

**NOTICE AND AGENDA  
TOWN COUNCIL  
Regular Meeting**

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, July 15<sup>th</sup> 2020**, commencing at **6:00 PM** or shortly thereafter at 1777 N Meadowlark Dr, Apple Valley.

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/81006552811>

To call into meeting, dial (253) 215 8782 and use Meeting ID 810 0655 2811

The Agenda for the meeting is as follows:

**Call to Order / Pledge of Allegiance / Roll Call**

**Declaration of Conflicts of Interest**

**Mayor's Town Update**

**CONSENT AGENDA**

- A. Approval of minutes for May 6, 2020

**DISCUSSION AND ACTION**

1. Discussion and possible action approval of the proposed 10-year Residential Waste Collection Agreement between the Washington County SSD No. 1 and Republic Services, and the proposed Solid Waste Collection Agreement between Washington County SSD No. 1 and the Town of Apple Valley, pertaining to billing and collection for solid waste services and related matters. Resolution R-2020-07
2. Discussion and possible action on Town Council meeting frequency
3. Discussion and possible action on changes to 10.10.110 Cabins or Tiny Home Parks Zone, Ordinance O-2020-12. Public Hearing 6/10/2020. PC recommended 3-0 on 7/8/2020.
4. Discussion and possible action on ZONE CHANGE of Parcel AV-1338-H-2 from OST/OSC to RE-1, Ordinance O-2020-13. Applicant Tommy Hart. Public Hearing 7/8/2020. PC recommended 3-0 on 7/8/2020.
5. Discussion and possible action on ZONE CHANGE of a portion of AV-2178-A-1-A from OST/OSC to RE-1, Ordinance O-2020-14. Applicant Scout Holm. Public Hearing 7/8/2020. PC recommended 3-0 on 7/8/2020.
6. Discussion and possible action on amendments to 10.10.020 A Agricultural Zone, Ordinance O-2020-15. Public Hearing 7/8/2020. PC recommended 3-0 on 7/8/2020

**REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS**

Events Committee – Tish Lisonbee/Debbie Kopp  
Planning Commission – Janet Prentice/Michael McLaughlin  
Fire Department – Chief Dave Zolg, Jr  
Big Plains Water and Sewer SSD – Denny Bass  
Code Enforcement – Rich Ososki/Paul Edwardsen  
Roads and Storm Drainage –  
Mosquito Abatement- Margaret Ososki  
Council

**PUBLIC COMMENTS**

**REQUEST FOR A CLOSED SESSION**

**ADJOURNMENT**

CERTIFICATE OF POSTING: I, Ben Billingsley, hereby certify that this notice was posted on the Utah Public Meeting Notice website <http://pmn.utah.gov>, and the Town Website [www.applevalleyut.gov](http://www.applevalleyut.gov) on the **11<sup>th</sup> day of July, 2020**.

**Dated this 11<sup>th</sup> day of July, 2020**

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.

**OPENING**

Mayor Lisonbee brought the meeting to order at 6:00 p.m. welcoming all in attendance and leading in the Pledge of Allegiance.

**PRESENT**

Mayor Marty Lisonbee  
Councilmember Debbie Kopp  
Councilmember Denny Bass  
Councilmember Paul Edwardsen  
Councilmember Michael McLaughlin

Deputy Clerk Ben Billingsley  
Shawn Guzman

**Mayor’s Town Update  
Declaration of Conflicts of Interest**

None Declared

**CONSENT AGENDA**

- A. Approval of March 2020 Expenditure Report**
- B. Approval of March 2020 Monthly Operational Budget Update**
- C. Approval of Minutes for March 4, 2020**

**MOTION:** Councilmember Kopp moves to approve all items as listed on the consent calendar.

**SECOND:** Councilmember Edwardsen

<b>VOTE:</b>	Councilmember Kopp	Aye
	Councilmember Bass	Aye
	Councilmember Edwardsen	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye

The vote was unanimous and the motion carried.

**DISCUSSION AND ACTION**

- 1. Discussion and possible action on zone change application for AV-1335 from Commercial C-2 to Recreational Vehicle Park Zone. Application Aaron Stout. Planning Commission recommended denial 5/0. Ordinance 0-2020-04**

Mayor Lisonbee moves to table this item to a later in the meeting.

## **2. Discussion and action on Tentative Fiscal Year 2020-21 Budget**

Ben presents a summary of the tentative budget. This is a legislative requirement as round one for the budget process. This gives a budget for the public to review. For the current budget year we are well positioned. We are spending less than budgeted. We will be able to contribute to the fund balance this year about 20-25 thousand dollars. A few projects in process are the storm water study and the impact fee facilities plan and the park bathrooms. The mayoral salary allocation has not been used yet either. That may carry over to next year. Property and sales tax are under half of the total revenue for the year. The inter-local agreement with Big Plains is shown at \$30,000 for revenue for the upcoming year. MOU with the Washington County Sheriff's office is being put together for law enforcement. He touches on the needs of the fire department and roads.

Mayor states the road capital outlay could be used to pave the road out to Gooseberry instead of replacing existing chip seal. Cedar point also needs some cracks sealed. He also mentions hiring someone to clean ditches so we can keep them flowing as they should.

Mike Beals states that the developer should be responsible to maintain roads in Cedar Point. The mayor explains that those roads have been dedicated to the town and are now the responsibility of the town. Discussion occurs between Mike Beals, Alan Krugal, and Shawn Guzman regarding cost of road maintenance in Subdivisions.

Chief Zolg addresses the council about the old Type 6 engine. The old type 6 engine was overweight rating by about 800 pounds. There was a loan on this engine and the Rescue 1 Engine. When Mayor Campbell was elected they started the process for a loan/grant for a type 3 engine. Chief put together a plan trying to get a CIB grant. Chief worked out a deal with Ford to trade in the unqualified type 6 engine. He traded in the F150 brush engine, which paid off the rescue and put a down payment on the new Type 6 engine. 2 Years were added to the existing loan. The fire department did the work to build the new Type 6 engine. This engine provides our area with a qualified engine initial attack engine. It is the only 4 wheel drive engine we have. It was after all this that the type 3 engine was pulled from the grant list and that stopped us on the backup engine.

In the last year, there was only 1 fire within the county that could have been dispatched. The fire warden wanted the Fire Chief to let everyone know that FEPP truck are the counties trucks, no the Town's. He's trying to find used equipment to outfit the hummer. The Type 6 engine is the only certified engine that protects the

Town from being charged for support provided by other fire departments. Our ISO rating is dependent on our engines. The Type 6 engine has been called out on multiple incidents and has saved lives and property.

Councilmember Edwardson agrees with Chief that we need a good fire truck. He did not realize that without a backup engine such as the Type 3 the Type 6 cannot be sent out.

Councilmember McLaughlin remembers when Chief addressed the council regarding the revenue from the Type 6, mentioning that it was conditional on the Type 3.

The mayor addressed the Fire Chief that the council does not intent to sell the Type 6 engine. He also feels that the Type 3 engine is more important to the community than a structure engine.

Councilmember Edwardson states he was misinformed thinking that the equipment could have been put on the Humvee. He apologizes for the misunderstanding.

Joan Dinneen asks why the Type 3 grant fell apart. Chief states that he felt the timing was bad after the town had raised taxes.

Tish Lisonbee asks what the difference is between a Type 3 and type 6 Truck. A Type 6 Engine holds over 500 gallons of water. The Type 3 engines hold 750 gallons of water and can also assist on structural fires.

<b>MOTION:</b>	Councilmember Edwardson moves to approve the tentative budget for 2021.	
<b>SECOND:</b>	Councilmember Kopp	
<b>VOTE:</b>	Councilmember Kopp	Aye
	Councilmember Bass	Aye
	Councilmember Edwardson	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye

The vote was unanimous and the motion carried.

### 3. Discussion and possible action on Town Lighting Ordinance O-2020-05

Mayor explains that the Ordinance was passed in a previous meeting but we didn't have the ordinance ready. Today they are passing the Ordinance.

<b>MOTION:</b>	Councilmember Edwardson moves to approve town ordinance O-2020-05	
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**SECOND:** Councilmember McLaughlin  
**VOTE:** Councilmember Kopp Aye  
Councilmember Bass Aye  
Councilmember Edwardsen Aye  
Mayor Lisonbee Aye  
Councilmember McLaughlin Aye

The vote was unanimous and the motion carried.

**4. Discussion and possible action on Main Street Vacature Ordinance O-2020-03**

Mayor explains that this motion is conditional on the signature of the property owners.

**MOTION:** Councilmember Kopp moves to accept Apple Valley Town Ordinance O-2020-03 conditional on receiving the signatures of vacating property owners.  
**SECOND:** Councilmember Edwardsen  
**VOTE:** Councilmember Kopp Aye  
Councilmember Bass Aye  
Councilmember Edwardsen Aye  
Mayor Lisonbee Aye  
Councilmember McLaughlin Aye

The vote was unanimous and the motion carried.

**5. Discussion and possible action on amendment to 10.10.050 Rural Estates Zone Ordinance O-2020-06**

The Mayor and Shawn went over the PC's recommendations and made a few changes for clarity. You can earn 100 points per acre with a cap at 250 points from 2.5-5 acres. Then at you can earn another 100 points per acre with a cap of 500 points or for 7.5 to 10 acres. Also the medium and small fowl were combined in order to limit the number of fowl. Exotic animals have changed to domestic and farm animals. Youth was clarified from "school-aged" to "resident 18 years or younger". Mayor would like to remove the section about industrial looking buildings and pre-engineered steel or pole barns.

There is discussion about limiting dogs and cats to 3.

Shawn suggests that they check the other ordinances to make sure the language concerning dogs and cats coincides with them and then make the final changes.

**MOTION:** Mayor Lisonbee moves to table item number 5, Discussion and

possible action on amendment 10.10.050 Rural Estates Zone Ordinance O-2020-003.

<b>SECOND:</b>	Councilmember Edwardson	
<b>VOTE:</b>	Councilmember Kopp	Aye
	Councilmember Bass	Aye
	Councilmember Edwardson	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye

The vote was unanimous and the motion carried.

#### 6. Discussion and possible action on Zion Tiny Getaway Developer Agreement

The Mayor mentions that this is an addendum to the Developer Agreement. They requested that the town allow them to phase the concrete pads. Shawn and the mayor felt they could do 10 pads at a time. They have agreed to pour the first 10 for phase one. They are currently operating the business without a license and the town is currently working with the DA's office on this issue.

Councilmember Kopp asks what this agreement does, this mean they won't get a business license until they complete the requirements of the agreement.

Councilmember Bass asks what the recourse is if they don't conform to the terms of the agreement. The Mayor explains that we can prosecute and revoke business license. Mayor wants to show that we are working with them so if we do go to court we have shown we are willing to work with them in good faith.

Joan Dineen asks about the phasing of the project and what exactly the problem is. The Mayor clarifies they have constructed without a building permit. They should have had inspections on the electrical and engineering for proper drainage has been put in place etc. Any commercial plan should have these components addressed. They have not met the criteria established in the original agreement. This agreement tonight is and addendum to the original agreement. The Zion Tiny Getaway owners asked to have this addendum put in place. This will allow them to phase some of items that originally they neglected to do.

Mike Beals states that if that development is in violation then there should be fee's placed upon that organization for compliance. Shawn explains, the town has contracted with a county attorney to address the criminal side of violations.

<b>MOTION:</b>	Councilmember McLaughlin moves to pass this addendum for the Zion Tiny Getaway that the mayor may approve.
<b>SECOND:</b>	Councilmember Bass

<b>VOTE:</b>	Councilmember Kopp	Nay
	Councilmember Bass	Aye
	Councilmember Edwardsen	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye

The vote was unanimous and the motion carried.

## REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

**Events Committee – Tish Lisonbee/Debbie Kopp-** Nothing to report

**Fire Department- Chief Zolg-** Burn season ends next week.

**Big Plains Water and Sewer SSD – Denny Bass-** Mentions that the BLM has given us okay to take heavy equipment up through the wilderness area to repair the Canaan Springs.

**Code Enforcement –Rich Ososki/Paul Edwardsen-** Rich appreciated the concern about limiting dogs. Suggests that cats need to be fixed and he has had many feral cats fixed at his own expense. He replaced a red tag that had been run over by heavy equipment. He reinstalled them with metal stakes. He reported a building that was being built without a permit and without a hydrant. They will now be putting one in and that will benefit the entire area. The Police are more likely to come out if private owners call.

**Roads and Storm Drainage –** We have approximately \$13,000 left in this year’s budget if we need it or we can roll that over to next year. Jerry Jorgensen is doing a great job maintaining dirt roads.

Councilmember Kopp asks that we find a way to log what work is being done and how the fuel expenses are being incurred. The fuel expenses recently seem high to her. Ben clarifies that equipment fuel is tracked per department. Ben mentions that equipment fuel is tracked by department only at this point. The mayor mentions that we have recently filled several pieces of equipment that may be accountable for the increase in cost. We put fuel in the Hildale loader as we have been using that. Councilmember Bass suggests that every town vehicle should have a log inside and all the fuel should be logged, including the number of gallons and the mileage as well as what it is being used for. Councilmember Kopp asks if we need to add a policy. The mayor would like to revisit this another time.

## MAYOR LISONBEE OPENS PUBLIC COMMENTS

Mike Beals thanks the council, this is the first time he has attended a meeting. He asks if the council received the correspondence from him and other resident of town. Mr. Beals demands that the council take a vote on Aaron Stout’s project tonight.

Aaron Stout chimed in over Zoom and apologized for his delay.

## MAYOR CLOSSES PUBLIC COMMENTS

**Mayor moves back to item number one now that Aaron has joined the meeting.**

- 1. Discussion and possible action on zone change application for AV-1335 from Commercial C-2 to Recreational Vehicle Park Zone. Applicant Aaron Stout. Planning Commission recommended denial 5/0. Ordinance O-2020-04.**

Aaron states that he is not going to repeat any of his previous arguments. He has spoken with Karl Rasmussen about the possible cost of adding turning lanes for RV's. He mentions that the costs are manageable for him. If he is not approved nothing will happen with the turn lanes until the Desert Rose subdivision is put in. He asks who will make the needed improvements when this happens if his project is not approved. What happens when those turn lanes move back to the other side of the highway as this will cause problems for the existing subdivision. He states that if the Town continues denying applicants on the property then the needed improvements will never be made. By approving this RV Park zone the problem would be solved.

Councilmember Edwardsen states that the neighborhood doesn't want the RV park in their neighborhood. He needs to respect the opinion of the neighbors on this issue. The mayor also states that within the RV park ordinance it states that these should not be placed in residential neighborhoods.

<b>MOTION:</b>	Mayor Lisonbee moves to deny the application for the zone change.	
<b>SECOND:</b>	Councilmember McLaughlin	
<b>VOTE:</b>	Councilmember Kopp	Aye
	Councilmember Bass	Aye
	Councilmember Edwardsen	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye

The vote was unanimous and the motion carried.

**REQUEST FOR A CLOSED SESSION-**

<b>MOTION:</b>	Councilmember Edwardsen moves to go into a closed session to discuss possible litigation.	
<b>SECOND:</b>	Councilmember McLaughlin	
<b>VOTE:</b>	Councilmember Kopp	Aye
	Councilmember Bass	Aye
	Councilmember Edwardsen	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye



The vote was unanimous and the motion carried.

All Councilmembers, Mayor, Attorney Guzman and Deputy Recorder move into closed session at 7:30pm.

Councilmember Kopp leaves a few minutes before closed session ends.

**ADJOURNMENT**

**MOTION:** Councilmember Bass moves to adjourn tonight’s meeting

**SECOND:** Councilmember

<b>VOTE:</b>	Councilmember Kopp	Absent
	Councilmember Bass	Aye
	Councilmember Edwardsen	Aye
	Mayor Lisonbee	Aye
	Councilmember McLaughlin	Aye

The vote was unanimous and the motion carried.

Date approved: \_\_\_\_\_

\_\_\_\_\_  
Marty Lisonbee, Mayor

ATTEST BY: \_\_\_\_\_

**THE LAW OFFICE  
OF  
FAY E. REBER**

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June 23, 2020

Mayor Marty Lisonbee  
Town of Apple Valley  
1777 N. Meadowlark Dr.  
Apple Valley, Utah

Re: Extension of Solid Waste Collection Agreements

Dear Mayor Lisonbee:

As attorney for Washington County Special Service District No. 1 (more commonly known as the Solid Waste District), I've been asked to communicate with the various cities and towns throughout Washington County to explain what's happening with the solid waste collection program. In order to do that, I've asked Michelle Kinney to add an item to your town council agenda on Wednesday, July 15, 2020, at which time I can explain the program in more detail and answer any questions. Meanwhile, I wanted to provide you and town council members in advance of the meeting with copies of various documents for your review.

By way of brief explanation, the current residential waste collection contract between the district and Republic Services, as well as the contract between the district and each of the cities and towns in the county, will expire on January 31, 2021. Over the past several months, therefore, the district has been studying and comparing the advantages of extending the current contractual arrangement as opposed to putting the contract out for bid. As a result, the district's Administrative Control Board believes that it is in the best interests of the residents of Washington County that the current contracts, with modifications, be extended for an additional 10-year period.

Along with this letter, therefore, I'm sending a copy of the proposed new agreement between the district and Republic, as well as a copy of the proposed new agreement between the district and the Town of Apple Valley, and a Resolution for approving both agreements. I'm also sending some explanatory material that I hope will be helpful in understanding some of the key elements of the agreements. It's contemplated that these new agreements would then take effect on February 1, 2020 after having been approved by all cities and towns in the county.

Mayor Marty Lisonbee  
Page 2  
June 23, 2020

At any rate, we would ask that the matter be placed on your July 15, 2020 agenda for additional discussion and explanation, and, hopefully, approval by the town council. Suggested wording for the agenda is as follows:

"Consideration and approval of a Resolution approving: (a) the proposed 10-year Residential Waste Collection Agreement between the Washington County Special Service District No. 1 and Republic Services, and (b) the proposed Solid Waste Collection Agreement between Washington County Special Service District No. 1 and the Town of Apple Valley, pertaining to billing and collection for solid waste services and related matters."

Thanks very much for your help and cooperation. I'll look forward to talking to you and the town council on July 15. In the meantime, if you have any questions, please feel free to call me at any time.

Sincerely,

Fay E. Reber  
Attorney for WCSSD No. 1

FER/er  
attachments  
cc: Cheyne McDonald, District Chairman

## RESIDENTIAL WASTE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1, a special service district organized under the laws of the State of Utah (hereinafter referred to as “District”) and ALLIED WASTE TRANSPORTATION, INC., a Delaware corporation d/b/a Republic Services of St. George licensed to do business in the State of Utah (hereinafter referred to as “Republic”), collectively referred to herein as the “Parties.”

### RECITALS:

- A. District was created and organized by the Washington County Commission for the purpose of providing Solid Waste collection and disposal services to the inhabitants of Washington County, Utah.
- B. District has entered into, or is in the process of entering into, written agreements with Washington County, Utah (the “County”), as well as other municipalities within the County, for the collection and disposal of Residential Waste.
- C. Republic has the experience and expertise and is otherwise qualified to provide Residential Waste collection and disposal service within the boundaries of District.
- D. District and Republic desire to enter into this Agreement to set forth the terms and conditions upon which Republic shall provide Residential Waste collection and disposal and Recycling collection and processing services in the unincorporated areas of the County, as well as to the residents in various municipalities located within the boundaries of District.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, obligations and conditions contained herein, the parties hereto agree as follows:

- 1. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the following meanings.
  - a. Applicable Law(s) – any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature, promulgated or issued by any governmental authority claiming or having jurisdiction.
  - b. Automated or Semi-Automated – a particular method or system, including all necessary vehicles and equipment, for collection of Solid Waste through the use of automated or semi-automated containers requiring mechanical pick up.

- c. Automated or Semi-Automated Container – a Waste receptacle approved by the District, with a capacity of 60 to 94 gallons, equipped with a tight-fitting, permanently attached lid and wheels for easy movement, and specifically designed for automated and semi-automated pick up.
- d. Bags – plastic bags specifically designed to store refuse, with sufficient strength and thickness to contain Solid Waste without tearing or ripping under normal handling.
- e. Bulky Waste – Residential Waste materials with lengths, weights or volumes greater than those allowed for automated containers, including but not limited to stoves, refrigerators, dryers, dishwashers, televisions, hot water tanks, washing machines, household furniture, four (4) or fewer tires, air conditioners, Christmas trees, bicycles, large toys, tree limbs of 3-6 feet in length and up to 6 inches in diameter, and Bags used for seasonal disposal of leaves. Bulky Waste does not include automobiles, more than four (4) tires, motorcycles, boats, Construction/Demolition Waste, large dead animals, Hazardous Waste, Special Waste and trees (other than Christmas trees) or limbs exceeding six (6) feet in length and six (6) inches in diameter, and other similar items. All items must be free of extraneous materials and shall be capable of being lifted into Republic’s collection vehicle by two (2) men. A Resident may not place more than three Bulky Waste items out for collection per call.
- f. Bundle – materials such as newspapers, magazines, and tree trimmings, securely tied and forming an easily handled package not exceeding three (3) feet in length.
- g. Collection Station – dumpsters, roll-offs or other similar containers, placed at various locations established by District for disposal of Residential Waste in isolated or rural areas where individual curbside collection is unfeasible or impractical.
- h. Commercial – subject to amendment from time-to-time by resolution of District’s Administrative Control Board, “commercial” shall mean or refer to property:
  - (i) used primarily in connection with the supply of goods or professional services on a regular basis or in the regular course of business, and for which a business or other license is required by state law or local ordinance, and
  - (ii) a hotel, motel, recreational vehicle rental park used for overnight or short term rental of less than thirty (30) days, or an apartment complex of more than eight (8) units used for a rental term of more than thirty (30) days.

- i. Commercial Hauler – subject to amendment from time to time by District’s Administrative Control Board, “Commercial Hauler” shall mean any person or entity who in the regular course of business or for a fee collects and disposes of commercial waste.
- j. Commercial Waste – non-hazardous Waste Materials produced by businesses or resulting from normal activities on or use of commercial property or premises.
- k. Construction/Demolition Waste – means solid waste from building materials, packaging, and rubble resulting from construction, remodeling, repair, abatement, rehabilitation, renovation, and demolition operations on pavements, houses, commercial buildings, and other structures, including waste from a very small quantity generator of hazardous waste, as defined by R315-260-10, that may be generated by these operations. Such Waste may include bricks, concrete, other masonry materials, soil, asphalt, rock, untreated lumber, rebar and tree stumps. It does not include Excluded Waste or asbestos, contaminated soils or tanks resulting from remediation or clean-up at any release or spill, Waste paints, solvents, sealers, adhesives or similar hazardous or potentially hazardous materials.
- l. Curbside – at or near any curb, sidewalk or other location immediately adjacent to any street, highway or road which is safely accessible to Republic’s Waste collection vehicles.
- m. Dead Animals – carcasses or material portions of carcasses of animals such as dogs, cats, deer, sheep, swine, cattle, horses, mules, goats, chickens, birds, etc., which have expired for any cause.
- n. Dumpster or Roll-off – any metal container with a volume of 1.5 cubic yards or more, designed for storage of Waste and to be compatible with collection equipment.
- o. Excluded Waste – Hazardous Waste, Infectious Waste generated by a health facility in quantities of 200 pounds or more per month, or other waste which is radioactive, volatile, corrosive, highly flammable, explosive or which contains biohazardous or toxic substances prohibited from disposal at the Washington County Landfill by Applicable Law. Excluded Waste does not include infectious waste generated by a health facility in quantities of 200 pounds or less per month.
- p. Force Majeure Event – contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God.

- q. Hazardous Waste – means a solid waste or combination of solid wastes, other than Household Waste, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed, and as further defined in R315-2-3 of the Utah Administrative Code. Hazardous Waste does not include infectious waste generated by a health facility in quantities of 200 pounds or less per month.
- r. Household Waste - means any waste material, including garbage, trash, and sanitary wastes in septic tanks, derived from households, including single-family and multiple-family residences, apartments, hotels and motels, bunk houses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.
- s. Infectious Waste - means a solid waste that contains or may reasonably be expected to contain pathogens of sufficient virulence and quantity that exposure to the waste by a susceptible host could result in an infectious disease. Infectious Waste is included in Household Waste unless subject to regulation in accordance with R315-316(1) of the Utah Administrative Code..
- t. Manual Container – a receptacle designed for hand pick up, having a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, with handles of adequate strength for lifting and a tight-fitting lid capable of preventing entrance into the container by vectors.
- u. Recyclables or Recyclable Materials - any material or substance included in Solid Waste that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass or such other items as agreed upon by the District and Republic.
- v. Residence or Residential – subject to amendment from time-to-time by resolution of District’s Administrative Control Board, “Residence” or “Residential” shall mean the use of property or premises containing a structure which is hooked to culinary water and power and is intended or used for human habitation, including but not limited to:
  - (i) single homes,

- (ii) mobile homes,
- (iii) town homes,
- (iv) condominiums,
- (v) short-term vacation rentals (VRBO's) of less than 30 days,
- (vi) apartments not contained in or as part of an apartment complex of more than eight (8) units.

Except as may be specified hereinafter, each unit of a structure on property or premises classified as residential shall be considered a separate residence for purpose of billing and collection.

- w. Residential Waste – Household Waste, Bulky Waste, and other non-hazardous waste produced by or resulting from the normal activities on or use of residential property or premises. Residential Waste includes but is not limited to waste wood, wood products, tree trimmings, grass cuttings, dead plants, seeds, leaves, chips, shavings, saw-dust, printed matter, paper, pasteboard, plastic, aluminum cans, flattened cardboard boxes, wooden boxes, rags, loose straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible and waste pulp and other products such as are used for packaging or wrapping crockery and glass, cold ashes, cinders, floor sweepings, glass, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, construction/demolition Waste, dead animals, garbage or Hazardous Waste. Residential Waste does not include Excluded Waste, Special Waste or Stable Matter, as defined herein.
- x. Solid Waste or Waste– any nonhazardous solid waste generated that is not excluded by the provisions of this Agreement.
- y. Special Waste – "Special waste" means discarded solid waste that may require special handling or other solid waste that may pose a threat to public safety, human health, or the environment. Special waste may include:
  - (i) ash
  - (ii) automobile bodies
  - (iii) infectious waste subject to regulation under R315-316(1) of the Utah Administrative Rules.
  - (iv) waste tires



- (v) dead animals
- (vi) asbestos
- (vii) waste exempt from the hazardous waste regulations under R315-261-4
- (viii) very small quantity generator hazardous waste as defined by R315-260-10
- (ix) waste containing PCBs
- (x) petroleum contaminated soils
- (xi) waste asphalt
- (xii) sludge.

z. Stable Matter – manure and other animal Waste matter normally accumulated in or about a stable, barn or corral.

2. Authorized Disposal. Except for Residential Waste which is disposed of pursuant to a recycling program or other on-site disposal program approved by District, all Residential Waste generated within the boundaries of District and collected by Republic shall be transported to and disposed of at the Washington County Landfill, or such other Waste disposal facility as may be approved by District, in accordance with the terms of this Agreement.

3. Basic Services. Subject to the terms and conditions of this Agreement, Republic shall:

a. Provide, on a weekly basis to all residences within the boundaries of District utilizing individual containers, curbside collection and disposal of:

- i. Residential Waste placed in automated or semi-automated containers, and
- ii. Bulky Waste as defined herein.

b. Provide, on a weekly basis to all residences or residential developments within the boundaries of District utilizing dumpsters as provided in paragraph 5.a. of this Agreement, collection and disposal of:

- i. Residential Waste placed in dumpsters or roll-offs, as defined herein; and

- ii. Bulky Waste as defined herein.
- c. Subject to the provisions of paragraph 4, provide curbside collection every other week of recyclable materials placed in recycling containers by residences participating in a curbside residential recycling program (excluding residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County).
- d. Provide and place, in conjunction with the District, a sufficient number of dumpsters or roll-offs at any collection station established by District, or at any residential development utilizing dumpsters or roll-offs for collection of Residential Waste.
- e. Collect on a weekly basis, or more often as determined by District, all Solid Waste deposited at any collection station established by District. Collection stations shall be routed permanently to maintain consistent service.
- f. Participate with District and local parties in the maintenance of all collection station sites in order to ensure cleanliness of said sites.
- g. Where commercial Waste collection and disposal service is not otherwise available, Republic shall, upon request, make such service available via dumpsters once each week or more often as necessary, depending upon the type and volume of Solid Waste generated, to all commercial establishments, county, state and federal park, camp and/or recreational areas within the boundaries of District, at reasonable commercial rates to be paid by the person or entity making such request.
- h. Provide and place additional dumpsters or roll-offs in various locations specified by District, with collections made on a weekly basis at market rates then in effect.
- i. Provide on a quarterly basis to each municipality within District in connection with seasonal cleanups scheduled by District:
  - i. delivery, as well as collection and disposal of all Waste deposited therein, of dumpsters, roll-offs or other containers, in accordance with Exhibit A attached hereto and incorporated herein.
  - ii. upon request by any municipality, delivery, as well as collection and disposal of all Waste deposited therein, of additional dumpsters, roll-offs, or other Solid Waste containers exceeding the number specified in Exhibit A.

4. Recycling. The Parties understand, acknowledge and agree that:
- a. all provisions in this Agreement pertaining to recycling services shall be subject to an initial determination, to be made by District after the conclusion of a 90-day opt-out period but on or before December 31, 2020, as to the economic practicability or feasibility of curbside recycling. In the event that District reasonably determines on or before December 31, 2020 that curbside recycling is not economically practicable or feasible, all provisions of this Agreement pertaining to recycling shall be null and void, and all remaining provisions shall continue in full force and effect.
  - b. In the event that District determines on or before December 31, 2020 that curbside recycling is economically practicable or feasible, the provisions of this Agreement pertaining to recycling shall take effect as of the effective date of this Agreement. Recyclable materials shall be placed in automated or semi-automated containers for collection and shall conform to specifications provided by Republic in order to meet quality thresholds for commodity markets and to keep contamination at a minimum. In the event that market conditions are such that recycling becomes economically impractical or infeasible after the effective date of this Agreement, Republic and District may at any time mutually decide to suspend or discontinue any or all Recycling collection services or dispose of the Recyclable Materials in a landfill. In addition, commencing on January 1, 2024 and every two (2) years thereafter, either Party unilaterally may, upon at least one-hundred and eighty (180) days prior written notice (i.e., by July 1<sup>st</sup> of the year in which this termination right is triggered), terminate all provisions of this Agreement pertaining to residential Recycling services without further liability or obligation. In the event of a suspension or termination of recycling by mutual agreement of the Parties or by the unilateral election made by District with 180-days notice, all remaining provisions of this Agreement shall remain in full force and effect, provided that the basic residential waste collection rate specified in paragraph 17. a. shall be increased by an amount equal to \$.25 per residence per month for all residences except for residences in the municipal boundaries of Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County.
5. Use of Automated/Semi-Automated Containers or Dumpsters. Except as otherwise provided in this Agreement, all Residential Waste shall be deposited for collection in automated or semi-automated containers. District shall be required to provide such containers to all residential users. Each residence in the District shall be provided up to two (2) containers for basic waste collection service described in paragraph 3.a.i. and one (1) container for use in collection of Recycling materials described in paragraph 3.c. Upon request, District shall provide additional containers as specified in paragraph 6.a. of this Agreement. Notwithstanding the foregoing, Residential Waste may also be placed for collection, as follows:

- a. in dumpsters provided by District and delivered free of charge by Republic to
    - (i) condominiums, townhomes or other high-density developments utilizing dumpsters prior to the effective date of this Agreement, and
    - (i) condominium, townhomes or other high-density developments where use of dumpsters is approved by District and the municipality in which the development is located.
  - b. Use of 60-gallon automated or semi-automated containers in areas where use of larger containers is impractical or unfeasible due to distance from public roadways accessible to collection vehicles, as determined by District; and
  - c. Other means agreed to by District and Republic by written amendment to this Agreement.
6. Additional Automated Container(s). Upon request, District shall be responsible to:
- a. Provide a third, fourth, fifth, etc., automated or semi-automated container for basic waste collection or recycling collection to any residence at the rates specified in paragraph 17.c., which shall be billed by District separately from any billing service provided by the municipality in which the residence is located,
  - b. Approve the use of automated or semi-automated containers for curbside collection of waste generated by any business or commercial entity which desires such container because of insufficient space for placement of a dumpster, roll off or other commercial container. Republic shall be responsible to provide such business with such automated or semi-automated containers and for billing of such business at commercial rates specified in Exhibit B attached hereto.
7. Ownership, Maintenance, Repair of Containers and Dumpsters. Republic acknowledges and agrees that all automated or semi-automated containers in use throughout the District as of February 1, 2021, shall be owned by District, free and clear of any claim of Republic. District shall be responsible for the purchase, storage, assembly, maintenance and distribution of all automated or semi-automated containers for Residential Waste and Recycling collection purposes. District shall, at Republic's expense, promptly repair or replace all automated or semi-automated containers damaged or destroyed by Republic during collection operations, as reasonably determined by District. Republic shall not be

responsible to repair or replace any automated or semi-automated container as a result of normal wear and tear, or which is damaged or destroyed through use other than the intended use, or because of loss caused by theft or other unauthorized removal. Republic, at its expense, shall be required to promptly repair or replace any dumpster which is damaged or destroyed by Republic during collection operations. At no time will Republic be responsible for damage or replacement of any manual containers not supplied by the District.

8. Collection Vehicles and Equipment. Republic shall provide a sufficient number of vehicles and suitable equipment for the performance of regular collection and disposal services specified herein. For purposes of this paragraph, a sufficient number of vehicles shall be deemed to be one (1) truck for each route, with two (2) overall additional back up or replacement trucks. In addition, all vehicles used to provide Residential Waste collection services shall, at all times during the term of this Agreement:
- a. Be in excellent mechanical condition, shall be kept in good repair and appearance, and shall be maintained in a clean, sanitary condition.
  - b. Have clearly visible on each side the name and local telephone number of Republic.
  - c. Be capable of lifting automated or semi-automated containers in such a manner so as to prevent spilling or littering during dumping.
  - d. Be equipped with an operable two-way communication system.
  - e. Be free from fluid leaks of any kind.

Additional or replacement equipment or vehicles shall be purchased or kept available by Republic for prompt replacement of any equipment or vehicles normally required for collection and disposal functions which are taken out of service for any reason. On or before March 1 of each year, Republic shall submit to District a complete description of all collection vehicles used to provide collection services pursuant to this Agreement, including the following information: type of vehicle, make, year, mileage, service record, anticipated date of replacement, and current condition. If, after the March 1 submission date, Republic fails to provide this description within ten (10) days written notice from District, Republic shall pay to District the amount of \$500 per week until the description is provided to District.

9. Dumpsters. Republic shall make dumpsters or commercial containers available to each commercial establishment in the County, either on a rental or purchase program, at reasonable commercial rates negotiated between Republic and the commercial customer. All dumpsters owned by Republic shall be kept in good

repair and appearance and shall be maintained in a reasonably clean condition at all times.

10. Placement of Waste. As part of curbside collection services specified in paragraph 3 of this Agreement, Republic shall be required to:
  - a. Collect all Residential Waste contained in automated or semi- automated containers placed within three (3) feet of the curbside, blacktop or other roadway surface, with three (3) feet clearance on either side of the containers from each other or parked cars or other objects, and with a minimum of 14 feet of overhead clearance above the container, or at such other location readily and safely accessible to Republic's vehicles and personnel, as reasonably determined by District.
  - b. Collect all Bulky Waste scheduled two (2) days in advance of the day regularly scheduled for residential collection and placed safely at or near the curbside, blacktop or other roadway surface.
11. Collection Hours, Traffic Rules. Republic shall not commence Residential Waste collection services in residential areas, or in commercial areas immediately adjacent to residential areas, before the hour of 6:00 a.m., and shall complete Residential Waste collection services in said areas before 10:00 p.m. All Residential Waste collection shall be completed in a safe, quiet and efficient manner. Republic shall comply with all local, state and federal laws, rules and regulations governing vehicular traffic and safety.
12. Litter. All Residential Waste collection services shall be made by Republic in such a manner so as to prevent spillage or littering of the premises or roadways. If Republic causes spillage or littering during the course of collection, Republic shall promptly clean up such spillage or litter.
13. Hauling. Unless otherwise agreed by the parties, all Residential Waste collected by Republic shall be disposed of at the Washington County Landfill or such other facility designated by District. All Waste transported or hauled by Republic shall be contained, tied or enclosed in such a manner that leaking, spilling or blowing are prevented during transportation or hauling. In the event of any spillage, Republic shall immediately clean up the litter.
14. Office. Republic shall establish and maintain a local office or such other facility where it can be contacted, where service may be applied for, and where complaints can be made. Said office or facility shall be equipped with sufficient telephones, shall have responsible person(s) in charge during collection hours, and shall be open during normal business hours. Republic shall also establish and maintain an after-hours and weekend phone number for use by the public and the District.

15. Special Waste and Hazardous Waste. Republic shall have no obligation under this Agreement to collect Special Waste or Hazardous Waste (other than that included in Municipal Waste, as defined by Applicable Law). If Republic desires to collect Special Waste, Republic may do so by private agreement and prior written approval from District. All costs of such Special Waste collection and disposal shall be shall be paid by the generator of the Special Waste,
16. Title to Waste Placed in Collection Vehicles. Title to all Residential Waste or waste collected by Republic pursuant to paragraph 3 of this Agreement, as well as responsibility for proper disposal as provided for herein, shall become vested in District upon being placed in Republic's collection vehicles.
  - a. If, during the course of collection, Republic discovers the presence of Excluded Waste before it is collected by Republic,
    - i. Republic shall refuse to collect the entire container that contains the Excluded Waste and shall promptly notify District of the date, location and apparent nature of such Excluded Waste, and
    - ii. District shall take reasonable steps to determine the owner or generator of such Excluded Waste and ensure its proper disposal.
  - b. If, during the course of collection, Republic discovers the presence of Excluded Waste after it has been placed in Republic's collection vehicle,
    - i. Republic shall immediately report to District the presence of the Excluded Waste in Republic's collection vehicle,
    - ii. District shall provide instructions to Republic for disposal of such Excluded Waste at District's expense.
    - iii. District may assess all costs incurred in the disposal of such Excluded Waste to the owner or generator of such Excluded Waste and take such action as District deems appropriate to enforce payment of such costs.

In no event shall Republic be responsible for bearing the cost of disposal of Excluded Waste.

17. Compensation. Compensation to Republic for all collection services provided under this Agreement shall be made in accordance with the following:
  - a. Except as provided in paragraph 4.b., for basic Residential Waste and Bulky Waste collection service during the term of this Agreement, whether collected by automated or semi-automated containers or by dumpster, District shall pay to Republic on the effective date of this

Agreement the amount of \$6.90 per Residence per month, which shall be subject to a 2.5% annual increase as shown in the Pricing Appendix attached hereto as Exhibit B.

- b. Unless terminated or suspended as provided in paragraph 4.b., for Residential Recycling collection service during the term of this Agreement District shall pay to Republic on the effective date of this Agreement the amount of \$4.91 per residence per month, or such other amount as shown in Exhibit B depending on the percentage of residences participating in the Recycling program, which shall be subject to a 2.5% annual increase as shown in Exhibit B.
- c. For additional automated or semi-automated container(s) provided under Section 6.a., Republic shall receive an additional amount of:
  - (i) \$5.13 per month per additional container used for basic waste collection (or such other amount as shown in Exhibit B at the time such container is provided); and
  - (ii) \$4.91 per month per additional recycling container (or such other amount as shown in Exhibit B at the time such container is provided)

Amounts for additional containers shall be subject to a 2.5% annual increase.

- d. For collection services specified in Section 3 e. for all dumpsters filled or substantially filled to capacity at the time of collection, District shall pay to Republic during the first year of this Agreement the amounts of \$27.50 per lift for four (4) and six (6) yard dumpsters, \$36.65 per lift for all dumpsters larger than six (6) yards, and \$190 per lift for all roll-off containers, subject to a 2.5% annual increase.
- e. In addition to the amounts specified in a – d above, Republic may, with District's prior written consent which shall not be unreasonably withheld, increase the rates for waste collection services as a result of unforeseeable and extraordinary increases in costs incurred by Republic due to:
  - (i) extraordinary cost increases by third parties used in servicing this Agreement or the recycling facility being used,
  - (ii) changes in local, state, or federal statutes, rules, ordinances regulations, or other laws,



- (iii) prolonged operational changes necessitated by extreme weather conditions or natural disasters, and
  - (iv) a Force Majeure event, as described in paragraph 34 herein.
- 18. Billing, Payment to Republic. District shall be responsible for monthly billing and collection from residential customers for residential collection services provided by Republic. Payment to Republic for residential collection services hereunder shall be made by District on the 26<sup>th</sup> day of each month. The number of residential pick-ups for which Republic shall receive compensation shall be mutually determined on a monthly basis by each municipality, District and Republic. Any discrepancy in the number of residences for which Republic claims a right to compensation as opposed to the number of residences receiving collection services as reported by municipalities shall be promptly resolved. A reduction or increase in the volume of Waste being collected or to be collected in the in the future, or a reduction or increase in the number of current or future anticipated residential pick-ups for any reason, including any change by District in the definition or reclassification of property as either residential or commercial, shall not invalidate the provisions of this Agreement or, except as provided herein, shall not entitle Republic to an increase in residential rates or additional compensation.
- 19. Fuel Recovery Fee. In addition to the compensation paid pursuant to paragraph 17, District shall pay to Republic a fuel recovery fee (“FRF”) in accordance with the following:
  - a. The FRF shall be calculated and paid on a monthly basis;
  - b. The FRF shall be based on: (i) the number of gallons of fuel actually used by Republic in performing the work specified in paragraph 3. a., b., c., e., and h. of this Agreement, and (ii) the price actually paid by Republic for such fuel; and
  - c. The FRF shall apply for any month during which the average cost of fuel actually paid by Republic exceeds a base price during the first year of this Agreement in the amount of \$3.30 per gallon, which shall be subject to an increase of 2.5% per year. For any month during which the average cost of fuel paid by Republic exceeds the base price, as defined here, District shall pay to Republic an amount equal to eighty-five (85%) of the amount paid by Republic above said base price.

Republic shall be required to submit to District on a monthly basis copies of invoices and any other documentation reasonably required by District for the purpose of calculating the FRF.

20. Residential Waste Landfill Fee. Republic shall not be required to pay landfill fees for Residential Waste transported to the Washington County Landfill in vehicles used solely for Residential Waste collection. However, Republic shall be required to pay landfill fees for all Waste collected and transported to the landfill in vehicles used for or compatible with collection of commercial Waste, except to the extent that Republic can demonstrate to the satisfaction of the District that such Waste is Residential Waste.
21. Commercial Waste Landfill Fee. In the event that Republic, as a Commercial Hauler, disposes of any commercial or construction/demolition Waste, or other non-Residential Waste at the Washington County Landfill, Republic shall pay a monthly fee to District for the purpose of defraying the cost of acquiring, constructing, operating, maintaining and improving of Solid Waste management facilities, including but not limited to said Washington County Landfill facilities. The amount of the monthly fee shall be established by resolution of District and shall depend on the volume or weight of commercial or construction/demolition Waste, or other non-Residential Waste hauled to the landfill site by Republic and shall be determined on the same basis applicable to all other Commercial Haulers. Republic shall be required to notify District of Republic's intent to commence commercial hauling prior to commencement thereof, and shall further be required to make available to District upon request all books and records of Republic pertaining to the volume of commercial or construction/demolition Waste, or other non-Residential Waste delivered by Republic to the landfill site.

No commercial Waste shall be transported to the Washington County Landfill in vehicles which contain Residential Waste unless (a) the collection and transportation to the landfill of commercial Waste in commercial trucks is determined by District to be impractical or unfeasible, and (b) satisfactory arrangements are made between Republic and District for payment of disposal fees for commercial Waste hauled to the landfill in residential trucks.

22. Routes and Schedules. Republic shall provide District with maps and schedules of residential collection routes and keep such information current at all times. It shall be the responsibility of the residential customer to place his/her Solid Waste at the appropriate location for collection before the scheduled collection day. In the event of changes in routes or schedules that will alter the date of pick up, Republic shall notify District of such change and provide hand-delivered, mailed or other adequate notice to each affected residence not less than two weeks prior to the change. The parties shall, to the best of their ability, communicate with each other and the various municipalities regarding road closures or detours caused by construction activities in an effort to insure smooth, uninterrupted collection service by Republic.
23. Complaints. All complaints from residents or District shall be answered by Republic before the end of the next business day after Republic's receipt thereof. When a complaint is received on the day preceding a holiday or a Saturday, it

shall be addressed by Republic on the next working day. Republic shall provide District with a monthly written summary of all complaints, showing the date and time when the complaint was received, the name and address of the complainant, the nature of the complaint, the date and time when it was addressed by Republic and the manner of resolution. Such records shall be available for inspection by District at all times during regular business hours. District shall determine on a case-by-case basis whether a breach, as defined in paragraph 32 of this Agreement has occurred, and, in the event thereof, District may proceed in the manner provided in paragraphs 32 and 33 hereof.

24. Notification. Unless provided otherwise in this Agreement, District shall notify all residential customers about complaint procedures, rates, regulations and day(s) of collection prior to the date of implementation, and more often as District deems necessary or desirable, of this Agreement.
25. Washington City. Republic agrees that collection vehicles traveling to or from the Washington County Landfill shall not pass through Washington City proper or downtown area, but only along Washington Parkway and that portion of Telegraph Street running north of its intersection with Washington Parkway to SR-9, except as may be necessary to provide Waste collection service to residents and commercial establishments located in Washington City.
26. Binding Effect; Term. This Agreement shall become binding immediately upon the date of execution by the Parties, subject to unanimous ratification and approval by the member municipalities of District. In the event that this Agreement is not unanimously ratified and approved by the member municipalities of District, this Agreement shall be null and void. In the event that this Agreement is unanimously ratified and approved by the member municipalities of District, the effective date of this Agreement shall be February 1, 2021, and, unless sooner terminated as provided for herein, or unless extended by mutual agreement of the Parties, the termination date of this Agreement shall be December 31, 2030.
27. Bonding. At all times during the term of this Agreement, Republic shall procure and maintain in full force and effect a performance bond in the penal sum of \$500,000 guaranteeing the faithful performance of this Agreement, executed by a surety company licensed to do business in the State of Utah, indemnifying District against loss resulting from any failure of performance by Republic not exceeding the amount of the performance bond. At least ten (10) days prior to the effective date of this Agreement, Republic shall deliver or cause to be delivered to District a fully executed copy of said performance bond.
28. Independent Contractor, Indemnification. The parties understand and agree that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between District and Republic or between District and any employee of Republic. Republic shall, at all times, be deemed to be an

independent contractor. Republic is not authorized to bind District to any contract or obligation, and District shall not be liable for any act of Republic or its employees in connection with the management, maintenance and operation of the Landfill. Republic agrees to indemnify, hold harmless, exempt and defend District and Washington County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, injury, costs, expenses and reasonable attorney's fees arising from the negligent acts or omissions or intentional misconduct of Republic, its employees and agents in providing the Services; provided, however, in no event shall Republic be required to indemnify District for any acts or omissions of District or its employees or agents.

29. Insurance. At all times during the term of this Agreement, Republic shall maintain in full force and effect Worker's Compensation, Employee's Liability, Bodily Injury Liability (except automobile), Property damage Liability (except automobile) and Automobile Bodily Injury Liability insurance. All insurance shall be by insurers acceptable to District, and, before commencement of work hereunder and at least every two (2) years thereafter, Republic shall furnish District with certificates of insurance that such insurance has been procured and is in force at or above the Utah Governmental Immunity Act liability caps then in effect, as set forth in Section 63G-7-604, Utah Code Annotated, 1953, as amended, or its successors. Such certificates shall be supplemented by blanket-form notice of cancellation endorsements that will afford the County with thirty (30) days written notice in the event of cancellation, non-renewal or material change (excluding workers' compensation insurance).
30. Sale, Assignment, Subcontract or Other Transfer. Neither this Agreement nor any right, duty or liability hereunder shall be sold, assigned, subcontracted or otherwise transferred or conveyed in any manner whatsoever by Republic, in whole or in part, nor shall any right, title or interest herein, either legal or equitable, pass to or vest in any person or entity other than the entities named herein unless District gives prior written consent to such sale, assignment, subcontract or other transfer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Republic may assign this Agreement, in whole or in part, to an entity directly or indirectly controlling, under control or under common control of Republic without consent. If District assigns this Agreement or the right to operate the Washington County Landfill to a third party, the District shall ensure that the assignee assumes this Agreement.
31. District Right to Complete Work. If Republic fails to perform or complete any work required by the terms of this Agreement after 14 days written notice from District to Republic, District may, without prejudice to any other remedy it may have, perform or complete such work and assess the cost thereof against, and deduct the same from, any compensations due or to become due to Republic under the terms of this Agreement.

32. Breach or Violation. In the event of a breach or violation of any term, covenant or condition of this Agreement, the party in breach or violation shall be liable to the non-breaching party for all damages sustained by the non-breaching party as a result of said violation or breach, including but not limited to all court costs and a reasonable attorneys fee incurred in any action brought by the non-breaching party to enforce the provisions of this Agreement.
33. Default and Termination. In addition to the rights and remedies provided for in paragraphs 31 and 32 above, a significant and material breach or violation of this Agreement by either party shall constitute a default hereunder and shall, entitle the non-breaching party to terminate this Agreement upon thirty (30) days written notice to the other party of the election to terminate if the breaching party fails to cure the breach during such thirty-day period. As used herein, a default by shall include:
- a. The failure of Republic to comply with any significant or material term, covenant or condition of this Agreement which continues for a period of thirty (30) days after written notice thereof by District to Republic, or in the case of a default incapable of being cured within thirty (30) days, the failure to commence such cure within thirty (30) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion,
  - b. The filing of a petition by or against Republic under any section or chapter of the present Federal Bankruptcy Act or any future such Act, or any similar statute of the United States or any state thereof which is not dismissed within sixty (60) days of its filing, or the adjudging of Republic to be bankrupt or insolvent under any section or chapter of the present Federal Bankruptcy Act or any future such Act, or any similar law of the United States or any state thereof,
  - c. Republic becomes insolvent, makes a transfer to defraud creditors or an assignment for the benefit of creditors, or a receiver or trustee is appointed for Republic or any assets of Republic, and such appointment is not vacated within thirty (30) days.
  - d. The failure of District to comply with any term, covenant or condition of this Agreement, which continues for a period of thirty (30) days after written notice thereof by Republic to District, or in the case of a default incapable of being cured within thirty (30) days, the failure to commence such cure within thirty (30) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion.

For purposes of this paragraph, the violation of any and all terms and conditions of this Agreement shall constitute a significant and material breach.

34. Force Majeure. Except for District's obligation to pay amounts due to Republic, any failure or delay in performance due to events beyond a Party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God (a "Force Majeure Event"), shall not constitute a breach of this Agreement. During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other party as soon as practical after the beginning of the Force Majeure Event, and shall describe the event or circumstance constituting the claimed Force Majeure Event and the period of time during which the Force Majeure Event is anticipated to continue. The Parties shall make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. A Party's reasonable partial performance under the circumstances of the Force Majeure Event shall not be considered a breach of performance or an event of default. If a Party incurs additional significant expenses in performing its obligations during a Force Majeure Event, the Parties shall negotiate in a good faith the reimbursement of all or a portion of those costs.
35. Number of Copies. This Agreement may be executed in any number of counterparts, all of which shall have the full force and effect of an original for all purposes.
36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
37. Modification. This Agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
38. Right to Require Performance. The failure of District at any time to require performance by Republic of any provision hereof shall in no way affect the right of District thereafter to enforce same.
39. Illegal Provisions. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.
40. Judicial Interpretation. If any term or provision of this Agreement is submitted to a court for judicial interpretation, the parties hereto agree that such court shall not apply a presumption that said term or provision shall be more strictly construed against the Party who prepared the document containing said term or provision, resulting from the rule of construction that a document or its contents is to be

construed more strictly against the person who himself or through his agent prepared that same.

41. Notice. A letter addressed and sent by certified United States mail to either party at its business address shown below shall be sufficient notice whenever required for a purpose in this Agreement.

ADDRESS OF DISTRICT: Washington County Landfill  
325 N. Landfill Rd.  
Washington, UT 84770

ADDRESS OF REPUBLIC: 4487 S. River Road  
St. George, UT 84770

IN WITNESS WHEREOF, District and Republic have executed this Agreement on the day and year first above written.

WASHINGTON COUNTY SPECIAL  
SERVICE DISTRICT NO. 1:

\_\_\_\_\_  
Cheyne McDonald, Chairman

ATTEST:  
(Seal)

\_\_\_\_\_  
Ruth Whitaker, Secretary

STATE OF UTAH )  
:ss.  
COUNTY OF WASHINGTON)

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me CHEYNE McDONALD and RUTH WHITAKER, who being by me duly sworn did say, each for himself or herself, that the said CHEYNE McDONALD is Chairman and that the said RUTH WHITAKER is Secretary of Washington County Special Service District No. 1, and that the within and foregoing Residential Waste Collection Agreement was signed on behalf of said District by authority of a Resolution of its Administrative Control Board, and that said CHEYNE McDONALD and RUTH





## EXHIBIT A

<b>CITY</b>	<b>2020</b>	<b>House Count</b>	<b>Quarter</b>	<b>Year</b>	<b>Next Can</b>
APPLE VALLEY	8	318	2	8	1000
ENTERPRISE	8	607	2	8	1000
HURRICANE	16	7045	6	24	8000
IVINS	16	3834	4	16	4000
LA VERKIN	8	1498	2	8	3000
LEEDS	8	337	2	8	1000
MT SPRINGS	4		1	4	1000
NEW HARMONY	8	103	2	8	1000
ROCKVILLE	8	153	2	8	1000
SANTA CLARA	16	2589	4	16	4000
SPRINGDALE	8	279	2	8	1000
ST GEORGE	40	34071	15	60	40000
TOQUERVILLE	8	622	2	8	1000
VEYO	4	163	1	4	1000
VIRGIN	8	250	2	8	1000
WASHINGTON	16	10622	10	40	12000
	184		59	236	

Note: Republic not responsible for payment of landfill disposal fees

## EXHIBIT B

### MSW & Recycling Services

	MSW	*REC	4 & 6 yds	8 yds	Roll-off*	3rd or more MSW	All Additional recycle
1-Jan-21	\$6.90	\$4.91	\$27.50	\$36.65	\$190.00	\$5.13	\$4.91
1-Jan-22	\$7.07	\$5.03	\$28.19	\$37.57	\$194.75	\$5.26	\$5.03
1-Jan-23	\$7.25	\$5.16	\$28.89	\$38.51	\$199.62	\$5.39	\$5.16
1-Jan-24	\$7.43	\$5.29	\$29.61	\$39.47	\$204.61	\$5.52	\$5.29
1-Jan-25	\$7.62	\$5.42	\$30.35	\$40.45	\$209.72	\$5.66	\$5.42
1-Jan-26	\$7.81	\$5.56	\$31.11	\$41.47	\$214.97	\$5.80	\$5.56
1-Jan-27	\$8.00	\$5.69	\$31.89	\$42.50	\$220.34	\$5.95	\$5.69
1-Jan-28	\$8.20	\$5.84	\$32.69	\$43.57	\$225.85	\$6.10	\$5.84
1-Jan-29	\$8.41	\$5.98	\$33.51	\$44.65	\$231.50	\$6.25	\$5.98
1-Jan-30	\$8.62	\$6.13	\$34.34	\$45.77	\$237.28	\$6.41	\$6.13

Notes:

1. Rates shown in this table include a 2.5% annual increase
2. Recycling rate shown above assumes a participation level of 51% or more of all residences; the actual rate depends on actual residence participation level in accordance with Recycling Rates Table shown below.
3. Roll-off disposal fees are incurred by the District
4. In the event that recycling collection services are suspended or terminated under paragraph 4. b. of Agreement, MSW rate shall be subject to an increase in an amount equal to \$.25 per month per residence except for residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County.
5. Rate for additional MSW or Recycling containers determined by referring to rate in effect as of date container is provided, subject to 2.5% annual increase, as shown above

## **EXHIBIT B, Cont'd**

### **Recycling Rates Table**

<b>Year</b>	<b>Tier 1</b> (51% or more of residences)	<b>Tier 2</b> (41%– 51% of residences)	<b>Tier 3</b> (34%- 41% of residences)
February 1, 2021	\$4.91	\$5.35	\$5.91
January 1, 2022	5.03	5.48	6.06
January 1, 2023	5.16	5.62	6.21
January 1, 2024	5.29	5.76	6.36
January 1, 2025	5.42	5.91	6.52
January 1, 2026	5.56	6.05	6.69
January 1, 2027	5.69	6.20	6.85
January 1, 2028	5.84	6.36	7.03
January 1, 2029	5.98	6.52	7.20
January 1, 2030	6.13	6.68	7.38

**Notes:**

1. The percentage of residential participation shall be based on all residences in District, excluding residences in Enterprise, Apple Valley, New Harmony and in the unincorporated area of Washington County.
2. Below a participation level equal to 34% of all residences, District and Republic will negotiate a reasonable recycling rate
3. All recycling rates subject to a 2.5% annual increase, which is included in above Recycling Rates Table
4. Rates for Tier 2 and Tier 3 require a 50% rate of residence participation in Virgin, Rockville, & Springdale area in order for this area to receive recycling collection services at Tier 2 or Tier 3 rates
5. If/when the participation level reaches the level for inclusion in the next higher Tier of pricing, the recycling rate shall be adjusted to the amount in said next higher Tier as of the date that said participation level is achieved.



## Residential Waste Collection Agreement Summary of Services and Residential Rates

1. 10 year agreement, from February 1, 2021 through December 31, 2030
2. Includes curbside collection of:
  - basic household garbage, rubbish and trash on weekly basis
  - bulky waste placed at curb on a weekly basis
  - recyclable materials every two weeks
3. Free dumping of excess residential waste hauled to landfill by residents
4. Municipal cleanup assistance
5. Billing and collection done by cities and towns

components of fee:	<u>Current</u>	<u>Year 1</u>
- amount paid to Republic for basic service (includes 2 containers)	\$6.70	\$ 6.90 *
- amount to offset district administrative costs	4.45	4.55 **
- amount to offset costs of city billing and collection	-	- ***
- amount paid to Republic for recycling (includes 1 container)	2.94	4.91 ****
- cost of recycling container		.75

- \* subject to 2.5% annual increase and \$.25 increase if recycling goes away during contract term
- \*\* subject to increase of \$.10 per year
- \*\*\* actual amount determined by city or town
- \*\*\*\* dependent on percentage of residences participating in recycling (see chart) and subject to 2.5% annual increase  
plus additional cost for additional containers

6. Recycling Optional
  - Agreement provides residents with an option for recycling, based on notion that recycling rates should reflect the true cost of recycling
  - 90-day opt out period from 9/1/2020 through 11/30/2020 (see Opt Out Rules below)
  - actual recycling fee determined by residence participation rate (see chart below)
  - may be terminated at any time by mutual consent of District and Republic, or by either party with 180-day notice after 3 years.
  - If/when the participation level reaches the level for inclusion in the next higher Tier of pricing, the recycling rate shall be adjusted to the amount in said next higher Tier as of the date that said participation level is achieved.

Year	Tier 1 (more than 51%)	Tier 2 (41% – 51%)	Tier 3 (34% to 41% )
February 1, 2021	\$4.91 + .75 = 5.66	\$5.35 + .75 = 6.10	\$5.91 + .75 = 6.66
January 1, 2022	5.03 + .75 = 5.78	5.48 + .75 = 6.23	6.06 + .75 = 6.81
January 1, 2023	5.16 + .75 = 5.91	5.62 + .75 = 6.37	6.21 + .75 = 6.96
January 1, 2024	5.29 + .75 = 6.04	5.76 + .75 = 6.51	6.36 + .75 = 7.11
January 1, 2025	5.42 + .75 = 6.17	5.91 + .75 = 6.66	6.52 + .75 = 7.27
January 1, 2026	5.56 + .75 = 6.31	6.05 + .75 = 6.80	6.69 + .75 = 7.44
January 1, 2027	5.69 + .75 = 6.44	6.20 + .75 = 6.95	6.85 + .75 = 7.60
January 1, 2028	5.84 + .75 = 6.59	6.36 + .75 = 7.11	7.03 + .75 = 7.78
January 1, 2029	5.98 + .75 = 6.73	6.52 + .75 = 7.27	7.20 + .75 = 7.95
January 1, 2030	6.13 + .75 = 6.88	6.68 + .75 = 7.43	7.38 + .75 = 8.13

### Recycling Opt Out Rules and Guidelines:

1. Residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of County (hereafter referred to as “excluded areas”) shall be excluded from the recycling program. Residences in all other areas of the District (hereafter referred to as “included areas”) shall be included in the recycling program.

2. The election to opt out shall be made by the owner of the residence or by such other person designated in writing by the owner as approved by city/town where residence is located.
  3. All residences/residents who do not opt out by November 30, 2020 shall be included in the recycling program for the contract period unless they move to an excluded area.
  4. Residents who opt out on or before November 30, 2020, as determined by City, may opt in at any time but thereafter shall be included in the recycling program for the remaining contract period unless they move to an excluded area.
  5. Residents who move from an excluded area to an included area shall be included in recycling for the contract period for as long as they remain in an included area.
  6. New residents, i.e., people who move from outside the District to a residence in an included area, or people who move from within the District to a new residence in an included area regardless of the prior election to opt out, shall be automatically included in the recycling program for as long as they remain in an included area.
7. Approximate Comparison of Current Rate with Contract Rates (approximate)

**Comparison of Rates  
(Estimate)**

City/Town	Basic (current)	w/ Recycling (current)	Basic (Year 1)*	w/Recycling (Year 1)**	Basic (Year 10)*	w/Recycling (Year 10)***
St. George	12.10	15.23	12.40 (+.30)	18.25 (+3.02)	14.12 (+1.72)	21.19 (+2.94)
Hurricane	-	15.09	12.45	18.11	14.17	21.05
LaVerkin	12.45	15.57	12.75	18.59	14.47	21.53
Springdale	-	15.52	12.88	18.54	14.60	21.48
Washington	12.60	16.10	12.90	19.12	14.62	22.06
Santa Clara	12.35	15.47	12.65	18.49	14.37	21.43
Ivins	-	16.04	13.40	19.06	15.12	22.00
Enterprise	13.35	-	13.65	-	15.37	-
Apple Valley	12.50	-	12.80	-	14.42	-
Virgin	11.15	14.34	11.45	17.36	13.17	20.30
Rockville	12.10	15.04	12.40	18.06	14.22	21.00
Toquerville	11.65	14.65	11.95	17.67	13.67	20.61
New Harmony	12.00	-	12.30	-	14.02	-
Leeds	13.25	16.19	13.55	19.21	15.27	22.15
County	11.65	-	11.95	-	13.67	-

\* Assumes no additional increase in city/town or district admin fee

\*\*Assumes Tier 1 pricing and no additional increase in city/town or district admin fees

\*\*\*Assumes Tier 1 pricing, no additional increase in city/town or district admin fees, and that recycling doesn't go away during term of agreement

Resolution No. 2020-07

A RESOLUTION OF THE TOWN COUNCIL OF APPLE VALLEY, UTAH, APPROVING A PROPOSED AGREEMENT BETWEEN WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 AND ALLIED WASTE TRANSPORTATION, INC., D/B/A REPUBLIC SERVICES OF ST. GEORGE AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN SAID DISTRICT AND THE TOWN OF APPLE VALLEY.

WHEREAS Washington County Special Service District No. 1 (hereafter referred to as "District") was created by the Washington County Commission for the purpose of establishing a program for collection and disposal of solid waste in Washington County, Utah; and

WHEREAS said District desires to enter into a 10-year agreement, titled "Residential Waste Collection Agreement," a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", with Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George, for continuation of collection and disposal of residential and commercial solid waste throughout Washington County, Utah; and

WHEREAS said District desires to obtain the approval and consent of the Town of Apple Valley for the entering into said agreement attached hereto as Exhibit "A"; and

WHEREAS said District desires to enter into a Municipal Billing and Collection Agreement, a copy of which is attached hereto and by this reference incorporated herein as Exhibit "B", with the Town of Apple Valley for the purposes stated therein; and

WHEREAS the Apple Valley Town Council of deems it necessary and expedient for the preservation of the public health, safety and welfare that the agreements attached hereto as Exhibits "A" and "B" be approved and that authorization is given for the execution of Exhibit "B" on behalf of the Town of Apple Valley,

BE IT HEREBY RESOLVED that the agreement between Washington County Special Service District No. 1 and Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George, attached hereto as Exhibit "A" and by this reference incorporated herein as if fully set forth, is hereby approved.

BE IT FURTHER RESOLVED that the Municipal Billing and Collection Agreement between Washington County Special Service District No. 1 and the Town of Apple Valley, attached hereto as Exhibit "B", is hereby approved, and that the Mayor and Town Recorder/Clerk are hereby authorized to execute said agreement on behalf of the Town of Apple Valley.

BE IT FUTHER RESOLVED that this Resolution shall take effective immediately upon passage and approval.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF APPLE VALLEY

\_\_\_\_\_  
Marty Lisonbee, Mayor

Attest:

\_\_\_\_\_  
Town Clerk/Recorder

The foregoing Resolution was read in its entirety at a regular Town Council meeting held at the Apple Valley office building on the \_\_\_\_ day of \_\_\_\_\_, 2020, whereupon a motion to approve and adopt said Resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. A roll call vote was taken with the following results:

<u>Name</u>	<u>Vote</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Town Clerk/Recorder





## MUNICIPAL BILLING AND COLLECTION AGREEMENT

This MUNICIPAL BILLING AND COLLECTION AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Washington County Special Service District No. 1, a special service district organized under the laws of the State of Utah (hereinafter referred to as "District"), and the Town of Apple Valley, a municipal corporation of the State of Utah (hereinafter referred to as "Town"), collectively referred to as "the Parties."

### Recitals:

A. District was duly created by resolution of the Washington County Commission for the purpose of providing solid waste collection and disposal services to the municipalities and unincorporated areas in Washington County, Utah.

B. District currently provides solid waste collection services to Town and other municipalities within Washington County pursuant to an agreement which expires on January 31, 2021.

C. District has negotiated a proposed 10-year agreement, titled "Residential Waste Collection Agreement" (referred to herein as "the Agreement"), a copy of which is attached hereto and incorporated herein as if fully set forth, with Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George (hereafter referred to as "Republic"), to become effective on February 1, 2021 for the continuation of solid waste collection and disposal services within Town, as well as all other municipalities and unincorporated areas of Washington County.

D. Town desires to continue to utilize the solid waste collection and disposal services provided by District for the use and benefit of its residents.

E. District and Town desire to enter into a written agreement specifying the terms and conditions upon which the District shall continue to provide solid waste collection and disposal services in accordance with the Agreement to all residences in Town.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Incorporation of Recitals. Recitals A-E are hereby incorporated herein by this reference as if fully set forth.

2. Acknowledgement. Town hereby acknowledges receipt of a copy of the Agreement between District, as contractor, and Republic, as subcontractor, providing for solid waste collection

and disposal services within the boundaries of District. Town hereby consents and agrees to be bound by the terms and conditions of the Agreement, which, upon formal execution by District and Republic, shall be attached hereto as Exhibit "A" and incorporated herein by this reference.

3. Definitions. Unless the context requires otherwise, all terms or phrases used herein shall have those meanings specified in the Agreement.

4. Solid Waste Collection and Disposal Services. The Parties hereto agree that District shall, by and through Republic, provide basic residential and commercial solid waste collection and disposal services to residences in Town in accordance with the terms and conditions of the Agreement. The Parties further understand and agree that recycling services, as described in paragraph 4 of the Agreement, shall not be provided to residents in Town.

5. Billing, Collection and Payment of Residential Fee. In consideration of residential solid waste collection and disposal services provided by District under this agreement, Town agrees to be responsible for monthly billing, collection and payment to District of all monthly residential fees for all residences located within the Town's boundaries. For purposes of this agreement, the term "residential fee" shall be comprised of the following amounts:

- (a) the amount to be paid to Republic for basic waste collection services in accordance with the provisions of paragraphs 17.a. of the Agreement and Exhibit B attached thereto.
- (b) the amount of \$4.45 per month per residence, plus an annual increase of \$.10 per month per residence, or such other amount as may be reasonably determined from time to time by resolution of District's Administrative Control Board, for operation of the Washington County Landfill and District administrative expenses, and
- (c) such additional amount as may be determined by Town to offset the cost of billing and collection.

Town further agrees that the above-described residential fees for basic waste collection and recycling collection services shall be established by ordinance, and that the portion of the residential fees for billing and collection services, as specified in sub-paragraph (c) above, shall be retained by Town to offset costs of billing and collection.

6. Imposition of Lien. The parties further agree that in appropriate cases, as mutually determined by the Parties, the District will assist Town in the collection of delinquent accounts through placement by District of a lien on the delinquent premises pursuant to the District's lien

power provided for in Utah Code Ann. §17D-1-106(1)(g) and §17B-1-902; provided, however, that in such cases Town shall not be relieved from its obligation to pay to District the amount of the monthly fee pending enforcement of the lien, the proceeds from which shall be used to reimburse Town for any amounts paid

7. Compensation for Commercial Collection and Disposal Services. It is understood and agreed by the Parties that the amount and method of payment of compensation for commercial solid waste collection and disposal services provided by Republic to commercial establishments in Town shall be determined by and shall be subject to private agreement between Republic and the commercial customer.

8. Number of Residences. The Parties hereto agree that for purposes of billing, collection and payment by Town to District of the residential fees specified in paragraph 5 hereof, Town shall assume responsibility and liability for submitting to District on a monthly basis an accurate house count of all residential units receiving basic waste collection and recycling collection services within the boundaries of Town. Any discrepancy in the number of such residential units located within the boundaries of Town, as reported by Town, and the number of residences within Town receiving residential basic waste collection and recycling collection services from Republic shall be promptly investigated and resolved by mutual agreement of the Parties.

9. Delinquencies. Payment by Town to District of the residential basic waste collection and recycling collection fees described in paragraph 6 hereof shall be made on a monthly basis and shall be due and payable on the 25th day of the month following the month in which services were rendered. Any amounts not paid by Town by the 25th day of the month following the month in which services were rendered shall be deemed delinquent and shall bear interest at the rate of ten (10) percent per annum until paid in full.

10. Condominium/Townhome Review. In order to facilitate planning for the location of waste containers and safe access by Republic, Town agrees that no new subdivision, condominium or townhome or other residential development shall be given final subdivision plat or other approval until such time that plans for collection and disposal of residential waste have been reviewed by District.

11. Exclusivity of Contract; Commercial Haulers. The parties hereto agree that District shall be the only entity engaged by Town to provide residential solid waste collection and disposal services within the city limits throughout the term of this agreement.

12. Unauthorized Disposal; Enforcement. Town agrees to adopt by resolution or ordinance such rules and regulations as may be necessary to prevent the dumping or disposal of any solid waste at any site other than the Washington County Landfill or other site approved by District, or

which is inconsistent with the terms of the Agreement or any applicable federal, state or local law or District resolution. Town further agrees that it shall, at its expense, be responsible for enforcement of all laws, ordinances, rules or regulations so adopted.

13. Maintenance of Streets. Town agrees to maintain all streets, roads or roadways under its control in such a manner so as to allow District and Republic reasonable safe access for solid waste collection and disposal purposes.

14. Binding Effect, Term and Effective Date. This agreement shall become a binding obligation of the parties immediately upon execution by both Parties. The term of this agreement shall be for a period of ten (10) years, commencing on the effective date of February 1, 2021 and ending on December 31, 2030.

15. Notice of Breach or Demand for Performance. It is agreed between the Parties that no claim will be made for breach of this agreement unless thirty (30) days written notice of the breach, and demand for performance, is sent to the other Party. The notice of breach under this paragraph must specify the details of the claimed breach, while the demand for performance must specify the details relative to the demanded performance.

16. Breach: Default. Failure by either Party to comply with any covenant, obligation or term contained in this agreement, including the payment of the residential fee as provided in paragraph 6 hereof, for a period of thirty (30) days after receipt of notice of breach and demand for performance from the other party shall be deemed a material and substantial breach of the terms of this agreement and shall constitute a default under the terms hereof.

17. Remedies Upon Default. Upon the occurrence of default by either Party, the Party not in default shall have the right to: (a) suspend all services to be performed under this agreement until such time that such default is remedied; and (b) terminate the agreement by sending thirty days written notice to the Party in default of such election to terminate; and (c) pursue any other remedy that may be available at law or equity to enforce compliance with the terms of this agreement.

18. Successors and Assigns. This agreement shall inure to the benefit of the successors and assigns of the respective Parties.

19. Time Essence. It is understood and agreed by the Parties that time is of the essence of this agreement.

20. Integration. It is understood and agreed by the Parties that this agreement contains the whole and complete agreement of the parties, and that all prior negotiations, conditions and oral representations have been merged herein.

21. Modification of Agreement. The Parties hereto agree that this agreement may not be modified orally, but shall be modified only in writing, signed by the Party against whom enforcement of such modification is sought.

22. Effect on Current Agreement. The Parties acknowledge and agree that the agreement currently in effect between the Parties for collection of residential and commercial waste within the corporate limits of Town shall remain in full force and effect according to its terms and shall not be affected by this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date first above written.

WASHINGTON COUNTY SPECIAL  
SERVICE DISTRICT NO. 1

\_\_\_\_\_  
Cheyne McDonald, Chairman

Attest:

\_\_\_\_\_  
Ruth Whitaker, Secretary

TOWN OF APPLE VALLEY

\_\_\_\_\_  
Marty Lisonbee, Mayor

Attest:

Seal

\_\_\_\_\_  
Town Clerk/Recorder

## Exhibit B

### Recycling Opt Out Rules

1. Residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of County (hereafter referred to as “excluded areas”) shall be excluded from the recycling program. Residences in all other areas of the District (hereafter referred to as “included areas”) shall be included in the recycling program.
2. The election to opt out shall be made by the owner of the residence or by such other person designated in writing by the owner as approved by city/town where residence is located.
3. All residences/residents who do not opt out by November 30, 2020 shall be included in the recycling program for the contract period unless they move to an excluded area.
4. Residents who opt out on or before November 30, 2020, as determined by City, may opt in at any time but thereafter shall be included in the recycling program for the remaining contract period unless they move to an excluded area.
5. Residents who move from an excluded area to an included area shall be included in recycling for the contract period for as long as they remain in an included area.
6. New residents, i.e., people who move from outside the District to a residence in an included area, or people who move from within the District to a new residence in an included area regardless of a prior election to opt out, shall be automatically included in the recycling program for as long as they remain in an included area.

**APPLE VALLEY  
ORDINANCE O-2019-12**

**AMENDMENTS TO CABIN OR TINY HOME PARK ZONE**

**WHEREAS**, the Planning Commission of the Town of Apple Valley found it necessary to amend the Cabins or Tiny Home Parks Zone; and,

**WHEREAS**, the Planning Commission held a public hearing on the tenth day of June, 2020; and,

**WHEREAS**, the Planning Commission recommended to the Town Council that changes should be made to the Cabins or Tiny Home Parks Zone; and,

**WHEREAS**, the Town Council of the Town of Apple Valley adopted the changes in a public meeting duly noticed and held on the 15th day of July, 2020.

**NOW THEREFORE**, be it ordained by the Council of Apple Valley, in the State of Utah, as follows:

**SECTION 1:            AMENDMENT “10.10.110 Cabins Or Tiny Home Parks Zone”**  
of the Apple Valley Land Use is hereby *amended* as follows:

A M E N D M E N T

10.10.110 Cabins Or Tiny Home Parks Zone

- A. Purpose: The purpose of this zone is to provide for the development of Cabin or Tiny Home Parks (CTP). Cabin or Tiny Home Parks are not intended for the isolated lot, but shall be for use in areas where larger tracts of land are available for development, and can be developed to a high standard of quality with landscaping, recreation facilities, etc.

Cabins or Tiny Homes Parks, are designed and intended from the beginning to serve the transient or traveling public with small cabins or Tiny Homes, placed or built on a permanent foundation with the structure containing sleeping, bathing and kitchen facilities. The Minimum zone size shall be ~~ten (10)~~ fifteen (15) Acres.

The primary location for a Cabin or Tiny Home Park is close to Highway 59 or other major roadway-or may be located more remotely if utilities and proper road access is available or will be available. It ~~should~~shall not be located immediately next to a residential ~~neighborhood~~zone.

- B. Permitted Uses: Uses permitted in this zone are as follows:
1. Accessory buildings and uses



2. Household pets
  3. Cabins or Tiny Homes as defined in AVLU 10.04 or subsection E below
  4. Park, playground, swimming pool and tennis courts or alike
  5. Other uses similar to the above and ~~judged~~ approved by the Planning Commission to be in harmony with the intent and character of this zone.
  6. Clubhouse, sales or registration office, or on-site managers dwelling.
- C. ~~Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:~~  
Add to Permitted Uses
1. ~~Clubhouse, sales or registration office, or on-site managers dwelling.~~
  2. ~~Other uses approved by the planning commission as being in harmony with the intent of the zone and similar in nature to the above listed uses.~~
- D. Height Regulations: No cabins/tiny home shall be erected to a height greater than eighteen (18').

No accessory building shall be erected to a height greater than fifteen (15') feet.

No club house/office may be erected to a height greater than twenty five (25') feet.

- E. Cabins or Tiny Home Park Development Standards: Definitions:

A Cab-in is a small stick built or small manufactured home, built or placed on a permanent foundation and is less than 600 Sq Feet ~~under roof~~ of living space.

A Tiny Home is a stick built or small manufactured home, built or placed on a permanent foundation, and is less than 400 Sq. Feet ~~under roof~~ of living space.

Any Cabin or Tiny Home that has wheels or skids and not placed on a ~~permanant~~ permanent foundation shall be considered a Recreational Vehicle and may not be placed or used in this zone. But it shall be placed in a Recreational Vehicle Park zone.

1. Minimum Size: Each Cabin or Tiny Home Park shall have a minimum size of ten (10) acres, ~~unless smaller is allowed by a development agreement (see AVLU 10C-6-J).~~

2. Roads:

- a. Width: Each Cabin or Tiny Home Park shall have roads of at least twenty ~~four~~ five feet (~~24~~25') in width and single one way driveway may be fourteen (14)~~16~~ feet in width. -

Construction Specifications: All Units shall be served by paved roads constructed to Town standards ~~and bounded by curb and gutter~~ and approved by the Town.

3. Park Access: Access to all Cabin or Tiny Home Parks shall be from a dedicated and approved public street at an approved point or points. No units shall have

direct access from a public street nor may traffic enter or exit through a residential neighborhood.

4. Off Street Parking: Hard surface (Concrete or paved) parking spaces shall be provided for the minimum parking of two (2) vehicles for each unit.
5. Recreation Space: Recreation space shall be provided for each Cabin or Tiny Home Park having ten (10) or more units and shall be maintained for such use. A minimum usable area of five thousand (5,000) square feet shall be set aside and developed for each such park and an additional one hundred (100) square feet shall be provided for each unit above ten (10) units. This is in addition to the outdoor living space mentioned in AVLU 10C-6-G. This recreation space is not the open space behind or between units or streets. It is a separate facility common to all units in the development, such as a clubhouse.
6. Density: The maximum density for a Cabin or Tiny Home Park shall not exceed ten (10) units per gross acre.
7. ~~Unit size: Each unit shall be less than 400 sq ft under roof.~~
8. Distance of Units: No unit shall be closer than twenty feet (20'). No unit in a Cabin or Tiny Home Park shall be located closer than the distance required herein.
9. Minimum Yard Clearances for each unit:
  - a. Front or side yard on a public street, ~~twenty five~~ fifty feet (~~25~~50').
  - b. Side yard bordering adjacent property, ~~ten fifty~~ feet (~~10~~50').
  - c. Rear yard bordering adjacent property, ~~ten~~ fifty feet (~~10~~50').

F. Other Requirements:

1. Perimeter Fence: A Cabin or Tiny Home park shall ~~be fenced at the~~ provide a minimum fifty-foot (50') setback/landscaped buffer along any property boundary including a public street right-of-way. Decorative fencing is preferred, such as split rail or ranch style wood fencing, though six foot high privacy fencing or block wall may be more appropriate and required in some applications. The projects topography shall always be considered in perimeter fencing requirements. For example, a property with a cliff at it's rear or sides, may not require any fencing for that area. A project with a wash along it's rear or side property line may need a solid fence installed to provide greater safety to guests. A lower profile fence may also be used to provide better views as long as this does not pose a safety hazard to guest. All structures or fencing proposed within washes or the 100-year flood plain are discouraged and must be designed to meet current and applicable Town and State standards.

~~perimeter with a six foot (6') high block wall fence.~~

2. Building Code; Permit: Installation of infrastructure and any Cabin or Tiny Home Park structures shall be done in conformance with the requirements of the current edition of the building code and with approval of the building department, and the issuance of a building permit.

3. Utilities Required: Each unit shall be connected to water, sewer and electricity. All utility connections shall be located underground. Water and sewer plans shall be approved by the Big Plains Water and Sewer Special Service District and the Town's Public Works Department.
  4. Street Construction: All streets in a Cabin and Tiny Home Park shall be paved according to the construction standards of the Town ~~and shall be bounded by curb and gutter.~~
  5. All lighting shall comply with AVLU 10.26 Outdoor Lighting Ordinance.
  6. Landscape Plan: A detailed landscape plan shall be submitted for each Cabin or Tiny Home Park, and shall be approved by the Planning Commission.
  7. Outdoor Living Space: Each Cabin or Tiny Home Park unit shall be provided with a minimum of three hundred (300) square feet of "outdoor living" space located adjacent to each unit. Said outdoor living space shall be maintained in a clean and weed free manner and shall be kept free from garbage or debris of any kind.
  8. No tents of any kind may be used in this zone.
  9. All Cabin or Tiny Home Parks shall require a full time (24/7) on-site manager, who shall be responsible for ensuring compliance with the rules and regulations of the Town and safety of the property.
  10. ~~A~~
- G. Subdivision Requirements: If the Cabin or Tiny Home Park is not intended to be in a single ownership, rather is intended to be sold as individual lots, the subdivision shall then be subject to all applicable requirements of the Town's subdivision ordinance.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Councilmember Bass	_____	_____	_____	_____
Councilmember McLaughlin	_____	_____	_____	_____
Councilmember Kopp	_____	_____	_____	_____
Mayor Lisonbee	_____	_____	_____	_____
Councilmember Edwardsen	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Marty Lisonbee, Mayor, Apple Valley

\_\_\_\_\_  
Michelle Kinney, Clerk Apple Valley

**TOWN OF APPLE VALLEY  
ORDINANCE O-2020-13**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1338-H-2 FROM  
PLANNED DEVELOPMENT PD to RURAL ESTATES 1 ACRE RE-1**

**WHEREAS**, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification for parcel AV-1338-H-2 from OST/OSC to RE-1; and,

**WHEREAS**, the Planning Commission has reviewed pertinent information in the public hearing held on the 8<sup>th</sup> day of July, 2020. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

**WHEREAS**, the Town Council has reviewed the Planning Commission’s recommendation and has received and reviewed pertinent information; and,

**WHEREAS**, in making these reviews 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 15<sup>th</sup> day of July, 2020, 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 of Parcel AV-1338-H-2 is changed from OST/OSC to RE-1.

**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 15<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Marty Lisonbee, Mayor

ATTEST:

\_\_\_\_\_  
Ben Billingsley, Deputy Recorder

Mayor Marty Lisonbee	Aye ___ Nay ___
Debbie Kopp	Aye ___ Nay ___
Michael McLaughlin	Aye ___ Nay ___
Denny Bass	Aye ___ Nay ___
Paul Edwardsen	Aye ___ Nay ___

**TOWN OF APPLE VALLEY  
ORDINANCE O-2020-14**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF A 3-ACRE PORTION PARCEL AV-2178-A-1-A FROM PLANNED DEVELOPMENT PD to RURAL ESTATES 1 ACRE RE-1**

**WHEREAS**, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification for a 3-acre portion parcel AV-2178-A-1-A from OST/OSC to RE-1; and,

**WHEREAS**, the Planning Commission has reviewed pertinent information in the public hearing held on the 8<sup>th</sup> day of July, 2020. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

**WHEREAS**, the Town Council has reviewed the Planning Commission’s recommendation and has received and reviewed pertinent information; and,

**WHEREAS**, in making these reviews 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 15<sup>th</sup> day of July, 2020, 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 of 3-acre portion of Parcel AV-2178-A-1-A is changed from OST/OSC to RE-1.

**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 15<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Marty Lisonbee, Mayor

ATTEST:

\_\_\_\_\_  
Ben Billingsley, Deputy Recorder

Mayor Marty Lisonbee	Aye ___ Nay ___
Debbie Kopp	Aye ___ Nay ___
Michael McLaughlin	Aye ___ Nay ___
Denny Bass	Aye ___ Nay ___
Paul Edwardson	Aye ___ Nay ___

**APPLE VALLEY  
ORDINANCE O-2019-15**

**AN ORDINANCE AMENDING THE AGRICULTURAL ZONE**

**WHEREAS**, the Planning Commission of the Town of Apple Valley found it necessary to amend the Agricultural Zone; and,

**WHEREAS**, the Planning Commission held a public hearing on the 8th day of July, 2020; and,

**WHEREAS**, the Planning Commission recommended to the Town Council that changes should be made to the Agricultural Zone; and,

**WHEREAS**, the Town Council of the Town of Apple Valley adopted the changes in a public meeting duly noticed and held on the 15th day of July, 2020.

**NOW THEREFORE**, be it ordained by the Council of Apple Valley, in the State of Utah, as follows:

**SECTION 1:            AMENDMENT** “10.10.020 A Agricultural Zone” of the Apple Valley Land Use is hereby *amended* as follows:

**A M E N D M E N T**

10.10.020 A Agricultural Zone

- A. Purpose: The purpose of this zone is to preserve appropriate areas for permanent agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are not allowed.
- B. Permitted Uses: Uses permitted in this zone are as follows:
  - 1. Crop production, horticulture and gardening
  - 2. Farm buildings and uses
  - 3. Household pets
  - 4. Farming livestock
  - 5. Stands for sale of produce grown and sold on premises
  - 6. Veterinarian
  - 7. Weaner Pigs
  - 8. Residential Dwelling
- C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:

SPACE LEFT BLANK INTENTIONALLY

Any use not specifically allowed under permitted or conditional uses shall be prohibited.

D. Development Standards in Agricultural Zones:

	Zones			
Development Standard	A-40	A-20	A-10	A-5
Lot standards				
Minimum lot area	40 acres	20 acres	10 acres	5 acres
Minimum lot width	400 feet	400 feet	300 feet	300 feet
Building standards				
Maximum height, main building <sup>1</sup>	35 feet	35 feet	35 feet	35 feet
Maximum height, accessory building	35 feet	35 feet	35 feet	35 feet
Setback standards - front yard				
Any building <sup>2</sup>	30 feet	30 feet	30 feet	30 feet
Setback standards - rear yard				
Main building	30 feet	30 feet	30 feet	30 feet
Accessory building	No requirement	No requirement	No requirement	No requirement
Setback standards - interior side yard				
Main building	15 feet	15 feet	15 feet	15 feet
Accessory building of 100 square feet or less	No requirement	No requirement	No requirement	No requirement
Accessory building greater than 100 square feet	20 feet	20 feet	20 feet	20 feet
Setback standards - street side yard				
Main building	20 feet	20 feet	20 feet	20 feet
Main building on corner lot with yard that abuts the side yard of another lot	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted
ADD Animals permitted				



Notes:

E. Modifying Regulations:

1. Fur farms, solos, fish farms or the keeping of exotic animals may not be approved in the A-5 district.
2. Location of Corral or Stable: No corral or stable shall be located closer than one hundred feet (100') from any dwelling unit in an adjacent zone.
3. ~~Housing Of Weaner Pigs:~~ The housing of weaner pigs ~~may be approved by conditional use permit,~~ is subject to the following requirements:
  - a. "Weaner pigs" shall be defined as pigs that will be one year of age or less and do not weigh more than three hundred fifty (350) pounds at the end of the five (5) month period in which the weaner pig is kept.
  - b. Agricultural parcels adjacent to residential zoned parcels are not eligible for the raising of weaner pigs.
  - c. All weaner pigs shall be kept only during the months of December through April, ~~or for a different five (5) month period of time if approved by the planning commission.~~
  - d. Setbacks for pens for weaner pigs shall be the same as required for other animals.
  - e. No weaner pig shall be allowed to run loose (not in a restricted environment, such as a pen) unless attended by the owner or keeper of the pig.
  - f. All pens shall be cleaned regularly, a minimum of three (3) times weekly.
  - g. No mud bogs shall be allowed in the pens. All pens shall have drainage to keep water from pooling within the pen.
  - h.
4. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Councilmember Bass	_____	_____	_____	_____
Councilmember McLaughlin	_____	_____	_____	_____
Councilmember Kopp	_____	_____	_____	_____
Mayor Lisonbee	_____	_____	_____	_____
Councilmember Edwardsen	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Marty Lisonbee, Mayor, Apple Valley

\_\_\_\_\_  
Michelle Kinney, Clerk Apple Valley