APPLE VALLEY TOWN COUNCIL

1777 N Meadowlark Dr, Apple Valley
Tuesday, August 10, 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 **Tuesday, August 10, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Dale Beddo |
Council Members | Kevin Sayer | Paul Edwardsen | Mike McLaughlin | Marty Lisbonee |

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

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/89102005798

To call into meeting, dial (253) 215 8782 and use Meeting ID 891 0200 5798

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

1. FISCAL YEAR '21 BUDGET ADJUSTMENT
2. FISCAL YEAR '22 FINAL BUDGET ADOPTION

DISCUSSION AND ACTION

3. DISCUSSION AND POSSIBLE ACTION ON FISCAL YEAR '21 BUDGET ADJUSTMENT
4. DISCUSSION AND POSSIBLE ACTION ON ADOPTION OF FINAL BUDGET FOR FISCAL YEAR '22
5. CONSIDERATION AND POSSIBLE APPROVAL OF A DEVELOPMENT AGREEMENT FOR TLW INVESTMENTS, LLC, PARCEL NUMBER AV-1329-D
6. DISCUSSION AND POSSIBLE ACTION ON CANCELLATION OF ROBERT & MARIA CAMPBELL'S DEVELOPMENT AGREEMENT

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

PUBLIC COMMENTS

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

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

CERTIFICATE OF POSTING: I, Jeff Voran, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website http://pmn.utah.gov, the Town Website www.applevalleyut.gov and sent to The Spectrum on the **3rd day of Aug, 2021**.

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

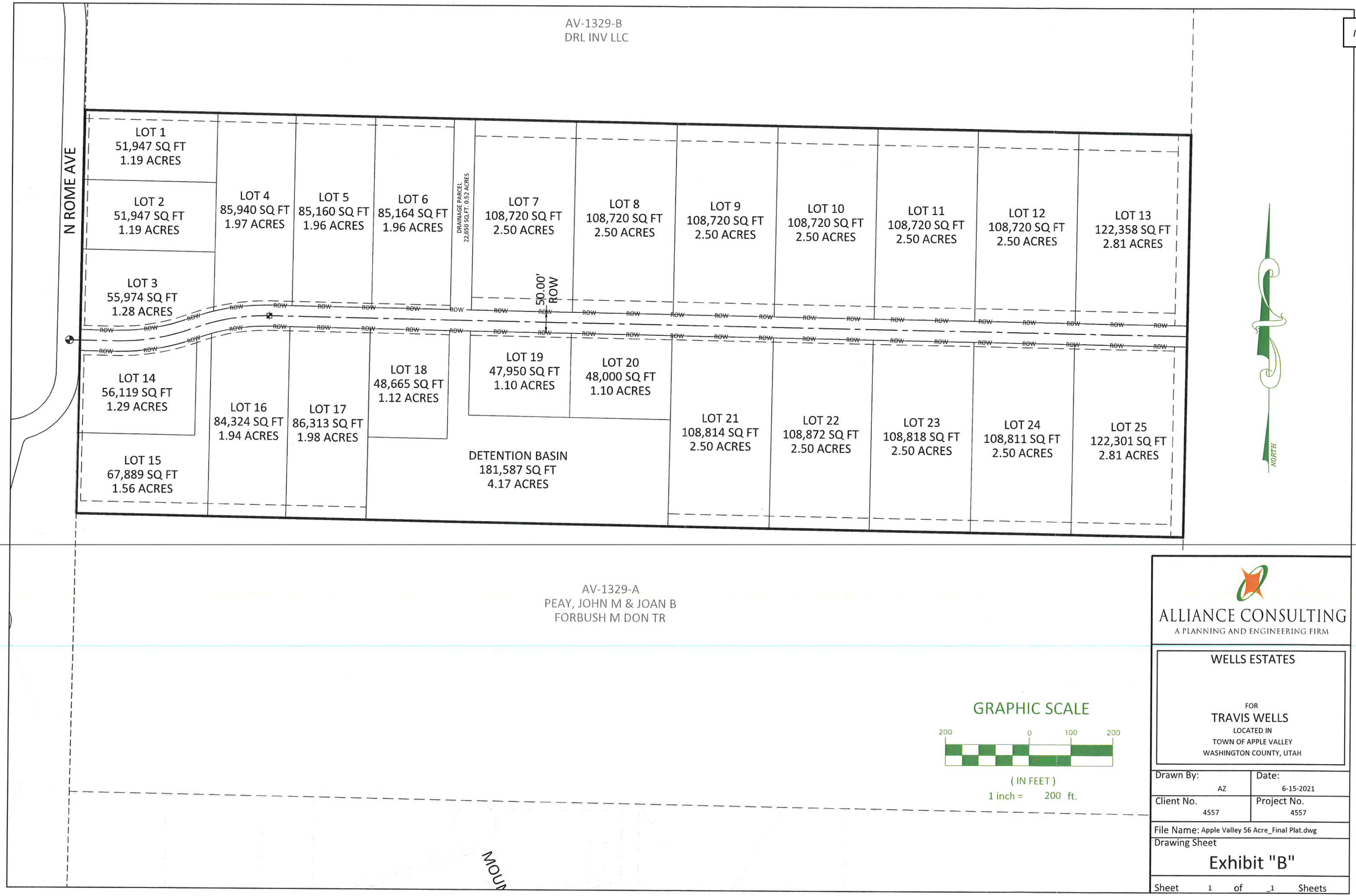
Town of Apple Valley
FY 2021-2022 Preliminary Budget Proposals

	FY20	FY 21 YTD	FY21 Budget	FY21	FY22 Budget
	Prior Year Actual	Current Year Actual	Current Year Budgeted	Current Year Proposed Adjustment	Ensuing Year Proposed Final
Change In Net Position					
Revenue:					
Taxes					
3110 General property taxes-current	$ 109,682	$ 125,257	$ 104,098	$ 125,257	$ 111,933
3120 Prior year's taxes-delinquent	$ 14,975	$ 10,832	$ 8,000	$ 10,832	$ 8,000
3130 General sales and use taxes	$ 118,486	$ 167,040	$ 85,000	$ 167,040	$ 130,000
3140 Energy and communication taxes	$ 34,164	$ 38,823	$ 34,200	$ 38,824	$ 35,000
3150 RAP Tax	$ 11,612	$ 14,069	$ 9,000	$ 14,069	$ 13,000
3160 Transient Taxes	$ 2,117	$ 6,953	$ 1,500	$ 6,954	$ 3,500
3170 Fee in lieu of personal property taxes	$ 6,821	$ 9,425	$ 8,338	$ 9,426	$ 8,400
3180 Fuel Tax Refund	$ -	$ -	$ -	$ -	$ -
3190 Highway/Transit Tax	$ 7,183	$ 15,444	$ 9,600	$ 15,444	$ 9,600
Total Taxes	**$ 305,040**	**$ 387,842**	**$ 259,736**	**$ 387,846**	**$ 319,433**
Licenses and permits					
3210 Business licenses	$ 3,175	$ 4,750	$ 3,400	$ 4,750	$ 3,400
3221 Building Permits-Fee	$ 32,587	$ 108,522	$ 15,091	$ 108,523	$ 80,000
3222 Building Permits-Non Surcharge	$ (1,732)	$ 20,736	$ 2,264	$ 20,737	$ 3,500
3223 Building permit - HCP Valuation	$ -	$ 626	$ -	$ 627	$ -
3224 Building Permits Surcharge	$ -	$ -	$ -	$ -	$ -
3225 Animal licenses	$ 800	$ 490	$ 700	$ 490	$ 500
3430 Assessment fee income	$ -	$ -	$ -	$ -	$ -
Total Licenses and permits	**$ 34,829**	**$ 135,125**	**$ 21,455**	**$ 135,127**	**$ 87,400**
Intergovernmental revenue					
3341 EMP Grant $5,000/$10,000	$ -	$ -	$ -	$ -	$ -
3342 Fire Dept-State Wildland Grant	$ -	$ -	$ 10,000	$ -	$ -
3356 Class C" road allotment"	$ 86,620	$ 85,010	$ 72,000	$ 85,010	$ 82,000
3358 Liquor control profits	$ 845	$ -	$ 800	$ -	$ 800
3370 State Grants	$ 33,175	$ 15,326	$ 45,000	$ 15,327	$ 45,000
3371 State Highway Grants	$ -	$ 30,765	$ -	$ 30,765	$ -
3372 Federal Fire Grants	$ -	$ -	=	$ -	$ -
3373 CARES Revenue	$ -	$ 72,089	$ -	$ 72,089	$ -
Total Intergovernmental revenue	**$ 120,640**	**$ 203,190**	**$ 127,800**	**$ 203,191**	**$ 127,800**
Charges for services					
3410 Clerical services	$ 25	$ 216	$ -	$ 216	$ 100
3415 SSD Payroll Services	$ -	$ 4,612	$ 30,000	$ 4,613	$ -
3416 Other Interdepartmental Charges	$ -	$ 4,099	$ -	$ 4,100	$ 10,000
3420 Fire Department Contracts	$ -	$ 7,514	$ -	$ 7,514	$ -
3431 Zoning and subdivision fees	$ 28,175	$ 33,975	$ 15,000	$ 33,975	$ 30,000
3440 Solid waste	$ 44,468	$ 46,186	$ 48,750	$ 46,187	$ 48,800
3441 Storm Drainage	$ 38,949	$ 40,458	$ 38,880	$ 40,458	$ 38,880
3461 GRAMA requests	$ 156	$ 55	$ -	$ 55	$ 200
3470 Park and recreation fees	$ 80	$ 80	$ -	$ 80	$ 100
3481 Sale of cemetery lots	$ -	$ -	$ -	$ -	$ -
3483 Opening and closing - cemetery	$ -	$ -	$ -	$ -	$ -
3615 Late charges	$ 3,232	$ 1,803	$ 2,000	$ 1,803	$ 2,000
Total Charges for services	**$ 115,084**	**$ 138,998**	**$ 134,630**	**$ 139,001**	**$ 130,080**
Fines and forfeitures					
3510 Fines	$ 5,886	$ 3,882	$ 4,800	$ 3,882	$ 4,800
Total Fines and forfeitures	**$ 5,886**	**$ 3,882**	**$ 4,800**	**$ 3,882**	**$ 4,800**
Interest					
3610 Interest earnings	$ 6,662	$ 1,942	$ 4,800	$ 1,943	$ 4,800
Total Interest	**$ 6,662**	**$ 1,942**	**$ 4,800**	**$ 1,943**	**$ 4,800**
Miscellaneous revenue					
3640 Sale of capital assets	$ -	$ -	$ 2,000	$ -	$ -
3670 Debt proceeds	$ -	$ -	$ -	$ -	$ -
3690 Sundry revenue	$ 278	$ 5,687	$ -	$ 5,687	$ 1,000
3692 Fire department fundraisers	$ 6,049	$ 1,000	$ 800	$ 1,000	$ 1,300
3697 Park department fundraisers	$ 6,049	$ -	$ 800	$ -	$ 800
3698 Miss Apple Valley fundraisers	$ -	$ -	$ -	$ -	$ -
3699 Miss AV scholarship fund	$ -	$ -	$ -	$ -	$ -
3801.1 Impact fees - Fire	$ 4,491	$ 1,888	$ 472	$ 1,888	$ 2,000
3801.2 Impact fees - police	$ -	$ -	$ -	$ -	$ -
3801.3 Impact fees - roadways	$ 10,280	$ 16,525	$ 4,112	$ 16,526	$ 18,000
3801.4 Impact fees - culinary water	$ -	$ 6,260	$ -	$ 6,260	$ -

3801.5 Impact fees - wastewater	$ -	$ -	$ -	$ -	$ -
3801.6 Impact fees - storm water	$ 4,078	$ 13,292	$ 1,376	$ 13,293	$ 15,000
3801.7 Impact fees - parks, trails, OS	$ 1,692	$ 4,512	$ 1,128	$ 4,512	$ 6,000
Total Miscellaneous revenue	**$ 32,917**	**$ 49,164**	**$ 10,688**	**$ 49,166**	**$ 44,100**
Contributions and transfers					
3802.2 Contributions - public safety	$ -	$ 210	$ -	$ 211	$ 300
3802.7 Contributions - parks and recreation	$ 8,000	$ -	$ -	$ -	$ 100
3870 Contigency	$ -	$ -	$ -	$ -	$ 100,000
3880 Class C" balance appropriated"	$ -	$ -	$ -	$ -	$ -
3890 Fund balance appropriation	$ -	$ -	$ 15,000	$ -	$ -
Total Contributions and transfers	**$ 8,000**	**$ 210**	**$ 15,000**	**$ 211**	**$ 100,400**
Total Revenue:	**$ 629,059**	**$ 920,353**	**$ 578,909**	**$ 920,367**	**$ 818,813**
Expenditures:					
General government					
Council					
4111.110 Council Salaries and wages	$ 5,925.00	$ 6,467	$ 17,200	$ 6,468	$ 5,000
4111.130 Council Employee benefits	$ 245.06	$ 780	$ 1,316	$ 781	$ 700
4111.210 Council Travel Reimbursement	$ 1,738	$ 909	$ 2,040	$ 910	$ 2,100
4111.220 Council Training	$ 370	$ -	$ 1,850	$ -	$ 1,900
4111.610 Council Donations and discretionary spending	$ 1,488	$ -	$ 500	$ -	$ 500
Total Council	**$ 9,766**	**$ 8,157**	**$ 22,906**	**$ 8,159**	**$ 10,200**
Administrative					
4141.110 Admin Salaries and wages	$ 79,824	$ 78,687	$ 85,000	$ 78,687	$ 90,000
4141.130 Admin Employee benefits	$ 9,055	$ 8,343	$ 13,403	$ 8,343	$ 13,400
4141.140 Admin Employee Retirement - GASB 68	$ 9,055	$ 1,160	$ 4,616	$ 1,161	$ 4,700
4141.210 Admin Dues, subs & memberships	$ 1,128	$ 928	$ 700	$ 928	$ 1,000
4141.220 Admin Public notices	$ 723	$ 455	$ 800	$ 455	$ 800
4141.230 Admin Clerk training	$ 709	$ 95	$ 900	$ 95	$ 900
4141.231 Admin PlanComm Training	$ -	$ -	$ -	$ -	$ -
4141.240 Admin Office supplies	$ 4,706	$ 7,121	$ 3,550	$ 7,122	$ 7,500
4141.250 Admin Equipment maintenance	$ 4,913	$ 7,447	$ 5,048	$ 7,448	$ 7,500
4141.260 Admin Building & ground maintenance	$ 415	$ 7,640	$ 1,000	$ 7,641	$ 1,000
4141.270 Admin Utilities	$ 4,400	$ 11,021	$ 4,430	$ 11,021	$ 5,800
4141.280 Admin Telephone and Internet	$ 11,083	$ 7,564	$ 10,646	$ 7,564	$ 15,000
4141.290 Admin Postage	$ 2,870	$ 1,703	$ 2,970	$ 1,704	$ 3,000
4141.320 Admin Engineering/Professional Fees	$ 74,602	$ 77,126	$ 55,000	$ 77,126	$ 20,000
4141.330 Admin Legal Wages and Contract Labor	$ 44,529	$ 28,346	$ 55,000	$ 28,347	$ 28,000
4141.331 Admin Assessment legal fees	$ -	$ -	$ -	$ -	$ -
4141.340 Admin Accounting	$ 3,999	$ 6,697	$ 4,000	$ 6,698	$ 7,500
4141.350 Building Inspector Fees	$ 22,212	$ 17,408	$ 13,151	$ 17,408	$ 45,000
4141.360 Admin Education-general	$ -	$ -	$ -	$ -	$ -
4141.390 Admin Bank service charges	$ 3,663	$ 9,945	$ 3,600	$ 9,946	$ 6,000
4141.410 Admin Insurance	$ 9,847	$ 10,365	$ 10,000	$ 10,366	$ 11,000
4141.490 Admin Travel reimbursements	$ 155	$ -	$ 500	$ -	$ 500
4141.500 Admin Weed abatement	$ 975	$ 1,063	$ -	$ 1,063	$ 1,500
4141.540 Admin Contributions to SSD	$ -	$ -	$ -	$ -	$ -
4141.550 Admin CARES Act	$ -	$ 56,335	$ -	$ 56,335	$ -
4141.610 Bad debt expense	$ -	$ -	$ -	$ -	$ -
4141.740 Admin Capital outlay	$ -	$ -	$ -	$ -	$ -
4141.741 Admin Capital outlay - Enginerr CDBG	$ -	$ -	$ -	$ -	$ -
4170 Elections	$ 867	$ -	$ -	$ -	$ 1,500
4180 Contingency	$ -	$ -	$ -	$ -	$ 35,000
Total Administrative	**$ 289,731**	**$ 339,450**	**$ 274,314**	**$ 339,458**	**$ 306,600**
Public safety					
Police					
4210.110 Police Salaries & wages	$ -	$ 11,340	$ 15,000	$ 11,340	$ 15,000
4210.130 Police Employee benefits	$ -	$ -	$ -	$ -	$ -
4210.230 Police Travel & mileage	$ -	$ -	$ -	$ -	$ -
4210.250 Police Expenditures	$ 1	$ 1	$ -	$ 1	$ 100
4210.470 Police Building Permits	$ -	$ -	$ -	$ -	$ -
4210.740 Police Capital outlay	$ -	$ -	$ -	$ -	$ -
4253.250 Animal Control Supplies	$ 63	$ 63	$ 100	$ 63	$ 100
Total Police	**$ 64**	**$ 11,404**	**$ 15,100**	**$ 11,404**	**$ 15,200**
Fire					
4220.110 Fire Salaries & wages	$ 21,680	$ 21,814	$ 20,400	$ 21,814	$ 22,000
4220.130 Fire Employee Benefits	$ 1,872	$ 1,656	$ 1,621	$ 1,657	$ 1,700
4220.140 Fire Contract Salaries & Wages	$ -	$ -	$ -	$ -	$ -
4220.145 Fire Contract Benefits	$ -	$ -	$ -	$ -	$ -
4220.150 Fire Contract Expense	$ -	$ -	$ -	$ -	$ -
4220.210 Fire Dues, subscriptions & memberships	$ -	$ -	$ -	$ -	$ -

4220.230 Fire Travel & mileage	$ 282	$ 52	$ 300	$ 52	$ 300
4220.240 Fire Office expenses	$ -	$ 76	$ -	$ 76	$ -
4220.250 Fire Equipment maintenance & repairs	$ 439	$ 628	$ 300	$ 629	$ 300
4220.260 Fire Rent expense	$ 742	$ 764	$ 750	$ 764	$ 850
4220.360 Fire Training	$ 416	$ 5	$ 800	$ 5	$ 800
4220.450 Fire Small Equip/Supplies	$ 1,259	$ 1,034	$ 1,200	$ 1,035	$ 1,200
4220.460 Fire Supplies-Fundraisers	$ -	$ -	$ 200	$ -	$ 200
4220.465 Fire Gear	$ 1,663	$ 11,614	$ 2,500	$ 11,615	$ 2,500
4220.470 Fire EMPG grant expenditures	$ -	$ -	$ -	$ -	$ -
4220.475 Fire Other Grant Expenditures	$ 963	$ -	$ -	$ -	$ -
4220.550 Fire CARES Act	$ -	$ 15,429	$ -	$ 15,429	$ -
4220.560 Fire Equipment Fuel	$ 1,403	$ 1,436	$ 1,800	$ 1,437	$ 1,800
4220.610 Fire Interest	$ 2,443	$ 1,832	$ 2,362	$ 1,833	$ 2,400
4220.620 Fire Principal	$ 11,023	$ 11,634	$ 11,103	$ 11,634	$ 11,100
4220.740 Fire Capital outlay	$ -	$ -	$ 5,000	$ -	$ 5,000
4220.810 Fire Contigency	$ -	$ -	$ -	$ -	$ 35,000
Total Fire	**$ 44,185**	**$ 67,975**	**$ 48,336**	**$ 67,980**	**$ 85,150**
Highways and Public Improvements					
Highways					
4410.110 Road Wages and Contract Labor	$ 135	$ 5,118	$ 3,500	$ 5,118	$ 3,500
4410.130 Road Employee benefits	$ 10	$ -	$ 268	$ -	$ 300
4410.270 Road Flood damage	$ -	$ -	$ -	$ -	$ -
4410.380 Road Department Services	$ 350	$ -	$ -	$ -	$ 400
4410.450 Road Department Supplies	$ 886	$ -	$ 1,000	$ -	$ 1,000
4410.550 Road Equipment Maintenance	$ 9,108	$ 2,859	$ 10,000	$ 2,859	$ 10,000
4410.560 Road Equipment Fuel	$ 4,830	$ 641	$ 5,400	$ 642	$ 5,400
4410.740 Road Capital outlay	$ 20,335	$ 14,593	$ 51,000	$ 14,593	$ 51,000
4410.810 Road Principal	$ 41,076	$ 41,365	$ 41,113	$ 41,365	$ 41,100
4410.820 Road Interest	$ 32,914	$ 31,825	$ 32,076	$ 31,825	$ 35,000
4415.110 Public Works Wages and Contract Labor	$ 1,538	$ 1,530	$ 2,500	$ 1,530	$ 2,500
4415.130 Public Works Employee Benefits	$ 125	$ 2	$ 191	$ 3	$ 200
4415.140 Public Works Employee Retirement - GASB 68	$ -	$ -	$ -	$ -	$ -
4115.320 Public Works Engineering/Professional Fees	$ -	$ -	$ -	$ -	$ 40,000
4415.450 Public Works Supplies	$ 2,970	$ 451	$ 300	$ 451	$ 3,500
4415.550 Public Works Equipment Maintenance	$ 667	$ 59	$ 500	$ 59	$ 500
4415.560 Public Works Equipment fuel	$ 558	$ 250	$ 500	$ 250	$ 500
4415.570 Public Works Travel Reimbursement	$ 102	$ -	$ 200	$ -	$ 200
4415.610 Public Works Storm Drainage	$ 36,691	$ -	$ -	$ -	$ -
4415.710 Public Works Interest	$ 2,199	$ 1,680	$ 1,680	$ 1,680	$ 2,500
4415.720 Public Works Principle	$ 46,854	$ 14,381	$ 14,381	$ 14,381	$ 16,000
4415.740 Public Works Capital Outlay	$ -	$ -	$ -	$ -	$ -
4415.810 Public Works Contigency	$ -	$ -	$ -	$ -	$ 35,000
Total Highways	**$ 201,346**	**$ 114,753**	**$ 164,609**	**$ 114,756**	**$ 248,600**
Sanitation					
4420.220 Solid Waste Postage	$ -	$ -	$ -	$ -	$ -
4420.240 Solid Waste Office supplies & expense	$ -	$ -	$ -	$ -	$ -
4420.460 Solid Waste Service	$ 46,854	$ 41,799	$ 44,445	$ 41,799	$ 44,500
Total Sanitation	**$ 46,854**	**$ 41,799**	**$ 44,445**	**$ 41,799**	**$ 44,500**
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	$ 4,916	$ 5,110	$ 4,560	$ 5,110	$ 6,000
4540.130 Park/Rec Employee benefits	$ -	$ 815	$ 500	$ 815	$ 1,000
4540.250 Park/Rec Department supplies	$ 4,916	$ -	$ -	$ -	$ -
4540.450 Park/Rec Miss AV-special dept supplies	$ -	$ -	$ -	$ -	$ -
4540.460 Park/Rec Community events supplies	$ -	$ -	$ -	$ -	$ -
4540.740 Parks Capital outlay	$ 5,450	$ 10,168	$ 4,000	$ 10,168	$ 12,000
Total Parks	**$ 15,282**	**$ 16,093**	**$ 9,060**	**$ 16,093**	**$ 19,000**
Cemetery					
4590.250 Cemetery Maintenance	$ -	$ -	$ -	$ -	$ -
4590.460 Cemetery supplies and equipment	$ -	$ -	$ -	$ -	$ -
4590.470 Cemetery Capital Outlay	$ -	$ -	$ -	$ -	$ -
Total Cemetery	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Debt service					
4141.810 Debt service - principal	$0.00	$ -	$ -	$ -	$ -
4141.820 Debt service - interest	$0.00	$ -	$ -	$ -	$ -
Total Debt service	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Transfers					
4807 Transfer to Assigned Balance -- Fire Impact Fees	$ -	$ -	$ -	$ -	$ 2,000
4809 Transfer to Assigned Balance -- Roadways Impact Fees	$ -	$ -	$ -	$ 16,526	$ 18,000
4810 Transfer to Assigned Balance -- Stormwater Impact Fees	$ -	$ -	$ -	$ -	$ 15,000

4811 Transfer to Assigned Balance -- Parks and Trails Impact Fees	$ -	$ -	$ -	$ 13,293	$ 6,000
4812 Transfer to Capital Projects -- Flood Mitigation Projects	$ -	$ -	$ -	$ 38,900	$ 40,000
4813 Transfer to Fund Balance	$ -	$ -	$ 301	$ 251,999	$ 8,563
Total Transfers	$ -	$ -	$ 301	$ 320,718	$ 89,563
Total Expenditures:	$ 376,592	$ 599,630	$ 579,071	$ 920,367	$ 818,813
Total Change In Net Position	$ 252,467	$ 320,723	$ (162)	$ (0)	$ -



ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

WELLS ESTATES

FOR
TRAVIS WELLS
LOCATED IN
TOWN OF APPLE VALLEY
WASHINGTON COUNTY, UTAH

Drawn By: AZ	Date: 6-15-2021
Client No. 4557	Project No. 4557

File Name: Apple Valley 56 Acre_Final Plat.dwg

Drawing Sheet

Exhibit "B"

Sheet 1 of 1 Sheets

DEVELOPMENT AGREEMENT
FOR
TLW INVESTMENTS, LLC

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

RECITALS

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

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

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

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

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

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

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the

rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this Agreement.

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

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

AGREEMENT

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

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

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

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

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

a. The Developer agrees to construct a paved roadway on the existing City road, (Rome Ave) with a twenty to twenty-five foot (20'-25') wide asphalt road for 1,150 feet from the end of the existing pavement to the north end of the west boundary of the development. The Developer shall install 25' feet of asphalt where the existing subgrade and road width support that width, but the width of installed asphalt may be reduced as necessary from 25' where the existing subgrade and road width will not accommodate 25' of asphalt, but in no event shall the width of installed asphalt be less than 20'. If the Developer intends to install less than 25' of asphalt in any section of the new road

pursuant to this paragraph, the Developer shall submit an engineering report identifying those areas for review and approval by the Town's engineer during the construction plan review process.

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

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

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

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

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

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

h. Consistent with the Recommendation section of Sunrise Engineering's report, dated July 12, 2021, the Developer will install, or reimburse the Town for its installation, of posted speed limit signs of 15 mph with a stop sign installed at the intersection of Rome Way and Juniper Circle.

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

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

6. Vested Rights and Reserved Legislative Powers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The rights and remedies set forth herein shall be cumulative.

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

To the Developer: TLW Investments, LLC

By: _____
Libby Wells

By: _____
Travis Wells
Its: Managers

_____
Apple Valley, Utah 84737
Phone: _____

To the Town: Town of Apple Valley
Town Clerk
1777 N. MeadowLark Dr.
Apple Valley, UT 84737
Phone: (435) 877-1190

With a Copy to:
Town Attorney Dayton L. Hall
965 E. 700 S., Ste. 305
St. George, UT 84790
Phone: (435) 626-1682

9. General Term and Conditions.

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

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

c. Non Liability of Town Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the

Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

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

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

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

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

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

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

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

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

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

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within two (2) years from the date of the Town's final approval of construction drawings, provided construction drawings are submitted for approval within one (1) year from the date of this Agreement, or if construction drawings are not submitted within the one (1) year period, then within two (2) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the Town shall have the right, but not the obligation, at the sole discretion of the Town Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

TOWN:

TOWN OF APPLE VALLEY

ATTEST:

By: _____
Town Recorder

By:_____
Mayor _____

DEVELOPER:

TLW INVESTMENTS, LLC

By: _____
Travis Wells

By: _____
Libby Wells
Its: Managers

STATE OF UTAH)
:ss
COUNTY OF _____)

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

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

_____
Notary Public

1560616

Exhibit A

DESCRIPTION OF THE PROPERTY

Exhibit B

CONCEPT PLAN