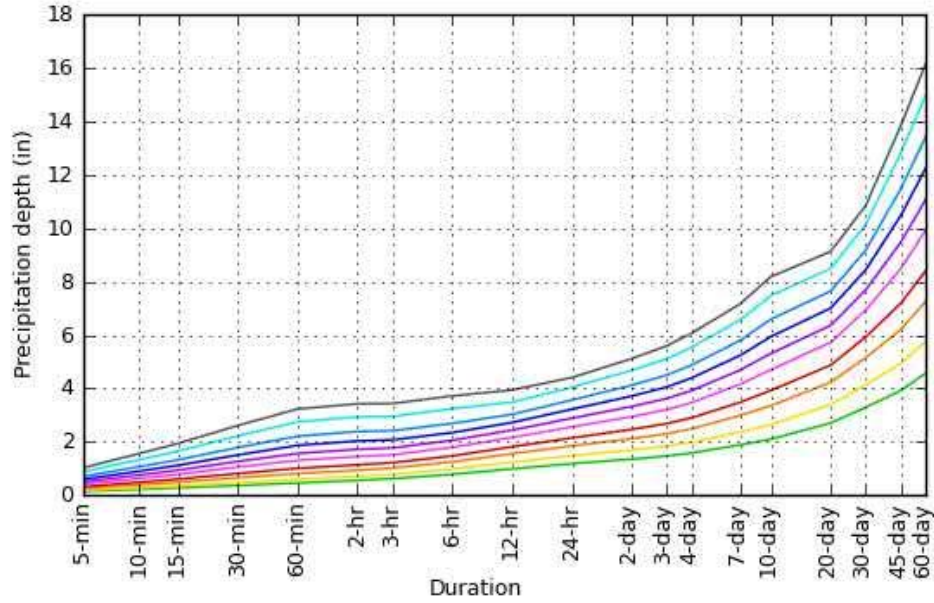
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.147 (0.126-0.173)	0.189 (0.162-0.224)	0.259 (0.221-0.308)	0.321 (0.271-0.380)	0.416 (0.345-0.493)	0.499 (0.407-0.590)	0.594 (0.474-0.708)	0.704 (0.547-0.845)	0.875 (0.653-1.07)	1.03 (0.742-1.27)
10-min	0.223 (0.192-0.263)	0.288 (0.247-0.342)	0.395 (0.336-0.468)	0.489 (0.412-0.579)	0.633 (0.526-0.750)	0.759 (0.620-0.899)	0.904 (0.722-1.08)	1.07 (0.832-1.29)	1.33 (0.994-1.62)	1.56 (1.13-1.93)
15-min	0.277 (0.237-0.326)	0.357 (0.306-0.423)	0.489 (0.417-0.580)	0.607 (0.511-0.718)	0.785 (0.652-0.930)	0.941 (0.769-1.11)	1.12 (0.895-1.34)	1.33 (1.03-1.59)	1.65 (1.23-2.01)	1.94 (1.40-2.40)
30-min	0.372 (0.320-0.440)	0.480 (0.412-0.570)	0.659 (0.562-0.781)	0.817 (0.689-0.967)	1.06 (0.877-1.25)	1.27 (1.03-1.50)	1.51 (1.21-1.80)	1.79 (1.39-2.15)	2.22 (1.66-2.71)	2.61 (1.89-3.23)
60-min	0.461 (0.396-0.544)	0.595 (0.510-0.706)	0.816 (0.696-0.967)	1.01 (0.852-1.20)	1.31 (1.09-1.55)	1.57 (1.28-1.86)	1.87 (1.49-2.23)	2.21 (1.72-2.66)	2.75 (2.05-3.36)	3.23 (2.33-3.99)
2-hr	0.559 (0.487-0.645)	0.707 (0.616-0.818)	0.937 (0.814-1.08)	1.14 (0.983-1.32)	1.45 (1.23-1.68)	1.72 (1.43-1.99)	2.03 (1.66-2.37)	2.39 (1.90-2.81)	2.94 (2.25-3.51)	3.43 (2.54-4.15)
3-hr	0.624 (0.552-0.711)	0.785 (0.694-0.899)	1.02 (0.899-1.17)	1.22 (1.07-1.39)	1.52 (1.31-1.74)	1.77 (1.51-2.04)	2.08 (1.74-2.40)	2.42 (1.98-2.82)	2.95 (2.34-3.54)	3.44 (2.66-4.19)
6-hr	0.787 (0.703-0.891)	0.985 (0.883-1.12)	1.25 (1.12-1.42)	1.47 (1.31-1.67)	1.80 (1.57-2.04)	2.06 (1.78-2.34)	2.35 (2.01-2.68)	2.69 (2.26-3.10)	3.24 (2.65-3.79)	3.72 (2.98-4.41)
12-hr	0.990 (0.888-1.11)	1.24 (1.11-1.39)	1.56 (1.39-1.75)	1.82 (1.62-2.04)	2.17 (1.91-2.43)	2.44 (2.13-2.75)	2.73 (2.36-3.09)	3.03 (2.59-3.45)	3.49 (2.92-4.02)	3.94 (3.26-4.60)
24-hr	1.19 (1.09-1.29)	1.48 (1.36-1.61)	1.85 (1.70-2.01)	2.15 (1.97-2.34)	2.56 (2.34-2.79)	2.89 (2.62-3.15)	3.22 (2.91-3.52)	3.57 (3.20-3.91)	4.04 (3.58-4.45)	4.41 (3.87-4.89)
2-day	1.36 (1.25-1.47)	1.69 (1.57-1.84)	2.12 (1.96-2.30)	2.47 (2.27-2.68)	2.95 (2.70-3.20)	3.33 (3.04-3.62)	3.72 (3.37-4.06)	4.12 (3.72-4.51)	4.68 (4.16-5.16)	5.12 (4.51-5.68)
3-day	1.47 (1.36-1.60)	1.84 (1.70-2.00)	2.31 (2.13-2.50)	2.69 (2.48-2.91)	3.21 (2.95-3.48)	3.62 (3.31-3.94)	4.05 (3.68-4.42)	4.50 (4.05-4.92)	5.11 (4.55-5.63)	5.59 (4.93-6.20)
4-day	1.59 (1.47-1.72)	1.99 (1.84-2.15)	2.49 (2.30-2.70)	2.90 (2.68-3.14)	3.47 (3.19-3.76)	3.92 (3.58-4.25)	4.39 (3.99-4.78)	4.88 (4.39-5.33)	5.54 (4.93-6.10)	6.07 (5.34-6.73)
7-day	1.89 (1.73-2.06)	2.37 (2.18-2.58)	2.99 (2.74-3.25)	3.48 (3.19-3.79)	4.16 (3.79-4.53)	4.68 (4.25-5.11)	5.23 (4.72-5.73)	5.79 (5.19-6.37)	6.56 (5.81-7.27)	7.16 (6.28-7.98)
10-day	2.10 (1.93-2.30)	2.65 (2.43-2.89)	3.36 (3.08-3.66)	3.92 (3.60-4.27)	4.70 (4.29-5.13)	5.31 (4.82-5.81)	5.94 (5.35-6.52)	6.59 (5.89-7.26)	7.48 (6.60-8.30)	8.18 (7.15-9.15)
20-day	2.71 (2.49-2.94)	3.40 (3.13-3.69)	4.23 (3.89-4.60)	4.87 (4.47-5.29)	5.72 (5.23-6.21)	6.36 (5.79-6.91)	7.00 (6.35-7.64)	7.64 (6.88-8.38)	8.49 (7.57-9.37)	9.13 (8.07-10.1)
30-day	3.30 (3.03-3.59)	4.14 (3.81-4.50)	5.15 (4.74-5.61)	5.93 (5.44-6.45)	6.94 (6.34-7.55)	7.69 (7.00-8.37)	8.44 (7.65-9.22)	9.18 (8.27-10.1)	10.1 (9.06-11.2)	10.8 (9.63-12.0)
45-day	3.92 (3.59-4.29)	4.94 (4.52-5.40)	6.21 (5.68-6.78)	7.18 (6.56-7.85)	8.48 (7.71-9.27)	9.47 (8.57-10.4)	10.5 (9.43-11.5)	11.5 (10.3-12.7)	12.8 (11.3-14.2)	13.8 (12.2-15.4)
60-day	4.57 (4.16-5.02)	5.76 (5.24-6.33)	7.25 (6.59-7.97)	8.40 (7.62-9.23)	9.91 (8.97-10.9)	11.1 (9.97-12.2)	12.2 (11.0-13.5)	13.4 (11.9-14.9)	15.0 (13.2-16.7)	16.1 (14.1-18.2)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

PDS-based depth-duration-frequency (DDF) curves
 Latitude: 37.1029°, Longitude: -113.1227°

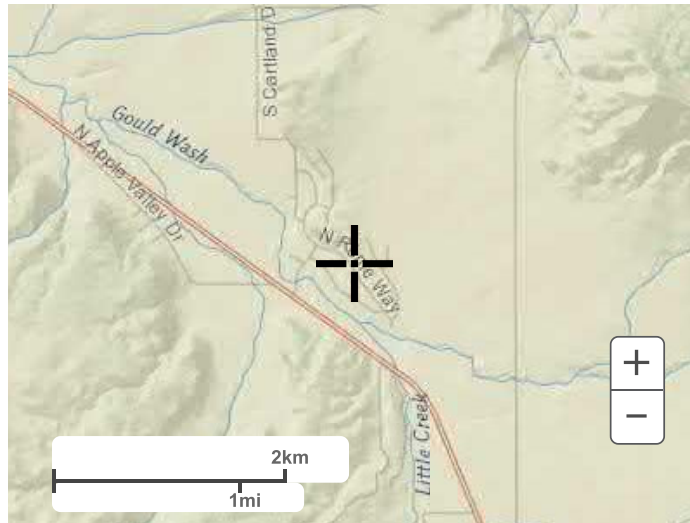


[Back to Top](#)

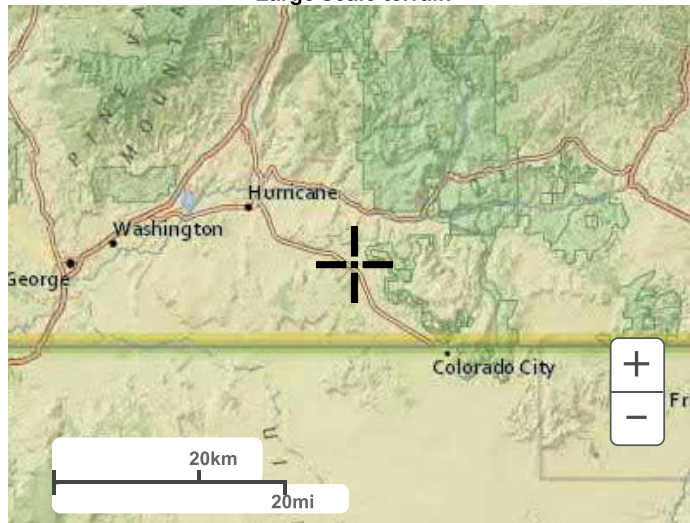
Maps & aeriels

Small scale terrain

Item 4.



Large scale terrain

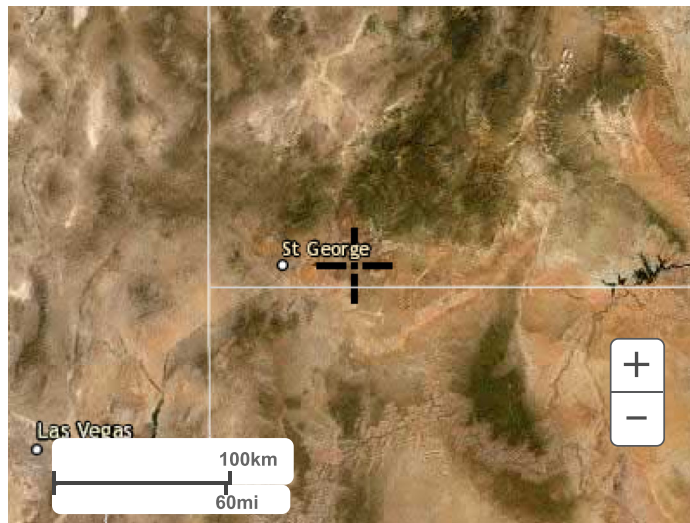


Large scale map



Large scale aerial

Item 4.



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

Table III.B.2
Rainfall Distribution

Time	Inches (incremental)	* Inches (cumulative)	Difference	Distributed	Cumulative	Percentage
0	0.0000	0.00	0.000	0.000	0.000	0.00
15	0.0405	0.61	0.607	0.020	0.020	1.64
30	0.0272	0.82	0.210	0.020	0.040	3.28
45	0.0203	0.91	0.097	0.033	0.073	5.94
60	0.0168	1.01	0.097	0.033	0.105	8.61
75	0.0139	1.04	0.033	0.097	0.202	16.52
90	0.0119	1.08	0.033	0.607	0.809	66.27
105	0.0105	1.11	0.033	0.210	1.019	83.48
120	0.0095	1.14	0.033	0.097	1.115	91.39
135	0.0086	1.16	0.020	0.033	1.148	94.06
150	0.0079	1.18	0.020	0.033	1.180	96.72
165	0.0073	1.20	0.020	0.020	1.200	98.36
180	0.0068	1.22	0.020	0.020	1.220	100.00

* Taken from the NOAA Atlas 14 data and interpolated for unknown points.

Actual data from Atlas 14
 Interpolated data from Atlas 14

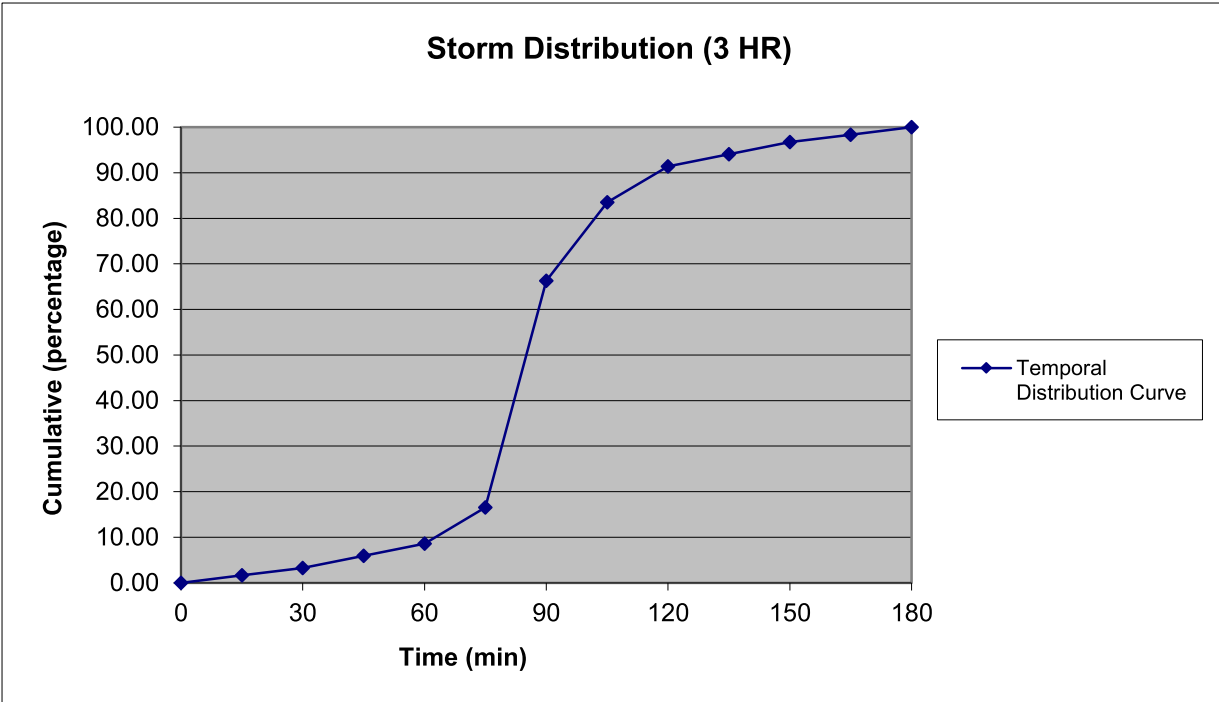


Table III.B.3
 Drainage Basin Parameters Analysis Results (1 of 2)

Basin Name	Basin Area (mi ²)	Basin Slopes (ft/ft)	CN	Lag Time (hr)	10-Year 3-Hour		100-Year 3-Hour	
					Peak Flow (cfs)	Total Flow (Ac-Ft)	Peak Flow (cfs)	Total Flow (Ac-Ft)
1	0.714	0.079	82.8	0.685	74.8	8.5	270.3	28.1
2	0.739	0.158	84.8	0.439	128.5	11.0	419.7	33.3
3	1.135	0.156	83.9	0.615	142.4	15.3	510.7	48.1
4	0.010	0.092	83.0	0.138	2.4	0.1	9.6	0.4
5	0.015	0.219	87.8	0.047	6.8	0.3	20.1	0.8
6	0.014	0.153	84.4	0.063	4.3	0.2	15.7	0.6
7	0.001	0.037	81.4	0.071	0.3	0.0	1.2	0.0
8	0.023	0.097	87.3	0.112	10.0	0.4	30.7	1.2
9	0.027	0.061	87.9	0.178	9.8	0.5	29.4	1.5
10	0.048	0.146	84.6	0.212	10.9	0.7	36.1	2.2
11	0.047	0.013	87.3	0.489	10.3	0.9	30.3	2.5
12	0.010	0.015	86.8	0.480	2.1	0.2	6.2	0.5

Table III.B.3
Drainage Basin Parameters Analysis Results (2 of 2)

Outlet	10-Year 3-Hour		100-Year 3-Hour	
	Peak Flow (cfs)	Total Flow (Ac-Ft)	Peak Flow (cfs)	Total Flow (Ac-Ft)
Junction 1	197.0	19.6	684.4	61.4
Junction 2	343.9	35.5	1216.2	111.0
Junction 3	324.0	35.6	1174.4	111.5
Junction 6	12.4	1.1	36.5	3.0
Junction 7	12.1	1.1	36.2	3
Junction 8	2.4	0.1	9.6	0.4
Junction 9	2.5	0.1	10.4	0.5
Junction 10	12.9	0.8	44.2	2.6
Junction 12	4.3	0.2	15.7	0.6
Junction 13	18.4	1	60.4	2.7
Junction 14	6.8	0.3	20.1	0.8

Table III.B.4 (1 of 2)
 Drainage Basin Parameters Analysis Results (After Improvements)

Basin Name	Basin Area (mi ²)	Basin Slopes (ft/ft)	CN	Lag Time (hr)	10-Year 3-Hour		100-Year 3-Hour	
					Peak Flow (cfs)	Total Flow (Ac-Ft)	Peak Flow (cfs)	Total Flow (Ac-Ft)
1a	0.304	0.137	82.8	0.389	42.2	3.6	166.9	12.0
1b	0.410	0.036	82.8	0.564	48.6	4.9	184.0	16.2
2a	0.624	0.184	84.8	0.390	112.8	9.3	394.5	28.1
2b	0.115	0.016	84.8	0.605	16.4	1.7	55.8	5.2
3	1.135	0.156	83.9	0.615	142.4	15.3	510.7	48.1
4	0.010	0.092	83.0	0.138	2.4	0.1	9.6	0.4
5	0.015	0.219	87.8	0.047	6.8	0.3	20.1	0.8
6	0.014	0.153	84.4	0.063	4.3	0.2	15.7	0.6
7	0.001	0.037	81.4	0.071	0.3	0.0	1.2	0.0
8	0.023	0.097	87.3	0.112	10.0	0.4	30.7	1.2
9	0.027	0.061	87.9	0.178	9.8	0.5	29.4	1.5
10	0.048	0.146	84.6	0.212	10.9	0.7	36.1	2.2
11	0.047	0.013	87.3	0.489	10.3	0.9	30.3	2.5
12	0.010	0.015	86.8	0.480	2.1	0.2	6.2	0.5

Table III.V.4 (2 of 2)
 Drainage Basin Parameters Analysis Results (After Improvements)

Outlet	10-Year 3-Hour		100-Year 3-Hour	
	Peak Flow (cfs)	Total Flow (Ac-Ft)	Peak Flow (cfs)	Total Flow (Ac-Ft)
Junction 1	42.2	3.6	166.9	12.0
Junction 2	151.4	13.0	537.5	40.2
Junction 3	150.6	13.0	510.1	40.3
Junction 4	291.7	28.9	1027.3	90.1
Junction 5	272.7	29.0	993.9	90.5
Junction 6	12.4	1.1	36.5	3.0
Junction 7	12.1	1.1	36.2	3
Junction 8	2.4	0.1	9.6	0.4
Junction 9	2.5	0.1	10.4	0.5
Junction 10	12.9	0.8	44.2	2.6
Junction 12	4.3	0.2	15.7	0.6
Junction 13	18.4	1	60.4	2.7
Junction 14	6.8	0.3	20.1	0.8

APPENDIX C – HYDROLOGIC EVALUATION RESOURCES

Table IV.B.1
Conveyance Capacity of Roadway Swales

Slope (%)	One Swale		Two Swales	
	Q (cfs)	Q (gpm)	Q (cfs)	Q (gpm)
0.25	9.44	4,235	18.87	8,469
0.5	13.34	5,989	26.69	11,977
1	18.87	8,469	37.74	16,939
2	26.69	11,977	53.38	23,955
3	32.69	14,669	65.37	29,339
4	37.74	16,939	75.48	33,877
5	42.20	18,938	84.39	37,876
6	46.22	20,746	92.45	41,491
7	49.93	22,408	99.86	44,815
8	53.38	23,955	106.75	47,910
9	56.61	25,408	113.23	50,816
10	59.68	26,782	119.35	53,565

Table IV.B.2 (1 of 2)
 Conveyance Capacity of Pipe Storm Drain Systems

Item 4.

CMP			Slope = 0.0025	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	0.36	161	1.03
10	0.022	0.65	291	1.19
12	0.022	1.06	474	1.34
15	0.022	1.91	859	1.56
18	0.022	3.11	1,397	1.76
21	0.022	4.69	2,107	1.95
24	0.022	6.70	3,008	2.13
30	0.022	12.15	5,454	2.48
36	0.022	19.76	8,868	2.80
42	0.022	29.81	13,377	3.10
48	0.022	42.55	19,098	3.39
60	0.022	77.16	34,628	3.93

RCP			Slope = 0.0025	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	0.61	272	1.74
10	0.013	1.10	493	2.01
12	0.013	1.79	802	2.27
15	0.013	3.24	1,453	2.64
18	0.013	5.27	2,364	2.98
21	0.013	7.94	3,565	3.30
24	0.013	11.34	5,090	3.61
30	0.013	20.56	9,229	4.19
36	0.013	33.44	15,007	4.73
42	0.013	50.44	22,638	5.24
48	0.013	72.01	32,320	5.73
60	0.013	130.57	58,601	6.65

HDPE			Slope = 0.0025	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	0.88	393	2.51
10	0.009	1.59	712	2.91
12	0.009	2.58	1,158	3.29
15	0.009	4.68	2,099	3.81
18	0.009	7.61	3,414	4.30
21	0.009	11.47	5,150	4.77
24	0.009	16.38	7,352	5.21
30	0.009	29.70	13,331	6.05
36	0.009	48.30	21,677	6.83
42	0.009	72.86	32,699	7.57
48	0.009	104.02	46,685	8.28
60	0.009	188.60	84,645	9.61

CMP			Slope = 0.0050	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	0.51	227	1.45
10	0.022	0.92	412	1.68
12	0.022	1.49	670	1.90
15	0.022	2.71	1,215	2.21
18	0.022	4.40	1,975	2.49
21	0.022	6.64	2,979	2.76
24	0.022	9.48	4,254	3.02
30	0.022	17.18	7,712	3.50
36	0.022	27.94	12,541	3.95
42	0.022	42.15	18,918	4.38
48	0.022	60.18	27,009	4.79
60	0.022	109.12	48,971	5.56

RCP			Slope = 0.0050	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	0.86	385	2.45
10	0.013	1.55	697	2.85
12	0.013	2.53	1,134	3.22
15	0.013	4.58	2,056	3.73
18	0.013	7.45	3,343	4.21
21	0.013	11.23	5,042	4.67
24	0.013	16.04	7,199	5.11
30	0.013	29.08	13,052	5.92
36	0.013	47.29	21,224	6.69
42	0.013	71.33	32,014	7.41
48	0.013	101.84	45,708	8.10
60	0.013	184.66	82,874	9.40

HDPE			Slope = 0.0050	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	1.24	555	3.55
10	0.009	2.24	1,007	4.11
12	0.009	3.65	1,638	4.65
15	0.009	6.62	2,969	5.39
18	0.009	10.76	4,828	6.09
21	0.009	16.23	7,283	6.75
24	0.009	23.17	10,398	7.37
30	0.009	42.01	18,853	8.56
36	0.009	68.31	30,656	9.66
42	0.009	103.04	46,243	10.71
48	0.009	147.11	66,022	11.71
60	0.009	266.73	119,707	13.58

CMP			Slope = 0.0100	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	0.72	321	2.05
10	0.022	1.30	583	2.38
12	0.022	2.11	947	2.69
15	0.022	3.83	1,718	3.12
18	0.022	6.22	2,793	3.52
21	0.022	9.39	4,213	3.90
24	0.022	13.40	6,016	4.27
30	0.022	24.30	10,907	4.95
36	0.022	39.52	17,736	5.59
42	0.022	59.61	26,574	6.20
48	0.022	85.11	38,197	6.77
60	0.022	154.31	69,255	7.86

RCP			Slope = 0.0100	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	1.21	544	3.47
10	0.013	2.20	986	4.03
12	0.013	3.57	1,603	4.55
15	0.013	6.48	2,907	5.28
18	0.013	10.53	4,727	5.96
21	0.013	15.89	7,130	6.61
24	0.013	22.68	10,180	7.22
30	0.013	41.13	18,458	8.38
36	0.013	66.88	30,015	9.46
42	0.013	100.88	45,275	10.49
48	0.013	144.03	64,641	11.46
60	0.013	261.14	117,201	13.30

HDPE			Slope = 0.0100	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	1.75	785	5.01
10	0.009	3.17	1,424	5.82
12	0.009	5.16	2,316	6.57
15	0.009	9.36	4,199	7.62
18	0.009	15.21	6,828	8.61
21	0.009	22.95	10,299	9.54
24	0.009	32.76	14,705	10.43
30	0.009	59.41	26,662	12.10
36	0.009	96.60	43,355	13.67
42	0.009	145.72	65,398	15.15
48	0.009	208.04	93,370	16.56
60	0.009	377.21	169,291	19.21

CMP			Slope = 0.0150	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	0.88	394	2.51
10	0.022	1.59	714	2.92
12	0.022	2.59	1,160	3.29
15	0.022	4.69	2,104	3.82
18	0.022	7.62	3,421	4.31
21	0.022	11.50	5,160	4.78
24	0.022	16.42	7,368	5.23
30	0.022	29.76	13,358	6.06
36	0.022	48.40	21,722	6.85
42	0.022	73.01	32,766	7.59
48	0.022	104.24	46,781	8.29
60	0.022	188.99	84,820	9.63

RCP			Slope = 0.0150	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	1.48	666	4.25
10	0.013	2.69	1,208	4.93
12	0.013	4.38	1,964	5.57
15	0.013	7.93	3,560	6.46
18	0.013	12.90	5,789	7.30
21	0.013	19.46	8,733	8.09
24	0.013	27.78	12,468	8.84
30	0.013	50.37	22,606	10.26
36	0.013	81.91	36,760	11.59
42	0.013	123.55	55,451	12.84
48	0.013	176.40	79,168	14.04
60	0.013	319.83	143,542	16.29

HDPE			Slope = 0.0150	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	2.14	962	6.14
10	0.009	3.89	1,744	7.13
12	0.009	6.32	2,836	8.05
15	0.009	11.46	5,143	9.34
18	0.009	18.63	8,362	10.54
21	0.009	28.11	12,614	11.69
24	0.009	40.13	18,010	12.77
30	0.009	72.76	32,654	14.82
36	0.009	118.31	53,098	16.74
42	0.009	178.47	80,095	18.55
48	0.009	254.80	114,354	20.28
60	0.009	461.98	207,338	23.53

CMP			Slope = 0.0200	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	1.01	454	2.90
10	0.022	1.84	824	3.37
12	0.022	2.99	1,340	3.80
15	0.022	5.41	2,429	4.41
18	0.022	8.80	3,950	4.98
21	0.022	13.28	5,959	5.52
24	0.022	18.96	8,507	6.03
30	0.022	34.37	15,425	7.00
36	0.022	55.89	25,083	7.91
42	0.022	84.30	37,835	8.76
48	0.022	120.36	54,018	9.58
60	0.022	218.23	97,942	11.11

RCP			Slope = 0.0200	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	1.71	769	4.91
10	0.013	3.11	1,394	5.70
12	0.013	5.05	2,267	6.43
15	0.013	9.16	4,111	7.46
18	0.013	14.90	6,685	8.43
21	0.013	22.47	10,084	9.34
24	0.013	32.08	14,397	10.21
30	0.013	58.16	26,104	11.85
36	0.013	94.58	42,447	13.38
42	0.013	142.67	64,029	14.83
48	0.013	203.69	91,416	16.21
60	0.013	369.31	165,748	18.81

HDPE			Slope = 0.0200	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	2.48	1,111	7.09
10	0.009	4.49	2,014	8.23
12	0.009	7.30	3,275	9.29
15	0.009	13.23	5,938	10.78
18	0.009	21.52	9,656	12.18
21	0.009	32.45	14,566	13.49
24	0.009	46.34	20,796	14.75
30	0.009	84.01	37,705	17.12
36	0.009	136.62	61,313	19.33
42	0.009	206.07	92,486	21.42
48	0.009	294.22	132,045	23.41
60	0.009	533.45	239,413	27.17

Table IV.B.2 (2 of 2)
Conveyance Capacity of Pipe Storm Drain Systems

Item 4.

CMP			Slope = 0.0500	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	1.60	719	4.59
10	0.022	2.90	1,303	5.32
12	0.022	4.72	2,118	6.01
15	0.022	8.56	3,841	6.97
18	0.022	13.92	6,246	7.88
21	0.022	20.99	9,421	8.73
24	0.022	29.97	13,451	9.54
30	0.022	54.34	24,389	11.07
36	0.022	88.37	39,659	12.50
42	0.022	133.29	59,823	13.85
48	0.022	190.31	85,411	15.14
60	0.022	345.05	154,860	17.57

RCP			Slope = 0.0500	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	2.71	1,216	7.76
10	0.013	4.91	2,205	9.01
12	0.013	7.99	3,585	10.17
15	0.013	14.48	6,500	11.80
18	0.013	23.55	10,570	13.33
21	0.013	35.53	15,944	14.77
24	0.013	50.72	22,764	16.15
30	0.013	91.96	41,273	18.73
36	0.013	149.54	67,115	21.16
42	0.013	225.58	101,238	23.45
48	0.013	322.06	144,541	25.63
60	0.013	583.93	262,070	29.74

HDPE			Slope = 0.0500	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	3.91	1,756	11.21
10	0.009	7.10	3,185	13.01
12	0.009	11.54	5,178	14.69
15	0.009	20.92	9,389	17.05
18	0.009	34.02	15,268	19.25
21	0.009	51.32	23,030	21.33
24	0.009	73.26	32,881	23.32
30	0.009	132.84	59,617	27.06
36	0.009	216.01	96,944	30.56
42	0.009	325.83	146,233	33.87
48	0.009	465.20	208,781	37.02
60	0.009	843.46	378,546	42.96

CMP			Slope = 0.0750	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	1.96	880	5.62
10	0.022	3.56	1,596	6.52
12	0.022	5.78	2,595	7.36
15	0.022	10.48	4,704	8.54
18	0.022	17.04	7,650	9.65
21	0.022	25.71	11,539	10.69
24	0.022	36.71	16,474	11.68
30	0.022	66.56	29,870	13.56
36	0.022	108.23	48,572	15.31
42	0.022	163.25	73,268	16.97
48	0.022	233.08	104,606	18.55
60	0.022	422.60	189,663	21.52

RCP			Slope = 0.0750	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	3.32	1,489	9.51
10	0.013	6.02	2,700	11.03
12	0.013	9.78	4,391	12.46
15	0.013	17.74	7,961	14.45
18	0.013	28.84	12,946	16.32
21	0.013	43.51	19,527	18.09
24	0.013	62.12	27,880	19.77
30	0.013	112.63	50,549	22.95
36	0.013	183.15	82,199	25.91
42	0.013	276.27	123,991	28.72
48	0.013	394.44	177,026	31.39
60	0.013	715.17	320,969	36.42

HDPE			Slope = 0.0750	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	4.79	2,151	13.73
10	0.009	8.69	3,900	15.93
12	0.009	14.13	6,342	17.99
15	0.009	25.62	11,499	20.88
18	0.009	41.66	18,699	23.58
21	0.009	62.85	28,206	26.13
24	0.009	89.73	40,271	28.56
30	0.009	162.69	73,016	33.14
36	0.009	264.55	118,732	37.43
42	0.009	399.06	179,098	41.48
48	0.009	569.75	255,704	45.34
60	0.009	1033.03	463,622	52.61

CMP			Slope = 0.1000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	2.26	1,016	6.49
10	0.022	4.11	1,842	7.53
12	0.022	6.68	2,996	8.50
15	0.022	12.10	5,432	9.86
18	0.022	19.68	8,833	11.14
21	0.022	29.69	13,324	12.34
24	0.022	42.39	19,023	13.49
30	0.022	76.85	34,491	15.66
36	0.022	124.97	56,086	17.68
42	0.022	189.51	84,602	19.59
48	0.022	269.14	120,789	21.42
60	0.022	487.98	219,004	24.85

RCP			Slope = 0.1000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	3.83	1,720	10.98
10	0.013	6.95	3,118	12.74
12	0.013	11.30	5,070	14.38
15	0.013	20.48	9,193	16.69
18	0.013	33.31	14,948	18.85
21	0.013	50.24	22,548	20.89
24	0.013	71.73	32,193	22.83
30	0.013	130.06	58,369	26.49
36	0.013	211.49	94,915	29.92
42	0.013	319.01	143,173	33.16
48	0.013	455.46	204,412	36.24
60	0.013	825.81	370,623	42.06

HDPE			Slope = 0.1000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	5.53	2,484	15.86
10	0.009	10.03	4,504	18.40
12	0.009	16.32	7,323	20.78
15	0.009	29.59	13,278	24.11
18	0.009	48.11	21,592	27.22
21	0.009	72.57	32,570	30.17
24	0.009	103.61	46,501	32.98
30	0.009	187.86	84,311	38.27
36	0.009	305.48	137,100	43.22
42	0.009	460.80	206,805	47.89
48	0.009	657.89	295,261	52.35
60	0.009	1192.83	535,344	60.75

CMP			Slope = 0.1500	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	2.77	1,245	7.94
10	0.022	5.03	2,256	9.22
12	0.022	8.18	3,669	10.41
15	0.022	14.82	6,653	12.08
18	0.022	24.10	10,818	13.64
21	0.022	36.36	16,318	15.12
24	0.022	51.91	23,298	16.52
30	0.022	94.12	42,243	19.17
36	0.022	153.06	68,691	21.65
42	0.022	230.87	103,616	24.00
48	0.022	329.62	147,935	26.23
60	0.022	597.65	268,225	30.44

RCP			Slope = 0.1500	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	4.69	2,106	13.44
10	0.013	8.51	3,819	15.60
12	0.013	13.84	6,210	17.62
15	0.013	25.09	11,259	20.44
18	0.013	40.79	18,308	23.08
21	0.013	61.53	27,616	25.58
24	0.013	87.85	39,428	27.96
30	0.013	159.29	71,488	32.45
36	0.013	259.02	116,247	36.64
42	0.013	390.71	175,350	40.61
48	0.013	557.83	250,352	44.39
60	0.013	1011.41	453,919	51.51

HDPE			Slope = 0.1500	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	6.78	3,042	19.42
10	0.009	12.29	5,516	22.53
12	0.009	19.99	8,969	25.45
15	0.009	36.24	16,262	29.53
18	0.009	58.92	26,445	33.34
21	0.009	88.88	39,890	36.95
24	0.009	126.90	56,952	40.39
30	0.009	230.08	103,260	46.87
36	0.009	374.14	167,912	52.93
42	0.009	564.36	253,284	58.66
48	0.009	805.75	361,620	64.12
60	0.009	1460.92	655,660	74.40

CMP			Slope = 0.2000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	3.20	1,437	9.17
10	0.022	5.81	2,606	10.64
12	0.022	9.44	4,237	12.02
15	0.022	17.12	7,682	13.95
18	0.022	27.83	12,492	15.75
21	0.022	41.99	18,843	17.46
24	0.022	59.94	26,903	19.08
30	0.022	108.68	48,778	22.14
36	0.022	176.73	79,318	25.00
42	0.022	266.59	119,645	27.71
48	0.022	380.62	170,821	30.29
60	0.022	690.10	309,719	35.15

RCP			Slope = 0.2000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.013	5.42	2,432	15.52
10	0.013	9.82	4,409	18.01
12	0.013	15.98	7,170	20.34
15	0.013	28.97	13,000	23.60
18	0.013	47.10	21,140	26.66
21	0.013	71.05	31,888	29.54
24	0.013	101.44	45,528	32.29
30	0.013	183.93	82,547	37.47
36	0.013	299.09	134,230	42.31
42	0.013	451.15	202,477	46.89
48	0.013	644.12	289,082	51.26
60	0.013	1167.87	524,140	59.48

HDPE			Slope = 0.2000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.009	7.83	3,513	22.42
10	0.009	14.19	6,369	26.02
12	0.009	23.08	10,357	29.38
15	0.009	41.84	18,778	34.10
18	0.009	68.04	30,535	38.50
21	0.009	102.63	46,061	42.67
24	0.009	146.53	65,762	46.64
30	0.009	265.67	119,234	54.12
36	0.009	432.01	193,888	61.12
42	0.009	651.66	292,467	67.73
48	0.009	930.40	417,562	74.04
60	0.009	1686.92	757,091	85.91

APPENDIX D – HYDROLOGIC MODEL OUTPUT

10-Year 3-Hour Storm (Existing)

Global Summary Results for Run "10 Year 3 Hour Storm"

Project: Improvements Simulation Run: 10 Year 3 Hour Storm

Start of Run: 01Jan2000, 00:00 Basin Model: Basin 1
 End of Run: 01Jan2000, 23:15 Meteorologic Model: Met 1
 Compute Time: 04Apr2020, 17:42:17 Control Specifications: Control 1

Show Elements: All Elements Volume Units: IN AC-FT Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Junction-1	1.45160	197.0	01Jan2000, 02:15	0.25
Reach-1	1.45160	197.7	01Jan2000, 02:15	0.25
2	0.73810	128.5	01Jan2000, 02:15	0.28
3	1.13470	142.4	01Jan2000, 02:15	0.25
1	0.71350	74.8	01Jan2000, 02:30	0.22
9	0.02660	9.8	01Jan2000, 01:45	0.39
Junction-2	2.61290	343.9	01Jan2000, 02:15	0.25
Reach-2	2.61290	324.0	01Jan2000, 02:15	0.26
Junction-3	2.61290	324.0	01Jan2000, 02:15	0.26
13 Outlet	0.89610	164.3	01Jan2000, 02:15	0.31
Reach-6	0.01148	2.1	01Jan2000, 01:45	0.23
4	0.01010	2.4	01Jan2000, 01:45	0.23
Reach-3	0.00000	2.1	01Jan2000, 01:45	n/a
Junction-8	0.01010	2.4	01Jan2000, 01:45	0.23
Reach-5	0.01010	2.3	01Jan2000, 01:45	0.23
7	0.00138	0.3	01Jan2000, 01:45	0.19
Junction-9	0.01148	2.5	01Jan2000, 01:45	0.23
10	0.04840	10.9	01Jan2000, 02:00	0.27
Junction-10	0.05988	14.9	01Jan2000, 02:00	0.31
11	0.04710	10.3	01Jan2000, 02:15	0.36
12	0.00980	2.1	01Jan2000, 02:15	0.35
Junction-6	0.05690	12.4	01Jan2000, 02:15	0.36
Reach-4	0.05690	12.1	01Jan2000, 02:15	0.36
Junction-7	0.05690	12.1	01Jan2000, 02:15	0.36
8	0.02340	10.0	01Jan2000, 01:45	0.36
5	0.01480	6.8	01Jan2000, 01:45	0.38
Junction-14	0.01480	6.8	01Jan2000, 01:45	0.38
Reach-9	0.01480	5.2	01Jan2000, 01:45	0.39
6	0.01440	4.3	01Jan2000, 01:45	0.27
Junction-12	0.01440	4.3	01Jan2000, 01:45	0.27
Reach-8	0.01440	3.2	01Jan2000, 01:45	0.27
Junction-13	0.05260	18.4	01Jan2000, 01:45	0.34

100-Year 3-Hour Storm (Existing)

Global Summary Results for Run "100 Year 3 Hour Storm"

Project: Improvements Simulation Run: 100 Year 3 Hour Storm

Start of Run: 01Jan2000, 00:00 Basin Model: Basin 1
 End of Run: 01Jan2000, 23:15 Meteorologic Model: Met 2
 Compute Time: 04Apr2020, 17:42:21 Control Specifications: Control 1

Show Elements: All Elements Volume Units: IN AC-FT Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Junction-1	1.45160	684.4	01Jan2000, 02:15	0.79
Reach-1	1.45160	696.5	01Jan2000, 02:15	0.79
2	0.73810	419.7	01Jan2000, 02:15	0.85
3	1.13470	510.7	01Jan2000, 02:15	0.79
1	0.71350	270.3	01Jan2000, 02:30	0.74
9	0.02660	29.4	01Jan2000, 01:45	1.03
Junction-2	2.61290	1216.2	01Jan2000, 02:15	0.80
Reach-2	2.61290	1174.4	01Jan2000, 02:15	0.80
Junction-3	2.61290	1174.4	01Jan2000, 02:15	0.80
13 Outlet	0.89610	521.9	01Jan2000, 02:15	0.89
Reach-6	0.01148	9.1	01Jan2000, 01:45	0.76
4	0.01010	9.6	01Jan2000, 01:45	0.75
Reach-3	0.00000	8.7	01Jan2000, 01:45	n/a
Junction-8	0.01010	9.6	01Jan2000, 01:45	0.75
Reach-5	0.01010	9.2	01Jan2000, 01:45	0.76
7	0.00138	1.2	01Jan2000, 01:45	0.67
Junction-9	0.01148	10.4	01Jan2000, 01:45	0.75
10	0.04840	36.1	01Jan2000, 02:00	0.83
Junction-10	0.05988	52.9	01Jan2000, 01:45	0.96
11	0.04710	30.3	01Jan2000, 02:15	0.98
12	0.00980	6.2	01Jan2000, 02:15	0.96
Junction-6	0.05690	36.5	01Jan2000, 02:15	0.98
Reach-4	0.05690	36.2	01Jan2000, 02:15	0.98
Junction-7	0.05690	36.2	01Jan2000, 02:15	0.98
8	0.02340	30.7	01Jan2000, 01:45	0.98
5	0.01480	20.1	01Jan2000, 01:45	1.02
Junction-14	0.01480	20.1	01Jan2000, 01:45	1.02
Reach-9	0.01480	16.8	01Jan2000, 01:45	1.04
6	0.01440	15.7	01Jan2000, 01:45	0.82
Junction-12	0.01440	15.7	01Jan2000, 01:45	0.82
Reach-8	0.01440	12.9	01Jan2000, 01:45	0.84
Junction-13	0.05260	60.4	01Jan2000, 01:45	0.96

10-Year 3-Hour Storm (After Improvements)

Global Summary Results for Run "10 Year 3 Hour Storm"

Project: APPLE VALLEY DRAINAGE Simulation Run: 10 Year 3 Hour Storm

Start of Run: 01Jan2000, 00:00 Basin Model: Basin 1
 End of Run: 01Jan2000, 23:15 Meteorologic Model: Met 1
 Compute Time: 03Apr2020, 15:57:34 Control Specifications: Control 1

Show Elements: All Elements Volume Units: IN AC-FT Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
3	1.13470	142.4	01Jan2000, 02:15	0.25
1a	0.30400	42.2	01Jan2000, 02:00	0.22
Junction-2	0.92800	151.4	01Jan2000, 02:15	0.26
Junction-1	0.30400	42.2	01Jan2000, 02:00	0.22
Junction-3	0.92800	150.6	01Jan2000, 02:15	0.26
Reach-2a	0.92800	150.6	01Jan2000, 02:15	0.26
Reach-1	0.30400	42.1	01Jan2000, 02:15	0.22
2a	0.62400	112.8	01Jan2000, 02:00	0.28
Reach-2b	0.92800	145.5	01Jan2000, 02:15	0.26
9	0.02660	9.8	01Jan2000, 01:45	0.39
Junction-4	2.08930	291.7	01Jan2000, 02:15	0.26
Reach-3	2.08930	272.7	01Jan2000, 02:15	0.26
Junction-5	2.08930	272.7	01Jan2000, 02:15	0.26
13 Outlet	0.89610	164.3	01Jan2000, 02:15	0.31
1b	0.41000	48.6	01Jan2000, 02:15	0.22
2b	0.11460	16.4	01Jan2000, 02:15	0.28
Reach-6	0.01148	2.1	01Jan2000, 01:45	0.23
4	0.01010	2.4	01Jan2000, 01:45	0.23
Junction-8	0.01010	2.4	01Jan2000, 01:45	0.23
Reach-5	0.01010	2.3	01Jan2000, 01:45	0.23
7	0.00138	0.3	01Jan2000, 01:45	0.19
Junction-9	0.01148	2.5	01Jan2000, 01:45	0.23
10	0.04840	10.9	01Jan2000, 02:00	0.27
Junction-10	0.05988	12.9	01Jan2000, 02:00	0.27
11	0.04710	10.3	01Jan2000, 02:15	0.36
12	0.00980	2.1	01Jan2000, 02:15	0.35
Junction-6	0.05690	12.4	01Jan2000, 02:15	0.36
Reach-4	0.05690	12.1	01Jan2000, 02:15	0.36
Junction-7	0.05690	12.1	01Jan2000, 02:15	0.36
Reach-9	0.01480	5.2	01Jan2000, 01:45	0.39
Reach-8	0.01440	3.2	01Jan2000, 01:45	0.27
5	0.01480	6.8	01Jan2000, 01:45	0.38
6	0.01440	4.3	01Jan2000, 01:45	0.27
8	0.02340	10.0	01Jan2000, 01:45	0.36
Junction-14	0.01480	6.8	01Jan2000, 01:45	0.38
Junction-12	0.01440	4.3	01Jan2000, 01:45	0.27
Junction-13	0.05260	18.4	01Jan2000, 01:45	0.34

100-Year 3-Hour Storm (After Improvements)

Global Summary Results for Run "100 Year 3 Hour Storm"

Project: APPLE VALLEY DRAINAGE Simulation Run: 100 Year 3 Hour Storm

Start of Run: 01Jan2000, 00:00 Basin Model: Basin 1
 End of Run: 01Jan2000, 23:15 Meteorologic Model: Met 2
 Compute Time: 03Apr2020, 15:57:39 Control Specifications: Control 1

Show Elements: All Elements Volume Units: CFS AC-FT Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
3	1.13470	510.7	01Jan2000, 02:15	0.79
1a	0.30400	166.9	01Jan2000, 02:00	0.74
Junction-2	0.92800	537.5	01Jan2000, 02:00	0.81
Junction-1	0.30400	166.9	01Jan2000, 02:00	0.74
Junction-3	0.92800	510.1	01Jan2000, 02:15	0.82
Reach-2a	0.92800	510.1	01Jan2000, 02:15	0.82
Reach-1	0.30400	154.8	01Jan2000, 02:15	0.74
2a	0.62400	394.5	01Jan2000, 02:00	0.85
Reach-2b	0.92800	507.6	01Jan2000, 02:15	0.82
9	0.02660	29.4	01Jan2000, 01:45	1.03
Junction-4	2.08930	1027.3	01Jan2000, 02:15	0.81
Reach-3	2.08930	993.9	01Jan2000, 02:15	0.81
Junction-5	2.08930	993.9	01Jan2000, 02:15	0.81
13 Outlet	0.89610	521.9	01Jan2000, 02:15	0.89
1b	0.41000	184.0	01Jan2000, 02:15	0.74
2b	0.11460	55.8	01Jan2000, 02:15	0.85
Reach-6	0.01148	9.1	01Jan2000, 01:45	0.76
4	0.01010	9.6	01Jan2000, 01:45	0.75
Junction-8	0.01010	9.6	01Jan2000, 01:45	0.75
Reach-5	0.01010	9.2	01Jan2000, 01:45	0.76
7	0.00138	1.2	01Jan2000, 01:45	0.67
Junction-9	0.01148	10.4	01Jan2000, 01:45	0.75
10	0.04840	36.1	01Jan2000, 02:00	0.83
Junction-10	0.05988	44.2	01Jan2000, 01:45	0.82
11	0.04710	30.3	01Jan2000, 02:15	0.98
12	0.00980	6.2	01Jan2000, 02:15	0.96
Junction-6	0.05690	36.5	01Jan2000, 02:15	0.98
Reach-4	0.05690	36.2	01Jan2000, 02:15	0.98
Junction-7	0.05690	36.2	01Jan2000, 02:15	0.98
Reach-9	0.01480	16.8	01Jan2000, 01:45	1.04
Reach-8	0.01440	12.9	01Jan2000, 01:45	0.84
5	0.01480	20.1	01Jan2000, 01:45	1.02
6	0.01440	15.7	01Jan2000, 01:45	0.82
8	0.02340	30.7	01Jan2000, 01:45	0.98
Junction-14	0.01480	20.1	01Jan2000, 01:45	1.02
Junction-12	0.01440	15.7	01Jan2000, 01:45	0.82
Junction-13	0.05260	60.4	01Jan2000, 01:45	0.96

APPENDIX E – FINANCIAL TABLES

SUNRISE ENGINEERING, INC.
 11 North 300 West, Washington, Utah 84780
 Tel: (435) 652-8450 Fax: (435) 652-8416
Engineer's Opinion of Probable Cost

Apple Valley Storm Drain Improvements
 Town of Apple Valley

21-Apr-20
 ncw/

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	5%	LS	\$ 79,300.00	\$ 79,300.00
2	Dust Control & Watering	1	LS	\$ 40,000.00	\$ 40,000.00
3	Materials Sampling & Compaction Testing	1	LS	\$ 10,000.00	\$ 10,000.00
4	Clearing and Grubbing	32,000	SY	\$ 0.50	\$ 16,000.00
5	Earthwork/Grading	1	LS	\$ 700,000.00	\$ 700,000.00
6	Armored Rock Bank with Filter Fabric	32,000	SY	\$ 25.00	\$ 800,000.00
7	SWPPP & Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00
SUBTOTAL					\$ 1,665,500.00
				CONTINGENCY	15%
CONSTRUCTION TOTAL					\$ 1,915,500.00
INCIDENTALS					
1	Funding & Administrative Services		LS	\$ 35,000.00	\$ 35,000.00
2	Engineering Design	5.1%	LS	\$ 116,000.00	\$ 116,000.00
3	Bidding & Negotiating	0.3%	HR	\$ 7,000.00	\$ 7,000.00
4	Engineering Construction Services	5.8%	HR	\$ 133,500.00	\$ 133,500.00
5	Geotechnical Report	0.3%	EST	\$ 8,000.00	\$ 8,000.00
6	Land & RoW Acquisition	2.2%	EST	\$ 50,000.00	\$ 50,000.00
7	Land & RoW Negotiation	0.3%	EST	\$ 6,000.00	\$ 6,000.00
8	Bond Attorney	0.7%	EST	\$ 15,000.00	\$ 15,000.00
9	Miscellaneous Engineering Services	0.4%	EST	\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 380,500.00
TOTAL PROJECT COST					\$ 2,296,000.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

SUNRISE ENGINEERING, INC.
 11 North 300 West, Washington, Utah 84780
 Tel: (435) 652-8450 Fax: (435) 652-8416
Engineer's Opinion of Probable Cost

Apple Valley Storm Drain Improvements
 Town of Apple Valley

21-Apr-20
 ncw/

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	5%	LS	\$ 73,000.00	\$ 73,000.00
2	Dust Control & Watering	1	LS	\$ 40,000.00	\$ 40,000.00
3	Materials Sampling & Compaction Testing	1	LS	\$ 60,000.00	\$ 60,000.00
4	24" HDPE Storm Drain Pipe	2,460	LF	\$ 75.00	\$ 184,500.00
5	30" HDPE Storm Drain Pipe	1,180	LF	\$ 105.00	\$ 124,000.00
6	Earthwork	63,400	CY	\$ 5.00	\$ 317,000.00
7	Armored Rock Bank with Filter Fabric	22,100	SY	\$ 25.00	\$ 552,500.00
8	Reworking Borrow Ditches	16,000	LF	\$ 10.00	\$ 160,000.00
9	SWPPP & Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00
				SUBTOTAL	\$ 1,531,000.00
				CONTINGENCY	15%
				CONSTRUCTION TOTAL	\$ 1,761,000.00
INCIDENTALS					
1	Funding & Administrative Services		LS	\$ 40,000.00	\$ 40,000.00
2	Engineering Design	4.8%	LS	\$ 108,000.00	\$ 108,000.00
3	Bidding & Negotiating	0.3%	HR	\$ 7,000.00	\$ 7,000.00
4	Engineering Construction Services	5.5%	HR	\$ 122,500.00	\$ 122,500.00
5	Geotechnical Report	0.4%	EST	\$ 8,000.00	\$ 8,000.00
6	Land & RoW Acquisition	6.7%	EST	\$ 150,000.00	\$ 150,000.00
7	Land & RoW Negotiation	0.5%	EST	\$ 12,000.00	\$ 12,000.00
8	Bond Attorney	0.7%	EST	\$ 15,000.00	\$ 15,000.00
9	Miscellaneous Engineering Services	0.4%	EST	\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 472,500.00
				TOTAL PROJECT COST	\$ 2,233,500.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

SUNRISE ENGINEERING, INC.
 11 North 300 West, Washington, Utah 84780
 Tel: (435) 652-8450 Fax: (435) 652-8416
Engineer's Opinion of Probable Cost

Apple Valley Storm Drain Improvements
 Town of Apple Valley

21-Apr-20
 ncw/

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	5%	LS	\$ 17,000.00	\$ 17,000.00
2	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00
3	Dust Control & Watering	1	LS	\$ 9,000.00	\$ 9,000.00
4	SWPPP	1	LS	\$ 9,000.00	\$ 9,000.00
5	Subsurface Investigation	1	LS	\$ 9,000.00	\$ 9,000.00
6	Construction Staking	1	LS	\$ 12,000.00	\$ 12,000.00
7	Materials Sampling and Testing	1	LS	\$ 14,000.00	\$ 14,000.00
8	Clearing, Grubbing, Saw Cutting, and Demolition	1	LS	\$ 18,500.00	\$ 18,500.00
9	Import Granular Borrow	1,100	Cu Yd	\$ 41.00	\$ 45,500.00
10	Earthwork and Grading	1	LS	\$ 70,000.00	\$ 70,000.00
11	84" CMP	70	LF	\$ 400.00	\$ 28,000.00
12	96" CMP	70	LF	\$ 450.00	\$ 31,500.00
13	6" Untreated Base Course	64,500	SF	\$ 0.90	\$ 58,500.00
14	Double Chip Seal	8,000	SY	\$ 2.50	\$ 20,000.00
15	5-Strand Barbed Wire Fence	1,000	LF	\$ 4.25	\$ 4,250.00
SUBTOTAL					\$ 350,250.00
CONTINGENCY				15%	\$ 53,000.00
CONSTRUCTION TOTAL					\$ 403,250.00
INCIDENTALS					
1	Geotechnical Report	1.5%	LS	\$ 7,250.00	\$ 7,250.00
2	Design Survey & ROW	1.7%	LS	\$ 8,000.00	\$ 8,000.00
3	Civil Engineering Design	7.5%	LS	\$ 35,500.00	\$ 35,500.00
4	Bidding & Negotiating	0.6%	HR	\$ 3,000.00	\$ 3,000.00
5	Engineering Construction Services	4.2%	HR	\$ 20,000.00	\$ 20,000.00
SUBTOTAL					\$ 73,750.00
TOTAL PROJECT COST					\$ 424,000.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

TABLE V.B.1
THE TOWN OF APPLE VALLEY
STORM WATER MASTER PLAN
IMPACT FEE CALCULATION

4/21/20

IMPACT FEE ELIGIBILITY CALCULATION

Total Area Draining through Basins Analyzed	603	acres
Undeveloped Land within Drainage Boundary	197	acres
Percent of Cost Impact Fee Eligible:		32.6%

PROPOSED IMPROVEMENT PROJECTS

Total Non-Grant Estimated Project Costs		\$1,237,500
Total Interest From New Debt Service		\$504,000
% of Project Cost Due to New Growth	32.6%	\$ 404,000
% of Interest Due to New Growth	32.6%	<u>\$ 164,500</u>
Impact Fee Eligible Cost		\$ 568,500

MAXIMUM IMPACT FEE CALCULATION

Total Impact Fee Eligible Cost		\$ 568,500
Undeveloped Land within Drainage Boundary		<u>197 acres</u>
Maximum Impact Fee per Acre of Land within Drainage Boundary		\$ 2,886 / acre

PROPOSED IMPACT FEE

Proposed Impact Fee **\$ 2,886 / acre**

Zone	Average Lot Size	Impact Fee
R-A-1	1.00	\$ 2,886
R-1-14	0.32	\$ 923
R-1-10	0.23	\$ 664
R-1-8	0.18	\$ 519
R-3-6	0.14	\$ 404

P:\Apple Valley Town\7006 Master Plans and Impact Fees\Admin\Cost Estimate\[EOPC.xlsx]U.R.

TABLE V.C.1
APPLE VALLEY IMPACT FEE FACILITIES PLAN
FY 2023 PROPOSED FINANCING PLAN

TOTAL PROJECT COST		\$ 4,953,500
FY 2023 EXPENSES		
Proposed Funding:	Rate	Term in Yrs.
Self Participation		\$75,000
FEMA Grant (75%)		\$3,716,000
CIB Loan (25%)	2.50%	30
TOTAL PROJECT FUNDING:		\$4,953,500
EXPENSES: (First Year of New Debt Serv. Pmt.)		
Personal Services		\$6,556
Contracted Services		\$0
Operating & Maintenance		\$13,113
Other Supplies & Expenses		\$0
Depreciation Expense		\$0
Subtotal Expenses:		\$19,669
EXISTING DEBT SERVICE		
Subtotal Existing Annual Debt Service:		\$0
NEW DEBT SERVICE		
New Loan(s)		\$55,542
Loan Reserve (Payment/10)		\$5,554
Subtotal New Annual Debt Service:		\$61,096
Renewal and Replacement Fund		\$983
GRAND TOTAL EXPENSES:		\$81,748
ANNUAL INCOME		
New Impact Fees	\$404	22
Total Number of Customers		399
Average Monthly Rate/Customer		\$15.21
TOTAL ANNUAL INCOME:		\$81,748

**TABLE V.E.1
CASH FLOW ANALYSIS**

	3.00%	3.00%	4.00%	4.00%	5.00%	5.00%	6.00%	6.00%	6.00%	6.00%	5.00%	5.00%	5.00%	4.00%	4.00%
	Annual Population Growth Rate	Annual Rate Increase	Annual Inflation Rate												
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Fiscal Year Beginning July 1 Ending June 30															
Average Rate Per Customer	\$ 10,05	\$ 10,05	\$ 12,44	\$ 14,83	\$ 15,27	\$ 15,73	\$ 16,20	\$ 16,69	\$ 17,19	\$ 17,71	\$ 18,24	\$ 18,79	\$ 19,35	\$ 19,93	\$ 20,50
Connection Fee	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00	\$0,00
Base Residential Impact Fee	\$860	\$860	\$860	\$891	\$891	\$891	\$891	\$891	\$891	\$891	\$891	\$891	\$891	\$891	\$891
System Users:															
Total Residential Customers	318	337	357	379	401	426	447	469	493	517	543	565	587	611	633
Total Commercial Customers	19	19	20	22	23	24	25	26	27	28	29	30	31	32	33
Total Customers:	338	357	377	399	422	446	467	489	513	538	564	586	609	633	653
REVENUES:															
User Fees (Drinking Fee)	40,768	43,058	56,299	71,018	77,353	84,213	90,812	97,965	105,581	114,366	123,479	132,163	141,442	146,114	150,800
Connection Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Late Fees & Penalties	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Impact Fees	16,460	16,460	17,200	8,602	8,995	9,384	8,211	8,602	9,384	9,775	10,166	8,602	8,995	9,384	9,775
TOTAL REVENUE:	\$57,228	\$59,398	\$73,499	\$79,620	\$86,346	\$93,597	\$99,023	\$106,567	\$113,235	\$121,141	\$129,645	\$138,765	\$148,437	\$158,667	\$169,579
EXPENSES: (Inc. O&M & Debt Serv.)															
Personal Services	6,000	6,180	6,365	6,556	6,753	6,956	7,165	7,380	7,601	7,829	8,064	8,306	8,555	8,812	9,076
Contracted Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating & Maintenance	12,000	12,660	12,731	13,113	13,506	13,911	14,328	14,758	15,201	15,657	16,127	16,611	17,109	17,622	18,150
Other Supplies & Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Operation & Maintenance	\$18,000	\$18,840	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486	\$24,191	\$24,917	\$25,664	\$26,434	\$27,228
EXISTING DEBT SERVICE (810-820)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
None	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Existing Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW DEBT SERVICE (810-820)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
New Loan	0	0	0	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607
Loan Reserve (Payment/0)	0	0	0	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361
Self-Participation	0	0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$0	\$0	\$75,000	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
TOTAL DEBT SERVICE	\$0	\$0	\$75,000	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
Residual and Replacement Fund (\$90)	0	0	955	983	1,013	1,043	1,075	1,107	1,140	1,174	1,210	1,246	1,283	1,322	1,362
Total Residual and Replacement Fund	\$0	\$0	\$955	\$983	\$1,013	\$1,043	\$1,075	\$1,107	\$1,140	\$1,174	\$1,210	\$1,246	\$1,283	\$1,322	\$1,362
Storm Water Impact Fee Facilities Plan Update	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$18,000	\$18,840	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486	\$24,191	\$24,917	\$25,664	\$26,434	\$27,228
Net Cashflow	\$39,228	\$40,558	\$54,403	\$59,951	\$66,087	\$72,730	\$77,530	\$83,429	\$89,439	\$95,655	\$102,454	\$109,847	\$117,773	\$126,233	\$135,351
CASH ON HAND															
Final Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Residual and Replacement Account Balance:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Bond Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$39,228	\$40,558	\$54,403	\$59,951	\$66,087	\$72,730	\$77,530	\$83,429	\$89,439	\$95,655	\$102,454	\$109,847	\$117,773	\$126,233	\$135,351

*Final Balance is calculated by adding the previous year's balance to the net cashflow minus any anticipated positive cashflow projects. Total Balance includes Impact Fees.

**TABLE V.E.1
CASH FLOW ANALYSIS**

	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
	Annual Population Growth Rate	Annual Rate Increase	Annual Inflation Rate										
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Fiscal Year Beginning July 1													
Ending June 30													
Average Rate Per Customer	\$20.53	\$21.15	\$21.78	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26
Connection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Residential Impact Fee	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391
System Users:													
Total Residential Customers	635	661	681	701	722	744	766	788	813	835	858	885	902
Total Commercial Customers	25	25	20	20	21	22	22	15	16	16	16	17	17
New Customers	658	683	703	723	744	766	788	803	819	835	851	868	885
REVENUES:													
User Fees (Drainage Fee)	156,533	167,711	177,888	188,692	200,159	212,322	225,218	238,661	252,430	266,124	280,343	294,990	309,656
Connection Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
Late Fees & Penalties	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0
Impact Fees	9,275	9,275	7,820	7,820	8,211	8,602	8,602	5,865	6,256	6,256	6,256	6,647	6,647
TOTAL REVENUE:	\$166,308	\$177,486	\$185,708	\$196,512	\$208,370	\$220,924	\$233,820	\$242,526	\$252,501	\$262,501	\$272,600	\$282,826	\$293,212
EXPENSES: (Inc. O&M & Debt Serv.)													
Personal Services	9,076	9,348	9,628	9,917	10,215	10,521	10,837	11,162	11,497	11,842	12,197	12,563	12,940
Contracted Services	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating & Maintenance	18,151	18,696	19,257	19,835	20,430	21,043	21,674	22,324	22,994	23,684	24,395	25,127	25,881
Other Supplies & Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Operation & Maintenance	\$27,227	\$28,044	\$28,885	\$29,752	\$30,645	\$31,564	\$32,511	\$33,486	\$34,491	\$35,526	\$36,592	\$37,690	\$38,821
EXISTING DEBT SERVICE (R10-R20)													
None:	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Existing Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW DEBT SERVICE (R0-R20)													
New Loan	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607
Loan Reserve (Payment/0)	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361
Self-Participation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
Total Debt Service	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
OTHER SERVICE													
Renewal and Replacement Fund (500)	1,361	1,402	1,444	1,488	1,532	1,578	1,626	1,674	1,725	1,776	1,830	1,885	1,941
Total Renewal and Replacement Fund	\$1,361	\$1,402	\$1,444	\$1,488	\$1,532	\$1,578	\$1,626	\$1,674	\$1,725	\$1,776	\$1,830	\$1,885	\$1,941
Storm Water Impact Fee Facilities Plan Update													
Storm Water Impact Fee Facilities Plan Update	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$147,556	\$88,414	\$89,297	\$90,208	\$91,145	\$93,105	\$93,105	\$94,128	\$95,184	\$96,270	\$97,390	\$98,543	\$99,730
Net Cashflow	\$18,752	\$89,072	\$96,410	\$106,305	\$117,224	\$128,819	\$140,715	\$148,398	\$159,735	\$171,231	\$183,207	\$195,447	\$208,486
CASH ON HAND													
Final Balance	\$43,985	\$43,066	\$39,477	\$35,782	\$31,906	\$27,820	\$23,535	\$19,153	\$14,668	\$10,089	\$5,315	\$0,343	\$1,884
Renewal and Replacement Account Balance:	14,912	16,914	17,759	19,246	20,778	22,357	23,982	25,657	27,381	29,157	30,987	32,871	34,813
New Bond Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$58,907	\$60,080	\$57,236	\$55,028	\$52,684	\$50,177	\$47,517	\$44,810	\$42,049	\$39,240	\$36,397	\$33,524	\$30,637

*Final Balance is obtained by adding the previous year's balance to the net cashflow minus any scheduled payments (debt service, other balances and other impacts).



February 5, 2021

Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, Utah 84737

Subject: Agreement for Engineering Services for the:

Apple Valley General Plan

Dear City Officials,

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal/agreement to provide professional engineering services for Apple Valley (CLIENT). SEI agrees, upon receipt of your acceptance to this proposal/agreement, to perform the following identified scope of services in accordance with the Terms and Conditions attached hereto.

Scope of Services

SEI proposes to complete the following phases and tasks:

Phase 1 – Planning and Mapping

- Task 1 – Refine scope, plan coordination with UDOT
- Task 2 – Create communications and public engagement plan
- Task 3 – Notify partners and stakeholders of process
- Task 4 – Collect data and relevant plans
- Task 5 – Develop preliminary maps
- Task 6 – Identify data gaps
- Task 7 – Prepare citizen outreach and gather quantitative data

Phase 2 – Data Evaluation and Presentation

- Task 1 – Evaluate data and draft plan elements
 - i. Land use and zoning
 - ii. Housing
 - iii. Transportation
 - iv. Economic development and tourism
 - v. Parks, trails and cemetery
 - vi. Public facilities and infrastructure

- vii. Annexation
 - viii. Implementation strategies and code alignment
- Task 2 – Prep and present to Planning Commission
 Task 3 – Prep and present to City Council

Phase 3 – Project Completion

- Task 1 – Solicit public feedback
- Task 2 – Updating drafts based on feedback
- Task 3 – Update zoning map, future land use map, roads map
- Task 4 – Solicit feedback from UDOT and AOG
- Task 5 – Present final draft to Planning Commission
- Task 6 – Present final draft to City Council
- Task 7 – Adoption and project closeout

Assumptions & Exclusions

1. SEI may rely on publicly available data prepared by others for analysis purposes.
2. Items not specifically addressed in the Scope of Services are excluded.
3. Items determined to be outside the Scope of Services may be completed following the identification of a scope and fee to complete the additional work.

Compensation

CLIENT agrees to compensate SEI for all services performed under this Agreement on for the lump sum amount of Thirty-Three Thousand Dollars (\$33,000).

Any additional services requested in writing by CLIENT and concurred by SEI will be performed at the same rates and fees shown in Exhibit A.

If you are interested in having SEI complete these services, please execute the agreement below, make a copy for your files and return the original to our office. We look forward to providing these and other services. Please call me at (801) 704-5267 with any questions or concerns.

Sincerely,

Mark A. Huntsman
President / CEO
Sunrise Engineering, Inc.

Accepted and Agreed:

APPLE VALLEY

Signature

Printed Name

Title

Date

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED. These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SEI provides the Services. The Proposal/Agreement shall become binding on SEI and Client upon its written acceptance by Client, or Client's acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services ("SEI's Consultants") when, in SEI's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SEI and Client, and their successors and permitted assignees.

2. EFFECT OF TERMS AND CONDITIONS. If any of the Services are performed by SEI or SEI's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. PAYMENT TERMS. Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SEI's statement of services. No deductions shall be made from SEI's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SEI or SEI's Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client's convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client shall compensate SEI for extra fees and

costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. STANDARD OF SKILL AND CARE. The Services (whether performed by SEI or SEI's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. INSURANCE. SEI shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. LIMITATION OF LIABILITY. Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

8. SITE OBSERVATIONS AND SOIL CONDITIONS. SEI shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SEI to enter upon and to perform Services at any public or private property required for SEI to perform the Services.

By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for

the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

9. RELIANCE ON CLIENT FURNISHED INFORMATION. SEI and SEI's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. UNKNOWN CONDITIONS. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. HAZARDOUS MATERIALS. Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants shall have no

responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants.

In the event SEI or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Engineer grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SEI or SEI's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

15. PROVIDING EVIDENCE. If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SEI shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other

fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SEI by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SEI arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SEI shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SEI shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.

SUNRISE ENGINEERING
FEE SCHEDULE
EXHIBIT A

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$99	451	Training Specialist I	\$130
102	Engineer Intern (E.I.T.) II	\$108	456	Training Manager	\$156
103	Engineer III	\$139	460	Training Director	\$180
104	Engineer IV	\$163	500	Funding Specialist	\$129
105	Engineer V	\$183	510	Plan Reviewer	\$115
110	Principal Engineer	\$199	511	Building Inspector I	\$68
121	Electrical Engineer Intern (E.I.T.) I	\$117	512	Building Inspector II	\$91
122	Electrical Engineer Intern (E.I.T.) II	\$132	513	Building Inspector III	\$113
123	Electrical Engineer III	\$149	525	Building Official	\$132
124	Electrical Engineer IV	\$170	601	GIS Tech	\$71
125	Electrical Engineer V	\$195	602	GIS Tech II	\$82
126	Principal Electrical Engineer	\$208	611	GIS Specialist I	\$103
301	Engineering Tech I	\$79	613	GIS Analyst	\$118
302	Engineering Tech II	\$95	614	GIS Programmer	\$103
303	Engineering Tech III	\$109	615	GIS Team Leader	\$134
304	Engineering Tech IV	\$135	51	Administrative I	\$45
311	Electrical Tech I	\$91	52	Administrative II	\$59
312	Electrical Tech II	\$103	53	Administrative III	\$74
313	Electrical Tech III	\$122	96	Public Information Manager	\$118
314	Electrical Tech IV	\$134	705	Planner V	\$140
315	Electrical Tech V	\$147	712	Project Manager II	\$178
351	Construction Observer I	\$69	723	Water Rights Specialist III	\$129
352	Construction Observer II	\$85	921	Survey Tech	\$80
353	Construction Observer III	\$99	930	Survey CAD Tech	\$125
354	Construction Observer IV	\$115	935	One Man Survey Crew	\$150
401	CAD Drafter I	\$69	940	Survey Manager	\$160
402	CAD Drafter II	\$79	945	Registered Surveyor	\$170
403	CAD Drafter/Designer III	\$99	950	Principal Surveyor	\$185
404	CAD Drafter/Designer IV	\$110			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2021

**FIRST AMENDMENT TO
WATER AND SEWER AGREEMENT**

THIS FIRST AMENDMENT TO WATER AND SEWER AGREEMENT (this "Amendment") is made as of February __, 2021 (the "Amendment Date"), by and between BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT (the "SSD") and LITTLE CREEK LAND COMPANY, LLC, a Utah limited liability company ("LCLC") and JEPSON CANYON RESORT DEVELOPMENT CO., INC., a Utah corporation ("JCRDC") (LCLC and JCRDC collectively referred to herein as "Developer").

RECITALS:

WHEREAS, the SSD and Developer entered into that certain Water and Sewer Agreement, dated as of June 12, 2019 (the "Agreement"); and

WHEREAS, Seller and Purchaser have agreed to amend the Agreement as set forth herein; and

WHEREAS, except as otherwise expressly provided for herein, capitalized terms used herein shall have the meanings set forth in the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the SSD and Developer agree as follows:

1. Section 2.00 of the Agreement is amended to read as follows:

2.00 PROJECTED WATER USE AND SSD INFRASTRUCTURE: The SSD anticipates that the Project as described in the Master Plan will require 360 acre feet of water rights. The SSD represents and warrants that water lines and related infrastructure are in place, or will be installed prior to completion of the Water Facilities (defined below), to ensure delivery of water to the Property in the capacity needed for the Intended Uses.

2. Section 3.01 of the Agreement is amended to read as follows:

3.01 Water Facilities. Within eighteen (18) months after beginning construction on the first phase of the Project, Developer shall design and construct, at Developer's expense, a water tank to be located on a one-acre site on the southern edge of the Property, as depicted in the Master Plan (the "Water Tank"). The required capacity of the Water Tank shall not exceed one million gallons, unless otherwise agreed by Developer. Developer shall also design and construct, at Developer's expense, a water line connecting the Water Tank to the SSD's existing water line along State Highway 59, together with such valves, air vac stations, fire hydrants, blow off valves, flow meter and other appurtenances that may be required to connect all residential and commercial buildings in the Project to the SSD's existing water line along State Highway 59 (the "Internal Water Connections", referred to collectively with the Water Tank as the

"Water Facilities"). All Water Facilities shall be designed and constructed in accordance with the SSD's engineering standards at the time of construction. If the SSD requires the Water Tank to have a capacity in excess of what is needed to service the Project exclusively, the SSD shall provide Developer a credit against impact fees applicable to the Project in an amount equal to the difference in cost between constructing a water tank with the minimum capacity required to service the Project and the cost of constructing a water tank with the capacity required by the SSD. Such cost difference shall be determined in a manner mutually agreeable to Developer and the SSD.

3. Section 3.02 of the Agreement is amended to read as follows:

3.02 Sewer. Developer shall cause to be designed and installed, at Developer's expense, a comprehensive sewer treatment system manufactured by Aquatech, or other vendor approved by the SSD in its reasonable discretion, to accommodate and treat all Project sewage (the "Sewer System"). The Sewer System shall be designed and constructed in accordance with the SSD's generally applicable engineering standards at the time of construction and final plans therefor shall be subject to the SSD engineer's review and approval. In addition, the Sewer System shall be in conformance with applicable law, including the requirements of the Department of Environmental Quality ("DEQ"). The Sewer System may be installed in phases, provided the Sewer System has sufficient capacity at all times to cover existing build out at the Project. On or before the later of (i) four (4) years after installation of the initial phase of the Sewer System, and (ii) the date on which a public sewer system serving the SSD is operational with capacity to meet the sewer treatment capacity requirements of the Project, the SSD and Developer shall evaluate the performance of the Sewer System and mutually agree whether to continue private sewer treatment at the Project or connect the Project to the public sewer treatment system.

4. Entirety and Amendments. The Agreement, as amended hereby, embodies the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. There are no oral agreements or understandings between the parties that are not expressly set forth in the Agreement, as amended hereby.

5. Ratification. Except as specifically herein amended, all terms, provisions, conditions and exhibits contained in the Agreement are hereby confirmed, ratified and restated and shall remain unmodified and in full force and effect. In the event that any provision of this Amendment shall conflict with the terms, provisions, conditions, and exhibits of the Agreement, the terms, provisions, conditions and exhibits of this Amendment shall govern and control.

6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Utah.

7. Counterparts. This Amendment may be executed in any number of identical counterparts, or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an

original document; provided, however, that in making proof of this Amendment, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of Seller and Purchaser has caused this Amendment to be duly executed effective as of the Amendment Date.

THE SSD:

BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of February, 2021, before me personally _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

DEVELOPER:

LITTLE CREEK LAND COMPANY, LLC

By: _____
Henry Isaksen, Jr., Manager

**JEPSON CANYON RESORT
DEVELOPMENT CO., INC.,**

By: _____
Henry Isaksen, Jr. President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of February, 2021, before me personally appeared Henry Isaksen, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

[END OF SIGNATURES]

REVISION OF THE FIRST AMENDMENT TO THE WATER AND SEWER AGREEMENT-JEPSON CANYON

3.01 Water Facilities. At the beginning of construction of any public infrastructure of the Project, the Developer shall design and construct, at Developer's expense, a water tank to be located on a one-acre site on the southern edge of the Property, as depicted in the Master Plan. (the Water Tank). The required capacity of the Water Tank will be one million gallons. Developer shall also design and construct, at Developer's expense a water line connecting the Water Tank to the SSD's existing water line along State Highway 59, together with such valves, air vac stations, fire hydrants, blow off valves, flow meter and other appurtenances that may be required to connect all residential and commercial buildings in the Project to the SSD's existing water line along State Highway 59 (the "Internal Water Connections", referred to collectively with the Water Tank as the "Water Facilities"). All water facilities shall be designed and constructed in accordance with the SSD's engineering standards at the time of construction.

Apple Valley, Utah

February 17, 2021

The Town Council (the “Council”) of Town of Apple Valley, Utah (the “Town”), met in regular session (including by electronic means) on Wednesday, February 17, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

Marty Lisonbee	Mayor
Debbie Kopp	Council Member
Paul Edwardsen	Council Member
Mike McLaughlin	Council Member
Dale Beddo	Council Member

Also present:

Michelle Kinney	Town Recorder
-----------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this February 17, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Recorder in the official records of the Town. The resolution is as follows:

RESOLUTION 2021-01

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF APPLE VALLEY, UTAH (THE “TOWN”), PROVIDING FOR THE CREATION OF JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the Town requesting adoption by resolution the approval of the creation of three separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17B, Chapter 2a, Part 12, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the Town and approve an annexation area of approximately 131 acres (the “Annexation Area”) which the district may annex into without further approval of the Town or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the Town may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the Town pursuant to the Act, and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Town held a public hearing on January 20, 2021 to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17B-2a-1204 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the Town and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah

a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a local district in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Council or the Town and further approves withdrawal of any area within the District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action of the Council or the Town, upon compliance with the terms of the PID Act and the Governing Document.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the Town, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved, and the District shall be governed by the terms thereof and applicable law.

6. The District Board is hereby appointed as follows:

- (a) Trustee 1 – Henry Isaksen, Jr. for an initial term of 6 years.
- (b) Trustee 2 – David Calder for an initial term of 4 years.
- (c) Trustee 3 – Kent Ohlsen for an initial term of 6 years.

7. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Washington County within 30 days of the issuance of the Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

10. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, on February 17, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Michelle Kinney, the undersigned duly qualified and acting Town Recorder of the Town of Apple Valley, Utah (“the Town”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Town Council (the “the Council”), had and taken at a lawful meeting of the Council on February 17, 2021, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town, this February 17, 2021.

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on February 17, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Town’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Council of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Town to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the Town, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the Town on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 17, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA



APPLE VALLEY TOWN COUNCIL
1777 N Meadowlark Dr, Apple Valley
Wednesday, February 17, 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, February 17, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Marty Lisonbee |

Council Members | Debbie Kopp | Paul Edwardsen | Mike McLaughlin | Dale Beddo |

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/87553039157>

if the meeting requests a password use 386004

To call into meeting, dial (253) 215 8782 and use Meeting ID 875 5303 9157

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

DISCUSSION AND ACTION

1. Discussion and possible action on Resolution 2021-001, providing for the creation of Jepson Canyon Public Infrastructure District No. 1.
2. Discussion and possible action on Resolution 2021-002, providing for the creation of Jepson Canyon Public Infrastructure District No. 2.
3. Discussion and possible action on Resolution 2021-003, providing for the creation of Jepson Canyon Public Infrastructure District No. 3.
4. Agreement for Engineering service for the Town of Apple Valley General Plan by Sunrise Engineering

CONSENT AGENDA

5. Invoice Register -- January 2021
6. Financial Statements -- As of February 10th, 2021
7. Enter Text Here
8. Enter Text Here

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

9. Resolution 2020-004: Appreciation for Public Works Volunteers
10. Presentation By Sunrise Engineering on the flood mitigation plan for Apple Valley proper.

11. Lot split application received on AV-5136-5-Q

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, John Barlow, as duly appointed Administrator 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 **X nd day of MONTH, 20XX.**

Dated this X nd day of MONTH, 20XX

John Barlow, Town Administrator

Town of Apple Valley

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.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE



2021 ANNUAL MEETING SCHEDULE OF THE TOWN OF APPLE VALLEY

Public Notice is hereby given that the 2021 Annual Meeting Schedule of the Town Council of Apple Valley shall be as follows:

Regular Meetings of the Town Council of Apple Valley will be held during the year 2021 at 6:00 PM on the third Wednesday of each month, unless otherwise specified, at the Town Office Building, 1777 N Meadowlark Drive, Apple Valley, UT 84737.

Day	Month	Date
Wednesday	January	20
Wednesday	February	17
Wednesday	March	17
Wednesday	April	21
Wednesday	May	19
Wednesday	June	16
Wednesday	July	21
Wednesday	August	18
Wednesday	September	15
Wednesday	October	20
Wednesday	November	17
Wednesday	December	15

Other meetings scheduled, in addition to those specified herein, shall be held or canceled as circumstances require. An agenda of each meeting will be posted at:

Town of Apple Valley Website: <http://www.applevalleyut.com> and
State of Utah Public Notice Website: <https://www.utah.gov/pmn/index.html>

EXHIBIT B
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1
TOWN OF APPLE VALLEY, UTAH**

TABLE OF CONTENTS

I. INTRODUCTION 1
A. Purpose and Intent..... 1
B. Need for the District..... 1
C. Objective of the Town Regarding District’s Governing Document. 1

II. DEFINITIONS..... 2

III. BOUNDARIES..... 4

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION. 5

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES..... 5
A. Powers of the District and Governing Document Amendment. 5
1. Operations and Maintenance Limitation..... 5
2. Construction Standards Limitation 5
3. Procurement. 5
4. Annexation and Withdrawal. 5
5. Total Debt Issuance Limitation..... 6
6. Bankruptcy Limitation 6
7. Governing Document Amendment Requirement 6
B. Preliminary Engineering Survey..... 7

VI. THE BOARD OF TRUSTEES..... 7
A. Board Composition.. 7
B. Transition to Elected Board 7
C. Reelection and Reappointment.. 7
D. Vacancy..... 7
E. Compensation. 7
F. Conflicts of Interest..... 8

VII. REGIONAL IMPROVEMENTS..... 8

VIII. FINANCIAL PLAN..... 8
A. General..... 8
B. Maximum Voted Interest Rate and Maximum Underwriting Discount. 8
C. Maximum Debt Mill Levy..... 8
D. Maximum Property Tax Levy Imposition Term..... 9
E. Debt Repayment Sources..... 9
F. Debt Instrument Disclosure Requirement..... 9
G. Security for Debt..... 9
H. District’s Operating Costs..... 10

IX. ANNUAL REPORT 10
A. General..... 10
B. Reporting of Significant Events..... 10

X. DISSOLUTION 11

XI. DISCLOSURE TO PURCHASERS..... 11

XII. INTERLOCAL AGREEMENT 11

LIST OF EXHIBITS

- EXHIBIT A** Legal Description
- EXHIBIT B-1** Initial District Boundary Map
- EXHIBIT B-2** Annexation Area Boundary Map
- EXHIBIT C** Interlocal Agreement between the District and Apple Valley

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the District's Governing Document.

The Town's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Property Tax Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Property Tax Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Property Tax Levy on taxable properties and which shall

not exceed the Maximum Property Tax Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the Town for annexation into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit B-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means the general development plan that is approved under the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

Town: means the Town of Apple Valley, Utah.

Town Code: means the Town Code of Apple Valley, Utah.

Town Council: means the Apple Valley Town Council.

Development Agreement: Means the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

District: means the Jepson Canyon Public Infrastructure District No. 1.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem

property taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the Town Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the Town Council in accordance with the Town's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B-1**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Property Tax Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Property Tax Levy: means the maximum property tax levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Property Tax Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the

Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly referred to as Jepson Canyon Resort Development.

PID Act: means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

Public Improvements: Public Improvements means the following infrastructure that will be deeded, dedicated or otherwise transferred to the Town of Apple Valley or the Big Plains Water and Sewer District upon completion: The cost of planning, designing, acquiring, constructing, installing, and financing of a part or all of the water tanks, package sewer plants or other sewer infrastructure, roads (Highway 59 to the hilltop; Hilltop Road; new Apple Drive as shown on the development plan for the Project), standard round-a-bouts, utilities, and other traditional subdivision infrastructure serving the District. Public Improvements also include the underlying real property for the foregoing, water rights acquired for the District, and the public park that is specified under the Development Agreement. Public Improvements does not include the cost of planning, designing, acquiring, constructing, installing, and financing of any private or non-public infrastructure.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 88.08 acres, and the total area proposed to be included in the Annexation Area Boundaries is approximately 131.15 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit B-1**, and a map of the Annexation Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that the District’s boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Article V below. The District has prior consent from the Town to annex or withdraw any property within the Annexation Area Boundaries, without seeking further approval from the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 88.08 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The number of full-time residents of the District at build-out is estimated to be approximately 170 people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire property and completed or partially completed improvements for fair market value as determined by the Board.

4. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the Annexation Area without the prior written consent of the Town. The Town, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation. The District's annexation right under this Section V.A.4(a) may be irrevocably abandoned as to a specified part of the District Area by the following actions: (i) the District enacts a resolution that particularly describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

(b) The Town, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the Town a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.4(a) and (b) shall not constitute an amendment of this Governing Document.

5. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$20,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

6. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy, Maximum Property Tax Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

7. Governing Document Amendment Requirement.

(a) This Governing Document has been drafted with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-6 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the Town and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, as contemplated in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$10,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of 3 Trustees who shall be appointed by the Town Council pursuant to the PID Act. All seats are considered to be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of 6 years. Trustee 2 shall serve an initial term of 4 years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Board seats shall transition from appointed to elected seats six years from the date of any bond issuance by the District. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Town Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and this Governing Document. If a vacancy occurs in any Board seat before it has transitioned to an elected position under VI.B, the Town will fill the vacancy by appointing an individual who is an agent for the same property owner for whom the outgoing trustee was an agent.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$20,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code.

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

D. Maximum Property Tax Levy Imposition Term.

Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Property Tax Levy or, the Maximum Property Tax Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document

shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000.00 Dollars, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Manager's Office no later than July 1st of each year following the year in which the District was created.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the

District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;

10. The assessed valuation of the District for the current year;

11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. Audit of the District's financial statements, for the year ending December 31 of the previous year, but only if requested by the Town Council or required under Utah Code Section 51-2a-201, as amended;

13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Lieutenant Governor's issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (e) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District

to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A
Legal Description

JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;
THENCE EAST A DISTANCE OF 1439.41 FEET AND NORTH A DISTANCE OF 885.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.30°31'35"W. A DISTANCE OF 184.84 FEET TO A POINT OF CURVATURE OF A 44.38-FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 117°00'49" AND A CHORD THAT BEARS S.28°07'35"E. A DISTANCE OF 75.68 FEET; THENCE S.30°03'58"W. A DISTANCE OF 151.41 FEET TO A POINT OF CURVATURE OF A 51.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.40 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 119°31'48" AND A CHORD THAT BEARS N.81°40'22"W. A DISTANCE OF 88.12 FEET; THENCE S.38°33'44"W. A DISTANCE OF 70.56 FEET TO A POINT OF CURVATURE OF A 35.89-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°24'16" AND A CHORD THAT BEARS S.46°45'26"W. A DISTANCE OF 16.39 FEET; THENCE S.54°57'09"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 42.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.16 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.46°45'26"W. A DISTANCE OF 12.12 FEET; THENCE S.38°33'44"W. A DISTANCE OF 59.08 FEET; THENCE N.84°14'24"E. A DISTANCE OF 227.04 FEET; THENCE S.56°07'37"E. A DISTANCE OF 172.01 FEET; THENCE S.56°41'38"E. A DISTANCE OF 76.75 FEET; THENCE N.61°15'47"E. A DISTANCE OF 72.62 FEET; THENCE S.36°47'04"E. A DISTANCE OF 166.12 FEET; THENCE S.57°56'47"E. A DISTANCE OF 363.01 FEET; THENCE S.89°51'15"W. A DISTANCE OF 689.35 FEET; THENCE S.00°08'45"E. A DISTANCE OF 2548.41 FEET; THENCE N.72°02'22"W. A DISTANCE OF 369.39 FEET; THENCE N.42°42'17"W. A DISTANCE OF 210.15 FEET; THENCE S.43°41'18"W. A DISTANCE OF 89.11 FEET TO A POINT OF CURVATURE OF A 115.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.23 FEET, SAID CURVE

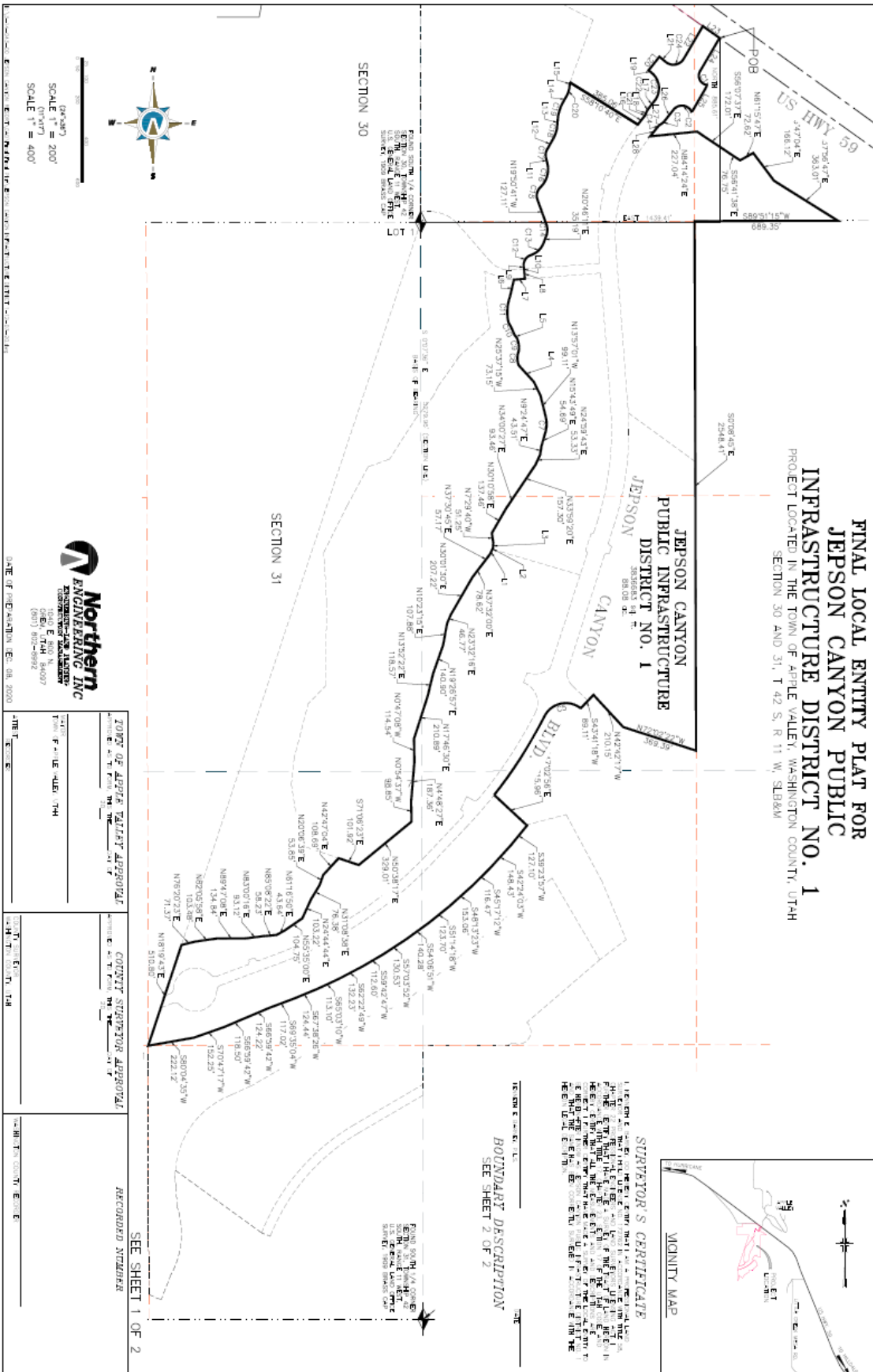
HAVING A CENTRAL ANGLE OF $101^{\circ}45'14''$ AND A CHORD THAT BEARS $S.77^{\circ}42'48''W$. A DISTANCE OF 178.43 FEET TO A POINT OF CURVATURE OF A 2246.14-FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 450.50 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $11^{\circ}29'30''$ AND A CHORD THAT BEARS $S.32^{\circ}34'56''W$. A DISTANCE OF 449.74 FEET; THENCE $S.47^{\circ}02'56''E$. A DISTANCE OF 215.96 FEET; THENCE $S.39^{\circ}23'57''W$. A DISTANCE OF 127.10 FEET; THENCE $S.42^{\circ}24'03''W$. A DISTANCE OF 148.43 FEET; THENCE $S.45^{\circ}17'12''W$. A DISTANCE OF 116.47 FEET; THENCE $S.48^{\circ}13'23''W$. A DISTANCE OF 153.06 FEET; THENCE $S.51^{\circ}14'18''W$. A DISTANCE OF 123.70 FEET; THENCE $S.54^{\circ}06'51''W$. A DISTANCE OF 140.28 FEET; THENCE $S.57^{\circ}03'52''W$. A DISTANCE OF 130.53 FEET; THENCE $S.59^{\circ}42'47''W$. A DISTANCE OF 112.60 FEET; THENCE $S.62^{\circ}22'49''W$. A DISTANCE OF 132.23 FEET; THENCE $S.65^{\circ}03'10''W$. A DISTANCE OF 113.10 FEET; THENCE $S.67^{\circ}38'26''W$. A DISTANCE OF 124.44 FEET; THENCE $S.69^{\circ}35'04''W$. A DISTANCE OF 117.02 FEET; THENCE $S.66^{\circ}59'42''W$. A DISTANCE OF 242.72 FEET; THENCE $S.70^{\circ}47'17''W$. A DISTANCE OF 152.25 FEET; THENCE $S.80^{\circ}04'35''W$. A DISTANCE OF 222.12 FEET; THENCE $N.18^{\circ}19'43''E$. A DISTANCE OF 510.80 FEET; THENCE $N.76^{\circ}20'23''E$. A DISTANCE OF 71.37 FEET; THENCE $N.82^{\circ}05'58''E$. A DISTANCE OF 103.48 FEET; THENCE $N.89^{\circ}47'08''E$. A DISTANCE OF 134.84 FEET; THENCE $N.83^{\circ}00'16''E$. A DISTANCE OF 93.12 FEET; THENCE $N.85^{\circ}08'22''E$. A DISTANCE OF 58.23 FEET; THENCE $N.61^{\circ}16'50''E$. A DISTANCE OF 43.64 FEET; THENCE $N.55^{\circ}35'00''E$. A DISTANCE OF 104.75 FEET; THENCE $N.24^{\circ}44'44''E$. A DISTANCE OF 103.22 FEET; THENCE $N.31^{\circ}08'38''E$. A DISTANCE OF 76.38 FEET; THENCE $N.20^{\circ}06'39''E$. A DISTANCE OF 53.85 FEET; THENCE $N.42^{\circ}47'04''E$. A DISTANCE OF 108.69 FEET; THENCE $S.71^{\circ}06'23''E$. A DISTANCE OF 101.92 FEET; THENCE $N.50^{\circ}38'17''E$. A DISTANCE OF 329.01 FEET; THENCE $N.00^{\circ}54'37''W$. A DISTANCE OF 98.85 FEET; THENCE $N.04^{\circ}48'27''E$. A DISTANCE OF 187.36 FEET; THENCE $N.00^{\circ}47'08''W$. A DISTANCE OF 114.54 FEET; THENCE $N.17^{\circ}46'30''E$. A DISTANCE OF 210.89 FEET; THENCE $N.13^{\circ}52'22''E$. A DISTANCE OF 118.57 FEET; THENCE $N.19^{\circ}26'57''E$. A DISTANCE OF 140.90 FEET; THENCE $N.10^{\circ}23'15''E$. A DISTANCE OF 107.88 FEET; THENCE $N.23^{\circ}32'16''E$. A DISTANCE OF 46.77 FEET; THENCE $N.30^{\circ}01'30''E$. A DISTANCE OF 207.22 FEET; THENCE $N.37^{\circ}32'00''E$. A DISTANCE OF 78.62 FEET; THENCE $N.37^{\circ}30'45''E$. A DISTANCE OF 57.17 FEET; THENCE $N.26^{\circ}37'56''E$. A DISTANCE OF 33.63 FEET; THENCE $N.04^{\circ}59'04''E$. A DISTANCE OF 23.67 FEET; THENCE $N.07^{\circ}29'40''W$. A DISTANCE OF 51.25 FEET; THENCE $N.30^{\circ}10'58''E$. A DISTANCE OF 137.46 FEET; THENCE $N.34^{\circ}00'27''E$. A DISTANCE OF 93.46 FEET; THENCE $N.33^{\circ}59'20''E$. A DISTANCE OF 157.30 FEET; THENCE $N.24^{\circ}59'43''E$. A DISTANCE OF 53.33 FEET; THENCE $N.09^{\circ}24'47''E$. A DISTANCE OF 43.51 FEET; THENCE $N.15^{\circ}43'49''E$. A DISTANCE OF 54.69 FEET TO A POINT OF CURVATURE OF A 153.62-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $35^{\circ}43'30''$ AND A CHORD THAT BEARS $N.02^{\circ}31'28''E$. A DISTANCE OF 94.24 FEET; THENCE $N.13^{\circ}57'01''W$. A

DISTANCE OF 99.11 FEET; THENCE N.25°37'15"W. A DISTANCE OF 73.15 FEET; THENCE N.42°33'13"W. A DISTANCE OF 108.02 FEET TO A POINT OF CURVATURE OF A 96.37-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.66 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°00'32" AND A CHORD THAT BEARS N.00°04'38"E. A DISTANCE OF 69.09 FEET TO A POINT OF CURVATURE OF A 124.87-FOOT RADIUS NON-TANGENT REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.40 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°15'18" AND A CHORD THAT BEARS N.06°49'34"W. A DISTANCE OF 58.84 FEET; THENCE N.34°31'37"W. A DISTANCE OF 26.00 FEET TO A POINT OF CURVATURE OF A 340.48-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.21 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°48'18" AND A CHORD THAT BEARS N.25°50'24"W. A DISTANCE OF 64.11 FEET TO A POINT OF CURVATURE OF A 226.79-FOOT RADIUS NON-TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 126.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 31°58'35" AND A CHORD THAT BEARS N.03°25'10"E. A DISTANCE OF 124.94 FEET; THENCE N.13°17'10"E. A DISTANCE OF 83.37 FEET; THENCE N.85°41'45"E. A DISTANCE OF 52.53 FEET; THENCE N.04°32'44"W. A DISTANCE OF 47.50 FEET; THENCE S.85°46'30"W. A DISTANCE OF 0.47 FEET; THENCE N.04°46'55"W. A DISTANCE OF 15.05 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS N.33°28'00"E. A DISTANCE OF 61.91 FEET TO A POINT OF CURVATURE OF A 100.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS N.46°14'32"E. A DISTANCE OF 86.02 FEET; THENCE N.20°46'11"E. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS N.00°27'45"E. A DISTANCE OF 55.53 FEET; THENCE N.19°50'41"W. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS N.13°20'01"E. A DISTANCE OF 60.20 FEET TO A POINT OF CURVATURE OF A 120.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS N.16°36'34"E. A DISTANCE OF 119.65 FEET; THENCE N.13°17'36"W. A DISTANCE OF 31.46 FEET TO A POINT OF

CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°54'13" AND A CHORD THAT BEARS N.08°09'30"E. A DISTANCE OF 36.57 FEET; THENCE N.29°36'37"E. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS N.16°43'50"E. A DISTANCE OF 66.87 FEET; THENCE N.03°51'04"E. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.72 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'28" AND A CHORD THAT BEARS N.16°59'18"E. A DISTANCE OF 90.91 FEET; THENCE N.30°07'32"E. A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE OF A 125.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°06'58" AND A CHORD THAT BEARS N.17°04'03"E. A DISTANCE OF 56.48 FEET; THENCE N.04°00'34"E. A DISTANCE OF 14.94 FEET; THENCE S.58°10'40"E. A DISTANCE OF 385.06 FEET; THENCE N.38°33'44"E. A DISTANCE OF 51.98 FEET TO A POINT OF CURVATURE OF A 28.96-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 18°24'29" AND A CHORD THAT BEARS N.30°22'01"E. A DISTANCE OF 9.27 FEET; THENCE N.22°10'18"E. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 67.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS N.30°22'01"E. A DISTANCE OF 19.24 FEET; THENCE N.38°33'44"E. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS N.05°52'23"W. A DISTANCE OF 133.72 FEET; THENCE N.50°18'30"W. A DISTANCE OF 20.73 FEET; THENCE N.38°47'54"E. A DISTANCE OF 83.65 FEET; THENCE S.50°17'37"E. A DISTANCE OF 39.64 FEET TO A POINT OF CURVATURE OF A 57.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 99°17'23" AND A CHORD THAT BEARS N.80°03'42"E. A DISTANCE OF 87.64 FEET; THENCE N.30°25'00"E. A DISTANCE OF 182.79 FEET; THENCE S.54°26'16"E. A DISTANCE OF 98.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,836,683 SQ.FT. OR 88.08 ACRES.

EXHIBIT B-1: INITIAL DISTRICT BOUNDARY MAP



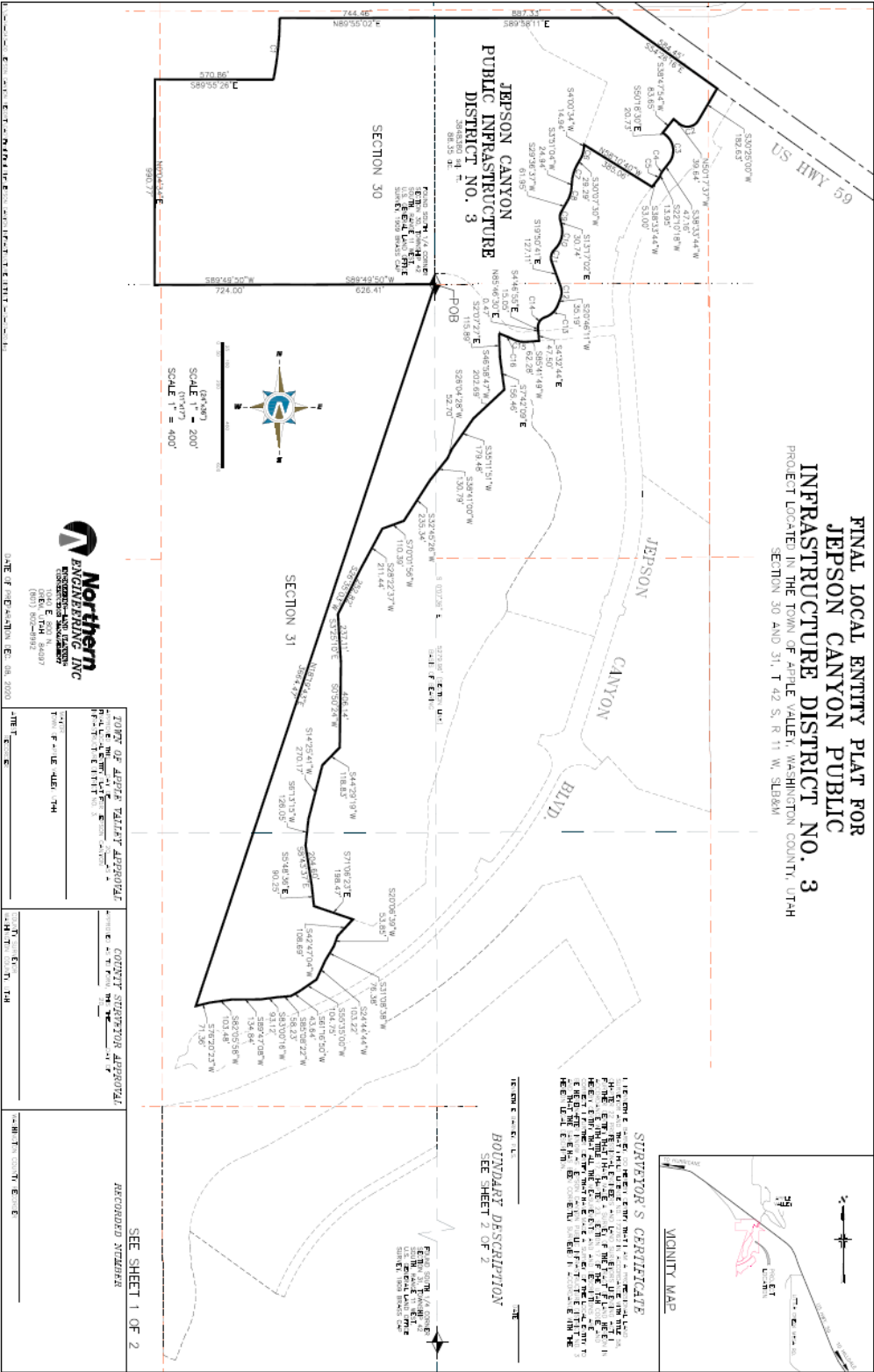


EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the Town (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the Town except upon consent of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17B-2a-1204(3), Utah Code.

4. Total Debt Issuance. The District shall not issue Debt in excess of \$20,000,000 Dollars. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

5. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

6. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

7. Disclosure to Purchasers. Within thirty (30) days of the Lieutenant Governor’s issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

8. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-6 or VIII.B-G of the Governing Document shall be deemed to be material violations to the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager’s Office no later than July 1st of each year following the year in which the

District was created, containing the information set forth in Section IX of the Governing Document.

10. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

11. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

12. Maximum Property Tax Levy Imposition Term. Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Jepson Canyon Public Infrastructure District No. 1
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

To the Town: Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737
Attn: Mayor’s Office
Phone: (435) 877-1190

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

Executed as of the date indicated on the first page of this Agreement.

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the Jepson Canyon Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on February 17, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this ____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for Jepson
Canyon Public Infrastructure District No. 1,**

By: _____
Mayor

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2021.

NOTARY PUBLIC

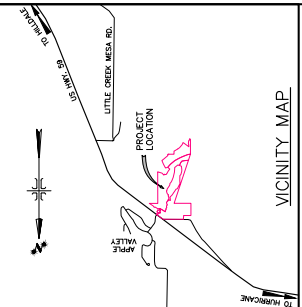
EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT “B”

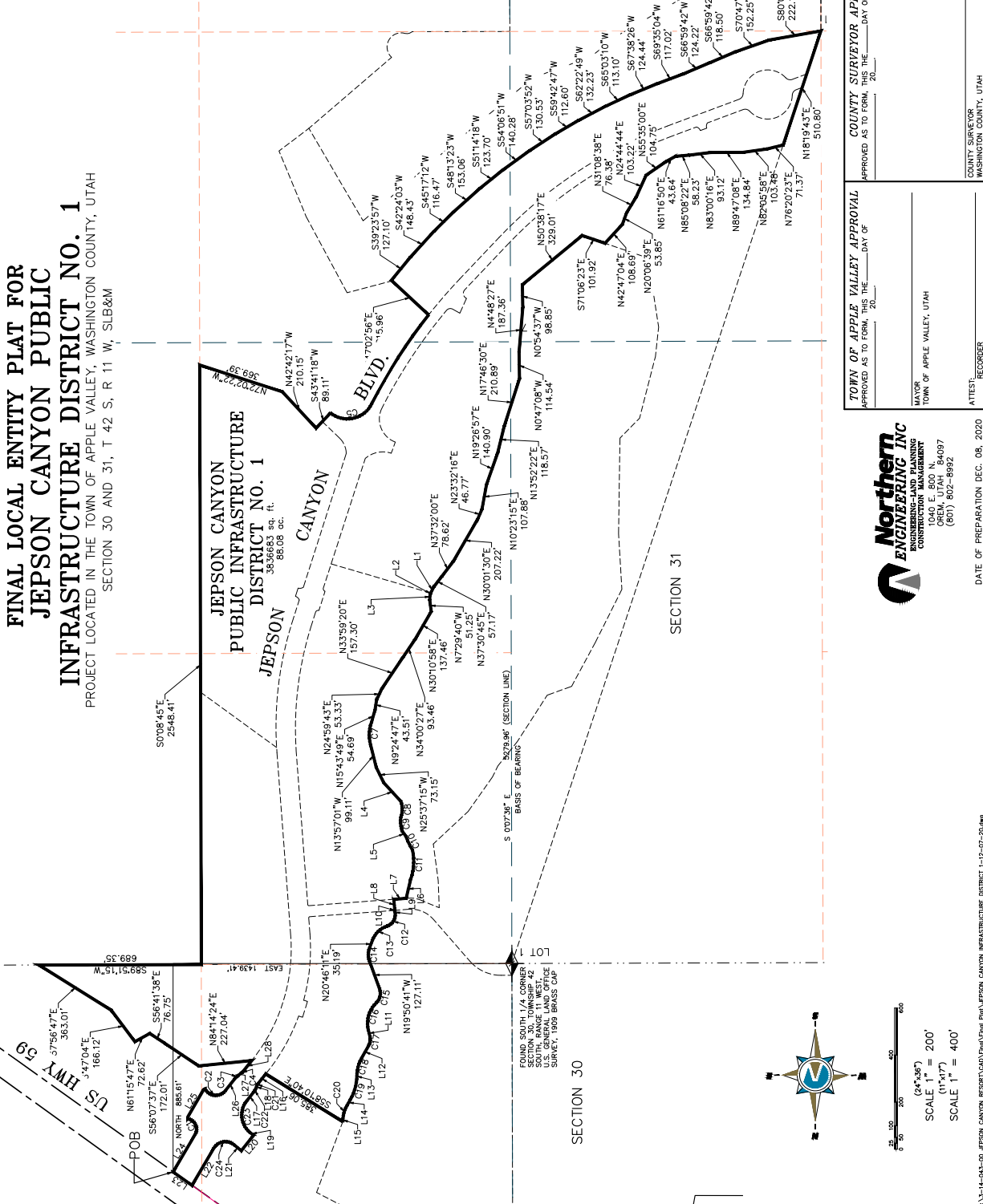
Final Local Entity Plat

**FINAL LOCAL ENTITY PLAT FOR
JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M
PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE PROFESSIONAL LAND SURVEYING ACT, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSION OF LAND SURVEYORS IN ACCORDANCE WITH TITLE 17, CHAPTER 2, SECTION 2-102 OF THE UTAH CONSTITUTION. I HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND DESCRIPTIONS ARE TRUE AND CORRECT AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE REASON LEGAL DESCRIPTION.

BOUNDARY DESCRIPTION
SEE SHEET 2 OF 2



SCALE 1" = 200'
(24" x 36")
SCALE 1" = 400'
(11" x 17")

TOWN OF APPLE VALLEY APPROVAL APPROVED AS TO FORM, TO THE _____ DAY OF _____, 20____	COUNTY SURVEYOR APPROVAL APPROVED AS TO FORM, TO THE _____ DAY OF _____, 20____	RECORDED NUMBER
TOWNSURVEYOR TOWN OF APPLE VALLEY, UTAH	COUNTY SURVEYOR WASHINGTON COUNTY, UTAH	WASHINGTON COUNTY RECORDER



DATE OF PREPARATION DEC. 08, 2020

**FINAL LOCAL ENTITY PLAT FOR
JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**
PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, PARCEL ALSO LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE EXACTLY DESCRIBED AS FOLLOWS:

SECTION 30 AND 31, T 42 S, R 11 W, SLB&M
 DISTANCE OF 885.61 FEET TO THE TRIPLE POINT OF BEGINNING;
 THENCE BEARING S 30°17'15" W, A DISTANCE OF 18.84 FEET TO A POINT OF CURVATURE OF A 14.38-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 117°09'48";
 C1 90.63' 44.38' 75.68' S28°07'35"E 117°09'48"
 C2 106.40' 51.00' 88.12' N81°40'22"W 119°31'48"
 C3 106.40' 51.00' 88.12' N81°40'22"W 119°31'48"
 C4 12.16' 42.50' 12.12' S46°45'26"W 26°24'16"
 C5 204.23' 115.00' 178.43' S77°42'48"W 101°45'14"
 C6 450.50' 224.61' 449.74' S32°34'58"W 117°29'30"
 C7 93.79' 153.62' 94.24' N27°12'28"E 35°43'30"
 C8 70.66' 96.37' 69.09' N00°43'38"E 42°00'32"
 C9 59.40' 124.87' 58.84' N6°48'34"W 27°15'18"
 C10 64.21' 340.48' 64.11' N25°50'24"W 10°46'18"
 C11 126.57' 226.79' 124.94' N32°58'00"E 76°29'49"
 C12 66.76' 50.00' 61.91' N33°28'00"E 76°29'49"
 C13 86.92' 100.00' 86.02' N46°14'32"E 50°56'43"
 C14 56.71' 80.00' 55.53' N02°27'45"E 40°36'52"
 C15 63.70' 55.00' 60.20' N13°20'01"E 66°21'24"
 C16 125.56' 120.00' 118.65' N16°36'34"E 59°48'20"
 C17 38.15' 50.00' 37.23' N7°44'59"E 43°43'15"
 C18 67.44' 150.00' 66.87' N16°43'50"E 25°45'33"
 C19 91.71' 200.00' 90.91' N16°59'17"E 26°16'27"
 C20 56.73' 125.00' 56.24' N17°00'37"E 26°00'07"
 C21 9.31' 26.96' 9.27' N30°22'01"E 18°24'29"
 C22 148.13' 95.50' 133.72' N5°52'23"W 86°32'14"
 C24 99.64' 57.50' 87.64' N80°03'42"E 99°17'23"
 LINE TABLE
 LINE LENGTH DIRECTION
 L1 28.67' N26°37'56"E
 L2 4.96' N26°37'56"E
 L3 23.67' N4°59'04"E
 L4 108.02' N42°31'15"W
 L5 26.00' N34°31'57"W
 L6 83.37' N13°17'10"E
 L7 52.53' N85°41'45"E
 L8 47.50' N43°32'44"W
 L9 15.05' N4°46'55"W
 L10 0.47' S85°46'32"W
 L11 30.74' N15°17'02"W
 L12 61.95' N29°36'37"E
 L13 24.94' N35°10'4"E
 L14 29.29' N30°07'30"E
 L15 14.94' N4°00'34"E
 L16 51.98' N83°34'4"E
 L17 47.16' N38°33'44"E
 L18 13.95' N22°10'18"E
 L19 20.73' N50°16'30"W
 L20 83.65' N38°47'54"E
 LINE TABLE
 LINE LENGTH DIRECTION
 L1 39.64' S50°17'37"E
 L2 182.79' N30°25'00"E
 L3 98.75' S54°26'16"E
 L4 184.84' S30°31'55"W
 L5 151.41' S30°03'58"W
 L6 70.56' S38°33'44"W
 L7 13.95' S54°57'09"W
 L8 59.08' S38°33'44"W
 L9 17.23' S54°57'09"W
 L10 17.23' S54°57'09"W
 L11 17.23' S54°57'09"W
 L12 17.23' S54°57'09"W
 L13 17.23' S54°57'09"W
 L14 17.23' S54°57'09"W
 L15 17.23' S54°57'09"W
 L16 17.23' S54°57'09"W
 L17 17.23' S54°57'09"W
 L18 17.23' S54°57'09"W
 L19 17.23' S54°57'09"W
 L20 17.23' S54°57'09"W

CONTAINING 3,936,683 SQ. FT. OR 86.08 ACRES.

SEE SHEET 2 OF 2

SLB&M 14-045-30 JEPSON CANYON INFRASTRUCTURE DISTRICT NO. 1

MY VOTER REGISTRATION INFO

Name: Henry L Isaksen

Physical Address:

PRIVATE
Saint George, UT 84770

Ballot Mailing Address:

PRIVATE
Saint George, UT 84770

Voting Precinct: SG14 St George #SG14

Voter ID Number: **PRIVATE**

Party Affiliation: **PRIVATE**

Voter Status: Active

MY VOTER REGISTRATION INFO

Name: Kent Eric Ohlsen

Physical Address:

PRIVATE

Saint George, UT 84790

Ballot Mailing Address:

PRIVATE

Saint George, UT 84790

Voting Precinct: SG43 St George #SG43

Voter ID Number: **PRIVATE**

Party Affiliation: **PRIVATE**

Voter Status: Active

MY VOTER REGISTRATION INFO

Name: David Douglas Calder

Physical Address:

PRIVATE
Saint George, UT 84790

Ballot Mailing Address:

PRIVATE
Saint George, UT 84790

Voting Precinct: SG32 St George #SG32

Voter ID Number: **PRIVATE**

Party Affiliation: **PRIVATE**

Voter Status: Active



Apple Valley, Utah

February 17, 2021

The Town Council (the “Council”) of Town of Apple Valley, Utah (the “Town”), met in regular session (including by electronic means) on Wednesday, February 17, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

Marty Lisonbee	Mayor
Debbie Kopp	Council Member
Paul Edwardsen	Council Member
Mike McLaughlin	Council Member
Dale Beddo	Council Member

Also present:

Michelle Kinney	Town Recorder
-----------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this February 17, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Recorder in the official records of the Town. The resolution is as follows:

RESOLUTION 2021-002

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF APPLE VALLEY, UTAH (THE “TOWN”), PROVIDING FOR THE CREATION OF JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the Town requesting adoption by resolution the approval of the creation of three separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17B, Chapter 2a, Part 12, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the Town and approve an annexation area of approximately 176.43 acres (the “Annexation Area”) which the district may annex into without further approval of the Town or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the Town may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the Town pursuant to the Act, and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Town held a public hearing on January 20, 2021 to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17B-2a-1204 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the Town and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah

a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a local district in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Council or the Town and further approves withdrawal of any area within the District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action of the Council or the Town, upon compliance with the terms of the PID Act and the Governing Document.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the Town, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved, and the District shall be governed by the terms thereof and applicable law.

6. The District Board is hereby appointed as follows:

- (a) Trustee 1 – Henry Isaksen, Jr. for an initial term of 6 years.
- (b) Trustee 2 – David Calder for an initial term of 4 years.
- (c) Trustee 3 – Kent Ohlsen for an initial term of 6 years.

7. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Washington County within 30 days of the issuance of the Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

10. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, on February 17, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Michelle Kinney, the undersigned duly qualified and acting Town Recorder of the Town of Apple Valley, Utah (“the Town”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Town Council (the “the Council”), had and taken at a lawful meeting of the Council on February 17, 2021, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town, this February 17, 2021.

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on February 17, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Town’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Council of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Town to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the Town, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the Town on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 17, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA



APPLE VALLEY TOWN COUNCIL
1777 N Meadowlark Dr, Apple Valley
Wednesday, February 17, 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, February 17, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Marty Lisonbee |

Council Members | Debbie Kopp | Paul Edwardsen | Mike McLaughlin | Dale Beddo |

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/87553039157>

if the meeting requests a password use 386004

To call into meeting, dial (253) 215 8782 and use Meeting ID 875 5303 9157

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

DISCUSSION AND ACTION

1. Discussion and possible action on Resolution 2021-001, providing for the creation of Jepson Canyon Public Infrastructure District No. 1.
2. Discussion and possible action on Resolution 2021-002, providing for the creation of Jepson Canyon Public Infrastructure District No. 2.
3. Discussion and possible action on Resolution 2021-003, providing for the creation of Jepson Canyon Public Infrastructure District No. 3.
4. Agreement for Engineering service for the Town of Apple Valley General Plan by Sunrise Engineering

CONSENT AGENDA

5. Invoice Register -- January 2021
6. Financial Statements -- As of February 10th, 2021
7. Enter Text Here
8. Enter Text Here

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

9. Resolution 2020-004: Appreciation for Public Works Volunteers
10. Presentation By Sunrise Engineering on the flood mitigation plan for Apple Valley proper.

11. Lot split application received on AV-5136-5-Q

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, John Barlow, as duly appointed Administrator 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 **X nd day of MONTH, 20XX.**

Dated this X nd day of MONTH, 20XX

John Barlow, Town Administrator

Town of Apple Valley

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.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE



2021 ANNUAL MEETING SCHEDULE OF THE TOWN OF APPLE VALLEY

Public Notice is hereby given that the 2021 Annual Meeting Schedule of the Town Council of Apple Valley shall be as follows:

Regular Meetings of the Town Council of Apple Valley will be held during the year 2021 at 6:00 PM on the third Wednesday of each month, unless otherwise specified, at the Town Office Building, 1777 N Meadowlark Drive, Apple Valley, UT 84737.

Day	Month	Date
Wednesday	January	20
Wednesday	February	17
Wednesday	March	17
Wednesday	April	21
Wednesday	May	19
Wednesday	June	16
Wednesday	July	21
Wednesday	August	18
Wednesday	September	15
Wednesday	October	20
Wednesday	November	17
Wednesday	December	15

Other meetings scheduled, in addition to those specified herein, shall be held or canceled as circumstances require. An agenda of each meeting will be posted at:

Town of Apple Valley Website: <http://www.applevalleyut.com> and

State of Utah Public Notice Website: <https://www.utah.gov/pmn/index.html>

EXHIBIT B
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2
TOWN OF APPLE VALLEY, UTAH**

TABLE OF CONTENTS

- I. INTRODUCTION 1
 - A. Purpose and Intent..... 1
 - B. Need for the District..... 1
 - C. Objective of the Town Regarding District’s Governing Document. 1
- II. DEFINITIONS..... 2
- III. BOUNDARIES..... 4
- IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION. 5
- V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES..... 5
 - A. Powers of the District and Governing Document Amendment. 5
 - 1. Operations and Maintenance Limitation..... 5
 - 2. Construction Standards Limitation 5
 - 3. Procurement. 5
 - 4. Annexation and Withdrawal. 5
 - 5. Total Debt Issuance Limitation..... 6
 - 6. Bankruptcy Limitation 6
 - 7. Governing Document Amendment Requirement 6
 - B. Preliminary Engineering Survey..... 7
- VI. THE BOARD OF TRUSTEES..... 7
 - A. Board Composition.. 7
 - B. Transition to Elected Board 7
 - C. Reelection and Reappointment.. 7
 - D. Vacancy..... 7
 - E. Compensation. 7
 - F. Conflicts of Interest..... 8
- VII. REGIONAL IMPROVEMENTS..... 8
- VIII. FINANCIAL PLAN..... 8
 - A. General..... 8
 - B. Maximum Voted Interest Rate and Maximum Underwriting Discount. 8
 - C. Maximum Debt Mill Levy..... 8
 - D. Maximum Property Tax Levy Imposition Term..... 9
 - E. Debt Repayment Sources..... 9
 - F. Debt Instrument Disclosure Requirement..... 9
 - G. Security for Debt..... 9
 - H. District’s Operating Costs..... 10
- IX. ANNUAL REPORT 10
 - A. General..... 10
 - B. Reporting of Significant Events..... 10

X. DISSOLUTION 10

XI. DISCLOSURE TO PURCHASERS..... 11

XII. INTERLOCAL AGREEMENT 11

LIST OF EXHIBITS

- EXHIBIT A** Legal Description
- EXHIBIT B-1** Initial District Boundary Map
- EXHIBIT B-2** Annexation Area Boundary Map
- EXHIBIT C** Interlocal Agreement between the District and Apple Valley

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the District’s Governing Document.

The Town’s objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Property Tax Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Property Tax Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Property Tax Levy on taxable properties and which shall not exceed the Maximum Property Tax Levy Imposition Term on taxable properties. It is the intent

of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the Town for annexation into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit B-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means the general development plan that is approved under the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

Town: means the Town of Apple Valley, Utah.

Town Code: means the Town Code of Apple Valley, Utah.

Town Council: means the Apple Valley Town Council.

Development Agreement: Means the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

District: means the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property

taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the Town Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the Town Council in accordance with the Town's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B-1**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Property Tax Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Property Tax Levy: means the maximum property tax levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Property Tax Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District

and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly referred to as Jepson Canyon Resort Development.

PID Act: means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

Public Improvements: Public Improvements means the following infrastructure that will be deeded, dedicated or otherwise transferred to the Town of Apple Valley or the Big Plains Water and Sewer District upon completion: The cost of planning, designing, acquiring, constructing, installing, and financing of a part or all of the water tanks, package sewer plants or other sewer infrastructure, roads (Highway 59 to the hilltop; Hilltop Road; new Apple Drive as shown on the development plan for the Project), standard round-a-bouts, utilities, and other traditional subdivision infrastructure serving the District. Public Improvements also include the underlying real property for the foregoing, water rights acquired for the District, and the public park that is specified under the Development Agreement. Public Improvements does not include the cost of planning, designing, acquiring, constructing, installing, and financing of any private or non-public infrastructure.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately 42.8 acres, and the total area proposed to be included in the Annexation Area Boundaries is approximately 176.43 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit B-1**, and a map of the Annexation Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Article V below. The District has prior consent from the Town to annex or withdraw any property within the Annexation Area Boundaries, without seeking further approval from the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 42.8 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The full-time resident population of the District at build-out is estimated to be approximately five people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire property and completed or partially completed improvements for fair market value as determined by the Board.

4. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the Annexation Area without the prior written consent of the Town. The Town, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation. The District's annexation right under this Section V.A.4(a) may be irrevocably abandoned as to a specified part of the District Area by the following actions: (i) the District enacts a resolution that particularly describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

(b) The Town, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the

District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the Town a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.4(a) and (b) shall not constitute an amendment of this Governing Document.

5. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$10,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

6. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy, Maximum Property Tax Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

7. Governing Document Amendment Requirement.

(a) This Governing Document has been drafted with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-6 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the Town and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, as contemplated in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$5,000,000.00.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of 3 Trustees who shall be appointed by the Town Council pursuant to the PID Act. All seats are considered to be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of 6 years. Trustee 2 shall serve an initial term of 4 years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Board seats shall transition from appointed to elected seats six years from the date of any bond issuance by the District. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, any seat which has not transitioned to an elected seat shall be appointed by the Town Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and this Governing Document. If a vacancy occurs in a Board seat before it has transitioned to an elected position under VI.B, the Town will fill the vacancy by appointing an individual who is an agent for the same property owner for whom the outgoing trustee was an agent.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code.

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

D. Maximum Property Tax Levy Imposition Term.

Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Property Tax Levy or, the Maximum Property Tax Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District’s obligations;

nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000.00 Dollars, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Manager's Office no later than July 1st of each year following the year in which the District was created.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;
12. Audit of the District's financial statements, for the year ending December 31 of the previous year, but only if requested by the Town Council or required under Utah Code Section 51-2a-201, as amended;
13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of receipt of a certificate of incorporation from the Lieutenant Governor's Office, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (e) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A
Legal Description

JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE EAST A DISTANCE OF 688.45 FEET AND NORTH A DISTANCE OF 2429.03 FEET TO THE TRUE POINT OF BEGINNING;

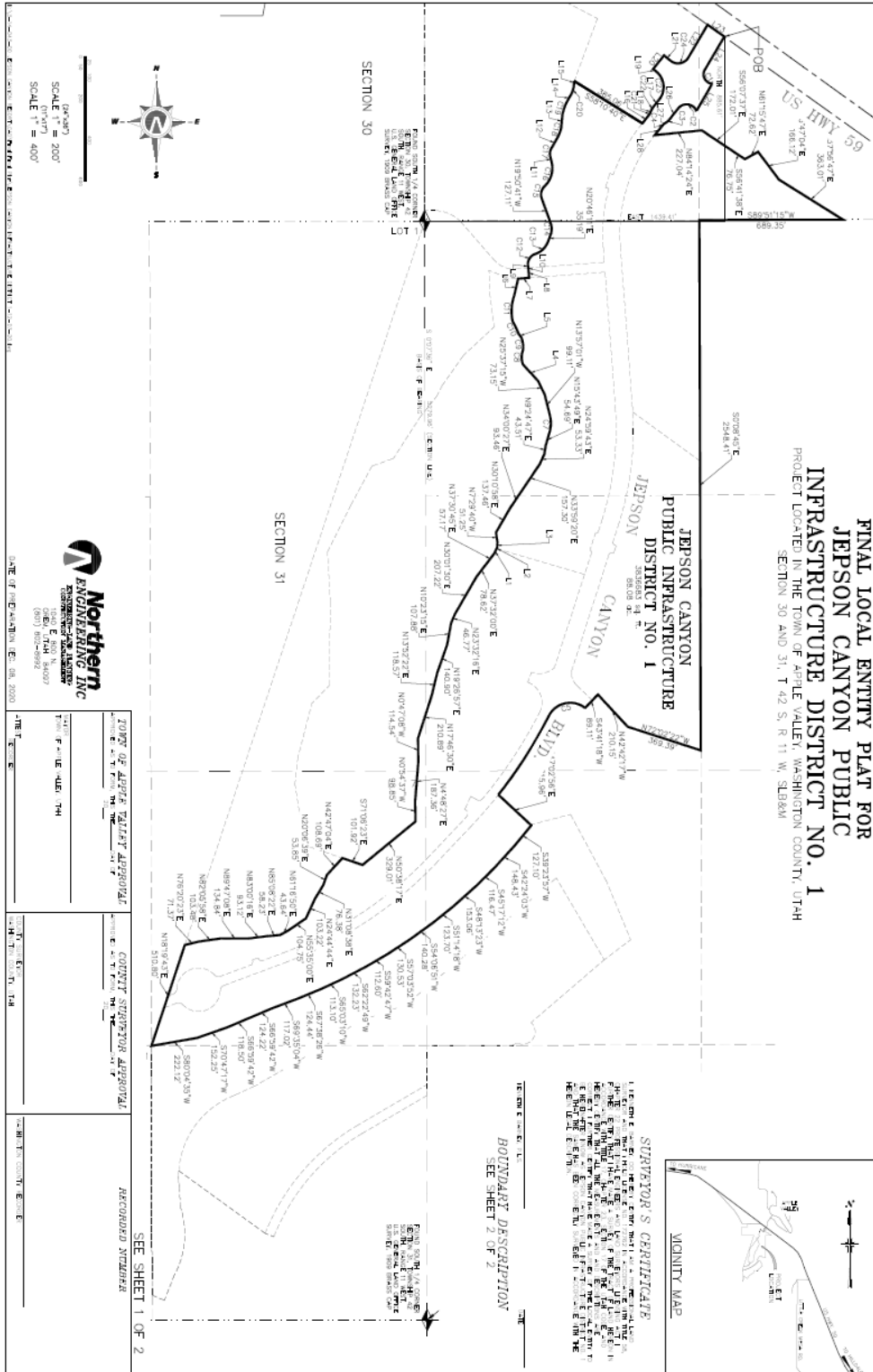
THENCE RUNNING S.28°15'35"E. A DISTANCE OF 367.09 FEET; THENCE S.22°27'27"E. A DISTANCE OF 301.90 FEET; THENCE S.52°49'00"W. A DISTANCE OF 159.31 FEET; THENCE S.49°19'45"W. A DISTANCE OF 463.06 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 160.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 152°54'46" AND A CHORD THAT BEARS S.29°14'05"W. A DISTANCE OF 116.66 FEET TO A POINT OF CURVATURE OF A 30-FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 46°01'23" AND A CHORD THAT BEARS S.82°40'47"W. A DISTANCE OF 23.45 FEET; THENCE S.59°40'06"W. A DISTANCE OF 8.52 FEET; THENCE S.89°53'32"W. A DISTANCE OF 414.76 FEET; THENCE S.00°07'36"E. A DISTANCE OF 241.58 FEET; THENCE S.59°40'06"W. A DISTANCE OF 357.33 FEET TO A POINT OF CURVATURE OF A 1000-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 666.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 38°12'15" AND A CHORD THAT BEARS S.40°33'58"W. A DISTANCE OF 654.51 FEET; THENCE N.68°32'09"W. A DISTANCE OF 45.00 FEET; THENCE N.54°05'09"W. A DISTANCE OF 512.46 FEET TO A POINT OF CURVATURE OF A 419.23-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°36'09" AND A CHORD THAT BEARS S.01°22'41"E. A DISTANCE OF 77.47 FEET; THENCE S.04°01'28"E. A DISTANCE OF 99.03 FEET TO A POINT OF CURVATURE OF A 412.94-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 341.08 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 47°19'30" AND A CHORD THAT BEARS S.05°35'58"W. A DISTANCE OF 331.46 FEET; THENCE S.21°10'16"W. A DISTANCE OF 124.09 FEET TO A POINT OF CURVATURE OF A 355.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.55 FEET, SAID CURVE

HAVING A CENTRAL ANGLE OF 10°34'47" AND A CHORD THAT BEARS N.66°54'35"W. A DISTANCE OF 65.46 FEET; THENCE N.00°07'53"W. A DISTANCE OF 1196.07 FEET; THENCE N.80°04'35"E. A DISTANCE OF 222.12 FEET; THENCE N.70°47'17"E. A DISTANCE OF 152.25 FEET; THENCE N.66°59'42"E. A DISTANCE OF 242.72 FEET; THENCE N.69°35'04"E. A DISTANCE OF 117.02 FEET; THENCE N.67°38'26"E. A DISTANCE OF 124.44 FEET; THENCE N.65°03'10"E. A DISTANCE OF 113.10 FEET; THENCE N.62°22'49"E. A DISTANCE OF 132.23 FEET; THENCE N.59°42'47"E. A DISTANCE OF 112.60 FEET; THENCE N.57°03'52"E. A DISTANCE OF 130.53 FEET; THENCE N.54°06'51"E. A DISTANCE OF 140.27 FEET; THENCE N.51°14'18"E. A DISTANCE OF 123.70 FEET; THENCE N.48°13'23"E. A DISTANCE OF 153.06 FEET; THENCE N.45°17'12"E. A DISTANCE OF 116.47 FEET; THENCE N.42°24'03"E. A DISTANCE OF 148.43 FEET; THENCE N.39°23'57"E. A DISTANCE OF 127.10 FEET; THENCE N.37°57'24"E. A DISTANCE OF 5.31 FEET; THENCE N.75°12'54"E. A DISTANCE OF 191.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,864,487 SQ.FT. OR 42.80 ACRES.

EXHIBIT B-2: ANNEXATION AREA BOUNDARY MAP

Includes the area within Jepson Canyon Public Infrastructure District Nos. 1 and 3:



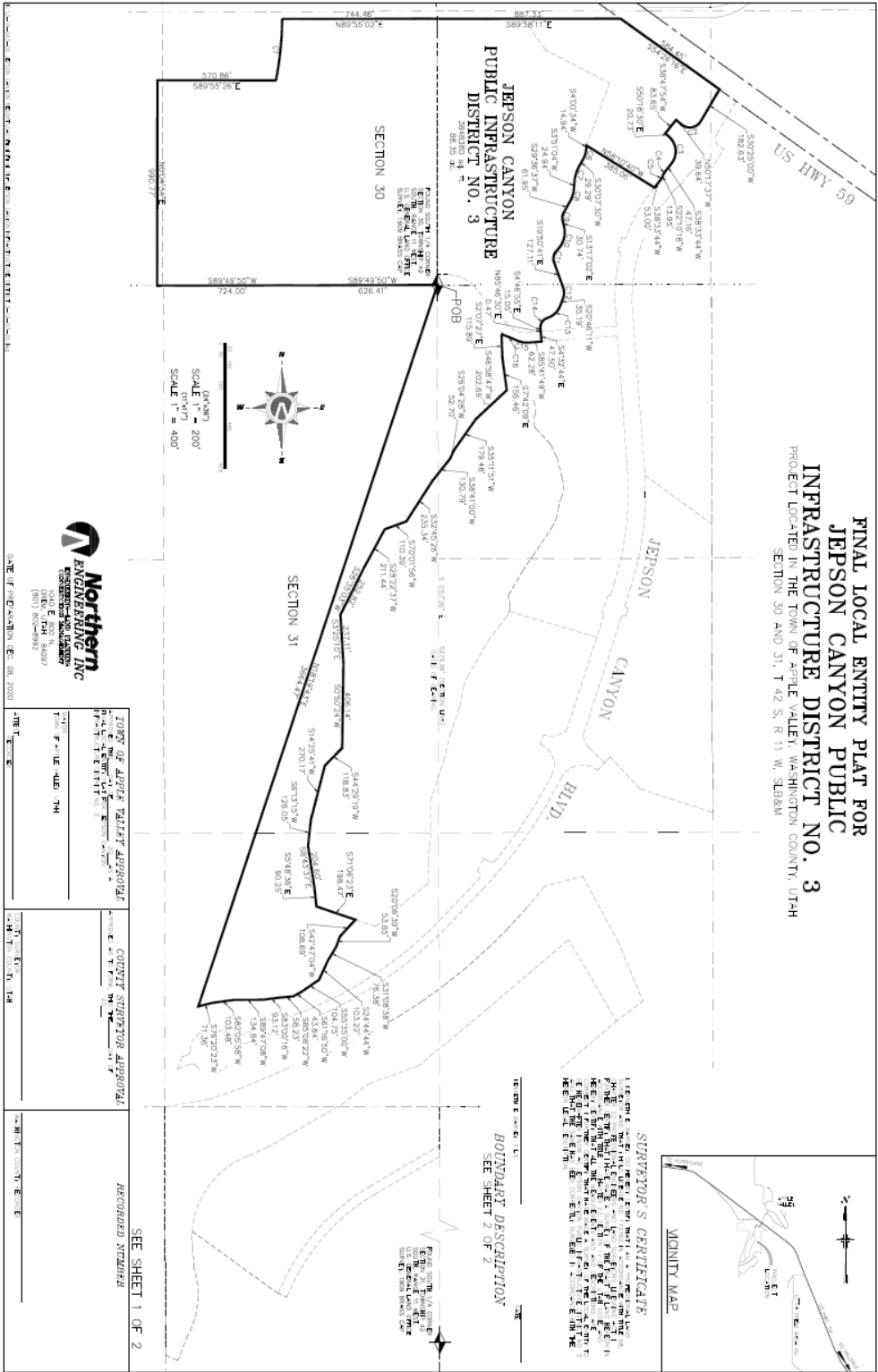


EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the Town (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the Town except upon consent of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17B-2a-1204(3), Utah Code.

4. Total Debt Issuance. The District shall not issue Debt in excess of \$10,000,000 Dollars. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

5. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

6. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

7. Disclosure to Purchasers. Within thirty (30) days of the Lieutenant Governor’s issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

8. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-6 or VIII.B-G of the Governing Document shall be deemed to be material violations to the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager’s Office no later than July 1st of each year following the year in which the

District was created, containing the information set forth in Section IX of the Governing Document.

10. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

11. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

12. Maximum Property Tax Levy Imposition Term. Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 2
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

To the Town: Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737
Attn: Mayor’s Office
Phone: (435) 877-1190

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof

in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

Executed as of the date indicated on the first page of this Agreement.

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on February 17, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this _____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for
JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 2,**

By: _____
Mayor

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021.

NOTARY PUBLIC

EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT “B”

Final Local Entity Plat

Apple Valley, Utah

February 17, 2021

The Town Council (the “Council”) of Town of Apple Valley, Utah (the “Town”), met in regular session (including by electronic means) on Wednesday, February 17, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

Marty Lisonbee	Mayor
Debbie Kopp	Council Member
Paul Edwardsen	Council Member
Mike McLaughlin	Council Member
Dale Beddo	Council Member

Also present:

Michelle Kinney	Town Recorder
-----------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this February 17, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Recorder in the official records of the Town. The resolution is as follows:

RESOLUTION 2021-003

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF APPLE VALLEY, UTAH (THE “TOWN”), PROVIDING FOR THE CREATION OF JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the Town requesting adoption by resolution the approval of the creation of three separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17B, Chapter 2a, Part 12, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the Town and approve an annexation area of approximately 130.88 acres (the “Annexation Area”) which the district may annex into without further approval of the Town or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the Town may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the Town pursuant to the Act, and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Town held a public hearing on January 20, 2021 to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17B-2a-1204 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the Town and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah

a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a local district in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Council or the Town and further approves withdrawal of any area within the District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action of the Council or the Town, upon compliance with the terms of the PID Act and the Governing Document.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the Town, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved, and the District shall be governed by the terms thereof and applicable law.

6. The District Board is hereby appointed as follows:

- (a) Trustee 1 – Henry Isaksen, Jr. for an initial term of 6 years.
- (b) Trustee 2 – David Calder for an initial term of 4 years.
- (c) Trustee 3 – Kent Ohlsen for an initial term of 6 years.

7. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Washington County within 30 days of the issuance of the Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

10. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, on February 17, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Michelle Kinney, the undersigned duly qualified and acting Town Recorder of the Town of Apple Valley, Utah (“the Town”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Town Council (the “the Council”), had and taken at a lawful meeting of the Council on February 17, 2021, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town, this February 17, 2021.

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on February 17, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Town’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Council of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Town to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the Town, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the Town on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 17, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA



APPLE VALLEY TOWN COUNCIL
1777 N Meadowlark Dr, Apple Valley
Wednesday, February 17, 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, February 17, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Marty Lisonbee |

Council Members | Debbie Kopp | Paul Edwardsen | Mike McLaughlin | Dale Beddo |

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/87553039157>

if the meeting requests a password use 386004

To call into meeting, dial (253) 215 8782 and use Meeting ID 875 5303 9157

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

DISCUSSION AND ACTION

1. Discussion and possible action on Resolution 2021-001, providing for the creation of Jepson Canyon Public Infrastructure District No. 1.
2. Discussion and possible action on Resolution 2021-002, providing for the creation of Jepson Canyon Public Infrastructure District No. 2.
3. Discussion and possible action on Resolution 2021-003, providing for the creation of Jepson Canyon Public Infrastructure District No. 3.
4. Agreement for Engineering service for the Town of Apple Valley General Plan by Sunrise Engineering

CONSENT AGENDA

5. Invoice Register -- January 2021
6. Financial Statements -- As of February 10th, 2021
7. Enter Text Here
8. Enter Text Here

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

9. Resolution 2020-004: Appreciation for Public Works Volunteers
10. Presentation By Sunrise Engineering on the flood mitigation plan for Apple Valley proper.

11. Lot split application received on AV-5136-5-Q

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, John Barlow, as duly appointed Administrator 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 **X nd day of MONTH, 20XX.**

Dated this X nd day of MONTH, 20XX

John Barlow, Town Administrator

Town of Apple Valley

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.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE



2021 ANNUAL MEETING SCHEDULE OF THE TOWN OF APPLE VALLEY

Public Notice is hereby given that the 2021 Annual Meeting Schedule of the Town Council of Apple Valley shall be as follows:

Regular Meetings of the Town Council of Apple Valley will be held during the year 2021 at 6:00 PM on the third Wednesday of each month, unless otherwise specified, at the Town Office Building, 1777 N Meadowlark Drive, Apple Valley, UT 84737.

Day	Month	Date
Wednesday	January	20
Wednesday	February	17
Wednesday	March	17
Wednesday	April	21
Wednesday	May	19
Wednesday	June	16
Wednesday	July	21
Wednesday	August	18
Wednesday	September	15
Wednesday	October	20
Wednesday	November	17
Wednesday	December	15

Other meetings scheduled, in addition to those specified herein, shall be held or canceled as circumstances require. An agenda of each meeting will be posted at:

Town of Apple Valley Website: <http://www.applevalleyut.com> and
State of Utah Public Notice Website: <https://www.utah.gov/pmn/index.html>

EXHIBIT B
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3
TOWN OF APPLE VALLEY, UTAH**

TABLE OF CONTENTS

- I. INTRODUCTION 1
 - A. Purpose and Intent..... 1
 - B. Need for the District..... 1
 - C. Objective of the Town Regarding District’s Governing Document. 1
- II. DEFINITIONS..... 2
- III. BOUNDARIES..... 4
- IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION. 5
- V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES..... 5
 - A. Powers of the District and Governing Document Amendment. 5
 - 1. Operations and Maintenance Limitation..... 5
 - 2. Construction Standards Limitation 5
 - 3. Procurement. 5
 - 4. Annexation and Withdrawal. 5
 - 5. Total Debt Issuance Limitation..... 6
 - 6. Bankruptcy Limitation 6
 - 7. Governing Document Amendment Requirement 6
 - B. Preliminary Engineering Survey..... 7
- VI. THE BOARD OF TRUSTEES..... 7
 - A. Board Composition.. 7
 - B. Transition to Elected Board 7
 - C. Reelection and Reappointment.. 7
 - D. Vacancy..... 7
 - E. Compensation. 7
 - F. Conflicts of Interest..... 8
- VII. REGIONAL IMPROVEMENTS..... 8
- VIII. FINANCIAL PLAN..... 8
 - A. General..... 8
 - B. Maximum Voted Interest Rate and Maximum Underwriting Discount. 8
 - C. Maximum Debt Mill Levy..... 8
 - D. Maximum Property Tax Levy Imposition Term..... 9
 - E. Debt Repayment Sources..... 9
 - F. Debt Instrument Disclosure Requirement..... 9
 - G. Security for Debt..... 9
 - H. District’s Operating Costs..... 10
- IX. ANNUAL REPORT 10
 - A. General..... 10
 - B. Reporting of Significant Events..... 10

X. DISSOLUTION 10

XI. DISCLOSURE TO PURCHASERS..... 11

XII. INTERLOCAL AGREEMENT 11

LIST OF EXHIBITS

- EXHIBIT A** Legal Description
- EXHIBIT B-1** Initial District Boundary Map
- EXHIBIT B-2** Annexation Area Boundary Map
- EXHIBIT C** Interlocal Agreement between the District and Apple Valley

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the District's Governing Document.

The Town's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Property Tax Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Property Tax Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Property Tax Levy on taxable properties and which shall not exceed the Maximum Property Tax Levy Imposition Term on taxable properties. It is the intent

of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the Town for annexation into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit B-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means the general development plan that is approved under the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

Town: means the Town of Apple Valley, Utah.

Town Code: means the Town Code of Apple Valley, Utah.

Town Council: means the Apple Valley Town Council.

Development Agreement: Means the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

District: means the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property

taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the Town Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the Town Council in accordance with the Town's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B-1**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Property Tax Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Property Tax Levy: means the maximum property tax levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Property Tax Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District

and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly referred to as Jepson Canyon Resort Development.

PID Act: means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

Public Improvements: Public Improvements means the following infrastructure that will be deeded, dedicated or otherwise transferred to the Town of Apple Valley or the Big Plains Water and Sewer District upon completion: The cost of planning, designing, acquiring, constructing, installing, and financing of a part or all of the water tanks, package sewer plants or other sewer infrastructure, roads (Highway 59 to the hilltop; Hilltop Road; new Apple Drive as shown on the development plan for the Project), standard round-a-bouts, utilities, and other traditional subdivision infrastructure serving the District. Public Improvements also include the underlying real property for the foregoing, water rights acquired for the District, and the public park that is specified under the Development Agreement. Public Improvements does not include the cost of planning, designing, acquiring, constructing, installing, and financing of any private or non-public infrastructure.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 88.35 acres, and the total area proposed to be included in the Annexation Area Boundaries is approximately 130.88 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit B-1**, and a map of the Annexation Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Article V below. The District has prior consent from the Town to annex or withdraw any property within the Annexation Area Boundaries, without seeking further approval from the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 88.35 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The full-time resident population of the District at build-out is estimated to be approximately 180 people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire property and completed or partially completed improvements for fair market value as determined by the Board.

4. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the Annexation Area without the prior written consent of the Town. The Town, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation. The District's annexation right under this Section V.A.4(a) may be irrevocably abandoned as to a specified part of the District Area by the following actions: (i) the District enacts a resolution that particularly describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

(b) The Town, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the

District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the Town a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.4(a) and (b) shall not constitute an amendment of this Governing Document.

5. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$10,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

6. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy, Maximum Property Tax Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

7. Governing Document Amendment Requirement.

(a) This Governing Document has been drafted with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-6 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the Town and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, as contemplated in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$5,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of 3 Trustees who shall be appointed by the Town Council pursuant to the PID Act. All seats are considered to be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of 6 years. Trustee 2 shall serve an initial term of 4 years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Board seats shall transition from appointed to elected seats six years from the date of any bond issuance by the District. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Town Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and this Governing Document. If a vacancy occurs in any board seat before it has transitioned to an elected position under VI.B, the Town will fill the vacancy by appointing an individual who is an agent for the same property owner for whom the outgoing trustee was an agent.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code.

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

D. Maximum Property Tax Levy Imposition Term.

Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Property Tax Levy or, the Maximum Property Tax Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District’s obligations;

nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Manager's Office no later than July 1st of each year following the year in which the District was created.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;
12. Audit of the District's financial statements, for the year ending December 31 of the previous year, but only if requested by the Town Council or required under Utah Code Section 51-2a-201, as amended;
13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of receipt of a certificate of incorporation from the Lieutenant Governor's Office, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (e) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A
Legal Description

JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.89°49'50"W. A DISTANCE OF 1350.41 FEET; THENCE N.00°04'34"E. A DISTANCE OF 990.77 FEET; THENCE S.89°55'26"E. A DISTANCE OF 570.86 FEET TO A POINT OF CURVATURE OF A 1555.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 298.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°59'29" AND A CHORD THAT BEARS N.05°47'46"E. A DISTANCE OF 297.85 FEET; THENCE N.89°55'02"E. A DISTANCE OF 744.46 FEET; THENCE S.89°58'11"E. A DISTANCE OF 887.33 FEET; THENCE S.54°26'16"E. A DISTANCE OF 584.45 FEET; THENCE S.30°25'00"W. A DISTANCE OF 182.63 FEET TO A POINT OF CURVATURE OF A 57.67-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°42'37" AND A CHORD THAT BEARS S.75°41'38"W. A DISTANCE OF 82.06 FEET; THENCE N.50°55'59"W. A DISTANCE OF 48.14 FEET; THENCE S.38°47'54"W. A DISTANCE OF 83.65 FEET; THENCE S.50°18'30"E. A DISTANCE OF 20.73 FEET TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS S.05°52'23"E. A DISTANCE OF 133.72 FEET; THENCE S.38°33'44"W. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 67.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.30°22'01"W. A DISTANCE OF 19.24 FEET; THENCE S.22°10'18"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 28.96-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.29°21'29"W. A DISTANCE OF 8.26 FEET; THENCE S.38°33'44"W.

A DISTANCE OF 53.00 FEET; THENCE N.58°10'40"W. A DISTANCE OF 385.06 FEET; THENCE S.04°00'43"W. A DISTANCE OF 14.94 FEET TO A POINT OF CURVATURE OF A 125.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.73 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°00'07" AND A CHORD THAT BEARS S.17°00'37"W. A DISTANCE OF 56.24 FEET; THENCE S.30°07'30"W. A DISTANCE OF 29.29 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'27" AND A CHORD THAT BEARS S.16°59'17"W. A DISTANCE OF 90.91 FEET; THENCE S.03°51'04"W. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS S.16°43'50"W. A DISTANCE OF 66.87 FEET; THENCE S.29°36'37"W. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 43°43'15" AND A CHORD THAT BEARS S.07°44'59"W. A DISTANCE OF 37.23 FEET; THENCE S.13°17'02"E. A DISTANCE OF 30.74 FEET TO A POINT OF CURVATURE OF A 120.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS S.16°36'34"W. A DISTANCE OF 119.65 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS S.13°20'01"W. A DISTANCE OF 60.20 FEET; THENCE S.19°50'41"E. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS S.00°27'45"W. A DISTANCE OF 55.53 FEET; THENCE S.20°46'11"W. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 100.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS S.46°14'32"W. A DISTANCE OF 86.02 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS S.33°28'00"W. A DISTANCE OF 61.91 FEET; THENCE S.04°46'55"E. A DISTANCE OF 15.05 FEET; THENCE N.85°46'30"E. A DISTANCE OF 0.47 FEET;

THENCE S.04°32'44"E. A DISTANCE OF 47.50 FEET; THENCE S.85°41'49"W. A DISTANCE OF 62.28 FEET;

TO A POINT OF CURVATURE OF A 117.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 28°37'50" AND A CHORD THAT BEARS N.79°59'17"W. A DISTANCE OF 57.86 FEET TO A POINT OF CURVATURE OF A 1200.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 03°48'22" AND A CHORD THAT BEARS N.67°34'32"W. A DISTANCE OF 79.70 FEET; THENCE S.02°07'27"E. A DISTANCE OF 115.89 FEET; THENCE S.07°42'09"E. A DISTANCE OF 156.46 FEET; THENCE S.46°58'47"W. A DISTANCE OF 202.69 FEET; THENCE S.35°11'51"W. A DISTANCE OF 179.48 FEET; THENCE S.26°04'28"W. A DISTANCE OF 52.70 FEET; THENCE S.38°41'00"W. A DISTANCE OF 130.79 FEET; THENCE S.32°45'26"W. A DISTANCE OF 235.34 FEET; THENCE S.70°01'56"W. A DISTANCE OF 110.39 FEET; THENCE S.28°22'37"W. A DISTANCE OF 211.44 FEET; THENCE S.26°35'03"W. A DISTANCE OF 252.82 FEET; THENCE S.03°25'10"E. A DISTANCE OF 237.11 FEET; THENCE S.00°50'24"W. A DISTANCE OF 406.14 FEET; THENCE S.44°29'19"W. A DISTANCE OF 118.83 FEET; THENCE S.14°25'41"W. A DISTANCE OF 270.17 FEET; THENCE S.06°13'15"W. A DISTANCE OF 126.05 FEET; THENCE S.08°43'37"E. A DISTANCE OF 204.60 FEET; THENCE S.05°48'36"E. A DISTANCE OF 90.25 FEET; THENCE S.71°06'23"E. A DISTANCE OF 198.47 FEET; THENCE S.42°47'04"W. A DISTANCE OF 108.69 FEET; THENCE S.20°06'39"W. A DISTANCE OF 53.85 FEET; THENCE S.31°08'38"W. A DISTANCE OF 76.38 FEET; THENCE S.24°44'44"W. A DISTANCE OF 103.22 FEET; THENCE S.55°35'00"W. A DISTANCE OF 104.75 FEET; THENCE S.61°16'50"W. A DISTANCE OF 43.64 FEET; THENCE S.85°08'22"W. A DISTANCE OF 58.23 FEET; THENCE S.83°00'16"W. A DISTANCE OF 93.12 FEET; THENCE S.89°47'08"W. A DISTANCE OF 134.84 FEET; THENCE S.82°05'58"W. A DISTANCE OF 103.48 FEET; THENCE S.76°20'23"W. A DISTANCE OF 71.36 FEET; THENCE N.18°19'43"E. A DISTANCE OF 3664.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,848,380 SQ.FT. OR 88.35 ACRES.

EXHIBIT B-2: ANNEXATION AREA BOUNDARY MAP

Includes the area within Jepson Canyon Public Infrastructure District Nos. 1 and 2:

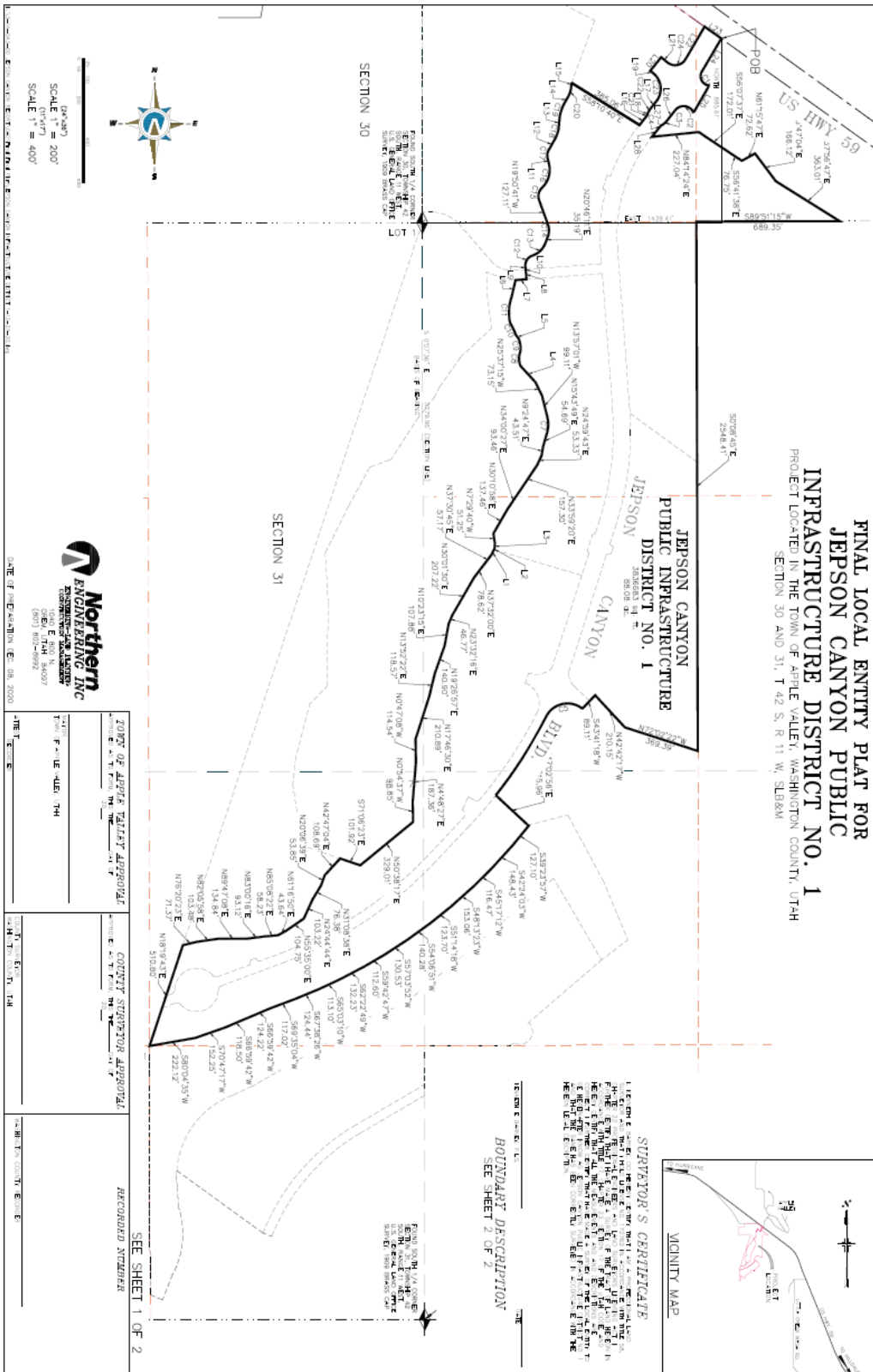


EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the Town (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. **Operations and Maintenance.** The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. **Construction Standards.** The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. **Inclusion Limitation.** The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the Town except upon consent of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17B-2a-1204(3), Utah Code.

4. Total Debt Issuance. The District shall not issue Debt in excess of \$10,000,000 Dollars. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

5. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

6. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

7. Disclosure to Purchasers. Within thirty (30) days of the Lieutenant Governor’s issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

8. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-6 or VIII.B-G of the Governing Document shall be deemed to be material violations to the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager’s Office no later than July 1st of each year following the year in which the

District was created, containing the information set forth in Section IX of the Governing Document.

10. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

11. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

12. Maximum Property Tax Levy Imposition Term. Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 3
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

To the Town: Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737
Attn: Mayor’s Office
Phone: (435) 877-1190

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof

in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

Executed as of the date indicated on the first page of this Agreement.

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on February 17, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this _____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for
JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 3,**

By: _____
Mayor

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021.

NOTARY PUBLIC

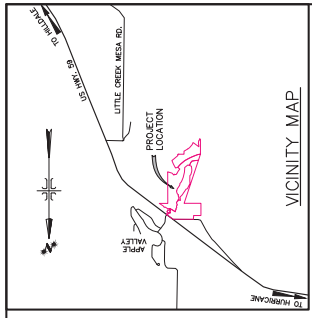
EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

**FINAL LOCAL ENTITY PLAT FOR
JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

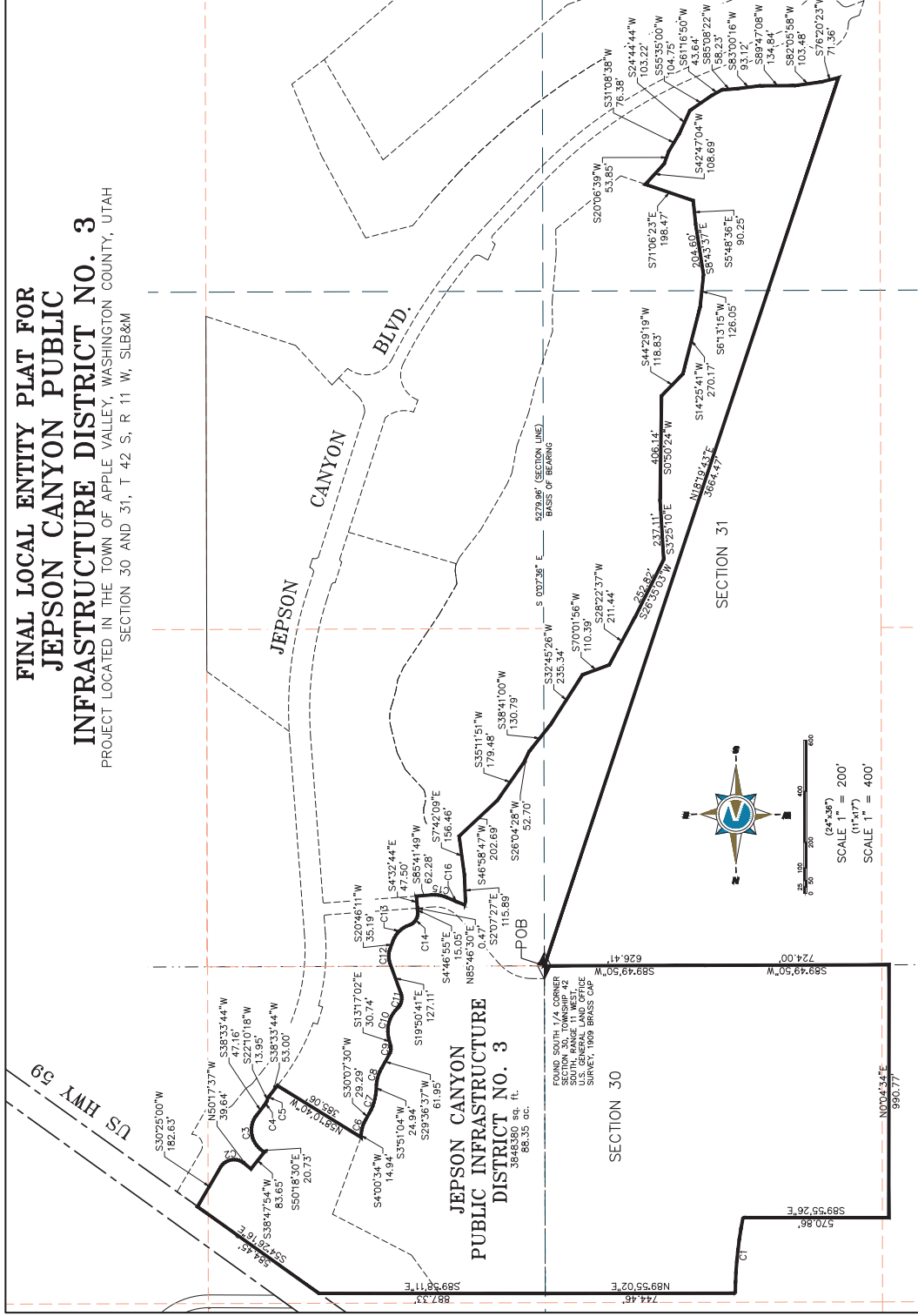


SURVEYOR'S CERTIFICATE
I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, LICENSE NO. 12345, UNDER CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, IN ACCORDANCE WITH TITLE 17, CHAPTER 22, SECTIONS 22-2-1 AND 22-2-2. I HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND DESCRIPTIONS ARE BEING HEREWATER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HERON LEGAL DESCRIPTION.

BOUNDARY DESCRIPTION
SEE SHEET 2 OF 2

KENNETH E. BARNEY, P.L.S.
DATE: _____

FOUND SOUTH 1/4 CORNER
SECTION 31, TOWNSHIP 42
SOUTH RANGE 11 WEST
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP



SEE SHEET 1 OF 2
RECORDED NUMBER

COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM, _____ DATE OF _____

TOWN OF APPLE VALLEY APPROVAL
I, _____, AS A FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON INFRASTRUCTURE DISTRICT NO. 3.

WITNES:
TOWN OF APPLE VALLEY, UTAH

ATTEST: _____
COUNTY SURVEYOR
WASHINGTON COUNTY, UTAH


Northern Engineering Inc.
ENGINEERING-PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N., SUITE 100
CODY, WY 82401
(801) 802-8992

DATE OF PREPARATION: DEC. 08, 2020

DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 1. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	<u>3.75%</u>	<u>40,558</u>
Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>	<u>45,966</u>



 Kent Ohlsen

JURAT

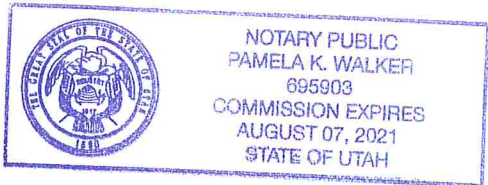
STATE OF UTAH)
 ss:
 COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 10 day of February 2021 by
 Kent Ohlsen.

Witness my hand and official seal.




 NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 2. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	<u>3.75%</u>	<u>40,558</u>
Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>	<u>45,966</u>




 Kent Ohlsen

JURAT

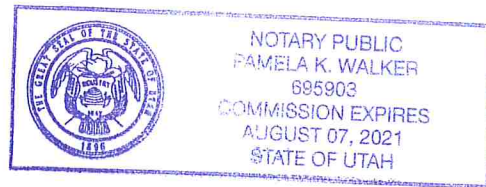
STATE OF UTAH)
 ss:
 COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 10 day of February, 2021 by
 Kent Ohlsen.

Witness my hand and official seal.



 NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 3. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	<u>3.75%</u>	<u>40,558</u>
Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>	<u>45,966</u>



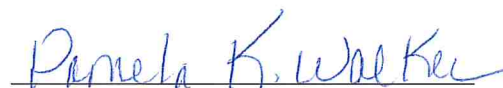
 Kent Ohlsen

JURAT

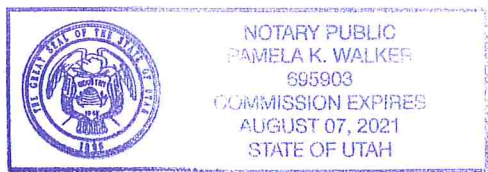
STATE OF UTAH)
 ss:
 COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 10 day of February, 2021 by Kent Ohlsen.

Witness my hand and official seal.




 NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 1. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	3.75%	\$ 40,558
Jepson Canyon Resort Development Co., Inc.	4.25%	\$ 45,960



David Calder

JURAT

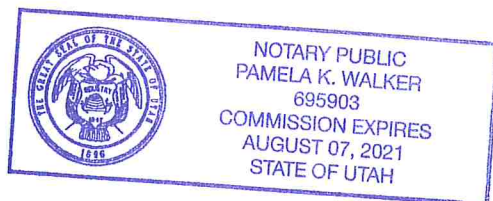
STATE OF UTAH)
 ss:
COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 10 day of February, 2021 by David Calder.

Witness my hand and official seal.



NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 3. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	3.75%	\$ 40,558
Jepson Canyon Resort Development Co., Inc.	4.25%	\$ 45,966

David Calder

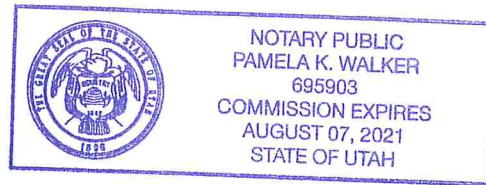
JURAT

STATE OF UTAH)
 ss:
COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 10 day of February, 2021 by David Calder.

Witness my hand and official seal.


Pamela K. Walker
NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 2. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	<u>3.75%</u>	<u>\$ 40,558</u>
Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>	<u>\$ 45,966</u>



David Calder

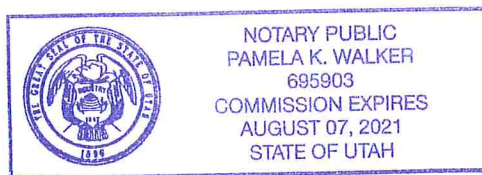
JURAT

STATE OF UTAH)
 ss:
COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 10 day of February, 2021 by David Calder.

Witness my hand and official seal.

Pamela K. Walker
NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 2. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	<u>91.89%</u>	<u>\$993,837</u>
Jepson Canyon Resort Development Co., Inc.	<u>70.79%</u>	<u>\$765,630</u>

Henry Isaksen Jr
Henry Isaksen, Jr.

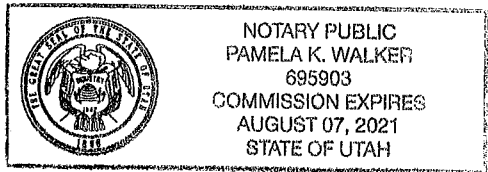
JURAT

STATE OF UTAH)
 ss:
COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 9 day of February, 2021 by Henry Isaksen, Jr.

Witness my hand and official seal.

Pamela K. Walker
NOTARY PUBLIC



DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1205, 67-16-7, and 67-16-8 of the Utah Code, I make this sworn statement under oath to disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 1. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>	<u>Value</u>
Little Creek Land Company, LLC	<u>91.89%</u>	<u>\$ 993,837</u>
Jepson Canyon Resort Development Co., Inc.	<u>70.79%</u>	<u>\$ 765,630</u>

Henry Isaksen Jr.
Henry Isaksen, Jr.

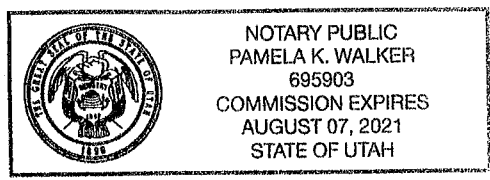
JURAT

STATE OF UTAH)
 ss:
COUNTY OF WASHINGTON)

Subscribed and sworn to before me on this 9 day of February, 2021 by Henry Isaksen, Jr.

Witness my hand and official seal.

Pamela K. Walker
NOTARY PUBLIC



DRAFT
PRIVILEGED SETTLEMENT NEGOTIATIONS
NOT ADMISSABLE

CANAAN SPRINGS WATER RIGHTS AND DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between **BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT, a Utah special service district (“SSD”), and KENSTAL, LLC (“KENSTAL”)** and or assigns (collectively “Parties”).

WHEREAS, the parties hereto, in an effort to resolve legal misunderstandings and disputes that have arisen between them, desire with this Agreement to resolve said issues; and

WHEREAS, KENSTAL owns or has a beneficial interest in certain water rights listed in Exhibit A (“Water Rights”) located within the service area of SSD and originating in the source area known as Canaan Springs (“Springs”); and

WHEREAS, SSD has recently acquired other water rights (“Canaan Springs Rights”) also originating in the Springs and has received federal funding to improve said Springs; and

WHEREAS, SSD desires to acquire title to Water Rights from KENSTAL in order to consolidate ownership and control of all water rights originating from the Springs; and,

WHEREAS, KENSTAL is willing to convey Water Rights to SSD together with Canaan Springs Water to hold as a “Water Bank” for present and future development of KENSTAL’s real property within SSD’s service area; and

WHEREAS, SSD desires to obtain additional federal financing to continue to improve said Springs and install infrastructure to bring Springs water into the SSD system; and

WHEREAS, KENSTAL desires to receive a proportionate share of any increase in the flow and capacity of Springs (formula to be determined) as partial consideration for KENSTAL’s conveyance of Water Rights; and

WHEREAS, PARTIES desire to determine the formula and criteria for receiving KENSTAL’s new water connections for development of all KENSTAL’s property based on Water Rights and Canaan Springs Water; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Water Bank.** KENSTAL agrees to convey to SSD the Water Rights by deed

attached as Exhibit A for the exclusive benefit of KENSTAL, subject to the terms and conditions contained herein below. KENSTAL warrants that KENSTAL has good title to the Water Rights listed in Exhibit A, and that the Water Rights are free and clear of any liens or other encumbrances, except as specifically noted herein.

2. Reciprocal Easements. KENSTAL shall convey to SSD the easement described in Exhibit B. SSD shall assign to KENSTAL, rights of access under the BLM/Wilderness Land Lease Agreement, attached as exhibit C.

3. Will Serve Letter. Upon receipt of the conveyance of the Water Rights, SSD shall issue a Will Serve Letter to KENSTAL committing to provide residential connections for KENSTAL's proposed new subdivisions. The number of ERC's or equivalent residential connections committed by the SSD shall be based on the SSD's policies and KENSTAL demonstrating compliance with conservation and usage requirements as published by SSD. These requirements provide for one ERC per acre lot to .5 ERC for smaller than 1 acre lots. See Exhibit D.

4. Canaan Springs Source Development. SSD shall continue to develop and improve additional Spring sites where mutual Water Rights exist. KENSTAL will release Water Rights from the water bank to the SSD. The Water Rights released to the SSD will be committed to Kenstal in the form of will serve letter, adding allocation of water to service KENSTAL's development projects. The will serve commitment will, as stated in paragraph 3 of this agreement, be subject to the range of one ERC per acre lot to .5 ERC for smaller lots by adherence to the SSD conservation policy.

5. Closing. On or before February 25, 2021 KENSTAL shall transfer title to Water rights listed in Exhibit A to SSD and SSD shall deliver the will serve letter to KENSTAL.

6. Springs Water Reservation. SSD shall reserve all the Canaan Springs water ("Springs Water") including Water Rights, and the rights acquired from Canaan Spring Water Company, for use within the SSD service area and make such Water Rights available to be used exclusively to KENSTAL's additional real property holdings.

7. Contingencies. In the event that SSD shall be purchased, acquired or taken over by Washington County Water Conservancy District, or any other person or entity, KENSTAL shall be treated as a secured creditor in the amount of the number of unallocated acre feet of Springs Rights times the greater of fair market value or \$10,000.00 per acre foot and shall have the right to require payment in full upon the closing of any such transaction. In the event of dissolution of SSD, any Water Rights unallocated at that time shall be distributed back to KENSTAL, together with an assignment of the BLM lease agreement that provides access to the physical Springs.

8. Settlement, Release and Indemnification. Each party waives, releases, relinquishes and indemnifies for any actual or potential right, claim or cause of action against the other party, including or not limited to, asserting a claim against any employees, officers and directors of the other party as otherwise provided for in this agreement or arising hereunder.

9. Dispute Resolution. Any dispute arising between the parties under this agreement shall be governed by the laws of the State of Utah. The parties hereto agree to submit any such dispute to mediation prior to any judicial proceedings being commenced. The prevailing party in any such dispute, whether by mediation or judicial decree, shall be entitled to recover attorneys' fees and cost incurred in the enforcement of the terms of this agreement.

The foregoing constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed this _____ day of _____, 2021.

KENSTAL:

Kenstal LLC

By: _____ Date: _____
Kendra Webb Member Manager

SSD:

Big Plains Water and Sewer Special Service District

By: _____ Date: _____

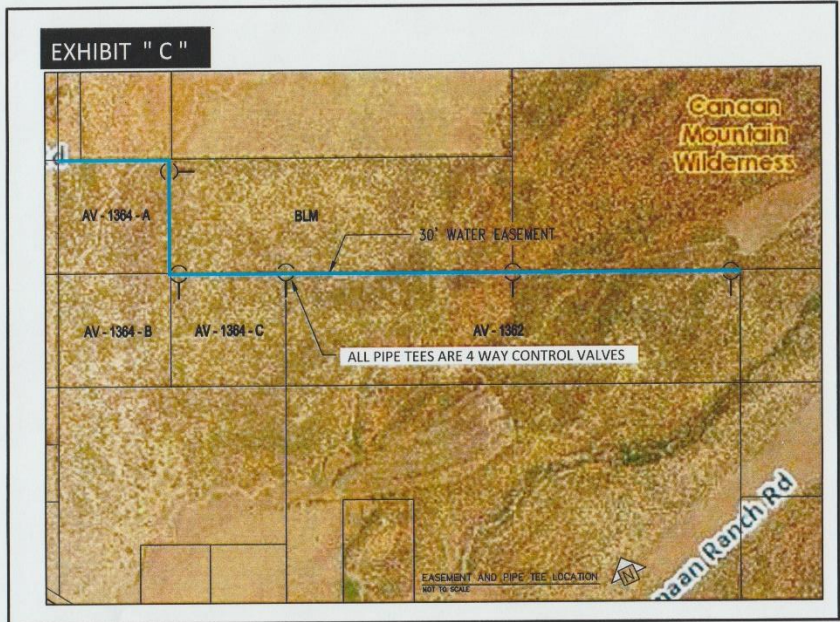
Acknowledged and Agreed:

Town of Apple Valley

By: _____ Date: _____

EXHIBIT A

<u>Water Right #</u>	<u>Quantity (acre feet)</u>
81-1526	15.41
81-2850	7.99



Town of Apple Valley
Invoice Register - 1/1/2021 to 1/31/2021 - All Invoices

Item 12.

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
1338419373	Adobe	DEBIT	1/27/2021	1/27/2021	\$16.28			
					16.28	104141.270	Admin Utilities	Adobe Software
01/22/2021	Amazon.com	DEBIT	1/27/2021	1/27/2021	(\$29.97)			
					-29.97	104141.240	Admin Office supplies	Amazon Refund
1440244	Amazon.com	DEBIT	1/5/2021	1/5/2021	\$36.40			
					36.40	104141.240	Admin Office supplies	Folders
1847454	Amazon.com	DEBIT	1/5/2021	1/5/2021	\$58.32			
					58.32	104141.240	Admin Office supplies	Binders
1871423	Amazon.com	DEBIT	1/5/2021	1/5/2021	\$33.00			
					33.00	104141.240	Admin Office supplies	Binder Dividers for Bank Rec
2949831	Amazon.com	DEBIT	1/21/2021	1/21/2021	\$93.69			
					93.69	104141.240	Admin Office supplies	Office Supplies
4164267	Amazon.com	DEBIT	1/21/2021	1/21/2021	\$485.40			
					485.40	104141.250	Admin Equipment maintenance	Reorder of Motherboard for Serv
4939465	Amazon.com	DEBIT	1/5/2021	1/5/2021	\$8.95			
					8.95	104141.240	Admin Office supplies	Ink for Stamps
5117017	Amazon.com	DEBIT	1/5/2021	1/5/2021	\$51.08			
					51.08	104141.240	Admin Office supplies	Binders
9956210	Amazon.com	DEBIT	1/21/2021	1/21/2021	\$16.20			
					16.20	104141.240	Admin Office supplies	Office Supplies
	Vendor Total:				\$753.07			
287282963359x0	AT&T	4714	1/12/2021	1/12/2021	\$368.36			
					368.36	104141.280	Admin Telephone and Internet	November and December Cell P
01212021	Big Plains Water and Sewer SSD	4718	1/14/2021	1/14/2021	\$30,898.96			
					24,718.50	102340	Due To/Big Plains Water Payabl	Water December
					4,114.46	102340	Due To/Big Plains Water Payabl	Water standby December
					466.00	102340	Due To/Big Plains Water Payabl	Bulk Meter December
					1,600.00	102340	Due To/Big Plains Water Payabl	Connection Fee December
012121	Big Plains Water and Sewer SSD	4718	1/14/2021	1/14/2021	\$52,027.39			
					263.08	102340	Due To/Big Plains Water Payabl	Connection Fee
					3,020.20	102340	Due To/Big Plains Water Payabl	Bulk meter November
					4,827.95	102340	Due To/Big Plains Water Payabl	Water Standby November
					28,817.16	102340	Due To/Big Plains Water Payabl	Water Receipts November
					11,024.00	102340	Due To/Big Plains Water Payabl	Water Impact Fee November
					4,000.00	102340	Due To/Big Plains Water Payabl	Water Rights November
					75.00	102340	Due To/Big Plains Water Payabl	Will Serve Letter November
	Vendor Total:				\$82,926.35			
001316	Blackburn Propane	4719	1/14/2021	1/14/2021	\$659.87			
					659.87	104141.270	Admin Utilities	347 Gallons propane
0108	EasyDNS	DEBIT	1/8/2021	1/8/2021	\$0.20			
					0.20	104141.280	Admin Telephone and Internet	Domain Registration
01082021	EasyDNS	DEBIT	1/5/2021	1/5/2021	\$19.95			
					19.95	104141.280	Admin Telephone and Internet	Domain Registration
	Vendor Total:				\$20.15			
33 - 2017 F550 V	Ford Motor Credit Company	01062110	1/6/2021	1/6/2021	\$1,122.15			
					145.13	104220.610	Fire Interest	Interest - 2017 F550 Vehicle Lea
					977.02	104220.620	Fire Principal	Principal - 2017 F550 Vehicle Le
10459	Gregco Commercial Door & Hardware	4731	1/21/2021	1/21/2021	\$1,475.76			
					1,475.76	414141.740	Capital Outlay expenses	Park Bathrooms

Town of Apple Valley
Invoice Register - 1/1/2021 to 1/31/2021 - All Invoices

Item 12.

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
21456	Hooray! The Engraving Shoppe	4720	1/12/2021	1/12/2021	\$15.00			
					15.00	104141.240	Admin Office supplies	Name Plate for Planning Commi
PR010921-144	Internal Revenue Service		1/15/2021	1/15/2021	\$960.10			
					596.58	102221	Accrued SS, MC & FWT payabl	Social Security Tax
					139.56	102221	Accrued SS, MC & FWT payabl	Medicare Tax
					223.96	102221	Accrued SS, MC & FWT payabl	Federal Income Tax
PR012321-144	Internal Revenue Service		1/29/2021	1/29/2021	\$1,055.47			
					631.98	102221	Accrued SS, MC & FWT payabl	Social Security Tax
					147.82	102221	Accrued SS, MC & FWT payabl	Medicare Tax
					275.67	102221	Accrued SS, MC & FWT payabl	Federal Income Tax
	Vendor Total:				\$2,015.57			
012121	Jorgensen, Gerald & Wenn		1/21/2021	1/21/2021	\$50.00			
					50.00	104415.560	Public Works Equipment fuel	Reimbursement Diesel for Back
Refund: 403	McFadden, Gary & Kathleen	4712	1/13/2021	1/13/2021	\$2,607.44			
					2,607.44	101311	Accounts receivable	Refund: 403 - McFadden, Gary
012121	Pledger, Taylor	4722	1/21/2021	1/21/2021	\$74.97			
					74.97	104141.240	Admin Office supplies	Reimbursment for Tax Forms
233-000680111	Republic Services	4715	1/12/2021	1/12/2021	\$95.81			
					95.81	104141.270	Admin Utilities	Park Portable Toilet 12/01-12/31
590035	Revco Leasing	4716	1/12/2021	1/12/2021	\$461.38			
					461.38	104141.250	Admin Equipment maintenance	Printer Monthly Lease
Refund: 1200	Simmerman, Glenn	4735	1/26/2021	1/26/2021	\$164.43			
					164.43	101311	Accounts receivable	Refund: 1200 - Simmerman, Gle
01122021	South Central Communications	4723	1/12/2021	1/12/2021	\$390.07			
					390.07	104141.280	Admin Telephone and Internet	Phone and Internet
01212021	Staples, Inc	DEBIT	1/18/2021	1/18/2021	\$66.37			
					66.37	104141.240	Admin Office supplies	Office Supplies
01212021	Steamroller Copies	DEBIT	1/18/2021	1/18/2021	\$198.27			
					198.27	104141.240	Admin Office supplies	Printing Services
53756	Supreme Green	4728	1/26/2021	1/26/2021	\$200.00			
					200.00	104540.250	Park/Rec Department supplies	Fertilizer - Gateway and Park
Refund: 1403	Taylor, Halie	4737	1/21/2021	1/21/2021	\$1,575.75			
					1,575.75	101311	Accounts receivable	Refund: 1403 - Taylor, Halie
1355	Unlimited Lath and Plaster	4724	1/21/2021	1/21/2021	\$2,500.00			
					2,500.00	104540.740	Parks Capital outlay	Park Bathroom stucco
PR010921-326	Utah State Tax Commission		1/15/2021	1/15/2021	\$165.44			
					165.44	102222	Accrued SWT payable	State Income Tax
PR012321-326	Utah State Tax Commission		1/29/2021	1/29/2021	\$195.36			
					195.36	102222	Accrued SWT payable	State Income Tax
	Vendor Total:				\$360.80			
98385	Washington County Solid Waste	4717	1/12/2021	1/12/2021	\$3,646.05			
					3,646.05	104420.460	Solid Waste Service	Solid Waste
19 - 2008 Dump	Zions Bank	01262112	1/26/2021	1/26/2021	\$880.37			
					783.10	104410.810	Road Principal	Principal - 2008 Dump Truck
					97.27	104410.820	Road Interest	Interest - 2008 Dump Truck
12621	Zolg, David	4726	1/26/2021	1/26/2021	\$165.59			
					165.59	104220.110	Fire Salaries & wages	garnishment overpayment

Town of Apple Valley
Invoice Register - 1/1/2021 to 1/31/2021 - All Invoices

Item 12.

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
63754643	Zoom Video Communications Inc.	DEBIT	1/18/2021	1/18/2021	\$58.54			
					58.54	104141.240	Admin Office supplies	ZOOM
		Total:			\$102,868.40			
					4,347.62	101311	GL Account Summary	
					2,015.57	102221	Accounts receivable	
					360.80	102222	Accrued SS, MC & FWT payabl	
					82,926.35	102340	Accrued SWT payable	
					680.82	104141.240	Due To/Big Plains Water Payabl	
					946.78	104141.250	Admin Office supplies	
					771.96	104141.270	Admin Equipment maintenance	
					778.58	104141.280	Admin Utilities	
					165.59	104220.110	Admin Telephone and Internet	
					145.13	104220.610	Fire Salaries & wages	
					977.02	104220.620	Fire Interest	
					783.10	104410.810	Fire Principal	
					97.27	104410.820	Road Principal	
					50.00	104415.560	Road Interest	
					3,646.05	104420.460	Public Works Equipment fuel	
					200.00	104540.250	Solid Waste Service	
					2,500.00	104540.740	Park/Rec Department supplies	
					101,392.64		Parks Capital outlay	
							Total	
					1,475.76	414141.740	Capital Outlay expenses	
					\$102,868.40		GL Account Summary Total	

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 General property taxes-current	108,647.87	0.00	115,427.64	104,098.00	110.88%
3120 Prior year's taxes-delinquent	6,554.61	0.00	5,229.28	8,000.00	65.37%
3130 General sales and use taxes	69,693.33	0.00	81,884.43	85,000.00	96.33%
3140 Energy and communication taxes	22,658.83	3,516.04	22,844.02	34,200.00	66.80%
3150 RAP Tax	6,647.39	1,292.69	8,325.55	9,000.00	92.51%
3160 Transient Taxes	1,130.61	0.00	2,864.09	1,500.00	190.94%
3170 Fee in lieu of personal property taxes	3,148.46	0.00	6,043.08	8,500.00	71.10%
3190 Highway/Transit Tax	2,797.84	0.00	7,452.12	9,600.00	77.63%
Total Taxes	221,278.94	4,808.73	250,070.21	259,898.00	96.22%
Licenses and permits					
3210 Business licenses	1,975.00	900.00	2,550.00	3,400.00	75.00%
3221 Building Permits-Fee	20,477.92	0.00	74,596.28	15,091.00	494.31%
3222 Building Permits-Non Surcharge	2,843.44	0.00	2,769.26	2,264.00	122.32%
3223 Building permit - HCP Valuation	(1,732.42)	0.00	0.00	0.00	0.00%
3225 Animal licenses	730.00	10.00	380.00	700.00	54.29%
Total Licenses and permits	24,293.94	910.00	80,295.54	21,455.00	374.25%
Intergovernmental revenue					
3342 Fire Dept-State Wildland Grant	0.00	0.00	0.00	10,000.00	0.00%
3356 Class "C" road allotment	59,031.22	0.00	55,253.04	72,000.00	76.74%
3358 Liquor control profits	845.23	0.00	0.00	800.00	0.00%
3370 State Grants	10,900.95	0.00	3,588.50	45,000.00	7.97%
3373 CARES Revenue	0.00	0.00	72,089.00	0.00	0.00%
Total Intergovernmental revenue	70,777.40	0.00	130,930.54	127,800.00	102.45%
Charges for services					
3410 Clerical services	25.00	0.00	0.00	0.00	0.00%
3415 SSD Payroll Services	0.00	0.00	4,612.40	30,000.00	15.37%
3416 Other Interdepartmental Charges	0.00	0.00	250.00	0.00	0.00%
3420 Fire Department Contracts	0.00	0.00	7,513.50	0.00	0.00%
3431 Zoning and subdivision fees	21,314.50	0.00	21,171.00	15,000.00	141.14%
3440 Solid waste	29,621.58	0.00	26,575.00	48,750.00	54.51%
3441 Storm Drainage	25,941.37	7.14	23,565.06	38,880.00	60.61%
3461 GRAMA requests	113.50	0.00	55.00	0.00	0.00%
3470 Park and recreation fees	55.00	0.00	30.00	0.00	0.00%
3615 Late charges	2,429.00	(4.23)	982.00	2,000.00	49.10%
Total Charges for services	79,499.95	2.91	84,753.96	134,630.00	62.95%
Fines and forfeitures					
3510 Fines	3,647.54	88.54	1,553.39	4,800.00	32.36%
Total Fines and forfeitures	3,647.54	88.54	1,553.39	4,800.00	32.36%
Interest					
3610 Interest earnings	4,596.45	0.00	613.54	4,800.00	12.78%
Total Interest	4,596.45	0.00	613.54	4,800.00	12.78%
Miscellaneous revenue					
3640 Sale of capital assets	0.00	0.00	0.00	2,000.00	0.00%
3690 Sundry revenue	270.00	0.00	5,125.01	0.00	0.00%
3692 Fire department fundraisers	1,200.00	0.00	1,000.00	800.00	125.00%
3697 Park department fundraisers	6,049.19	0.00	0.00	800.00	0.00%
3801.1 Impact fees - Fire	472.00	0.00	354.00	472.00	75.00%
3801.3 Impact fees - roadways	4,112.00	0.00	3,084.00	4,112.00	75.00%
3801.4 Impact fees - culinary water	0.00	0.00	6,260.00	0.00	0.00%
3801.6 Impact fees - storm water	2,418.31	0.00	3,949.12	1,376.00	287.00%
3801.7 Impact fees - parks, trails, OS	1,128.00	0.00	846.00	1,128.00	75.00%
Total Miscellaneous revenue	15,649.50	0.00	20,618.13	10,688.00	192.91%
Contributions and transfers					
3802.7 Contributions - parks and recreation	0.00	69.26	69.26	0.00	0.00%
3890 Fund balance appropriation	0.00	0.00	0.00	15,000.00	0.00%
Total Contributions and transfers	0.00	69.26	69.26	15,000.00	0.46%
Total Revenue:	419,743.72	5,879.44	568,904.57	579,071.00	98.24%
Expenditures:					
General government					

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Council					
4111.110 Council Salaries and wages	3,675.00	225.00	2,267.04	17,200.00	13.18%
4111.130 Council Employee benefits	57.56	17.22	458.81	1,316.00	34.86%
4111.210 Council Travel Reimbursement	1,106.68	129.92	835.16	2,040.00	40.94%
4111.220 Council Training	370.00	0.00	0.00	1,850.00	0.00%
4111.610 Council Donations and discretionary spending	0.00	0.00	0.00	500.00	0.00%
Total Council	5,209.24	372.14	3,561.01	22,906.00	15.55%
Administrative					
4141.110 Admin Salaries and wages	52,691.11	2,905.28	43,695.75	85,000.00	51.41%
4141.130 Admin Employee benefits	4,836.13	222.26	5,286.77	13,403.00	39.44%
4141.140 Admin Employee Retirement - GASB 68	6,984.86	0.00	1,160.49	4,616.00	25.14%
4141.210 Admin Dues, subs & memberships	473.18	0.00	297.50	700.00	42.50%
4141.220 Admin Public notices	492.39	44.25	187.95	800.00	23.49%
4141.230 Admin Clerk training	654.00	0.00	0.00	900.00	0.00%
4141.240 Admin Office supplies	2,453.34	0.00	4,166.50	3,550.00	117.37%
4141.250 Admin Equipment maintenance	3,326.33	(53.36)	5,309.55	5,048.00	105.18%
4141.260 Admin Building & ground maintenance	415.49	0.00	2,790.36	1,000.00	279.04%
4141.270 Admin Utilities	3,165.85	(58.54)	6,045.84	4,430.00	136.47%
4141.280 Admin Telephone and Internet	7,266.92	421.10	4,522.79	10,646.00	42.48%
4141.290 Admin Postage	2,870.10	0.00	1,382.20	2,970.00	46.54%
4141.320 Admin Engineering/Professional Fees	22,651.90	0.00	12,000.00	55,000.00	21.82%
4141.330 Admin Legal Wages and Contract Labor	29,082.44	1,691.21	16,355.91	55,000.00	29.74%
4141.340 Admin Accounting	3,998.66	0.00	4,796.75	4,000.00	119.92%
4141.350 Building Inspector Fees	14,603.91	0.00	7,125.99	13,151.00	54.19%
4141.390 Admin Bank service charges	2,603.37	0.00	(2,154.37)	3,600.00	-59.84%
4141.410 Admin Insurance	9,813.26	0.00	696.04	10,000.00	6.96%
4141.490 Admin Travel reimbursements	154.86	0.00	0.00	500.00	0.00%
4141.500 Admin Weed abatement	975.00	0.00	1,063.00	0.00	0.00%
4141.550 Admin Cares Act	0.00	0.00	56,334.53	0.00	0.00%
4170 Elections	867.21	0.00	0.00	0.00	0.00%
Total Administrative	170,380.31	5,172.20	171,063.55	274,314.00	62.36%
Total General government	175,589.55	5,544.34	174,624.56	297,220.00	58.75%
Public safety					
Police					
4210.110 Police Salaries & wages	0.00	3,780.00	7,560.00	15,000.00	50.40%
4210.250 Police Expenditures	0.00	0.00	1.00	0.00	0.00%
4253.250 Animal Control Supplies	62.90	0.00	62.90	100.00	62.90%
Total Police	62.90	3,780.00	7,623.90	15,100.00	50.49%
Fire					
4220.110 Fire Salaries & wages	13,338.54	784.62	13,967.51	20,400.00	68.47%
4220.130 Fire Employee Benefits	1,173.11	60.03	1,055.94	1,621.00	65.14%
4220.230 Fire Travel & mileage	282.05	0.00	0.00	300.00	0.00%
4220.240 Fire Office expenses	0.00	0.00	75.87	0.00	0.00%
4220.250 Fire Equipment maintenance & repairs	209.66	0.00	125.58	300.00	41.86%
4220.260 Fire Rent expense	741.60	0.00	763.85	750.00	101.85%
4220.360 Fire Training	310.39	0.00	0.00	800.00	0.00%
4220.450 Fire Small Equip/Supplies	1,129.92	0.00	44.52	1,200.00	3.71%
4220.460 Fire Supplies-Fundraisers	0.00	0.00	0.00	200.00	0.00%
4220.465 Fire Gear	670.00	0.00	1,737.50	2,500.00	69.50%
4220.475 Fire Other Grant Expenditures	962.89	0.00	0.00	0.00	0.00%
4220.550 Fire Cares Act	0.00	0.00	15,429.00	0.00	0.00%
4220.560 Fire Equipment Fuel	1,053.74	0.00	408.48	1,800.00	22.69%
4220.610 Fire Interest	1,701.52	0.00	1,116.32	2,362.00	47.26%
4220.620 Fire Principal	7,275.68	0.00	6,738.73	11,103.00	60.69%
4220.740 Fire Capital outlay	0.00	0.00	0.00	5,000.00	0.00%
Total Fire	28,849.10	844.65	41,463.30	48,336.00	85.78%
Total Public safety	28,912.00	4,624.65	49,087.20	63,436.00	77.38%
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	15.00	0.00	0.00	3,500.00	0.00%
4410.130 Road Employee benefits	1.15	0.00	0.00	268.00	0.00%
4410.380 Road Department Services	350.00	0.00	0.00	0.00	0.00%
4410.450 Road Department Supplies	651.06	0.00	0.00	1,000.00	0.00%
4410.550 Road Equipment Maintenance	3,785.84	0.00	2,858.90	10,000.00	28.59%

Town of Apple Valley
Operational Budget Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4410.560 Road Equipment Fuel	3,945.18	0.00	641.28	5,400.00	11.88%
4410.740 Road Capital outlay	20,335.00	0.00	14,592.90	51,000.00	28.61%
4410.810 Road Principal	38,016.76	0.00	37,436.14	41,113.00	91.06%
4410.820 Road Interest	32,451.27	0.00	31,351.48	32,076.00	97.74%
4415.110 Public Works Wages and Contract Labor	1,447.50	0.00	1,530.00	2,500.00	61.20%
4415.130 Public Works Employee benefits	116.51	0.00	2.30	191.00	1.20%
4415.450 Public Works Supplies	2,365.86	0.00	370.81	300.00	123.60%
4415.550 Public Works Equipment Maintenance	646.44	0.00	58.96	500.00	11.79%
4415.560 Public Works Equipment fuel	557.57	0.00	250.00	500.00	50.00%
4415.570 Public Works Travel Reimbursement	101.76	0.00	0.00	200.00	0.00%
4415.710 Public Works Interest	2,199.36	0.00	1,679.50	1,680.00	99.97%
4415.720 Public Works Principle	13,860.64	0.00	14,380.50	14,381.00	100.00%
Total Highways	120,846.90	0.00	105,152.77	164,609.00	63.88%
Sanitation					
4420.460 Solid Waste Service	32,353.50	80.00	22,334.00	44,445.00	50.25%
Total Sanitation	32,353.50	80.00	22,334.00	44,445.00	50.25%
Total Highways and public improvements	153,200.40	80.00	127,486.77	209,054.00	60.98%
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	2,465.00	0.00	4,380.00	4,560.00	96.05%
4540.250 Park/Rec Department supplies	461.76	0.00	370.00	500.00	74.00%
4540.740 Parks Capital outlay	2,650.85	0.00	7,848.39	4,000.00	196.21%
Total Parks	5,577.61	0.00	12,598.39	9,060.00	139.06%
Total Parks, recreation, and public property	5,577.61	0.00	12,598.39	9,060.00	139.06%
Transfers					
4811 Transfer to Fund Balance	0.00	0.00	0.00	301.00	0.00%
Total Transfers	0.00	0.00	0.00	301.00	0.00%
Total Expenditures:	363,279.56	10,248.99	363,796.92	579,071.00	62.82%
Total Change In Net Position	56,464.16	(4,369.55)	205,107.65	0.00	0.00%

Town of Apple Valley
Operational Budget Report
41 Capital Projects Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Expenditures:					
Miscellaneous					
4141.740 Capital Outlay expenses	0.00	(1,465.00)	5,251.80	0.00	0.00%
Total Miscellaneous	0.00	(1,465.00)	5,251.80	0.00	0.00%
Total Expenditures:	0.00	(1,465.00)	5,251.80	0.00	0.00%
Total Change In Net Position	0.00	1,465.00	(5,251.80)	0.00	0.00%

Town of Apple Valley
Standard Financial Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
1111 SBSU Checking	56,602.13	15,121.95	268,673.84
1114 SBSU Checking-Fire	2,495.50	0.00	3,055.63
1121 PTIF 4358 General	112,414.36	0.00	92,542.96
1122 PTIF 5003 Impact Fees	38,142.18	0.00	40,014.23
1124 PTIF 8340 Gateway Debt Service	57,426.58	0.00	31,317.65
1125 PTIF 8635 Storm Drainage	109,655.67	0.00	109,753.35
1171 Petty cash	100.00	0.00	100.00
1175 Undeposited receipts	13,020.13	(53,751.35)	6,586.66
1191.1 Restricted cash	234,159.78	0.00	252,002.58
1191.2 Restricted cash offset	(234,159.78)	0.00	(252,002.58)
Total Cash and cash equivalents	389,856.55	(38,629.40)	552,044.32
Receivables			
1311 Accounts receivable	45,433.04	(3,655.33)	46,840.04
1325 Other receivables	11,476.74	0.00	11,476.74
1341 Assessment receivable	10,526.88	0.00	10,526.88
1351 Property tax receivable	107,618.00	0.00	84,320.31
1361 Sales tax receivable	0.00	0.00	23,297.69
Total Receivables	175,054.66	(3,655.33)	176,461.66
Total Current Assets	564,911.21	(42,284.73)	728,505.98
Total Assets:	564,911.21	(42,284.73)	728,505.98
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities			
2131 Accounts payable	(50,551.01)	5,752.08	1,291.87
2140 HCP payable	(2,749.33)	0.00	(5,506.71)
2141 UT State Construction Surcharge payable	0.00	0.00	(116.25)
2211 Accrued payroll payable	(5,903.32)	0.00	0.00
2212 Payroll Liability Clearing	(2,309.36)	0.00	0.00
2221 Accrued SS, MC & FWT payable	(2,224.86)	(1,009.60)	(3,025.17)
2222 Accrued SWT payable	(1,193.16)	(175.76)	(536.56)
2225 Other payroll liabilities payables	0.00	0.00	(165.59)
2330 Customer security deposits	(5,490.15)	(600.00)	(6,790.15)
2340 Due To/Big Plains Water Payable	(23,084.50)	33,948.46	(37,144.25)
2341 Due To Big Plains Water Other Payable	(4,200.00)	0.00	(4,200.00)
Total Current liabilities	(97,705.69)	37,915.18	(56,192.81)
Deferred revenue			
2380 Deferred revenues	(10,526.88)	0.00	(10,526.88)
2381 Deferred inflows - property tax	(107,618.00)	0.00	(107,618.00)
Total Deferred revenue	(118,144.88)	0.00	(118,144.88)
Long-term liabilities			
2501.1 Accrued interest	(25,310.61)	0.00	(25,310.61)
2502.2 Accrued interest offset	25,310.61	0.00	25,310.61
2513.1 2015 Gateway Bond issued	(1,318,000.00)	0.00	(1,318,000.00)
2513.2 2013 Gateway Bond Repaid	93,000.00	0.00	125,000.00
2513.3 2015 Gateway Bond Current	(29,000.00)	0.00	(29,000.00)
2513.4 2015 Gateway Bond Current Offset	29,000.00	0.00	29,000.00
2514.1 2017 Case Backhoe 580SN Issued	(77,000.00)	0.00	(77,000.00)
2514.2 2017 Case Backhoe 580SN Repaid	32,220.22	0.00	46,600.72
2514.3 2017 Case Backhoe 580SN Current	13,860.36	0.00	13,860.36
2514.4 2017 Case Backhoe 580SN Current Offset	(13,860.36)	0.00	(13,860.36)
2515.1 2017 Vehicle F550 Issued	(58,402.94)	0.00	(58,402.94)
2515.2 2017 Vehicle F550 Repaid	23,370.89	0.00	30,109.62
2515.3 2017 Vehicle F550 Current	10,968.52	0.00	10,968.52
2515.4 2017 Vehicle F550 Current offset	(10,968.52)	0.00	(10,968.52)
2516.1 2008 Dump Truck Issued	(48,073.50)	0.00	(48,073.50)
2516.2 2008 Dump Truck Repaid	9,075.83	0.00	14,511.97
2516.3 2008 Dump Truck Current	9,075.83	0.00	9,075.83
2516.4 2008 Dump Truck Current offset	(9,075.83)	0.00	(9,075.83)
2590 GLTD offset	1,343,809.50	0.00	1,285,254.13
Total Long-term liabilities	0.00	0.00	0.00

Town of Apple Valley
Standard Financial Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Total Liabilities:	(215,850.57)	37,915.18	(174,337.69)
Equity - Paid In / Contributed			
2711 Restricted - RAP Funds	(10,011.42)	0.00	(8,386.09)
2712 Restricted - Bond Fund	(46,968.75)	0.00	(57,406.25)
2713 Restricted - Bond Reserve	(28,633.28)	0.00	(30,422.86)
2715 Assigned - Storm Drainage	(103,115.58)	0.00	(109,753.35)
2720 Assigned - Fire Dept. Special	(2,495.50)	0.00	(3,055.63)
2770 Assigned - Reserve for Scholarship	(2,964.18)	0.00	(2,964.18)
2794 Impact Fees - Parks, Trails, OS	(1,378.31)	0.00	(1,362.85)
2795 Impact Fees - Fire	(5,128.93)	0.00	(5,156.73)
2797 Impact Fees - Roadways	(33,463.83)	0.00	(33,494.66)
2981 Unassigned Fund balance	(114,900.86)	4,369.55	(302,165.69)
Total Equity - Paid In / Contributed	(349,060.64)	4,369.55	(554,168.29)
Total Liabilities and Fund Equity:	(564,911.21)	42,284.73	(728,505.98)
Total Net Position	0.00	0.00	0.00

Town of Apple Valley
Standard Financial Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Change In Net Position					
Revenue:					
Taxes					
3110 General property taxes-current	109,681.76	0.00	115,427.64	104,098.00	104,098.00
3120 Prior year's taxes-delinquent	14,975.22	0.00	5,229.28	8,000.00	8,000.00
3130 General sales and use taxes	118,486.33	0.00	81,884.43	85,000.00	85,000.00
3140 Energy and communication taxes	34,163.67	3,516.04	22,844.02	34,200.00	34,200.00
3150 RAP Tax	11,612.18	1,292.69	8,325.55	9,000.00	9,000.00
3160 Transient Taxes	2,117.20	0.00	2,864.09	1,500.00	1,500.00
3170 Fee in lieu of personal property taxes	6,821.22	0.00	6,043.08	8,500.00	8,500.00
3190 Highway/Transit Tax	7,182.50	0.00	7,452.12	9,600.00	9,600.00
Total Taxes	305,040.08	4,808.73	250,070.21	259,898.00	259,898.00
Licenses and permits					
3210 Business licenses	3,175.00	900.00	2,550.00	3,400.00	3,400.00
3221 Building Permits-Fee	32,586.75	0.00	74,596.28	15,091.00	15,091.00
3222 Building Permits-Non Surcharge	4,631.83	0.00	2,769.26	2,264.00	2,264.00
3223 Building permit - HCP Valuation	(1,732.42)	0.00	0.00	0.00	0.00
3225 Animal licenses	800.00	10.00	380.00	700.00	700.00
Total Licenses and permits	39,461.16	910.00	80,295.54	21,455.00	21,455.00
Intergovernmental revenue					
3342 Fire Dept-State Wildland Grant	0.00	0.00	0.00	10,000.00	10,000.00
3356 Class "C" road allotment	86,620.27	0.00	55,253.04	72,000.00	72,000.00
3358 Liquor control profits	845.23	0.00	0.00	800.00	800.00
3370 State Grants	33,174.99	0.00	3,588.50	45,000.00	45,000.00
3373 CARES Revenue	0.00	0.00	72,089.00	0.00	0.00
Total Intergovernmental revenue	120,640.49	0.00	130,930.54	127,800.00	127,800.00
Charges for services					
3410 Clerical services	25.00	0.00	0.00	0.00	0.00
3415 SSD Payroll Services	0.00	0.00	4,612.40	30,000.00	30,000.00
3416 Other Interdepartmental Charges	0.00	0.00	250.00	0.00	0.00
3420 Fire Department Contracts	0.00	0.00	7,513.50	0.00	0.00
3431 Zoning and subdivision fees	28,174.50	0.00	21,171.00	15,000.00	15,000.00
3440 Solid waste	44,467.80	0.00	26,575.00	48,750.00	48,750.00
3441 Storm Drainage	38,948.95	7.14	23,565.06	38,880.00	38,880.00
3461 GRAMA requests	156.00	0.00	55.00	0.00	0.00
3470 Park and recreation fees	80.00	0.00	30.00	0.00	0.00
3615 Late charges	3,231.66	(4.23)	982.00	2,000.00	2,000.00
Total Charges for services	115,083.91	2.91	84,753.96	134,630.00	134,630.00
Fines and forfeitures					
3510 Fines	5,886.03	88.54	1,553.39	4,800.00	4,800.00
Total Fines and forfeitures	5,886.03	88.54	1,553.39	4,800.00	4,800.00
Interest					
3610 Interest earnings	6,661.64	0.00	613.54	4,800.00	4,800.00
Total Interest	6,661.64	0.00	613.54	4,800.00	4,800.00
Miscellaneous revenue					
3640 Sale of capital assets	0.00	0.00	0.00	2,000.00	2,000.00
3690 Sundry revenue	277.70	0.00	5,125.01	0.00	0.00
3692 Fire department fundraisers	1,200.00	0.00	1,000.00	800.00	800.00
3697 Park department fundraisers	6,049.19	0.00	0.00	800.00	800.00
3801.1 Impact fees - Fire	4,490.88	0.00	354.00	472.00	472.00
3801.3 Impact fees - roadways	10,280.00	0.00	3,084.00	4,112.00	4,112.00
3801.4 Impact fees - culinary water	0.00	0.00	6,260.00	0.00	0.00
3801.6 Impact fees - storm water	4,078.11	0.00	3,949.12	1,376.00	1,376.00
3801.7 Impact fees - parks, trails, OS	1,692.00	0.00	846.00	1,128.00	1,128.00
Total Miscellaneous revenue	28,067.88	0.00	20,618.13	10,688.00	10,688.00
Contributions and transfers					
3802.7 Contributions - parks and recreation	8,000.00	69.26	69.26	0.00	0.00
3890 Fund balance appropriation	0.00	0.00	0.00	15,000.00	15,000.00
Total Contributions and transfers	8,000.00	69.26	69.26	15,000.00	15,000.00
Total Revenue:	628,841.19	5,879.44	568,904.57	579,071.00	579,071.00
Expenditures:					
General government					

Town of Apple Valley
Standard Financial Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Council					
4111.110 Council Salaries and wages	5,925.00	225.00	2,267.04	17,200.00	17,200.00
4111.130 Council Employee benefits	245.06	17.22	458.81	1,316.00	1,316.00
4111.210 Council Travel Reimbursement	1,737.72	129.92	835.16	2,040.00	2,040.00
4111.220 Council Training	370.00	0.00	0.00	1,850.00	1,850.00
4111.610 Council Donations and discretionary spending	1,488.36	0.00	0.00	500.00	500.00
Total Council	9,766.14	372.14	3,561.01	22,906.00	22,906.00
Administrative					
4141.110 Admin Salaries and wages	79,824.07	2,905.28	43,695.75	85,000.00	85,000.00
4141.130 Admin Employee benefits	9,138.56	222.26	5,286.77	13,403.00	13,403.00
4141.140 Admin Employee Retirement - GASB 68	9,055.06	0.00	1,160.49	4,616.00	4,616.00
4141.210 Admin Dues, subs & memberships	1,128.11	0.00	297.50	700.00	700.00
4141.220 Admin Public notices	723.24	44.25	187.95	800.00	800.00
4141.230 Admin Clerk training	709.00	0.00	0.00	900.00	900.00
4141.240 Admin Office supplies	4,705.72	0.00	4,166.50	3,550.00	3,550.00
4141.250 Admin Equipment maintenance	4,913.22	(53.36)	5,309.55	5,048.00	5,048.00
4141.260 Admin Building & ground maintenance	415.49	0.00	2,790.36	1,000.00	1,000.00
4141.270 Admin Utilities	4,399.64	(58.54)	6,045.84	4,430.00	4,430.00
4141.280 Admin Telephone and Internet	11,082.91	421.10	4,522.79	10,646.00	10,646.00
4141.290 Admin Postage	2,870.10	0.00	1,382.20	2,970.00	2,970.00
4141.320 Admin Engineering/Professional Fees	74,601.98	0.00	12,000.00	55,000.00	55,000.00
4141.330 Admin Legal Wages and Contract Labor	44,529.33	1,691.21	16,355.91	55,000.00	55,000.00
4141.340 Admin Accounting	3,998.66	0.00	4,796.75	4,000.00	4,000.00
4141.350 Building Inspector Fees	22,212.12	0.00	7,125.99	13,151.00	13,151.00
4141.390 Admin Bank service charges	3,663.46	0.00	(2,154.37)	3,600.00	3,600.00
4141.410 Admin Insurance	9,846.90	0.00	696.04	10,000.00	10,000.00
4141.490 Admin Travel reimbursements	154.86	0.00	0.00	500.00	500.00
4141.500 Admin Weed abatement	975.00	0.00	1,063.00	0.00	0.00
4141.550 Admin Cares Act	0.00	0.00	56,334.53	0.00	0.00
4170 Elections	867.21	0.00	0.00	0.00	0.00
Total Administrative	289,814.64	5,172.20	171,063.55	274,314.00	274,314.00
Total General government	299,580.78	5,544.34	174,624.56	297,220.00	297,220.00
Public safety					
Police					
4210.110 Police Salaries & wages	0.00	3,780.00	7,560.00	15,000.00	15,000.00
4210.250 Police Expenditures	1.00	0.00	1.00	0.00	0.00
4253.250 Animal Control Supplies	62.90	0.00	62.90	100.00	100.00
Total Police	63.90	3,780.00	7,623.90	15,100.00	15,100.00
Fire					
4220.110 Fire Salaries & wages	21,680.12	784.62	13,967.51	20,400.00	20,400.00
4220.130 Fire Employee Benefits	1,872.48	60.03	1,055.94	1,621.00	1,621.00
4220.230 Fire Travel & mileage	282.05	0.00	0.00	300.00	300.00
4220.240 Fire Office expenses	0.00	0.00	75.87	0.00	0.00
4220.250 Fire Equipment maintenance & repairs	438.65	0.00	125.58	300.00	300.00
4220.260 Fire Rent expense	741.60	0.00	763.85	750.00	750.00
4220.360 Fire Training	415.83	0.00	0.00	800.00	800.00
4220.450 Fire Small Equip/Supplies	1,258.96	0.00	44.52	1,200.00	1,200.00
4220.460 Fire Supplies-Fundraisers	0.00	0.00	0.00	200.00	200.00
4220.465 Fire Gear	1,663.46	0.00	1,737.50	2,500.00	2,500.00
4220.475 Fire Other Grant Expenditures	962.89	0.00	0.00	0.00	0.00
4220.550 Fire Cares Act	0.00	0.00	15,429.00	0.00	0.00
4220.560 Fire Equipment Fuel	1,403.06	0.00	408.48	1,800.00	1,800.00
4220.610 Fire Interest	2,442.89	0.00	1,116.32	2,362.00	2,362.00
4220.620 Fire Principal	11,022.91	0.00	6,738.73	11,103.00	11,103.00
4220.740 Fire Capital outlay	0.00	0.00	0.00	5,000.00	5,000.00
Total Fire	44,184.90	844.65	41,463.30	48,336.00	48,336.00
Total Public safety	44,248.80	4,624.65	49,087.20	63,436.00	63,436.00
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	135.00	0.00	0.00	3,500.00	3,500.00
4410.130 Road Employee benefits	10.33	0.00	0.00	268.00	268.00
4410.380 Road Department Services	350.00	0.00	0.00	0.00	0.00
4410.450 Road Department Supplies	885.52	0.00	0.00	1,000.00	1,000.00
4410.550 Road Equipment Maintenance	9,108.01	0.00	2,858.90	10,000.00	10,000.00

Town of Apple Valley
Standard Financial Report
10 General Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
4410.560 Road Equipment Fuel	4,829.75	0.00	641.28	5,400.00	5,400.00
4410.740 Road Capital outlay	20,335.00	0.00	14,592.90	51,000.00	51,000.00
4410.810 Road Principal	41,075.83	0.00	37,436.14	41,113.00	41,113.00
4410.820 Road Interest	32,913.71	0.00	31,351.48	32,076.00	32,076.00
4415.110 Public Works Wages and Contract Labor	1,537.50	0.00	1,530.00	2,500.00	2,500.00
4415.130 Public Works Employee benefits	124.84	0.00	2.30	191.00	191.00
4415.450 Public Works Supplies	2,969.91	0.00	370.81	300.00	300.00
4415.550 Public Works Equipment Maintenance	666.72	0.00	58.96	500.00	500.00
4415.560 Public Works Equipment fuel	557.57	0.00	250.00	500.00	500.00
4415.570 Public Works Travel Reimbursement	101.76	0.00	0.00	200.00	200.00
4415.610 Public Works Storm Drainage	36,690.92	0.00	0.00	0.00	0.00
4415.710 Public Works Interest	2,199.36	0.00	1,679.50	1,680.00	1,680.00
4415.720 Public Works Principle	13,860.64	0.00	14,380.50	14,381.00	14,381.00
Total Highways	168,352.37	0.00	105,152.77	164,609.00	164,609.00
Sanitation					
4420.460 Solid Waste Service	46,854.35	80.00	22,334.00	44,445.00	44,445.00
Total Sanitation	46,854.35	80.00	22,334.00	44,445.00	44,445.00
Total Highways and public improvements	215,206.72	80.00	127,486.77	209,054.00	209,054.00
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	4,916.00	0.00	4,380.00	4,560.00	4,560.00
4540.250 Park/Rec Department supplies	736.76	0.00	370.00	500.00	500.00
4540.740 Parks Capital outlay	5,449.97	0.00	7,848.39	4,000.00	4,000.00
Total Parks	11,102.73	0.00	12,598.39	9,060.00	9,060.00
Total Parks, recreation, and public property	11,102.73	0.00	12,598.39	9,060.00	9,060.00
Transfers					
4811 Transfer to Fund Balance	0.00	0.00	0.00	301.00	301.00
Total Transfers	0.00	0.00	0.00	301.00	301.00
Total Expenditures:	570,139.03	10,248.99	363,796.92	579,071.00	579,071.00
Total Change In Net Position	58,702.16	(4,369.55)	205,107.65	0.00	0.00

Town of Apple Valley
Standard Financial Report
41 Capital Projects Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
1111 SBSU Checking	41,355.72	(1,475.76)	36,103.92
1191.1 Restricted cash	41,565.72	0.00	41,565.72
1191.2 Restricted cash offset	(41,565.72)	0.00	(41,565.72)
Total Cash and cash equivalents	<u>41,355.72</u>	<u>(1,475.76)</u>	<u>36,103.92</u>
Total Current Assets	<u>41,355.72</u>	<u>(1,475.76)</u>	<u>36,103.92</u>
Total Assets:	<u>41,355.72</u>	<u>(1,475.76)</u>	<u>36,103.92</u>
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities			
2131 Accounts payable	0.00	2,940.76	0.00
Total Current liabilities	<u>0.00</u>	<u>2,940.76</u>	<u>0.00</u>
Total Liabilities:	<u>0.00</u>	<u>2,940.76</u>	<u>0.00</u>
Equity - Paid In / Contributed			
2970 Restricted	(41,565.72)	0.00	(41,565.72)
2981 Fund balance	210.00	(1,465.00)	5,461.80
Total Equity - Paid In / Contributed	<u>(41,355.72)</u>	<u>(1,465.00)</u>	<u>(36,103.92)</u>
Total Liabilites and Fund Equity:	<u>(41,355.72)</u>	<u>1,475.76</u>	<u>(36,103.92)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Town of Apple Valley
Standard Financial Report
41 Capital Projects Fund - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Change In Net Position					
Expenditures:					
Miscellaneous					
4141.740 Capital Outlay expenses	0.00	(1,465.00)	5,251.80	0.00	0.00
Total Miscellaneous	0.00	(1,465.00)	5,251.80	0.00	0.00
Total Expenditures:	0.00	(1,465.00)	5,251.80	0.00	0.00
Total Change In Net Position	0.00	1,465.00	(5,251.80)	0.00	0.00

Town of Apple Valley
Standard Financial Report
51 Big Plains Water & Sewer Special Service District - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
1111 Checking	14,613.91	0.00	14,613.91
1122 PTIF 8032 Impact fees	1,525.75	0.00	1,525.75
1123 PTIF 8339 Savings	10,413.78	0.00	10,413.78
1191.1 Restricted cash	106,530.00	0.00	106,530.00
1191.2 Restricted cash offset	(106,530.00)	0.00	(106,530.00)
Total Cash and cash equivalents	26,553.44	0.00	26,553.44
Receivables			
1311 Accounts receivable	128,495.69	0.00	128,495.69
Total Receivables	128,495.69	0.00	128,495.69
Total Current Assets	155,049.13	0.00	155,049.13
Non-Current Assets			
Capital assets			
Work in Process			
1601 Work in progress	9,507.50	0.00	9,507.50
Total Work in Process	9,507.50	0.00	9,507.50
Property			
1610 Land	21,507.00	0.00	21,507.00
1611 Water rights	996,483.17	0.00	996,483.17
1621 Source structures & improvements	475,175.90	0.00	475,175.90
1631 Source supply mains	2,972,575.06	0.00	2,972,575.06
1632 Storage tanks and reservoirs	1,137,795.73	0.00	1,137,795.73
1661 Power operated equipment	34,352.00	0.00	34,352.00
1662 Office Equipment	2,000.00	0.00	2,000.00
Total Property	5,639,888.86	0.00	5,639,888.86
Accumulated depreciation			
1721 A/D Source structures & improvements	(35,949.14)	0.00	(35,949.14)
1731 A/D Source supply mains	(173,664.02)	0.00	(173,664.02)
1732 A/D Storage tanks and reservoirs	(117,217.18)	0.00	(117,217.18)
1761 A/D Power operated equipment	(5,586.64)	0.00	(5,586.64)
1762 A/D Office Equipment	(1,883.15)	0.00	(1,883.15)
Total Accumulated depreciation	(334,300.13)	0.00	(334,300.13)
Total Capital assets	5,315,096.23	0.00	5,315,096.23
Total Non-Current Assets	5,315,096.23	0.00	5,315,096.23
Total Assets:	5,470,145.36	0.00	5,470,145.36
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities			
2131 Accounts payable	(1,555.66)	0.00	(1,555.66)
2300 Accrued interest	(3,864.09)	0.00	(3,864.09)
2421 Due to general fund	(6,880.00)	0.00	(6,880.00)
Total Current liabilities	(12,299.75)	0.00	(12,299.75)
Long-term liabilities			
2510.1 2012 Water Project issued	(2,540,000.00)	0.00	(2,540,000.00)
2510.2 2012 Water Project repaid	255,000.00	0.00	255,000.00
2510.3 2012 Water Project current	(85,000.00)	0.00	(85,000.00)
2510.4 2012 Water Project current offset	85,000.00	0.00	85,000.00
2515.1 2014 2004 F-250 Ford issued	(18,000.00)	0.00	(18,000.00)
2515.2 2014 2004 F-250 Ford repaid	13,206.86	0.00	13,206.86
2515.3 2014 2004 F-250 Ford current	(4,793.14)	0.00	(4,793.14)
2515.4 2014 2004 F-250 Ford current offset	4,793.14	0.00	4,793.14
2520.1 2015 Water Bond 01 issued	(2,364,800.00)	0.00	(2,364,800.00)
2520.2 2015 Water Bond 01 repaid	51,328.09	0.00	51,328.09
2520.3 2015 Water Bond 01 current	(30,770.99)	0.00	(30,770.99)
2520.4 2015 Water Bond 01 offset	30,770.99	0.00	30,770.99
2521.1 2015 Water Bond 02 issued	(300,000.00)	0.00	(300,000.00)
2521.2 2015 Water Bond 02 repaid	5,841.35	0.00	5,841.35
2521.3 2015 Water Bond 02 current	(3,525.83)	0.00	(3,525.83)
2521.4 2015 Water Bond 02 current offset	3,525.83	0.00	3,525.83

Town of Apple Valley
Standard Financial Report
51 Big Plains Water & Sewer Special Service District - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
2522.1 2016 Aquifer Study issued	(41,000.00)	0.00	(41,000.00)
2522.3 2016 Aquifer Study current	(8,000.00)	0.00	(8,000.00)
2522.4 2016 Aquifer Study current offset	8,000.00	0.00	8,000.00
Total Long-term liabilities	<u>(4,938,423.70)</u>	<u>0.00</u>	<u>(4,938,423.70)</u>
Total Liabilities:	<u>(4,950,723.45)</u>	<u>0.00</u>	<u>(4,950,723.45)</u>
Equity - Paid In / Contributed			
2940.2 Restricted - Reserve fund	(76,500.00)	0.00	(76,500.00)
2950 Restricted - Capital facility replacement	(30,030.00)	0.00	(30,030.00)
2981 Retained earnings	(412,891.91)	0.00	(412,891.91)
Total Equity - Paid In / Contributed	<u>(519,421.91)</u>	<u>0.00</u>	<u>(519,421.91)</u>
Total Liabilities and Fund Equity:	<u>(5,470,145.36)</u>	<u>0.00</u>	<u>(5,470,145.36)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Town of Apple Valley
Standard Financial Report
91 General Fixed Assets - 07/01/2020 to 02/10/2021
66.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Non-Current Assets			
Capital assets			
Work in Process			
1601 Work in process	44,990.89	(1,465.00)	62,771.08
Total Work in Process	<u>44,990.89</u>	<u>(1,465.00)</u>	<u>62,771.08</u>
Property			
1611 Land and rights	439,556.02	0.00	439,556.02
1621.15 Buildings 15yrs	62,497.28	0.00	62,497.28
1621.40 Buildings 40yrs	108,000.00	0.00	108,000.00
1631 Improvements other than bldgs	2,265,052.59	0.00	2,274,965.49
1661.05 Machinery and equipment 5yrs	275,457.52	0.00	275,457.52
1661.07 Machinery and equipment 7yrs	420,414.96	0.00	420,414.96
Total Property	<u>3,570,978.37</u>	<u>0.00</u>	<u>3,580,891.27</u>
Accumulated depreciation			
1721 AccDpn Buildings	(71,692.60)	0.00	(72,837.02)
1731 AccDpn Improvements other than bldgs	(526,980.20)	0.00	(552,207.14)
1761 AccDpn Machinery and equipment	(553,066.56)	0.00	(560,346.67)
Total Accumulated depreciation	<u>(1,151,739.36)</u>	<u>0.00</u>	<u>(1,185,390.83)</u>
Total Capital assets	<u>2,464,229.90</u>	<u>(1,465.00)</u>	<u>2,458,271.52</u>
Other non-current assets			
1802 Deferred outflows - pensions	40,451.00	0.00	40,451.00
Total Other non-current assets	<u>40,451.00</u>	<u>0.00</u>	<u>40,451.00</u>
Total Non-Current Assets	<u>2,504,680.90</u>	<u>(1,465.00)</u>	<u>2,498,722.52</u>
Total Assets:	<u>2,504,680.90</u>	<u>(1,465.00)</u>	<u>2,498,722.52</u>
Liabilites and Fund Equity:			
Liabilities:			
Long-term liabilities			
2601 Net pension liability	(30,593.00)	0.00	(30,593.00)
2602 Deferred inflows - pensions	(20,783.00)	0.00	(20,783.00)
Total Long-term liabilities	<u>(51,376.00)</u>	<u>0.00</u>	<u>(51,376.00)</u>
Total Liabilities:	<u>(51,376.00)</u>	<u>0.00</u>	<u>(51,376.00)</u>
Equity - Paid In / Contributed			
2971.1 Invested in fixed assets	(3,668,764.10)	1,465.00	(3,696,457.19)
2972 Total depreciation charged	1,215,459.20	0.00	1,249,110.67
Total Equity - Paid In / Contributed	<u>(2,453,304.90)</u>	<u>1,465.00</u>	<u>(2,447,346.52)</u>
Total Liabilites and Fund Equity:	<u>(2,504,680.90)</u>	<u>1,465.00</u>	<u>(2,498,722.52)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

OPENING

Mayor Lisonbee opens the meeting with attendance and leading in the Pledge of Allegiance at 6:00PM.

ROLL CALL/PRESENT

Mayor Marty Lisonbee (VIRTUAL)
Councilmember Debbie Kopp (VIRTUAL)
Councilmember Paul Edwardsen
Councilmember Mike McLaughlin
Councilmember Dale Beddo

Recorder/Clerk Not Present
Staff: John Barlow

CONFLICTS OF INTEREST DECLARATIONS

None

DISCUSSION AND ACTION

1. Discussion and possible action on appointing a planning commissioner for the open position on the Planning Commission.

Applicants:

Richard Fischer (ABSENT)
Margaret Ososki (VIRTUAL)
Kevin Sair

Councilmember Beddo- Asks the council if they have any comments on the applicants.

Councilmember Kopp- Recommends Margaret Ososki because she has been to every town meeting and Kopp feels she does more research than anyone. She understands that not everyone likes her methods but she feels that no one will do the work like Margaret will.

Councilmember McLaughlin- Asks for clarification from Kevin Sair on his application. The application asks if you have not been convicted of a felony, you answered no. Do you mean, no you have been convinced or no you have not been convicted.

Kevin Sair- I have not been convicted of a felony.

Margaret Ososki- States she has applied to be on this commission more times than any other candidate. She mentions she does a lot of research and knows the codes. She doesn't feel it's necessary to give her speech as everyone has heard it before.

Councilmember Edwardsen- Offers a comment on Richard Fischer. He feels that Richard has been great for the city and has donated a great deal of his time and resources. Richard has been in meetings many times and was able to offer clarifications in the business of building and contracting which he has a great deal of experience in.

Councilmember McLaughlin- Mentions that Kevin Sair has also served the town at great capacity and has worked as a code enforcer for the town. Feels he is also a good candidate.

Councilmember Beddo- Praises Margaret Ososki on her passion in wanting to serve the community and he believes that says a lot about what we need from our community. He feels it's also important to recognize what the needs for the planning commission are.

- MOTION:** Councilmember Kopp moves to appoint Margaret Ososki as the new commissioner for the Planning Commissioner.
- SECOND:** Councilmember Beddo
- VOTE:**
- | | |
|--------------------------|-----|
| Councilmember Kopp | Aye |
| Councilmember Beddo | Aye |
| Councilmember Edwardsen | Nay |
| Councilmember McLaughlin | Nay |
| Mayor Lisonbee | Nay |

Vote was not approved and motion was denied upon a 3-2 vote.

- MOTION:** Councilmember McLaughlin moves to appoint Kevin Sair as the new commissioner for the Planning Commissioner.
- SECOND:** Councilmember Kopp
- VOTE:**
- | | |
|--------------------------|-----|
| Councilmember Kopp | Aye |
| Councilmember Beddo | Nay |
| Councilmember Edwardsen | Nay |
| Councilmember McLaughlin | Aye |
| Mayor Lisonbee | Nay |

Vote not was approved and motion was denied upon a 3-2 vote

- MOTION:** Councilmember Edwardsen moves to appoint Richard Fischer as the new commissioner for the Planning Commissioner.

SECOND: Councilmember McLaughlin
VOTE: Councilmember Kopp Nay
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

Vote was approved and motion carried upon a 4-1 vote.

2. Discussion and possible action on ordinance 2020-26 an ordinance creating the office of a Town Administrator and appointing a Town Administrator.

Mayor Lisonbee- Explains the town needs to hire John as the Town Administrator to allow him to carry more duties and responsibilities. In order to give him that position we have to do it by motion. The administrator’s duties are outlined in the packet.

MOTION: Councilmember McLaughlin moves to adopt ordinance 2020-26 creating the office of the Town Administrator and appointing John Barlow as the Town Administrator.
SECOND: Councilmember Kopp
VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

3. Discussion and possible action on authorization a large purchase by Big Plains Water District to purchase a large mobile backup generator.

Mayor Lisonbee- Explains this generator will be used to operate the pumps in the event of a power outage or line failure. This was approved by the Town Council in the past, we are asking for another \$2,500 to buy a trailer to be able to make the generator mobile.

MOTION: Councilmember Edwardsen moves to authorize Big Plains Water District to purchase a mobile generator and associated funds.
SECOND: Councilmember McLaughlin
VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

PUBLIC COMMENTS

Shamim Monshizadeh - States she doesn't know Richard Fischer and that she learned from today's meeting that he is a builder. She wonders if Richard Fischer knows that he will be required to refrain from making any decisions on planning commission items if there's a conflict of interest. She is wondering if the Town Council is aware of this and if Richard Fischer is aware of this.

Councilmember Beddo- Expresses that there are times when a conflict of interest can arise for any one of the planning commission or town council members. He feels that the council and commissioners understand the realm of conflicts of interests and take them seriously. He can't speak for Richard but from what he knows about Richard he would think that he is very much aware of the conflict of interest issues.

Shamim Monshizadeh - Could you tell me more about the training and experience that he would receive? Where does this training and experience derive from?

Councilmember Edwardsen- The training that he has is in his related field such as zoning, building and land use.

Councilmember Beddo- There are state training programs that are required for all Planning Commission and Town Council members. We regularly are required to do online training videos and whatever else is required. In addition to that, the Planning Commission and the Town Council have work meetings to ensure they are working on both the state and county level.

Shamim Monshizadeh - When will his training happen?

Councilmember Beddo- We will meet with the Town Administrator to get that scheduled and can provide that information once it's been scheduled.

Shamim Monshizadeh- Expresses she doesn't know Richard Fischer, she just wants to ensure that he will be honest and aware when conflicts do arise and be held to his integrity.

ADJOURNMENT

MOTION: Councilmember moves to adjourn tonight's meeting.
SECOND: Councilmember Edwardsen
VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye

Councilmember Edwardson	Aye
Councilmember McLaughlin	Aye
Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 7:44 p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____