

NOTICE AND AGENDA - REVISED
TOWN COUNCIL
Regular Meeting & Public Hearing

Notice is given that a meeting and **public hearing** of the Town Council of the Town of Apple Valley will be held on **Wednesday, January 20, 2021**, 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/85610138258>

To call into meeting, dial (253) 215 8782 and use Meeting ID 856 1013 8258

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

Informational Summaries

1. Sunrise Engineering/LYR&B on Impact Fee Study
 - Impact Fee Analysis
 - Parks & Recreation Fee Facilities Plan
 - Roadway Facilities Plan
 - Stormwater Facilities Plan
2. Jepsen Canyon Development and PID Presentation

PUBLIC HEARING

3. Ordinance 2021-002 An Ordinance Modifying Impact Fees
4. Regarding the creation of one or more public infrastructure districts by Town of Apple Valley, Utah (Jepson Canyon)

DISCUSSION AND ACTION

5. Discussion and possible action on Ordinance 2021-001 An Ordinance Amending the Zoning Map; AV-1329 to RE-1.0
6. Discussion on Ordinance 2021-002 An Ordinance Modifying Impact Fees
7. Discussion and possible action regarding the creation of one or more public infrastructure districts by Town of Apple Valley, Utah (Jepson Canyon)
 - a. Discussion and possible action on Resolution 2021-001, the proposed creation of Jepson Canyon Public Infrastructure District No. 1.
 - b. Discussion and possible action on Resolution 2021-002, the proposed creation of Jepson Canyon Public Infrastructure District No. 2.
 - c. Discussion and possible action on Resolution 2021-003, the proposed creation of Jepson Canyon Public Infrastructure District No. 3.

8. Discussion and possible action on Technical Planning Assistance Program Funds Cooperative Agreement
9. Discussion and possible action on award of work to Sunrise Engineering for technical planning assistance
10. Discussion and possible action on regular meeting schedule for the calendar year 2021 for the Town Council of Apple Valley
11. Discussion and possible action on Amendment to Municipal Billing and Collection Agreement with Washington County Special Service District No. 1

Consent Agenda

12. Invoice
13. Financial Statement
14. Minutes
 - a. November 18th, 2020
 - b. December 16th, 2020

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee
Planning Commission – Janet Prentice/Michael McLaughlin
Fire Department – Chief Dave Zolg, Jr
Big Plains Water and Sewer SSD
Code Enforcement
Roads and Storm Drainage
Mosquito Abatement
Lot Split Applications Received (None Approved)
Building Permits Requested – November 2020 – 3 New Home, 2 Solar
Council

PUBLIC COMMENTS

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

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.

IMPACT FEE ANALYSIS (IFA)

PURSUANT TO 11-36A, UTAH CODE

PARKS AND RECREATION, FIRE, TRANSPORTATION, AND STORM WATER

NOVEMBER 2020

APPLE VALLEY, UTAH



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IFA CERTIFICATION

IFA CERTIFICATION

LYRB certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and,
4. complies in each and every relevant respect with the Impact Fees Act.

LYRB makes this certification with the following caveats:

1. All of the recommendations for implementations of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LYRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

SECTION 1: EXECUTIVE SUMMARY

The purpose of the Impact Fee Analysis (“IFA”), is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the “Impact Fees Act”, and assist Apple Valley (the “City”) in planning necessary capital improvements for future growth. This document will address the future facilities and infrastructure needed to serve the City through the next ten years for parks and recreation, fire/EMS, transportation, and storm water, as well as the appropriate impact fees the City may charge to new growth to maintain the adopted levels of service (“LOS”). This analysis is based on the information contained in the IFFPs for each service or utility, all completed by Sunrise Engineering.

- ☞ **Service Area:** The service area (“Service Area”) is defined as all areas within the City as shown in **Section 3**.
- ☞ **Demand Analysis:** The demand units used in this analysis are population, calls for fire services, trips, single family equivalents (SFEs), and acreage. As a result of new growth, the City will need to construct additional facilities to maintain each existing LOS.
- ☞ **Level of Service:** The existing LOS for each utility or service is defined in detail in each section of this document. Through an inventory of existing facilities combined with existing development, this analysis identifies the LOS provided to the City’s existing development and ensures that future facilities maintain these standards.
- ☞ **Existing Facilities and Excess Capacity:** The demand analysis and LOS analysis allow for the development of a list of capital facilities necessary to serve new growth and maintain the existing LOS. This list includes any excess capacity of existing facilities, as well as future system improvements necessary to maintain the LOS. The inclusion of excess capacity is known as a “buy-in.” Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities. A buy-in component is not contemplated in this analysis for parks, fire service or storm water. In reference to transportation, City general fixed asset schedules were used to determine a value for existing facilities. This cost is then divided by trips served to calculate a buy-in component.
- ☞ **Outstanding Debt:** No outstanding debt was considered in the calculation of the impact fees.
- ☞ **Future Capital Facilities Analysis:** The following sections in this analysis identify the capital facilities needed to maintain the LOS based on the demand analysis specific to parks and recreation, fire/EMS, transportation, and storm water. The growth projections, improvements necessary to serve the anticipated development and impact fee calculations consider a ten-year time horizon.
- ☞ **Funding of Future Facilities:** This analysis assumes future growth-related facilities will be funded through a combination of General Fund revenues, grant monies, other governmental revenues, and impact fee revenues. Where applicable, interest costs can be included in the total cost to fund proposed system improvements.

SUMMARY OF PROPOSED IMPACT FEES

The impact fees proposed in this analysis will be assessed within the entire Service Area. The table below illustrates the calculated impact fees for parks and recreation, fire/EMS, transportation, and storm water by land-use category. The calculation of impact fees relies upon the information contained in this analysis. Impact fees are then calculated based on many variables centered on proportionality share and LOS.

TABLE 1.1: IMPACT FEES PER LAND USE

	PARKS & RECREATION	FIRE/EMS	TRANSPORTATION	STORM WATER*	TOTAL FEE
Single Family Dwelling Unit	\$725	\$844	\$2,660	\$1,443	\$5,672
Multi-Family Dwelling Unit	\$725	\$571	\$1,800	\$1,443	\$4,539
Shopping Center (per 1K SF)	NA	\$32,117	\$7,466	\$1,443	\$41,026
General Office (per 1K SF)	NA	\$16,413	\$3,816	\$1,443	\$21,672
Light Industrial (per 1K SF)	NA	\$9,594	\$2,230	\$1,443	\$13,267

*Assumes 0.5-acre lot

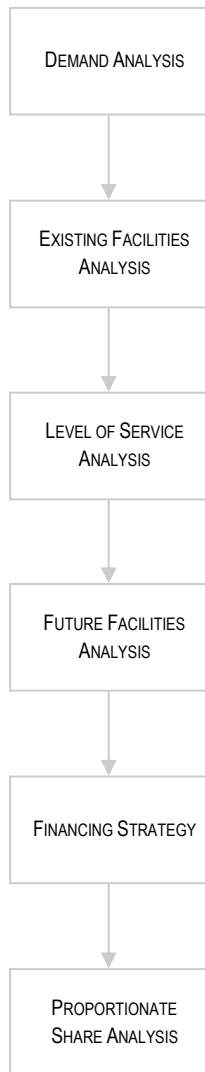
NON-STANDARD IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon public facilities.¹ This adjustment could result in a different impact fee than what is standard for its land use. An adjustment can be made if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be different than what is proposed in this analysis.

¹ 11-36a-402(1)(c)

SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFA². The IFFP is designed to identify the demands placed upon the City’s existing facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements which are intended to be funded by impact fees. The IFA is designed to proportionately allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. Each component must consider the historic level of service (“LOS”) provided to existing development and ensure that impact fees are not used to raise that LOS. The following elements are important considerations when completing an IFA:

DEMAND ANALYSIS

The demand analysis serves as the foundation for the analysis. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand as a result of new development that will impact public facilities.

EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, the analysis provides an inventory of the City’s existing system facilities. The inventory does not include project improvements. The inventory of existing facilities is important to properly determine the excess capacity of existing facilities and the utilization of excess capacity by new development. Any excess capacity identified within existing facilities can be apportioned to future new development.

LEVEL OF SERVICE ANALYSIS

The demand placed upon existing public facilities by existing development is known as the existing LOS. Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the LOS which is provided to a community’s existing residents and ensures that future facilities maintain these standards.

FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing system. This list includes any excess capacity of existing facilities as well as future system improvements necessary to maintain the LOS. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

FINANCING STRATEGY – CONSIDERATION OF ALL REVENUE SOURCES

This analysis must also include a consideration of all revenue sources, including impact fees, debt costs, alternative funding sources, and the dedication (aka donations) of system improvements, which may be used to finance system improvements.³ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.⁴

PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future (UCA 11-36a-302).

² UC 11-36a-301,302,303,304

³ 11-36a-302(2)

⁴ 11-36a-302(3)



IMPACT FEE METHODOLOGIES

There are two methods employed in this analysis to determine the maximum allowable impact fees: the Growth-Driven Approach and the Plan Based Approach.

GROWTH-DRIVEN (PERPETUATION OF EXISTING LOS)

The growth-driven method utilizes the existing level of service and perpetuates that level of service into the future. Impact fees are then calculated to provide sufficient funds for the entity to expand or provide additional facilities as growth occurs within the community. Under this methodology, impact fees are calculated to ensure new development provides sufficient investment to maintain the current LOS standards in the community. This approach is often used for public facilities that are not governed by specific capacity limitations and do not need to be built before development occurs (i.e. park facilities).

NEW FACILITY – PLAN BASED (FEE BASED ON DEFINED CIP)

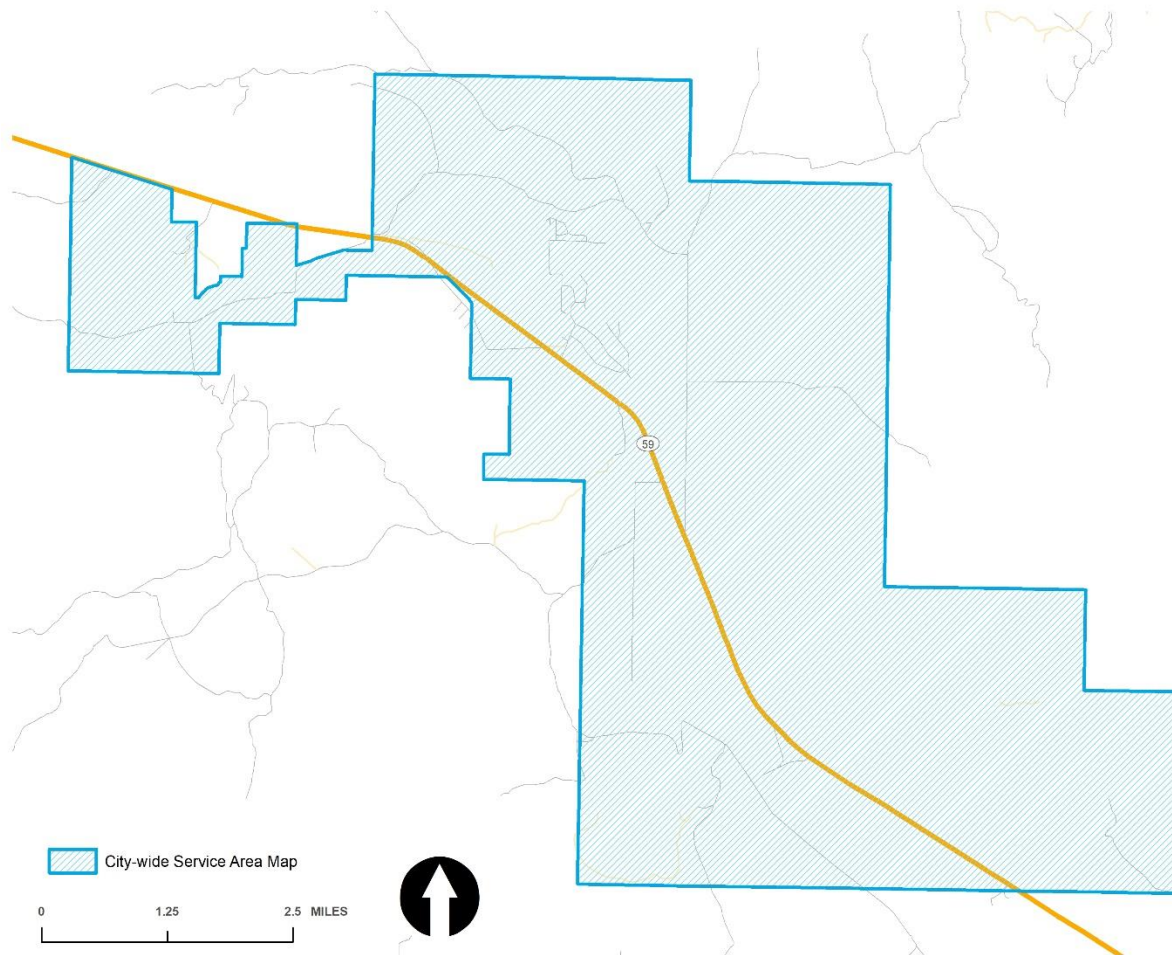
Impact fees can also be calculated based on a defined set of capital costs specified for future development. The improvements are identified in a capital plan or impact fee facilities plan as growth-related system improvements. The total cost is divided by the total demand units the improvements are designed to serve. Under this methodology, it is important to identify the existing level of service and determine any excess capacity in existing facilities that could serve new growth. Impact fees are then calculated based on many variables centered on proportionality and level of service.

SECTION 3: OVERVIEW OF SERVICE AREA AND DEMAND ANALYSIS

SERVICE AREA

Utah Code requires the impact fee enactment establish one or more service areas (“Service Area”) within which impact fees will be imposed.⁵ The Service Area for this analysis includes all areas within the City, as shown in **FIGURE 3.1** below.

FIGURE 3.1: APPLE VALLEY SERVICE AREA



DEMAND UNITS

The demand units utilized in this analysis include population, fire/EMS calls, single family equivalents (SFEs), and acres. As new development occurs within the City, it generates increased demand on City infrastructure. The system improvements identified in this study are designed to maintain the existing LOS for new property within the City. **TABLE 3.1** identifies existing development within the City, as well as the anticipated new development expected within the planning horizon.

TABLE 3.1: PROJECTED GROWTH IN DEMAND UNITS

YEAR	GROWTH RATE	POPULATION ESTIMATE	SFE ESTIMATE	FIRE/EMS CALL ESTIMATE	STORM DRAINAGE ACREAGE
2019	6%	873	403	46	603
2020	6%	925	427	49	620
2021	6%	981	453	52	638
2022	6%	1,040	480	55	656

⁵ 11-36a-402(a)



YEAR	GROWTH RATE	POPULATION ESTIMATE	SFE ESTIMATE	FIRE/EMS CALL ESTIMATE	STORM DRAINAGE ACREAGE
2023	6%	1,102	509	58	675
2024	6%	1,168	539	62	694
2025	6%	1,238	572	65	714
2026	5%	1,300	600	69	735
2027	5%	1,365	630	72	756
2028	5%	1,434	662	76	778
2029	5%	1,505	695	79	800
Growth in IFFP		632	292	33	197

SECTION 4: PARKS AND RECREATION IFA

Apple Valley is located in Washington County, Utah. The city lies near the convergence of three distinct geological areas: the Mojave Desert, Colorado Plateau, and Great Basin. The area is well known for its natural environment and proximity to several state and national parks. The City's focus on parks and trails facilities, which provide quality of life experiences and complements its location to its natural surroundings, is one of the primary factors driving new development.

Parks impact fees are typically calculated using the growth driven approach. This method calculates a level of service based on existing conditions within the service area, with the intent to perpetuate that level of service into the future. Impact fees are then calculated to provide the revenue necessary for the entity to provide sufficient facilities to future development as growth occurs within the community. This chapter will establish a LOS based on the existing park facilities and amenities provided to development within the service area.

TABLE 4.1: PROJECTED GROWTH IN DEMAND UNITS

YEAR	POPULATION
2019	873
2020	925
2021	981
2022	1,040
2023	1,102
2024	1,168
2025	1,238
2026	1,300
2027	1,365
2028	1,434
2029	1,505
2030	1,581
10 Yr IFFP Growth	632

DEMAND

The primary demand unit related to the park IFA is population growth. The population in the City at the time of the calculation of LOS was approximately 873. The service area should reach approximately 1,505 residents by 2029, or an increase of approximately 632 residents. Because of this growth, the City will need to construct additional park facilities to maintain the existing LOS. If growth projections and land use planning changes significantly in the future, the City will need to update the parks and recreation projections, the IFFP, and the impact fees.

EXISTING FACILITIES INVENTORY

The City's existing parks inventory is shown in TABLE 4.2. The improvement costs for parks and recreation are based on the existing improvements to each type of facility and are calculated on a per acre basis. The cost of land was set by City Staff and is very conservative in comparison to land values throughout the Service Area.

TABLE 4.2: ACREAGE OF EXISTING PARKS AND TRAILS

PARK NAME	AREA (ACRES)	AMENITIES
Apple Valley Town Park	0.88	Pavilion, Playground

Source: IFFP Pg. 4

LEVEL OF SERVICE

The Park LOS is defined as the total acres per 1,000 population. Based on City owned and operated facilities, the City provides 1.01 acres per 1,000 population.

TABLE 4.3: EXISTING PARK LOS

PARK TYPE	CITY OWNED ACREAGE	PER 1,000 CAPITA
Developed Active Park	0.88	1.01

EXCESS CAPACITY

Based on the methodology used in this analysis, there is no excess capacity available for new growth.

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City's existing parks and recreation infrastructure has been funded through a combination of general fund revenues, donations, and impact fees. All park land and improvements funded through donations have been excluded from the impact fee calculations unless the developer received a density credit in return for their donation.

FUTURE CAPITAL FACILITIES ANALYSIS

Future planning for park land is an ongoing process based on the changes in population and community preference. The City will purchase and improve parks and recreational facilities to maintain the level of service defined in this document. A summary of the City's future park acreage needs is summarized in **TABLE 4.4**. This analysis assumes that construction of needed park facilities will proceed on a pay-as-you-go basis, and assumes a standard annual dollar amount the City should anticipate collecting and plan to expend on park improvements.

TABLE 4.4: ILLUSTRATION OF APPLE VALLEY PARKS AND RECREATION FUTURE IMPROVEMENTS

TYPE OF IMPROVEMENT	UNIT OF MEASURE	CURRENT LOS PER 1,000	POPULATION INCREASE IFFP HORIZON	NEW PARK ACRES NEEDED
Developed Active Parks	Per Acre	1.01	632	0.64

Future investment will be used to acquire additional parks and recreation land and fund new park improvements and amenities which have a life expectancy of ten (10) years or more,⁶ or make improvements to existing park facilities to add capacity to the system. The following types of improvements may be considered:

- ☞ Land Acquisition
- ☞ Sod and Irrigation Improvements
- ☞ Pavilions
- ☞ Restrooms and other Parks and Recreation Buildings
- ☞ Barbecues (Built-In)
- ☞ Drinking Fountains
- ☞ Playgrounds
- ☞ Trailways/Trailheads
- ☞ Volleyball Courts
- ☞ Tennis Courts
- ☞ Basketball Courts
- ☞ Other Recreational Courts and Facilities
- ☞ Baseball/Softball Field Facilities
- ☞ Multi-Purpose Fields
- ☞ Field Lighting
- ☞ Concession/Buildings
- ☞ Parking
- ☞ Skate Parks
- ☞ Urban Fishing
- ☞ Dog Parks
- ☞ Benches
- ☞ Ponds
- ☞ Amphitheaters
- ☞ Splash Pads
- ☞ Bike Parks
- ☞ Pickleball Courts
- ☞ Other Park and Recreation Amenities

Additionally, the IFFP recommends the following improvements through 2040:

TABLE 4.5: PARK IFFP COST ESTIMATES

RECREATIONAL FACILITY	ACRES	COST	%ELIGIBLE	IF ELIGIBLE COST
Volunteer Park Expansion	0.69	\$131,670	100%	\$131,670
All-purpose trail	0.68	\$208,560	100%	\$208,560
Engineering & Incidentals		\$64,700	100%	\$64,700
Investment by 2040	1.37			\$404,930
Average Cost per Acre				\$295,569

As shown, the IFFP has identified an estimated cost of over \$400,000, with an average cost per acre of \$295,569. While the IFFP has identified a total of 1.37 acres of improvements, the IFA includes only the cost needed to maintain the existing LOS of 1.01 acres per 1,000 population. This results in a need for 0.64 acres of new park and recreation facilities, at an average cost of \$188,000 as shown in **Table 4.6**.

TABLE 4.6: NEEDED IMPROVEMENTS TO MAINTAIN LOS

TYPE OF IMPROVEMENT	UNIT OF MEASURE	CURRENT LOS PER 1,000	POPULATION INCREASE IFFP HORIZON	NEW PARK ACRES NEEDED	TOTAL VALUE PER ACRE	ESTIMATED FUTURE INVESTMENT
Developed Active Parks	Per Acre	1.01	632	0.64	295,569	\$188,298

PROPOSED PARKS AND RECREATION IMPACT FEE

The calculation of impact fees relies upon the information contained in this analysis and the IFFP. Impact fees are calculated based on many variables centered on proportionality share and LOS. The following describes the methodology used for calculating impact fees in this analysis.

⁶ 11-36a-102(16)

The methodology utilized in this analysis is based on the Growth-Driven Approach, or the increase (or growth), in residential demand. The current standard of practice in Utah is to assess park and recreation impact fees only to residential development. The growth-driven method utilizes the existing LOS and perpetuates that LOS into the future. Impact fees are then calculated to provide sufficient funds for the City to expand or provide additional facilities, as growth occurs within the community. Under this methodology, impact fees are calculated to ensure new development provides sufficient investment to maintain the current LOS standards in the community. This approach is often used for public facilities that are not governed by specific capacity limitations and do not need to be built before development occurs (i.e. park facilities).

PARKS AND RECREATION IMPACT FEE CALCULATIONS

Using the growth-driven methodology, the fee per capita is \$305 as shown in **Table 4.7**. Based on the per capita fee, the proposed impact fee per household (“HH”) is illustrated in **Table 4.8**.

TABLE 4.7: IMPACT FEE VALUE PER CAPITA

TYPE OF IMPROVEMENT	TOTAL COST PER ACRE	PROPOSED LOS PER 1,000	PER 1,000 POPULATION	PER CAPITA
Developed Active Parks	\$295,569	1.01	\$297,939	\$298
TYPE OF IMPROVEMENT	TOTAL COST		POPULATION SERVED	PER CAPITA
Professional Services	\$4,450		632	\$7
			Total Per Capita	\$305

TABLE 4.8: PARK IMPACT FEE SCHEDULE

IMPACT FEE PER HH	PERSONS PER HH	FEE PER HH
Residential	2.38	\$725

Source: 2010 Census for Household (“HH”) size

NON-STANDARD PARK IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a land use will have upon public facilities.⁷ The adjustment for Non-Standard Park Impact Fees could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The non-standard impact fee is calculated based on the following formula:

$$\text{Estimated Population per Unit} \times \text{Estimate of Impact Fee Per Capita } (\$305) = \text{Impact Fee per Unit}$$

⁷ 11-36a-402(1)(c)

SECTION 5: FIRE/EMS IFA

This section will address the Fire IFA to help the City plan for the necessary capital improvements for future growth. This will address the fire infrastructure and apparatus, both existing and future, needed to serve the City through the next ten years, as well as address the appropriate fire impact fees the City may charge to new growth to maintain the existing LOS.

DEMAND

The IFA is designed to accurately assess the true impact of a particular user upon the City's infrastructure and prevent existing users from subsidizing new growth. Impact fees should be used to fund the costs of growth-related capital infrastructure based upon the historic funding of the existing infrastructure and the intent of the City to equitably allocate the costs of growth-related infrastructure in accordance with the true impact that a user will place on the system

This section focuses on the specific demand units related to fire services, which will be calls for service. The demand analysis focuses on two main elements: 1) the existing demand on public facilities; and 2) the future demand as a result of new development that will impact public facilities.

To do this, two data sets are utilized: existing land-use data and calls for service. **TABLE 5.1** shows the existing amount of single-family equivalent (SFEs) residential units. Call data for the City did not have addresses tied to them, therefore each category was converted to single family equivalents as shown in **TABLE 5.2**. LYRB evaluated call data from 2017-2020, as this was the most recent call data available at the time this study was initiated. Since 2019 is the last full year of data it will be used as the basis for calculating LOS.

TABLE 5.1: FIRE CALLS PER SFE

		EXISTING SFEs	HISTORIC CALLS	EXISTING LOS (CALLS PER SFE)
Single Family Equivalent (SFE)	per unit	403	46	0.11427

TABLE 5.2: RESIDENTIAL CONVERSION

	DEVELOPED UNITS OR PER 1,000 SF	EXISTING TRIPS	SINGLE FAMILY PM PEAK TRIP RATE	SINGLE FAMILY EQUIVALENT UNITS
Residential (per Unit)	367	363	0.99	367
Commercial (per 1,000 SF)	21	35	1.68	36
Total				403

Source: ITE Trip Generation 10th Edition: 4-6 PM Peak Hour Vehicle Trip Generation Rates for the Adjacent Street Traffic (weekday 4-6PM); This Table represents only the most common uses and is NOT all-inclusive.

TABLE 5.3: PROJECTED CALLS FOR SERVICE

YEAR	POPULATION	ESTIMATED CALLS
2019	873	46
2020	925	49
2021	981	52
2022	1,040	55
2023	1,102	58
2024	1,168	62
2025	1,238	65
2026	1,300	69
2027	1,365	72
2028	1,434	76
2029	1,505	79
2030	1,581	83
2035	1,923	101
2040	2,229	118

A total of 46 calls for service were attributed to residential and non-residential development (not including calls placed from public land-uses or calls that cannot be traced to identifiable land-uses). The level of service does not include calls outside City boundaries. This serves as the basis for the demand calculation in this analysis.

It is anticipated that new growth in the Service Area will increase call volumes as well as response times, which will in turn impact the City's existing facilities. Fire services will need to be expanded in order to maintain the existing LOS as development continues throughout the City. The IFFP, in conjunction with the impact fee analysis, are designed to accurately assess the true impact of a particular user upon the City's infrastructure. Projections of call data on a per capita basis into the future suggest the City will receive an increase of 33 private fire calls by the year 2029. These additional calls will require additional staffing in the department, along with additional facilities to handle the increase in staff. Response times to calls are also critical. As such, the City has put great effort into future planning

to ensure that as growth continues, response times are not compromised, and the Fire Department is still able to provide the same service to future development as additional demands are placed on the system.

EXISTING FACILITIES INVENTORY

Based upon the City's fixed asset schedule, the existing fire facilities are valued at approximately \$182,547 based on original cost, as shown in **TABLE 5.4**.

TABLE 5.4: DESCRIPTION AND VALUE OF EXISTING FIRE FACILITIES

FACILITIES	DATE IN SERVICE	TOTAL SQ. Ft.	AGE	ORIGINAL COST
2005 Building, Fire Station	2005	4,500	15	81,000
2005 Land, Fire Station	2005	-	15	87,000
2007 Concrete Work - FD Driveway	2007	-	13	14,547
Total Facilities		4,500		\$182,547

LEVEL OF SERVICE

The LOS for purposes of this analysis is the current building square feet per call. Impact fees cannot be used to finance an increase in the LOS to current or future users of capital improvements. Therefore, it is important to identify the LOS within the Service Area to ensure that the new capacities of projects financed through impact fees do not exceed the established standard. The City currently has a LOS of 12.60 fire FTE per 1,000 residents.

TABLE 5.2 above illustrates the existing calls for service by land use type, while **TABLE 5.5** shows the existing square footage LOS. The current square footage LOS is calculated as follows: Existing Facility SF (4,500) / 2019 Calls (46) = 98 SF / call. This LOS is used to calculate the needed additional SF to maintain the current level of service: SF / call (98) * IFFP Calls (33) = SF needed to maintain LOS (3,260).

TABLE 5.5: FIRE SF LOS

	FIRE
Total Current SF	4,500
Total Calls (2019)	46
SF/Call	98
IFFP Calls	33
SF Needed to Maintain LOS	3,260
% of Total SF	42%

As traffic congestion increases and new developed areas require fire protection services, the Fire Department will need to construct new facilities to ensure the existing response times and service levels remain the same. While the LOS calculated in this report (based on sq. ft. per call) is intended to ensure that facilities similar to existing facilities are built for future development, the location and timing of the new facilities should be based on response times.

This section of the analysis summarizes the existing public facilities related to fire services. The Impact Fees Act allows the City to recover the costs of both buildings and fire suppression vehicles with an original cost of over \$500,000. A share of the cost of the fire apparatus, as determined by a proportionate share analysis, can be recovered by non-residential development.

The City covers approximately 74 square miles and serves 873 residents. The Department includes one station, located geographically in the City near Apple Valley Park. In addition, the Department serves as backup on large incidents within the county. The Department also performs inspections for compliance with fire codes and provides advanced EMT services for the City.

EXCESS CAPACITY

This analysis uses the Plan Based Methodology (described below) for calculating the impact fees, and assumes the existing facility is at capacity for the purposes of impact fee calculations. **TABLE 5.5** illustrates that new facilities are needed to maintain the adopted LOS. Future facility costs will be allocated to new development based on the growth-related calls for service anticipated within the IFFP planning horizon.

MANNER OF FINANCING EXISTING INFRASTRUCTURE

The existing public safety infrastructure and apparatus has been funded through a combination of different revenue sources, including general fund revenues, impact fees, and bond issues. Therefore, the City's existing LOS standards have been funded by the City's existing residents. The City does not anticipate receiving revenues from other entities (i.e. grants, federal or state funds, other contributions, etc.) to fund new facilities.

FUTURE CAPITAL FACILITIES ANALYSIS

The City has provided information for the 10-year planning horizon including capital project information, planning analysis and other information that has been compiled to prepare this IFA. The City has provided all future capital project data including project descriptions and estimated project costs. The following paragraph describes the methodology used for calculating impact fees in this analysis.

PLAN BASED (FEE BASED ON DEFINED CAPITAL IMPROVEMENT PLAN)

Impact fees can be calculated using a specific set of costs specified for future development. The improvements are identified in the IFFP or CIP as growth-related projects. The total project costs are divided by the total demand units the projects are designed to serve. Under this methodology, it is important to identify the existing LOS and determine any excess capacity in existing facilities that could serve new growth. As stated above, this analysis assumes existing facilities are at capacity for the purposes of impact fee calculations. Furthermore, the LOS discussion illustrates the City's need to construct additional facilities to maintain the adopted LOS.

Based upon the projected growth throughout the City, City staff has identified future facilities that must be constructed or acquired over the next ten years to serve future development within the planning horizon. The costs of these projects are detailed in **TABLE 5.6**. The project listed in the table below has a useful life of more than ten years. As stated previously, the LOS for this analysis is based on calls for service by land use type and the existing building square footage LOS. The proposed new substation facility cost to add additional capacity is estimated at \$398,200.

Additionally, the Impact Fees Act allows Cities to include in the calculation of the impact fee any fire trucks and apparatus with a cost of greater than \$500,000. The City plans to purchase a new engine in the next ten years. The fee includes the additional apparatus that will serve development occurring in the next ten years. It should be noted that fire trucks and apparatus can only be funded through impact fees assessed to non-residential development.

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. A 2.79% annual construction inflation adjustment is applied to projects completed after 2020 (the base year cost estimate). Also, a value of \$118.83 was used to estimate the base year cost.

TABLE 5.6: SUMMARY OF FUTURE CAPITAL FACILITIES

FACILITIES	CONSTRUCTION YEAR	TOTAL Sq. Ft.	ESTIMATED COST	CONSTRUCTION YEAR COST	TOTAL IMPACT FEE ELIGIBLE COST	DEMAND (CALLS) SERVED
Substation on Highway 59	2021	3,260	\$387,391	\$398,200	\$398,200	33
New Apparatus		NA	\$600,000	\$650,000	\$650,000	61

PROPOSED FIRE/EMS IMPACT FEE

The calculation of impact fees relies upon the information contained in the IFFP and this analysis. Impact fees are calculated based on many variables centered on proportionality and LOS. The proposed future facility and apparatus contemplated in this analysis will be needed to serve new development in the Service Area. Impact fees can be calculated using a specific set of costs specified for future development. The total project costs are divided by the total demand units the projects are designed to serve. Under this methodology, it is important to identify the existing LOS and determine any excess capacity in existing facilities that could serve new growth. **TABLE 5.7** illustrates the proportionate share analysis and cost per call calculations for fire facilities.

TABLE 5.7: FIRE PROPORTIONATE SHARE ANALYSIS

	COST TO FIRE	% TO IFFP	COST TO IFFP	SFE SERVED	COST PER SFE
Buy-in	\$182,547	42%	\$76,710	292	\$263
Future Facilities	\$398,200	42%	\$167,332	292	\$574
Professional Expense*	\$1,988	100%	\$1,988	292	\$7
Subtotal: Facilities	\$582,734		\$246,030		\$844
Future Apparatus	\$650,000	42%	\$273,144	26	\$10,599
Subtotal: Apparatus	\$650,000		\$273,144		\$10,599
Total	\$1,232,734		\$519,173		\$11,443

* The professional expense is allocated to demand in the next six years. The impact fee analysis should be updated within the 6-year horizon.

TABLE 5.8 illustrates the proposed impact fee by land-use type and by function. It is important to note that a political subdivision or private entity may not impose an impact fee on residential development to pay for a fire suppression vehicle.

TABLE 5.8: PROPOSED FIRE IMPACT FEE SCHEDULE

	COST PER SFE	SFE CONVERSION	TOTAL IMPACT FEE PER UNIT
Residential			
Single Family Residential	\$844	1.00	\$844
Multi-family Residential	\$844	0.68	\$571
Non-Residential			
Shopping Center (per 1K SF)	\$11,443	2.81	\$32,117
General Office (per 1K SF)	\$11,443	1.43	\$16,413
Light Industrial (per 1K SF)	\$11,443	0.84	\$9,594

NON-STANDARD FIRE IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities.⁸ This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. To determine the impact fee for a non-standard use, the City should use the following formula:

FORMULA FOR NON-STANDARD FIRE IMPACT FEES:

Residential Fee: SFE Conversion x \$844 = Recommended Impact Fee

Non-Residential Fee: SFE Conversion x \$11,443 = Recommended Impact Fee

⁸ 11-36a-402(1)(c)

SECTION 6: TRANSPORTATION IFA

The purpose of this section of the analysis is to address the transportation IFA and to help the City plan for the necessary capital improvements for future growth. The 2020 Transportation IFFP was completed by Sunrise Engineering and this section will summarize their findings. This will also address the appropriate transportation impact fees the City may charge to new growth to maintain the existing LOS.

DEMAND

Sunrise Engineering worked with City staff to develop an IFFP that would encompass the period from 2019 to 2029. Traffic volume estimates were developed by road segment. Traffic volumes were estimated based on the existing conditions and modeled conditions in the year 2029 and recommended improvements to maintain the LOS. A total of 307 new trips are anticipated in the IFFP planning horizon. These represent PM Peak trip estimates based on the most recent ITE manual trip figures. All trips were converted into single family residential equivalents. The analysis assumes that not much growth will occur in commercial trips through the IFFP horizon and a blended trip rate was used for commercial for accuracy.

TABLE 6.1: GROWTH IN TRIPS

TYPE	UNITS/SF	ITE CODE	WEEKDAY PM PEAK	EXISTING UNITS	EXISTING TRIPS	SINGLE FAMILY EQUIVALENT UNITS	NEW TRIPS BUILDOUT	BUILDOUT SFE	NEW TRIPS IFFP	NEW SFE IN IFFP
Residential	Units	210	0.99	367	363	367	929	938	263	266
Commercial	Per 1,000 SF	Average of (820, 710, 110)	1.68	21	35	36	152	91	43	26
Total				388	399	403	1,081	1,029	307	292

Source: ITE Trip Generation 10th Edition: 4-6 PM Peak Hour Vehicle Trip Generation Rates for the Adjacent Street Traffic (weekday 4-6PM); This Table represents only the most common uses and is NOT all-inclusive.

TABLE 6.1 identifies the existing development conditions within the City, as well as the anticipated new development forecasted to occur within the IFFP planning horizon. The existing population is estimated at 873. Population projections provided in the IFFP by Sunrise Engineering and census household data were used to determine the approximate number of future trips, converted to single family equivalent units (SFEs) within the City.

TABLE 6.2: POPULATION AND SFE PROJECTIONS

YEAR	POPULATION	SFEs
2019	873	403
2020	925	427
2021	981	453
2022	1,040	480
2023	1,102	509
2024	1,168	539
2025	1,238	572
2026	1,300	600
2027	1,365	630
2028	1,434	662
2029	1,505	695
2030	1,581	730
2035	1,923	888
2040	2,229	1,029

Source: Sunrise Engineering IFFP Pg. 14

EXISTING FACILITIES INVENTORY

Based upon the City's fixed asset schedule, the existing roadway facilities are valued at approximately \$2,193,525 based on original cost.

LEVEL OF SERVICE

LOS assesses the level of congestion on a roadway segment or intersection. LOS is measured using a letter grade A through F, where A represents free flowing traffic with absolutely no congestion and F represents grid lock. The future roadway system was designed to achieve a LOS at a threshold equivalent to the performance of the existing road network. As defined in the IFFP "the Town's level of service would consist of a double chip-sealed roadway matching the section shown in the Washington County Public Works Department Standard Gravel Road with Ditches".⁹

EXCESS CAPACITY

Based on the findings in the IFFP, the only buy-in included in this analysis is related to the Gateway Project identified in the IFFP eligible project list. This value is included in the IFA as a future facilities cost. No other buy-in is included in this analysis.

⁹ Sunrise Engineering IFFP Pg. 4, diagram found in Appendix A.

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City's existing infrastructure has been funded through a combination of General Fund revenues, impact fees, bonds, other governmental revenue, grants and donations. General Fund revenues include a mix of property taxes, sales taxes, federal and state grants, and any other available General Fund revenues. There are no General Obligation Bonds outstanding related to transportation system improvements. Therefore, a credit is not required for this component of the impact fee analysis.

FUTURE CAPITAL FACILITIES ANALYSIS

The City has identified the growth-related projects needed within the next ten years. Capital projects related to curing existing deficiencies were not included in the calculation of the impact fees. Total future projects applicable to new development are shown below. **TABLE 6.3** illustrates the estimated cost of future capital improvements within the Service Area, as identified in the IFFP. The total construction year cost related to new growth is \$3,581,900. The total cost attributable to the IFFP is \$2,851,879. More detail on cost estimates can be found in the Sunrise Engineering IFFP.

TABLE 6.3: SUMMARY OF FUTURE SYSTEM IMPROVEMENTS WITHIN IFFP PLANNING HORIZON

IMPROVEMENTS	COSTS	% ELIGIBLE	IMPACT FEE ELIGIBLE COST
Project #1 (Main Street Roadway Improvements)	\$1,812,250	100%	\$1,812,250
Project #2 (SR-59/Main Street Intersections Improvements - By Others)	\$304,050	100%	\$304,050
Project #3 (Canaan Way Roadway Improvements)	\$240,600	100%	\$240,600
Project #4 (Apple Valley Drive Roadway Improvements)	See SW IFFP	75%	
Project 5 (Gateway Project Road Improvements - Previously Completed)	\$1,225,000	40%	\$494,979
Total IFFP Costs	\$3,581,900		\$2,851,879

Source: Sunrise Engineering IFFP Pg. 9

PROPOSED TRANSPORTATION IMPACT FEE

This analysis has identified the future demand, the existing and proposed LOS, the availability of excess capacity, and summarizes the future facilities needed to serve new development. The following section identifies the appropriate impact fee to be assessed to new development to maintain the existing LOS.

TRANSPORTATION IMPACT FEE CALCULATION

The transportation impact fee utilizes the New Facility – Plan Based Approach, which is based on a defined set of capital costs specified for future development. The proportionate share analysis determines the proportionate cost assignable to new development based on the proposed capital projects and the new growth served by the proposed projects. The portion of the capital cost attributable to the IFFP time horizon is \$808,742. The maximum impact fee cost per trip is shown in **TABLE 6.4**.

TABLE 6.4: MAXIMUM IMPACT FEE COST PER TRIP

	TOTAL COST	% TO IFFP	COST TO IFFP	% TO GROWTH	COST TO GROWTH	FUTURE TRIPS	COST PER TRIP
Buy-In	-	28%	-	100%	-	307	-
Future Facilities	\$3,581,900	80%	\$2,851,879	28%	\$808,742	307	\$2,638.00
Professional Expense	\$14,950	100%	\$14,950	100%	\$14,950	307	\$49.00
Cost per Trip			\$2,866,829				\$2,687.00

IMPACT FEE SUMMARY BY LAND USE TYPE

The proposed impact fee by land use type is shown in **TABLE 6.5**.

TABLE 6.5: PROPOSED IMPACT FEE BY LAND USE TYPE

LAND USE	ITE CODE	UNIT	PM PEAK	PASS BY & INTERNAL ADJUSTMENT	NET TRIP	IMPACT FEE PER LAND USE
Single Family Residential	210	Residential Unit	0.99	0%	0.99	\$2,660
Multi-Family Residential	220	Residential Unit	0.67	0%	0.67	\$1,800
Shopping Center	820	1,000 sf GLA	4.21	34%	2.78	\$7,466
Light Industrial	110	1,000 sf GFA	0.83	0%	0.83	\$2,230
Office	710	1,000 sf GFA	1.42	0%	1.42	\$3,816

Source: ITE Trip Generation 10th Edition: 4-6 PM Peak Hour Vehicle Trip Generation Rates for the Adjacent Street Traffic (weekday 4-6PM); This Table represents only the most common uses and is NOT all-inclusive.



NON-STANDARD IMPACT FEES

The City reserves the right under the Impact Fees Act¹⁰ to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the City's transportation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. The City may adjust the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be different than what is proposed in this analysis.

FORMULA FOR NON-STANDARD TRANSPORTATION IMPACT FEES:

Total Units x Estimate of PM Peak Hour Trips per Unit x Adjustment Factor x \$2,687 = Impact Fee per Unit

¹⁰ 11-36a-402(1)(c)

SECTION 7: STORM WATER IFA

The purpose of this section is to address the storm water IFA and to help the City plan for the necessary capital improvements for future growth. This section will address the future storm water infrastructure needed to serve the City.

TABLE 7.1: DEVELOPED AND UNDEVELOPED ACREAGE

TOTAL AREA DRAINING THROUGH BASINS ANALYZED	UNDEVELOPED LAND WITHIN DRAINAGE BOUNDARY
603	197

Source: Sunrise Engineering IFFP Table V.B.1

DEMAND

The demand unit used in this analysis is developed and undeveloped acreage. As residential and commercial growth occurs within the City, the impervious surface area within the City will increase, resulting in additional run-off. The storm water capital

improvements identified in this study are based on maintaining the current level of service as defined in the IFFP. The proposed impact fees are based upon the projected growth in developed acreage which is used to quantify the impact that future users will have upon the City's system. **Table 7.1** illustrates the current acreage in the City.

EXISTING FACILITIES INVENTORY/EXCESS CAPACITY

An analysis of current capacity based on the LOS illustrates that there is no available capacity within the existing system, and therefore, a buy-in component is not included in this analysis. Capital projects required to maintain existing service levels, as a result of new growth, are considered impact fee eligible projects.

LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the level of service to current or future users of capital improvements. Therefore, it is important to identify the storm water level of service to ensure that the capacities of projects financed through impact fees do not exceed the established standard. The IFFP identifies the future storm water system improvements that are needed to manage the runoff caused by 10-year and 100-year events. Therefore, the City's storm water infrastructure is sized to manage runoff safely and adequately from the storm intensities and durations indicated in the IFFP.

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City has funded existing facilities using several revenue sources including general fund revenues (property taxes, sales taxes, etc.), grants, donations, impact fee revenues and debt. The City anticipates these funding mechanisms will be available for the funding of future facilities. As shown in the next section, the City has determined the portion of future projects that will be funded by impact fees as growth-related, system improvements, as well as alternative funding mechanism related to future facilities.

FUTURE CAPITAL FACILITIES ANALYSIS

The estimated costs attributed to new growth were analyzed based on existing development versus future development patterns. From this analysis, a portion of future development costs were attributed to new growth and included in this impact fee analysis as shown in **TABLE 7.2-7.4**. The costs of capital projects related to curing existing deficiencies cannot be funded through impact fees and were not included in the calculation of impact fees. The table below describes the specific capital improvements necessary to meet the future growth needs anticipated to occur within the City. This cost was inflated to reflect the actual cost of projects at the time they will be constructed. Only a portion of these projects will be built in the next ten years. The following table contains three project cost estimates.

TABLE 7.2: ILLUSTRATION OF CAPITAL IMPROVEMENTS RELATED TO GROWTH

PROJECT #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	5%	LS	\$79,300	\$79,300
2	Dust Control & Watering	1.00	LS	\$40,000	\$40,000
3	Materials Sampling & Compaction Testing	1.00	LS	\$10,000	\$10,000
4	Clearing and Grubbing	32,000.00	SY	\$0.5	\$16,000
5	Earthwork/Grading	1.00	LS	\$700,000	\$700,000
6	Armored Rock Bank with Filter Fabric	32,000.00	SY	\$25	\$800,000
7	SWPPP & Erosion Control	1.00	LS	\$20,000	\$20,000
Subtotal					\$1,665,500
Contingency					15%
Construction Total					\$1,915,500



PROJECT #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
Incidentals					
1	Funding & Administrative Services		LS	\$35,000	\$35,000
2	Engineering Design	5.10%	LS	\$116,000	\$116,000
3	Bidding & Negotiating	0.30%	HR	\$7,000	\$7,000
4	Engineering Construction Services	5.80%	HR	\$133,500	\$133,500
5	Geotechnical Report	0.30%	EST	\$8,000	\$8,000
6	Land & ROW Acquisition	2.20%	EST	\$50,000	\$50,000
7	Land & ROW Negotiation	0.30%	EST	\$6,000	\$6,000
8	Bond Attorney	0.70%	EST	\$15,000	\$15,000
9	Miscellaneous Engineering Services	0.40%	EST	\$10,000	\$10,000
Subtotal					\$380,500
Total Project Cost					\$2,296,000

TABLE 7.3: ILLUSTRATION OF CAPITAL IMPROVEMENTS RELATED TO GROWTH (CONT.)

PROJECT #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	5%	LS	\$73,000	\$73,000
2	Dust Control & Watering	1.00	LS	\$40,000	\$40,000
3	Materials Sampling & Compaction Testing	1.00	LS	\$60,000	\$60,000
4	24" HDPE Stormwater Pipe	2,460.00	LF	\$75	\$184,500
5	30" HDPE Stormwater Pipe	1,180.00	LF	\$105	\$124,000
6	Earthwork	63,400.00	CY	\$5	\$317,000
7	Armored Rock Bank with Filter Fabric	22,100.00	SY	\$25	\$552,500
8	Reworking Borrow Ditches	16,000.00	LF	\$10	\$160,000
9	SWPPP & Erosion Control	1.00	LS	\$20,000	\$20,000
Subtotal					\$1,531,000
Contingency				15%	\$230,000
Construction Total					\$1,761,000
Incidentals					
1	Funding & Administrative Services		LS	\$40,000	\$40,000
2	Engineering Design	4.80%	LS	\$108,000	\$108,000
3	Bidding & Negotiating	0.30%	HR	\$7,000	\$7,000
4	Engineering Construction Services	5.50%	HR	\$122,500	\$122,500
5	Geotechnical Report	0.40%	EST	\$8,000	\$8,000
6	Land & ROW Acquisition	6.70%	EST	\$150,000	\$150,000
7	Land & ROW Negotiation	0.50%	EST	\$12,000	\$12,000
8	Bond Attorney	0.70%	EST	\$15,000	\$15,000
9	Miscellaneous Engineering Services	0.40%	EST	\$10,000	\$10,000
Subtotal					\$472,500
Total Project Cost					\$2,233,500

TABLE 7.4: ILLUSTRATION OF CAPITAL IMPROVEMENTS RELATED TO GROWTH (CONT.)

PROJECT #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	5.00%	LS	\$17,000	\$17,000
2	Traffic Control	1.00	LS	\$4,000	\$4,000
3	Dust Control & Watering	1.00	LS	\$9,000	\$9,000
4	SWPPP	1.00	LS	\$9,000	\$9,000
5	Subsurface Investigation	1.00	LS	\$9,000	\$9,000
6	Construction Staking	1.00	LS	\$12,000	\$12,000
7	Materials Sampling and Testing	1.00	LS	\$14,000	\$14,000
8	Clearing, Grubbing, Saw Cutting, and Demolition	1.00	LS	\$18,500	\$18,500
9	Import Granular Borrow	1,100.00	Cu Yd	\$41	\$45,500
10	Earthwork and Grading	1.00	LS	\$70,000	\$70,000

PROJECT #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
11	84" CMP	70.00	LF	\$400	\$28,000
12	96" CMP	70.00	LF	\$450	\$31,500
13	6" Untreated Base Course	64,500.00	SF	\$1	\$58,500
14	Double Chip Seal	8,000.00	SY	\$3	\$20,000
15	5-Strand Barbed Wire Fence	1,000.00	LF	\$4	\$4,250
Subtotal					\$350,250
Contingency					15%
Construction Total					\$403,250
Incidentals					
1	Geotechnical Report	1.50%	LS	\$7,250	\$7,250
2	Design Survey & ROW	1.70%	LS	\$8,000	\$8,000
3	Civil Engineering Design	7.50%	LS	\$35,500	\$35,500
4	Bidding & Negotiating	0.60%	HR	\$3,000	\$3,000
5	Engineering Construction Services	4.20%	HR	\$20,000	\$20,000
Subtotal					\$73,750
Total Project Cost					\$424,000
Grand Total Project Cost					\$4,953,500

Source: Sunrise Engineering IFFP Appendix E Pg. 48-50

The IFFP details the projects shown above and considered in the calculation of the impact fees. The engineers used capital project and engineering data, planning analysis and other information to determine the future needs of the service area, as well as the ability of the existing system to serve future development. All future capital project data, including project descriptions and estimated project costs, is included in the Master Plan and IFFP. The accuracy and correctness of this analysis is contingent upon the accuracy of the data and assumptions included therein. Any deviations or changes in the assumptions due to changes in the economy or other relevant information used by the City for this study may cause this plan to be inaccurate and require modifications.

PROPOSED STORM WATER IMPACT FEE

The calculation of impact fees relies upon the information contained in this analysis. Impact fees are calculated based on many variables centered on proportionality and LOS. As a result of new growth, the storm water system is in need of expansion to perpetuate the LOS that the City has historically maintained. The *Stormwater Impact Fee Facilities Plan*, dated January 2020, outlines the recommended capital projects that will maintain the established LOS. The following paragraph describes the methodology used for calculating impact fees in this analysis.

PLAN BASED (FEE BASED ON DEFINED CAPITAL IMPROVEMENT PLAN)

Impact fees can be calculated using a specific set of costs specified for future development. The improvements are identified in the IFFP as growth related projects. The total project costs are divided by the total demand units the projects are designed to serve. Under this methodology, it is important to identify the existing LOS and determine any excess capacity in existing facilities that could serve new growth.

STORM WATER IMPACT FEE CALCULATION

The IFFP must properly complete the legislative requirements found in the Impact Fee Act if it is to serve as a working document in the calculation of appropriate impact fees. The calculation of impact fees relies upon the information contained in this analysis. Impact fees are then calculated based on many variables centered on proportionality share and LOS.

The storm water impact fees proposed in this analysis will be assessed based on the service area defined in this analysis. **TABLE 7.5** below illustrates the fee associated with projects occurring in the next ten years, future debt expense associated with funding the future projects, and other applicable costs.

TABLE 7.5: CALCULATION OF PROPORTIONATE IMPACT FEE

STORM WATER MASTER PLAN IFA CALCULATION		NOTES
Total Area Draining through basins analyzed	603	See IFFP Table V.B.1
Undeveloped Land within Drainage Boundary	197	See IFFP Table V.B.1
Percent of Cost Impact Fee Eligible:	32.67%	See IFFP Table V.B.1
Proposed Improvement Projects		
Total Project Cost	\$4,953,500	Sum of Total Project Cost Identified in Tables 7.2-7.4
Less FEMA Grant	\$3,716,000	
Total Impact Fee Eligible Project Costs	\$1,237,500	Total Project Cost less FEMA Grant
Total Interest from New Debt Service	\$504,000	The interest from new debt service shown in the calculation is based on a 30-year loan using an interest rate of 2.5%.
% of Project Cost Due to New Growth	\$404,000	\$1,237,500 x 32.67%
% of Interest Due to New Growth	\$164,500	\$504,000 x 32.67%
Impact Fee Eligible Cost	\$568,500	\$404,000 + \$164,500
Impact Fee Calculations		
Total Impact Fee Eligible Cost	\$568,500	
Undeveloped Acres within Drainage Boundary	197	
Maximum Impact Fee per Acre of Land within Drainage Boundary	\$2,885.79	\$568,500 / 197 Acres Served

Source: Sunrise Engineering IFFP Table V.B.1

NON-STANDARD STORM WATER IMPACT FEES

The City reserves the right under the Impact Fees Act¹¹ to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's storm water system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.

FORMULA FOR NON-STANDARD STORMWATER IMPACT FEES:

Total acres of development x \$2,885.79 = Impact Fee per Unit

¹¹ 11-36a-402(1)(c)

SECTION 8: GENERAL IMPACT FEE CONSIDERATIONS

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities designed and intended to provide services to service areas within the community at large.¹² Project improvements are improvements and facilities that are planned and designed to provide service for a specific development and considered necessary for the use and convenience of the occupants or users of that specific development.¹³ The Impact Fee Analysis may only include the costs of impacts on system improvements related to new growth within the proportionate share analysis.

GRANTS AND DONATIONS FUNDING

The City also received grant monies and donations to fund parks and recreation facilities. All land and improvements funded with grant monies and donations received are excluded from the impact fee calculations.

FUNDING OF FUTURE FACILITIES

The IFFP must include a consideration of all revenue sources, including impact fees and the dedication of system improvements, which may be used to finance system improvements.¹⁴ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.¹⁵

In considering the funding of future facilities, the City has determined the portion of future projects that will be funded by impact fees as growth-related, system improvements. No other revenues from other government agencies, grants or developer contributions have been identified within the IFFP to help offset future capital costs. If these revenues become available in the future, the impact fee analysis should be revised. It is anticipated that future project improvements will be funded by the developer. These costs have not been included in the calculation of the impact fee.

Other revenues such as utility rate revenues will be necessary to fund non growth-related projects and to fund growth related projects when sufficient impact fee revenues are not available. In the latter case, impact fee revenues will be used to repay utility rate revenues for growth related projects. A brief description of alternative financing options is included below.

GENERAL FUND REVENUES

General fund revenues include a mix of property taxes, sales taxes, federal and state grants, and any other available general fund revenues. All land and improvements funded with general fund monies can be included in the impact fee calculations, as these amenities were funded by existing residents.

PROPERTY TAX REVENUES

Property tax revenues are not specifically identified in this analysis as a funding source for capital projects, but interfund loans may be made from the general fund which will ultimately include some property tax revenues. Interfund loans will be repaid once sufficient impact fee revenues have been collected.

UTILITY RATE REVENUES

Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, debt service coverage, and capital project needs. Impact fee revenues are generally considered non-operating revenues and help offset future capital costs.

GRANTS DONATIONS AND OTHER CONTRIBUTIONS

The City does not anticipate any donations from new development for future system-wide capital improvements related to park facilities. A donor and the City may enter into a Development Agreement which may entitle the donor to a reimbursement for the negotiated value of system improvements funded through impact fees if donations are made by new development.

¹² 11-36a-102(20)

¹³ 11-36a102(13)

¹⁴ 11-36a-302(2)

¹⁵ 11-36a-302(3)

DEBT FINANCING

The City does not anticipate the need to utilize debt financing to fund future capital facility projects. Should the City desire to fund future projects through debt financing, the Impact Fees Act allows for the costs related to the financing of future capital projects to be included in the impact fee. However, the impact fee analysis should be updated to reflect this inclusion.

The City may receive grant monies to assist with park and trail construction and improvements. This analysis has removed all funding that has come from federal grants and donations to ensure that none of those infrastructure items are included in the LOS. Therefore, the City's existing LOS standards have been funded by the City's existing residents. Funding the future improvements through impact fees places a similar burden upon future users as that which has been placed upon existing users through impact fees, property taxes, user fees, and other revenue sources.

EQUITY OF IMPACT FEES

Impact fees are intended to recover the costs of capital infrastructure that relate to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis as presented in the impact fee analysis. Even so, there may be years that impact fee revenues cannot cover the annual growth-related expenses. In those years, growth-related projects may be delayed, or other revenues such as general fund revenues or other funds' revenues and/or fund balance reserves may be used to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through subsequent impact fees.

NECESSITY OF IMPACT FEES

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of new capital improvements related to new growth. In addition, alternative funding mechanisms are identified to help offset the cost of future capital improvements.

CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure.

EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next six years should be spent only on impact fee eligible projects to maintain the LOS.

GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. An inflation component was considered in the cost estimates in this study. All costs are represented in construction year dollars. The impact fee analysis should be updated regularly to account for changes in cost estimates over time.

APPLE VALLEY UTAH

IMPACT FEE ANALYSIS FOR PARKS & RECREATION, FIRE,
TRANSPORTATION & STORM WATER

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
NOVEMBER 2020



INTRODUCTION TO IMPACT FEES

- Before imposing an impact fee, each local political subdivision or private entity shall prepare:



IMPACT FEE FACILITIES PLAN (IFFP)

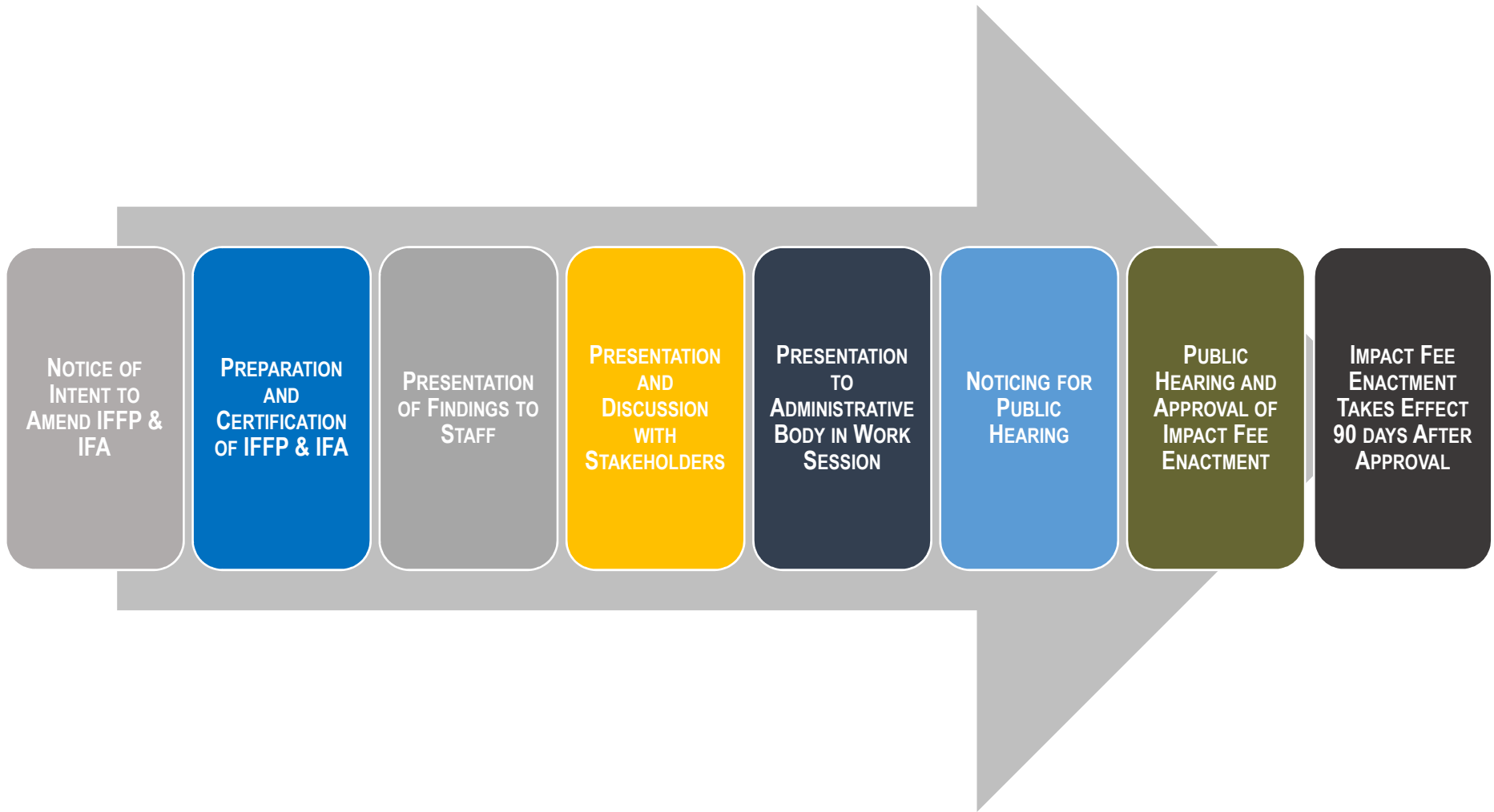
Identifies the demands placed upon the City's existing facilities by future development and evaluates how these demands will be met by the City. Outlines the improvements which are intended to be funded by impact fees.

IMPACT FEE ANALYSIS (IFA)

Proportionately allocates the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered.



IMPACT FEE PROCESS



CRAFTING A WORKING IFFP

1. Determine Demand
2. Provide Inventory of Existing Facilities
3. Establish Existing and Future Level of Service
4. Identify Existing and Future Capital Facilities Necessary to Serve New Growth
5. Consider All Revenue Resources to Finance System Improvements



IMPACT FEE ANALYSIS

1. **Service Area:** All Areas with the City
2. **Demand:** Population, Households, Acres, Trips, and Single-Family Equivalentents (SFEs)
3. **Existing Facilities Inventory:** All City Owned, IFA Eligible Facilities

Types of Facilities Excluded = Non City-Owned, Developer Funded, Other Lands

4. **Level of Service:** This analysis identifies the LOS which is provided to a community's existing residents and ensures that future facilities maintain these standards.

FUTURE FACILITIES & PROPORTIONATE SHARE ANALYSIS

Parks & Recreation

RECREATIONAL FACILITY	ACRES	COST	%ELIGIBLE	IF ELIGIBLE COST
Volunteer Park Expansion	0.69	\$131,670	100%	\$131,670
All-purpose trail	0.68	\$208,560	100%	\$208,560
Engineering & Incidentals		\$64,700	100%	\$64,700
Investment by 2040	1.37			\$404,930
Average Cost per Acre				\$295,569

TYPE OF IMPROVEMENT	TOTAL COST PER ACRE	PROPOSED LOS PER 1,000	PER 1,000 POPULATION	PER CAPITA
Developed Active Parks	\$295,569	1.01	\$297,939	\$298

TYPE OF IMPROVEMENT	TOTAL COST	POPULATION SERVED	PER CAPITA
Professional Services	\$4,450	632	\$7
		Total Per Capita	\$305

IMPACT FEE PER HH	PERSONS PER HH	FEE PER HH
Residential	2.38	\$725

Source: 2010 Census for Household ("HH") size

FUTURE FACILITIES & PROPORTIONATE SHARE ANALYSIS

Fire

FACILITIES	CONSTRUCTION YEAR	TOTAL SQ. FT.	ESTIMATED COST	CONSTRUCTION YEAR COST	TOTAL IMPACT FEE ELIGIBLE COST	SFEs SERVED
Substation on Highway 59	2021	3,260	\$387,391	\$398,200	\$398,200	694
New Apparatus		NA	\$600,000	\$650,000	\$650,000	26

	COST TO FIRE	% TO IFFP	COST TO IFFP	SFE SERVED	COST PER SFE
Buy-in	\$182,547	42%	\$76,710	292	\$263
Future Facilities	\$398,200	42%	\$167,332	292	\$574
Professional Expense*	\$1,988	100%	\$1,988	292	\$7
Subtotal: Facilities	\$582,734		\$246,030		\$844
Future Apparatus	\$650,000	42%	\$273,144	26	\$10,599
Subtotal: Apparatus	\$650,000		\$273,144		\$10,599
Total	\$1,232,734		\$519,173		\$11,443

* The professional expense is allocated to demand in the next six years. The impact fee analysis should be updated within the 6-year horizon.

FUTURE FACILITIES & PROPORTIONATE SHARE ANALYSIS

Fire (cont.)

	COST PER SFE	SFE CONVERSION	TOTAL IMPACT FEE PER UNIT
Residential			
Single Family Residential	\$844	1.00	\$844
Multi-family Residential	\$844	0.68	\$571
Non-Residential			
Shopping Center (per 1K SF)	\$11,443	2.81	\$32,117
General Office (per 1K SF)	\$11,443	1.43	\$16,413
Light Industrial (per 1K SF)	\$11,443	0.84	\$9,594

FUTURE FACILITIES & PROPORTIONATE SHARE ANALYSIS

Transportation

IMPROVEMENTS	COSTS	% ELIGIBLE	IMPACT FEE ELIGIBLE COST
Project #1 (Main Street Roadway Improvements)	\$1,812,250	100%	\$1,812,250
Project #2 (SR-59/Main Street Intersections Improvements - By Others)	\$304,050	100%	\$304,050
Project #3 (Canaan Way Roadway Improvements)	\$240,600	100%	\$240,600
Project #4 (Apple Valley Drive Roadway Improvements)	See Storm Water IFFP	75%	
Project 5 (Gateway Project Road Improvements - Previously Completed)	\$1,225,000	40%	\$494,979
Total IFFP Costs	\$3,581,900		\$2,851,879

Source: Sunrise Engineering IFFP Pg. 9

	TOTAL COST	% TO IFFP	COST TO IFFP	% TO GROWTH	COST TO GROWTH	FUTURE TRIPS	COST PER TRIP
Buy-In	-	28%	-	100%	-	307	-
Future Facilities	\$3,581,900	80%	\$2,851,879	28%	\$808,742	307	\$2,638.00
Professional Expense	\$14,950	100%	\$14,950	100%	\$14,950	307	\$49.00
Cost per Trip			\$2,866,829				\$2,687.00

FUTURE FACILITIES & PROPORTIONATE SHARE ANALYSIS

Transportation (cont.)

LAND USE	ITE CODE	UNIT	PM PEAK	PASS BY & INTERNAL ADJUSTMENT	NET TRIP	IMPACT FEE PER LAND USE
Single Family Residential	210	Residential Unit	0.99	0%	0.99	\$2,660
Multi-Family Residential	220	Residential Unit	0.67	0%	0.67	\$1,800
Shopping Center	820	1,000 sf GLA	4.21	34%	2.78	\$7,466
Light Industrial	110	1,000 sf GFA	0.83	0%	0.83	\$2,230
Office	710	1,000 sf GFA	1.42	0%	1.42	\$3,816

Source: ITE Trip Generation 10th Edition: 4-6 PM Peak Hour Vehicle Trip Generation Rates for the Adjacent Street Traffic (weekday 4-6PM); This Table represents only the most common uses and is NOT all-inclusive.

FUTURE FACILITIES & PROPORTIONATE SHARE ANALYSIS

Storm Water

STORM WATER MASTER PLAN IFA CALCULATION	
Total Area Draining through basins analyzed	603
Undeveloped Land within Drainage Boundary	197
Percent of Cost Impact Fee Eligible:	32.67%
Total Project Cost	\$4,953,500
Less FEMA Grant	\$3,716,000
Total Impact Fee Eligible Project Costs	\$1,237,500
Total Interest from New Debt Service	\$504,000
% of Project Cost Due to New Growth	\$404,000
% of Interest Due to New Growth	\$164,500
Impact Fee Eligible Cost	\$568,500
Impact Fee Calculations	
Total Impact Fee Eligible Cost	\$568,500
Undeveloped Acres within Drainage Boundary	197
Maximum Impact Fee per Acre of Land within Drainage Boundary	\$2,885.79

Source: Sunrise Engineering IFFP Table V.B.1

TOTAL IMPACT FEE SUMMARY

	PARKS & RECREATION	FIRE/EMS	TRANSPORTATION	STORM WATER*	TOTAL FEE
Single Family Dwelling Unit	\$725	\$844	\$2,660	\$1,443	\$5,672
Multi-Family Dwelling Unit	\$725	\$571	\$1,800	\$1,443	\$4,539
Shopping Center (per 1K SF)	NA	\$32,117	\$7,466	\$1,443	\$41,026
General Office (per 1K SF)	NA	\$16,413	\$3,816	\$1,443	\$21,672
Light Industrial (per 1K SF)	NA	\$9,594	\$2,230	\$1,443	\$13,267

Type	Single Family		Multi Family	
	Proposed	Existing	Proposed	Existing
Parks	\$725	\$141	\$725	\$141
Fire	\$844	\$59	\$571	\$59
Transportation	\$2,660	\$514	\$1,800	\$315
Storm Water*	\$1,443	\$86	\$1,443	\$86
Culinary Water	\$1,000	\$1,000	\$1,000	\$1,000
Sewer	\$1,500	\$1,500	\$1,500	\$1,500
Total	\$5,672	\$3,300	\$4,539	\$3,101
\$ Change	\$2,372		\$1,438	
% Change	72%		46%	

- *Assumes 0.5-acre lot
- Transportation is base on Townhome designation
- Adopted existing fees for water and sewer are much lower than the proposed fees at that time.

NEXT STEPS

- Hold public hearing
- Adopt, Modify, or Reject Proposed Impact Fees
- 90 Day Wait Period for Increase

ROADWAY FACILITIES PLAN AND IMPACT FEE ANALYSIS

1777 North Meadowlark Drive
Apple Valley, UT 84737



APRIL 2020

PREPARED BY:
Sunrise Engineering, Inc.





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

Taylor Torgersen, E.I.T.

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

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APPENDICIES

APPENDIX A – Washington County Public Works Department Standard Drawing No. 143 – Standard Gravel Road with Ditches

APPENDIX B – Population and Growth Projections

APPENDIX C – Apple Valley Roadway Facilities Plan Exhibit

APPENDIX D – Roadway Improvement Cost Estimates



ROADWAY IMPACT FEE FACILITIES PLAN

1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

In 2019, the Town of Apple Valley commissioned Sunrise Engineering, Inc. to prepare a Roadway Facilities Plan and perform an impact fee analysis. Transportation facilities such as roadways are an integral part of a community. The location and attributes of transportation facilities have a meaningful impact on the type and course of growth in the community. The Town understands the importance of an early planning process to ensure that a community-wide transportation system fulfills the current and future needs of Apple Valley residents. The specific objective of this plan is to identify roadways within the Town that will need upgrades to improve their level of service to the Town's standard and to prepare an estimated cost for these improvements. Ultimately, the goal of this plan is to provide a general guide to the Town for making decisions pertaining to future roadway development.

1.2 BACKGROUND

The Town of Apple Valley is located south and east of Hurricane along SR-59 in Washington County, Utah. The Town boundaries include Rockville to the Northeast and Hildale to the Southeast with the red and white cliffs of Zion National Park visible to the east of town. Exhibit 1.2-1 shows an area map for Apple Valley.

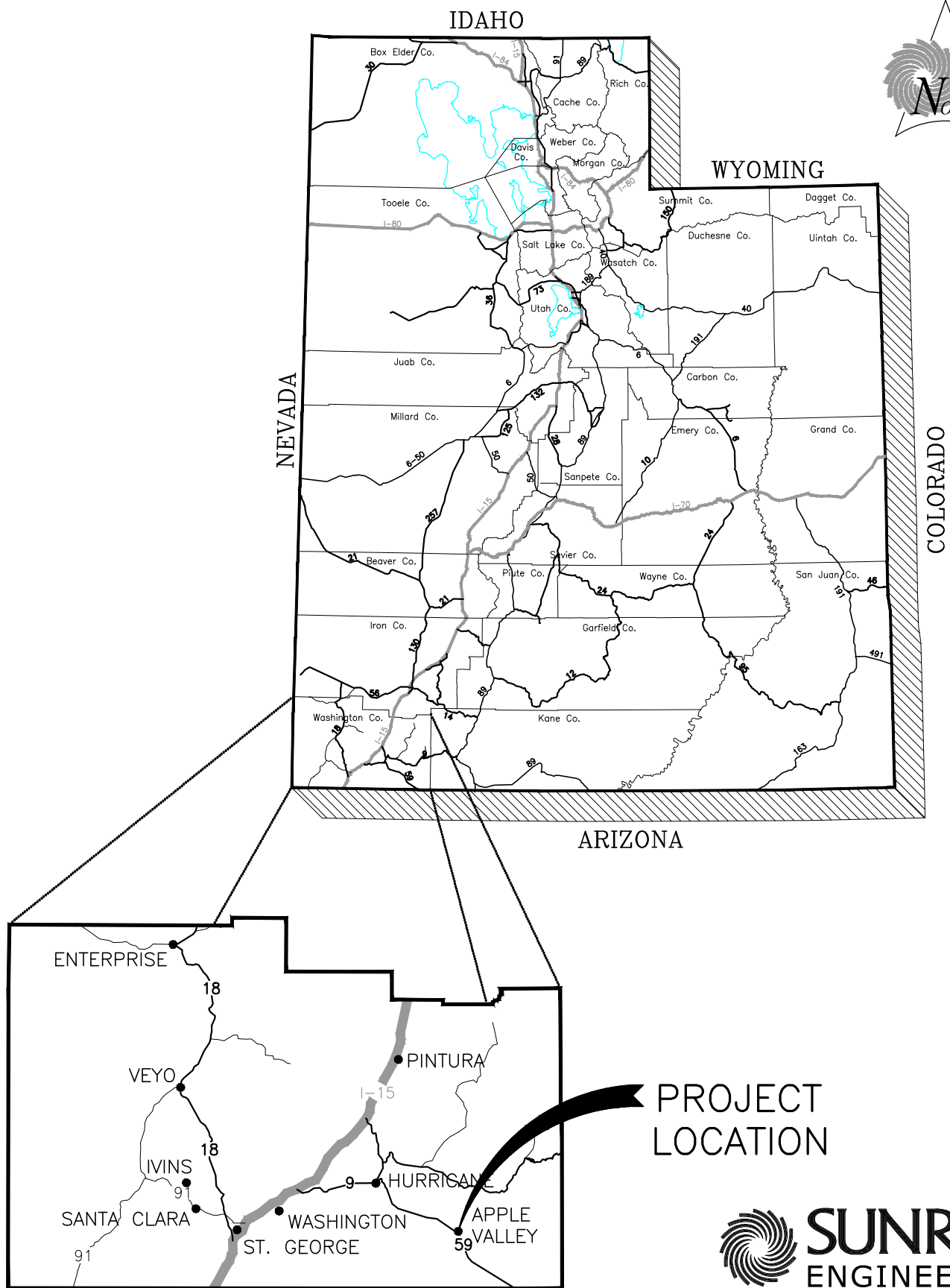
1.3 STUDY PURPOSE AND NEED

The purpose of this study is to provide a plan for the future transportation facilities within the service area of Apple Valley and to provide an estimated cost to implement these improvements. With a large number of private- and BLM-owned parcels and the potential for future development, the Town needs to develop a plan to address transportation and access corridors to benefit the community as a whole. This study will provide the Town with information and recommendations for future roadway improvements that will help the planning and construction of roadways. The study will also provide a breakdown of the estimated costs of these improved roadways and the amount of the cost that is impact fee eligible. This will allow the Town to be better prepared to manage the roadway needs for the expected future growth.

1.4 STUDY AREA

The service area used for this study consists of the Town of Apple Valley. See Exhibit 1.2-1 for the approximate location of the Town. There are several topographical challenges associated with the service area including major and minor drainages, State Route 59, and the large service area covered by the town.

1.2-1 - AREA MAP



PROJECT
LOCATION



11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL 435.652.8450 • FAX 435.652.8416
www.sunrise-eng.com

P:\Apple Valley Town\2006 Master Plans and Impact Fees\Design\Roads\Plan\LOCATION MAP-Washington co-APPLE VALLEY.dwg Apr 03, 2020 10:11am ltorgersen

2.0 STUDY PROCESS

2.1 PRELIMINARY DATA COLLECTION

To properly analyze Apple Valley's existing conditions, it was necessary to gather data about the parcels and land ownership in the Town. Data on existing roads, parcels, land ownership, and easements were provided by the Washington County GIS department. Additional data from a previously completed transportation master plan was also used. The existing data as well as the previous master plan was incorporated into the Apple Valley Future Roads GIS map.

2.2 ANALYSIS OF EXISTING CONDITIONS

After gathering the existing data and combining it in Apple Valley's GIS map, an analysis of the existing roadways, parcels, right-of-way, previous transportation plans, and other collected data was performed to identify areas where future roadway improvements are needed.

2.3 LEVEL OF SERVICE DEFINITION

To determine the definition of the Town's level of service, SEI both held discussions with the Town and looked at previously completed improvements. It was determined that the Town's level of service would consist of a double chip-sealed roadway matching the section shown in the Washington County Public Works Department Standard Dwg. No. 143, "Standard Gravel Road with Ditches" (see Appendix A).

2.4 POPULATION ANALYSIS

In order to properly perform the Impact Fee Analysis, it was necessary to gather information on the existing population in the Town and project that population out through a 20-year period. The Town of Apple Valley was established in 2004 with approximately 700 residents. Since then the town has continued to experience growth. More recent years have experienced a rapidly increasing growth rate. Census records indicate a population of 701 residents in or around 2010, with an estimated 2020 population of 925 residents. The average annual growth from 2010 to present based on these estimates is 2.00% per year.

For the impact fee analysis, a growth rate of 6% will be used for the first five years and subsequently reduced by 1% every five years until the end of the 20-year planning period. See Table 2.4.1 for projected annual growth rates in the planning period.

Year	Projected Growth Rate
2020-2025	6%
2026-2030	5%
2031-2035	4%
2036-2040	3%

Table 2.4.1 - Projected Growth Rates

Many communities in Washington County, including Hurricane and St. George are experiencing rapid growth in general, and there is potential for this growth to push out to Apple Valley. The town is anticipating some near future residential developments, which may increase the community's growth rate above the previously observed annual growth rate, depending on how quickly the development occurs. Sunrise Engineering, Inc. recommends the Town revisit these projections every five years or upon experiencing a rapid increase in growth. This report should be updated when actual growth is observed to exceed these projections, or when other significant changes occur with the town's facilities. See Table 2.4.2 for the Town's projected populations. A more detailed breakdown of the projected population is presented in Appendix B.

Year	Projected Population
2020	925
2025	1238
2030	1580
2035	1922
2040	2228

Table 2.4.2 - Projected Population

2.5 COORDINATION WITH APPLE VALLEY

After reviewing the existing data and compiling a list of preliminary recommendations and areas to discuss, representatives from SEI held a meeting with Apple Valley. At the meeting, SEI presented their list of recommendations and future roadway improvements to discuss. The parties went over the recommendations and problem areas to discuss what future roadway improvements would be needed and how these would fit into Apple Valley's visions for the Town. In general, five areas for improvement were identified which are further discussed in the Summary of Road Improvements section:

- 1) Main Street Roadway Improvements
- 2) SR-59/Main Street Intersection Improvements
- 3) Canaan Way Roadway Improvements
- 4) Apple Valley Drive Roadway Improvements
- 5) Apple Valley Way Improvements (Previously Completed)

2.6 REVIEW

Based on the feedback from the meeting with Apple Valley, SEI incorporated the recommended changes into the plan. SEI then prepared estimates for all the improvements before holding another meeting with Apple Valley to review. The finalized version of the Apple Valley Roadway Facilities Plan is shown in Appendix C. A summarized list of the proposed recommendations is found in the next section.

3.0 SUMMARY OF ROAD IMPROVEMENTS

3.1 ROADWAY PROJECTS

The planned roadway improvements generally consist of upgrades to existing roadways to improve their level of service to the Town's standard previously described in this report. A list of these improvements, identified as "Projects," are shown below with comments and estimated costs. The Project numbers for each proposed improvement correspond to the numbers shown on the Future Roadway Improvements Exhibit in Appendix C. A more detailed cost breakdown is presented in Appendix D. These Projects are not ranked by any kind of priority.

Project # 1 (Main Street Roadway Improvements)

This project will extend along Main Street (Smithsonian Butte National Backcountry Byway) from its intersection with SR-59 north approximately 2.86 miles to its intersection with the dirt road leading west towards the town and Gooseberry Mesa. The purpose of this project will be to upgrade the roadway to the Town's level of service so that it can better serve future developments accessed at the north end of the roadway. These improvements will consist of improving the existing subgrade along the roadway and placing 6" of untreated base course (UTBC) and a double chip seal. Additional minor improvements such as installation of drainage culverts and barbed wire fence will also be completed.

Impact Fee Eligible Cost Estimate: \$1,812,250

Project # 2 (SR-59/Main Street Intersection Improvements)

This project will involve constructing improvements to the intersection of Main Street and SR-59. Currently, this intersection is skewed with Main Street intersecting SR-59 at an angle of approximately 23°. This project will realign the intersection so that Main Street will instead be perpendicular to SR-59. This project will also involve other improvements to the intersection required due to the realignment. This project will be funded by both the Town and the Utah Department of Transportation (UDOT). UDOT will cover the costs of all improvements inside their right-of-way while the Town will be required to cover the costs of all other improvements outside the UDOT right-of-way. The cost given below and the cost estimate shown in Appendix B only shows the expenses associated with work done outside the UDOT right-of-way that the Town is required to pay for.

Impact Fee Eligible Cost Estimate: \$304,050

Project # 3 (Canaan Way Roadway Improvements)

This project will improve the west end of Canaan Way in the southeast corner of town from where the road leaves the west end of the houses to where it intersects an existing north-south dirt road. Currently, the road is a gravel road in the area adjacent to the houses in before it turns into a two-track dirt road on the west end. In order to get the west end of the road up to the Town's level of service, the road will require clearing & grubbing in the right-of-way and placement of granular borrow and UTBC to improve the subgrade. Once the subgrade has been improved, a double chip seal will be placed.

Impact Fee Eligible Cost Estimate: \$240,600

Project # 4 (Apple Valley Drive Roadway Improvements)

This project will construct drainage improvements to Apple Valley Drive so that the road will not be washed out during large rain events. Currently, there are two existing drainage channels that cross the east-west section of the road on their way to a 9' pipe culvert that carries storm water underneath SR-59. It was determined that a

96" pipe and 84" pipe will need to be installed at the east and west ends of this section of road, respectively, in order to handle large storm events. This project will also improve the existing roadway up to the Town's level of service by placing 6" of UTBC and a double chip seal. This project and its associated costs are shown under the Stormwater Impact Fee Facilities Plan.

Project # 5 (Gateway Project Road Improvements – Previously Completed)

This project consists of previously completed improvements to roads within in Apple Valley. As part of these improvements, an existing bridge in town was demolished and replaced. It was determined that of the total project cost, the bridge replacement, accounting for approximately 40% of the total project amount, would be impact fee eligible. The Town took out a loan of \$1,318,000 for the project of which there is a current principal balance of \$1,225,000. Based on the 40% impact fee eligible factor, \$494,979 of that remaining balance is impact fee eligible.

Impact Fee Eligible Impact-Fee Eligible Costs: \$494,979

4.0 IMPACT FEE ANALYSIS

4.1 IMPACT FEE ELIGIBLE COSTS

The Impact Fees Act allows for the charging of Impact Fees to pay for transportation facilities needed to mitigate the impact of new development on public infrastructure. A portion of these improvements will be designated as Impact Fee eligible due to the Town needing to install the necessary infrastructure to accommodate new growth. Below is a list of projects, costs, and estimated percent Impact Fee Eligible amounts prior to adding estimated financing or inflation. The total cost of the project shown in the table below shows those portions of the streets for which the City would be responsible. A detailed breakdown of costs is shown in Appendix D.

Table 4.1.1 – Impact Fee Eligible Costs

IMPROVEMENTS	COSTS	% E.F. EI.	I.F. EI. COSTS
Project #1 (Main Street Roadway Improvements)	\$ 1,812,250	100%	\$ 1,812,250
Project #2 (SR-59/Main Street Intersections Improvements - By Others)	\$ 304,050	100%	\$ 304,050
Project #3 (Canaan Way Roadway Improvements)	\$ 240,600	100%	\$ 240,600
Project #4 (Apple Valley Drive Roadway Improvements)	SEE STORMWATER IMPACT FEE FACILITIES PLAN		
Project #5 (Gateway Project Road Improvements – Previously Completed)	\$ 1,225,000	40%	\$ 494,979
SUBTOTAL	\$ 3,581,900		\$ 2,851,879
2020 Roadway Impact Fee Facilities Plan	\$		10,500
2025 Roadway Impact Fee Facilities Plan	\$		12,500
2030 Roadway Impact Fee Facilities Plan	\$		14,500
SUBTOTAL	\$		37,500
TOTAL	\$ 3,619,400		\$ 2,889,379

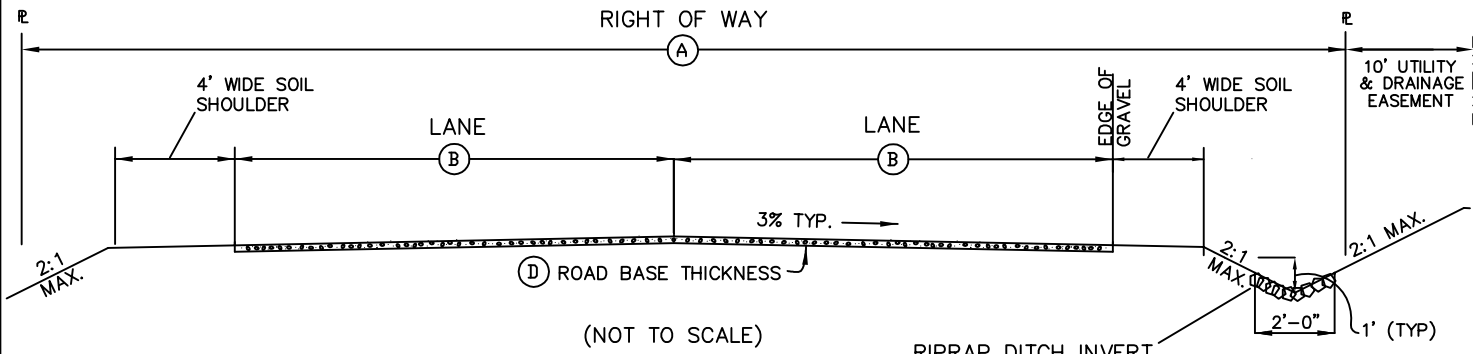
All the listed projects are considered by this report to be necessitated due to new growth (100% impact fee eligible) except for Projects #4 and #5. Project #4 was determined to be 75% impact fee eligible. This impact fee eligibility was determined by comparing the area of currently developed land being served by the road versus land that is expected to have future development. Project #5 was determined to be 40% impact fee eligible. This was done by finding out how much of the initial project cost went towards replacing the bridge structure. From

there, that percentage was factored into the remaining loan balance to determine how much of the current principal is impact fee eligible.

4.2 IMPACT FEE ANALYSIS

The information obtained during this study will be used by Lewis Young Robertson & Burningham, Inc., to determine what the maximum eligible impact fee amount is for Apple Valley.

Appendix A
Washington County Public Works Department
Standard Drawing No. 143 – Standard Gravel
Road with Ditches



RIPRAP DITCH INVERT
WHERE SLOPES ARE GREATER
THAN 5% OR FLOW IS
GREATER THAN 2 CFS.
SEE NOTE #3

DIMENSIONS				
MARK	LOCAL	MINOR COLLECTOR	MAJOR COLLECTOR	ARTERIAL
A	50'	60'	66'	80'+
B	14'	19'	22'	29'(MIN)
D	SEE STANDARD SPECIFICATIONS			

NOTES:

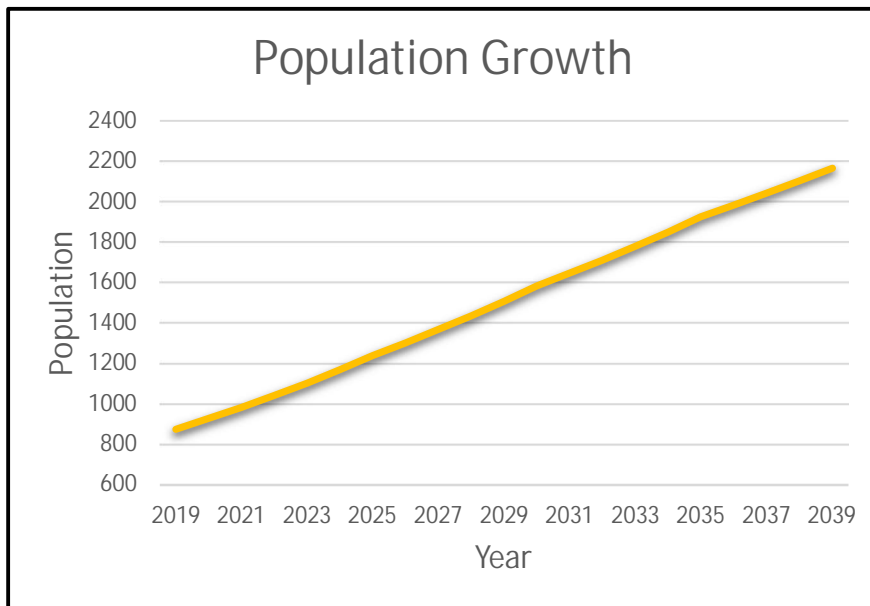
- 1) OTHER EROSION CONTROL MATERIALS MAY BE USED UPON APPROVAL OF THE COUNTY REPRESENTATIVE.
- 2) 10' MINIMUM WIDE UTILITY EASEMENT REQUIRED OUTSIDE OF RIGHT OF WAY, BOTH SIDES OF STREET.

WASHINGTON COUNTY PUBLIC WORKS DEPARTMENT			STANDARD DWG. NO.	
STANDARD GRAVEL ROAD WITH DITCHES			143	1 OF 1
APPROVED:				
DATE: APR 2017			BY: TE	

Appendix B

Population and Growth Projections

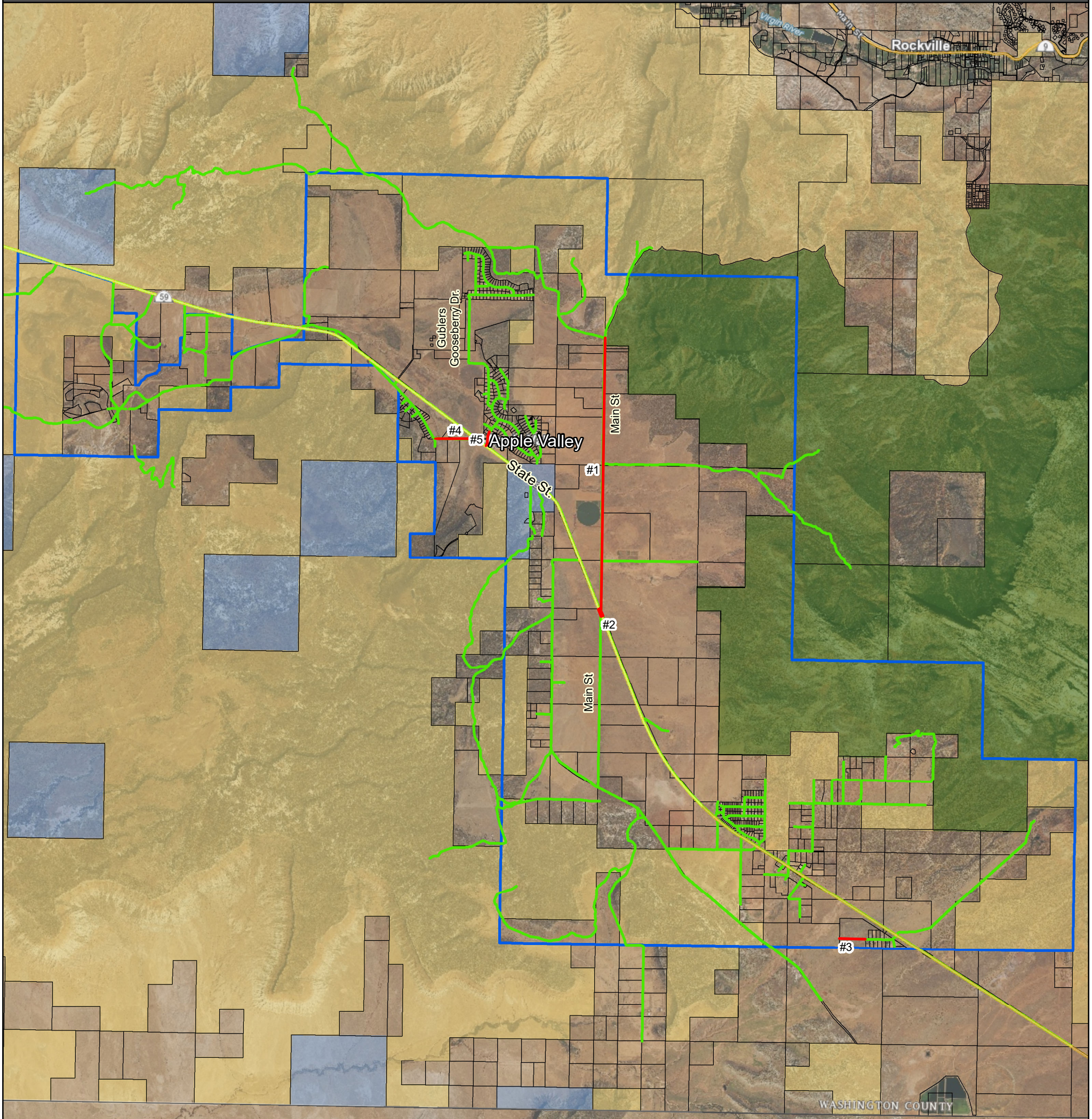
Year	Projected Population	Growth Rate
2019	873	6%
2020	925	6%
2021	981	6%
2022	1040	6%
2023	1102	6%
2024	1168	6%
2025	1238	6%
2026	1300	5%
2027	1365	5%
2028	1434	5%
2029	1505	5%
2030	1581	5%
2031	1644	4%
2032	1709	4%
2033	1778	4%
2034	1849	4%
2035	1923	4%
2036	1981	3%
2037	2040	3%
2038	2101	3%
2039	2164	3%
2040	2229	3%



Appendix C

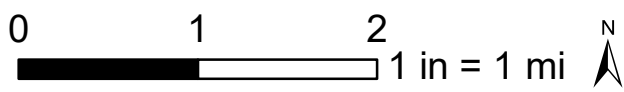
Town of Apple Valley Roadway Facilities Plan

Apple Valley Roadway Facilities Plan



Legend

- Proposed Roads
- Existing Roads
- Apple Valley Municipality
- Parcels
- Private Land
- State Trust Lands
- National Wilderness Area
- Bureau of Land Management



Roadway Improvements

- #1 Main Street Roadway Improvements**
- #2 SR-59/Main Street Intersections Improvements**
- #3 Canaan Way Roadway Improvements**
- #4 Apple Valley Drive Roadway Improvements**
- #5 Apple Valley Way Improvements (Previously Completed)**



Appendix D

Roadway Improvements Cost Estimates



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ENGINEER'S OPINION OF PROBABLE COST

ROADWAY IMPROVEMENTS COST ESTIMATE	4/30/2020
APPLE VALLEY TOWN	TCT

NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT	% IMPACT FEE ELIGIBLE	IMPACT FEE TOTAL
MAIN STREET ROADWAY IMPROVEMENTS							
CONSTRUCTION							
1	Mobilization	5%	LS	\$ 64,500.00	\$ 64,500	100%	\$ 64,500
2	Traffic Control	1	LS	\$ 23,000.00	\$ 23,000	100%	\$ 23,000
3	Dust Control & Watering	1	LS	\$ 57,000.00	\$ 57,000	100%	\$ 57,000
4	SWPPP	1	LS	\$ 57,000.00	\$ 57,000	100%	\$ 57,000
5	Subsurface Investigation	1	LS	\$ 57,000.00	\$ 57,000	100%	\$ 57,000
6	Construction Staking	1	LS	\$ 75,000.00	\$ 75,000	100%	\$ 75,000
7	Materials Sampling and Testing	1	LS	\$ 90,000.00	\$ 90,000	100%	\$ 90,000
8	Clearing, Grubbing, Saw Cutting, and	1	LS	\$ 45,000.00	\$ 45,000	100%	\$ 45,000
10	Export Waste Material	950	Cu Yd	\$ 14.00	\$ 13,500	100%	\$ 13,500
11	Import Granular Borrow	950	Cu Yd	\$ 41.00	\$ 39,000	100%	\$ 39,000
12	Earthwork and Grading	1	LS	\$ 175,000.00	\$ 175,000	100%	\$ 175,000
13	6" Untreated Base Course	426,500	SF	\$ 0.90	\$ 384,000	100%	\$ 384,000
14	Double Chip Seal	47,000	SY	\$ 2.50	\$ 117,500	100%	\$ 117,500
15	24" HDPE	625	LF	\$ 72.00	\$ 45,000	100%	\$ 45,000
15	36" HDPE	375	LF	\$ 108.00	\$ 40,500	100%	\$ 40,500
16	Misc. Storm Drain Appurtenances	1	LS	\$ 15,000.00	\$ 15,000	100%	\$ 15,000
17	5-Strand Barbed Wire Fence	13,000	LF	\$ 4.25	\$ 55,250	100%	\$ 55,250
Subtotal					\$ 1,353,250	100%	\$ 1,353,250
				15% Contingency	\$ 203,000		\$ 203,000
CONSTRUCTION SUBTOTAL					\$ 1,556,250		\$ 1,556,250
PROFESSIONAL SERVICES AND INCIDENTALS							
1	Geotechnical Report	1.38%	LS	\$ 25,000.00	\$ 25,000	100%	\$ 25,000
2	Design Survey & ROW	1.66%	LS	\$ 30,000.00	\$ 30,000	100%	\$ 30,000
3	Civil Engineering Design	6.07%	LS	\$ 110,000.00	\$ 110,000	100%	\$ 110,000
4	Bidding & Negotiating	0.61%	HR	\$ 11,000.00	\$ 11,000	100%	\$ 11,000
5	Engineering Construction Services	4.41%	HR	\$ 80,000.00	\$ 80,000	100%	\$ 80,000
PROFESSIONAL SERVICES SUBTOTAL					\$ 256,000		\$ 256,000
MAIN STREET ROADWAY IMPROVEMENTS SUBTOTAL					\$ 1,812,250		\$ 1,812,250

SR-59/MAIN STREET INTERSECTION IMPROVEMENTS							
CONSTRUCTION							
1	Mobilization	5%	LS	\$ 10,500.00	\$ 10,500	100%	\$ 10,500
2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000	100%	\$ 3,000
3	Dust Control & Watering	1	LS	\$ 7,000.00	\$ 7,000	100%	\$ 7,000
4	SWPPP	1	LS	\$ 7,000.00	\$ 7,000	100%	\$ 7,000
5	Subsurface Investigation	1	LS	\$ 7,000.00	\$ 7,000	100%	\$ 7,000
6	Construction Staking	1	LS	\$ 9,000.00	\$ 9,000	100%	\$ 9,000
7	Materials Sampling and Testing	1	LS	\$ 11,000.00	\$ 11,000	100%	\$ 11,000
8	Clearing, Grubbing, Saw Cutting, and	1	LS	\$ 13,500.00	\$ 13,500	100%	\$ 13,500
10	Export Waste Material	600	Cu Yd	\$ 14.00	\$ 8,500	100%	\$ 8,500
11	Import Granular Borrow	600	Cu Yd	\$ 41.00	\$ 25,000	100%	\$ 25,000
12	Earthwork and Grading	1	LS	\$ 40,000.00	\$ 40,000	100%	\$ 40,000
13	6" Untreated Base Course	47,500	SF	\$ 0.90	\$ 43,000	100%	\$ 43,000
14	Double Chip Seal	6,000	SY	\$ 2.50	\$ 15,000	100%	\$ 15,000
15	5-Strand Barbed Wire Fence	3,400	LF	\$ 4.25	\$ 14,450	100%	\$ 14,450
Subtotal					\$ 213,950	100%	\$ 213,950
15% Contingency					\$ 32,100		\$ 32,100
CONSTRUCTION SUBTOTAL					\$ 246,050		\$ 246,050
PROFESSIONAL SERVICES AND INCIDENTALS							
1	Geotechnical Report	1.64%	LS	\$ 5,000.00	\$ 5,000	100%	\$ 5,000
2	Design Survey & ROW	1.64%	LS	\$ 5,000.00	\$ 5,000	100%	\$ 5,000
3	Civil Engineering Design	8.22%	LS	\$ 25,000.00	\$ 25,000	100%	\$ 25,000
4	Bidding & Negotiating	0.66%	HR	\$ 2,000.00	\$ 2,000	100%	\$ 2,000
5	Engineering Construction Services	6.91%	HR	\$ 21,000.00	\$ 21,000	100%	\$ 21,000
PROFESSIONAL SERVICES SUBTOTAL					\$ 58,000		\$ 58,000
SR-59/MAIN STREET INTERSECTION IMPROVEMENTS SUBTOTAL					\$ 304,050		\$ 304,050
CANAAN WAY ROADWAY IMPROVEMENTS							
CONSTRUCTION							
1	Mobilization	5%	LS	\$ 8,500.00	\$ 8,500	100%	\$ 8,500
2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000	100%	\$ 3,000
3	Dust Control & Watering	1	LS	\$ 6,000.00	\$ 6,000	100%	\$ 6,000
4	SWPPP	1	LS	\$ 6,000.00	\$ 6,000	100%	\$ 6,000
5	Subsurface Investigation	1	LS	\$ 6,000.00	\$ 6,000	100%	\$ 6,000
6	Construction Staking	1	LS	\$ 8,000.00	\$ 8,000	100%	\$ 8,000
7	Materials Sampling and Testing	1	LS	\$ 9,000.00	\$ 9,000	100%	\$ 9,000
8	Clearing, Grubbing, Saw Cutting, and	1	LS	\$ 12,000.00	\$ 12,000	100%	\$ 12,000
10	Export Waste Material	550	Cu Yd	\$ 14.00	\$ 8,000	100%	\$ 8,000
11	Import Granular Borrow	550	Cu Yd	\$ 41.00	\$ 23,000	100%	\$ 23,000
12	Earthwork and Grading	1	LS	\$ 35,000.00	\$ 35,000	100%	\$ 35,000
13	6" Untreated Base Course	41,000	SF	\$ 0.90	\$ 37,000	100%	\$ 37,000
14	Double Chip Seal	5,000	SY	\$ 2.50	\$ 12,500	100%	\$ 12,500
Subtotal					\$ 174,000	100%	\$ 174,000
15% Contingency					\$ 26,100		\$ 26,100
CONSTRUCTION SUBTOTAL					\$ 200,100		\$ 200,100
PROFESSIONAL SERVICES AND INCIDENTALS							
1	Geotechnical Report	1.66%	LS	\$ 4,000.00	\$ 4,000	100%	\$ 4,000
2	Design Survey & ROW	1.66%	LS	\$ 4,000.00	\$ 4,000	100%	\$ 4,000
3	Civil Engineering Design	8.31%	LS	\$ 20,000.00	\$ 20,000	100%	\$ 20,000
4	Bidding & Negotiating	0.62%	HR	\$ 1,500.00	\$ 1,500	100%	\$ 1,500
5	Engineering Construction Services	4.57%	HR	\$ 11,000.00	\$ 11,000	100%	\$ 11,000
PROFESSIONAL SERVICES SUBTOTAL					\$ 40,500		\$ 40,500
CANAAN WAY ROADWAY IMPROVEMENTS SUBTOTAL					\$ 240,600		\$ 240,600

GATEWAY PROJECT IMPROVEMENTS (ALREADY COMPLETED)						
Project Total/Original Loan Amount				\$ 1,318,000	40%	\$ 532,557
Current Principal Balance				\$ 1,225,000	40%	\$ 494,979
GATEWAY PROJECT IMPROVEMENTS (ALREADY COMPLETED) SUBTOTAL				\$ 1,225,000		\$ 494,979
TOTAL PROJECT COSTS \$ 3,581,900 80% \$ 2,851,879						
FUTURE ROADWAY IMPACT FEE FACILITIES PLANS						
1	2020 Roadway Impact Fee Facilities Plan	1	LS	\$ 10,500.00		\$ 10,500
2	2025 Roadway Impact Fee Facilities Plan	1	LS	\$ 12,500.00		\$ 12,500
3	2030 Roadway Impact Fee Facilities Plan	1	LS	\$ 14,500.00		\$ 14,500
FUTURE ROADWAY IMPACT FEE FACILITIES PLANS SUBTOTAL				\$		\$ 37,500
TOTAL \$ 3,619,400 \$ 2,889,379						
<p>In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.</p>						



THE TOWN OF APPLE VALLEY

STORMWATER IMPACT FEE FACILITIES PLAN

JANUARY 2020

PREPARED BY:





THE TOWN OF APPLE VALLEY STORMWATER IMPACT FEE FACILITIES PLAN

JANUARY 2020

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I. INTRODUCTION

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

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

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

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

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

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

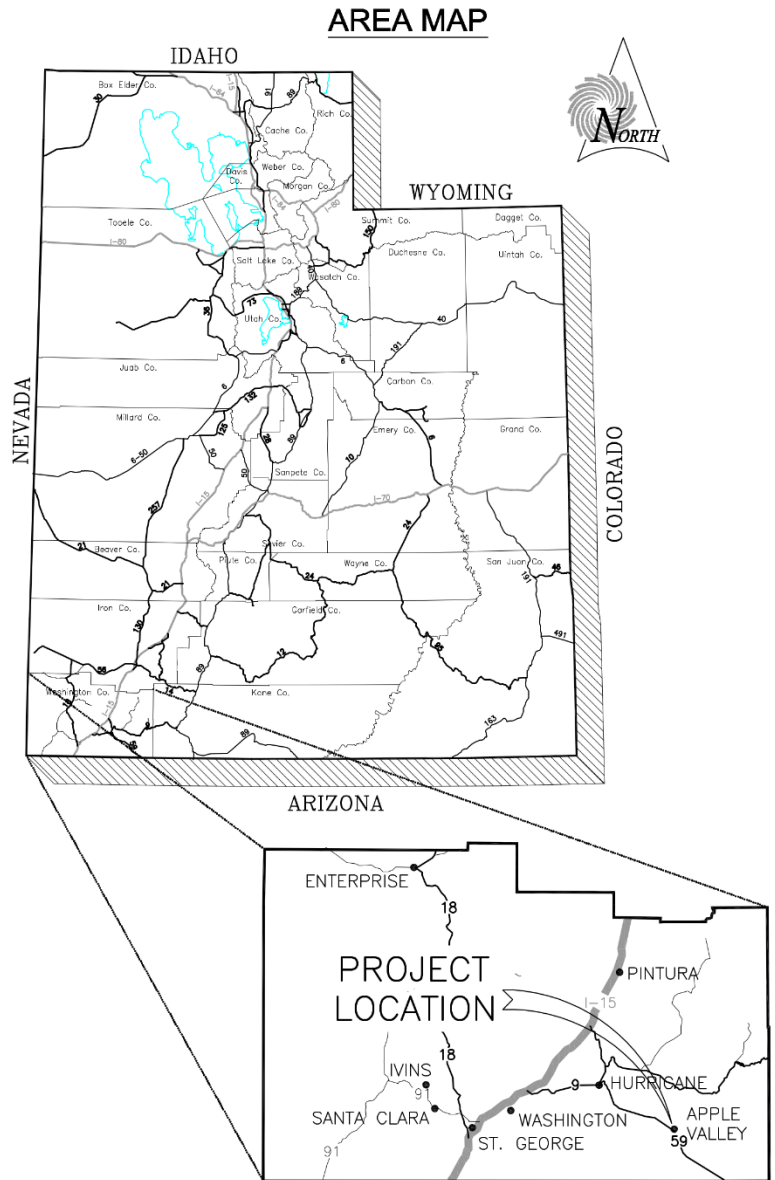


Figure I-1: Area Map

II. BASIN DESCRIPTION & DATA COLLECTION

A. FIELD INVESTIGATION

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

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

B. EXISTING DRAINAGE FACILITIES

Roadway Conveyance

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

Storm Drain Pipe System

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

Drainage Channels

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

A. WATERSHED INFORMATION

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

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

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

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

B. SOIL TYPE INFORMATION

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

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

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

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

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

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

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

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

C. LAND USE PATTERNS

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

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

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

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

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

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

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

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

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

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

D. HISTORY OF FLOODING & COMPLAINTS

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

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

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

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

driveways and sent water through yards in the town.

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

III. HYDROLOGICAL ANALYSIS

A. INTRODUCTION

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

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

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

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

E. HYDROLOGICAL MODEL

Method of Analysis

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

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

Basin Delineation

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

Rainfall Data

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

Design Storm

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

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

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

Soil Type and Land Use Characteristics

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

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

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

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

Time of Concentration

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

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

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

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

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

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

F. HYDROLOGICAL MODEL RESULTS

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

IV. SYSTEM ANALYSIS

A. INTRODUCTION

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

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

B. EXISTING FACILITIES

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

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

Swales

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

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

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

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

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

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

Storm Drain Pipe Systems

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

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

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

and development requirements should respect these facts.

Culverts

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

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

G. SYSTEM IMPROVEMENTS

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

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

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

Recommended Improvements

East Apple Valley Drainage Channel

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

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

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

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

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

Borrow Ditch Improvements

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

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

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

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

H. NATURAL DRAINAGE CHANNEL INFRASTRUCTURE

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

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

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

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

I. MAINTENANCE AND MISCELLANEOUS IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

J. WATER QUALITY IMPROVEMENT MEASURES

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

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

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

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

V. COST & PROPOSED IMPACT FEES

A. SYSTEM IMPROVEMENT

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

K. STORM DRAIN IMPACT FEES

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

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

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

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

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

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

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

downstream runoff to these natural drainage channels.

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

The Impact Fee Analysis contained herein:

includes only the costs for qualifying public facilities that are:

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

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

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

L. PROPOSED FINANCING PLAN

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

M. DRAINAGE RATE ANALYSIS

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

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

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

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

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

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

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

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

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

sufficient to cover actual expenses incurred by the utility.

N. CASH FLOW ANALYSIS

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

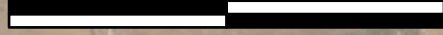
The Cash Flow Analysis has been included as Table V.E.1 in Appendix E.

APPENDIX A – MASTER PLAN FIGURES

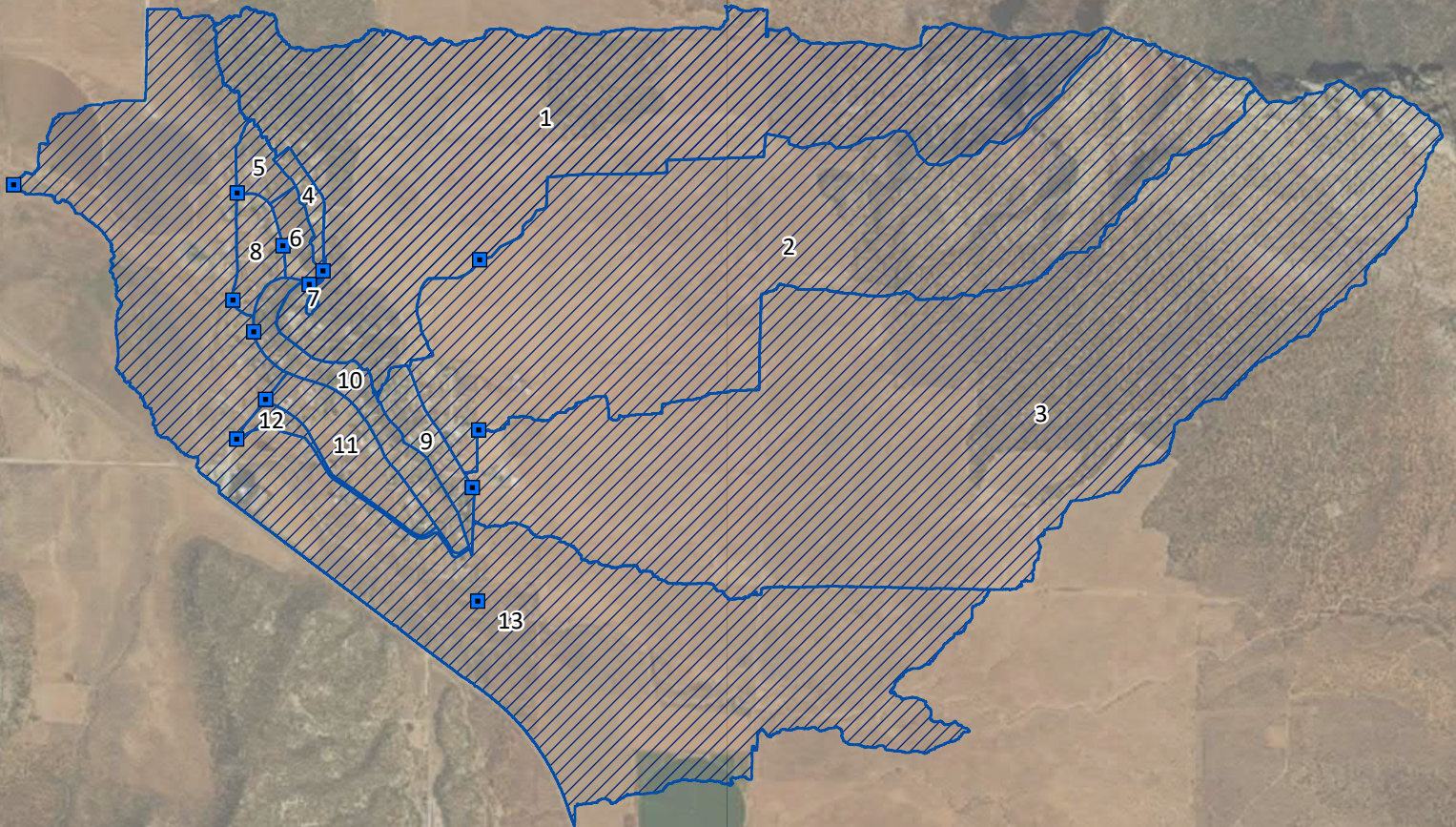
Figure II.C.1
EXISTING DRAINAGE BASINS



0 2,500 5,000



HORIZ: 1" = 2,200 Feet



Legend



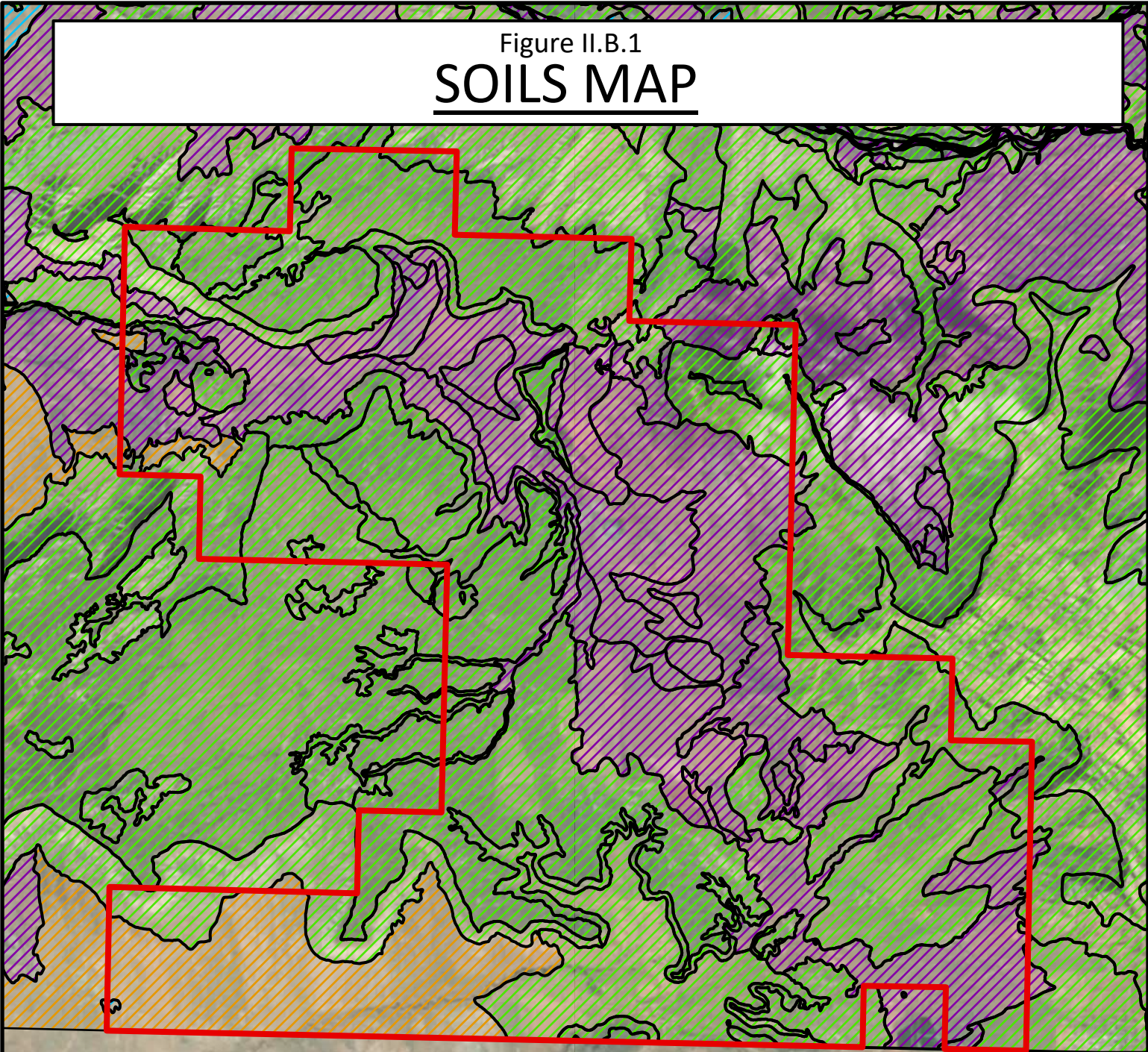
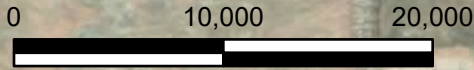
-  Outlet Point
-  Existing Drainage Basins

Figure II.B.1
SOILS MAP



Legend

- A
- B
- B/C
- C
- Town Boundary

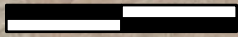


HORIZ: 1" = 10,000 Feet


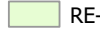















Figure II.E.1 Apple Valley Zoning Map



0 5,000 10,000



HORIZ: 1" = 8,500 Feet

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

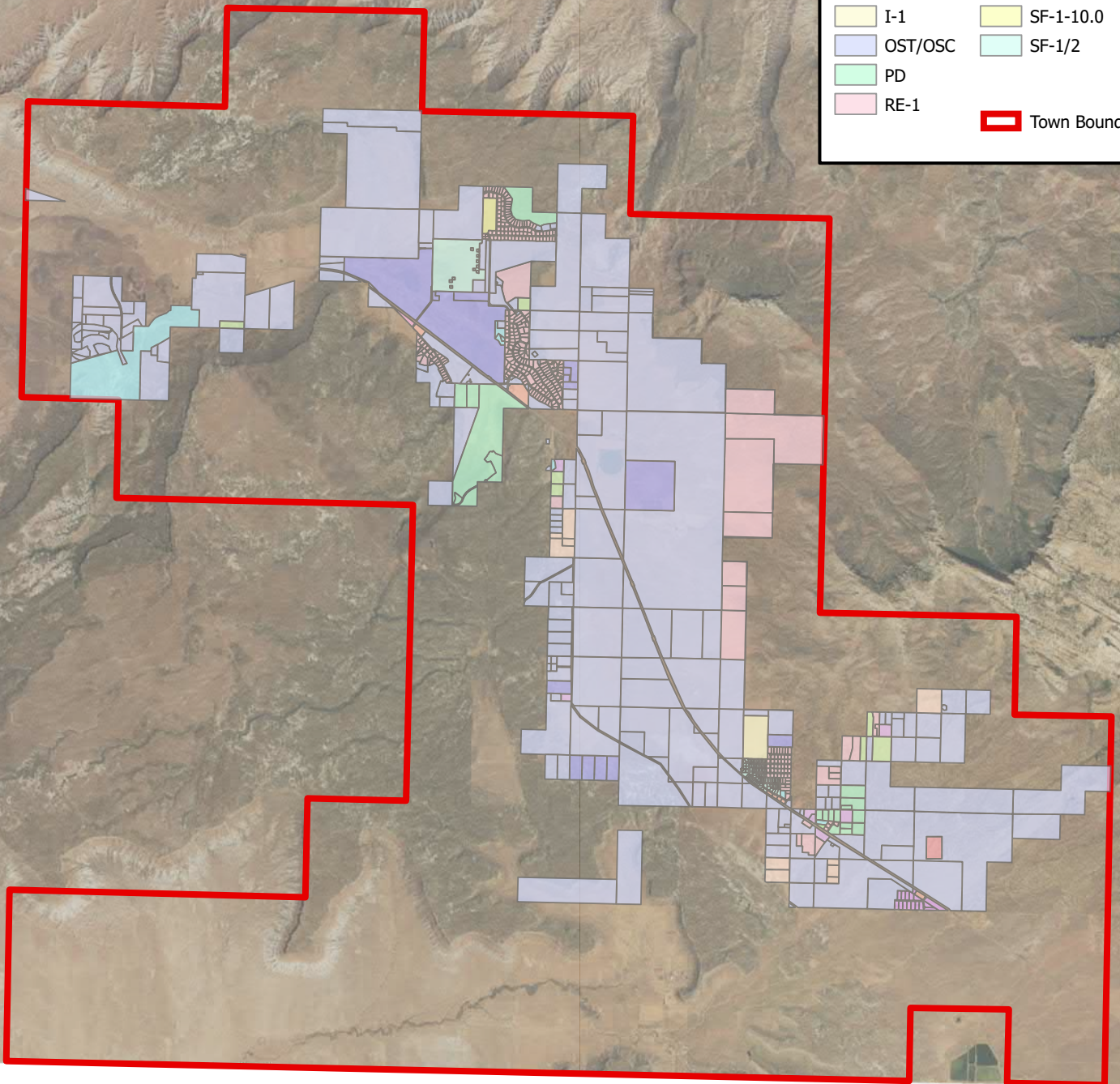
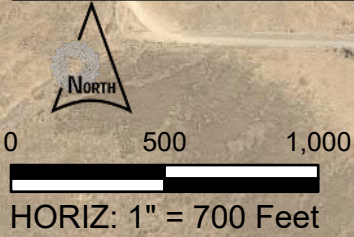


Figure IV.C.1

EXISTING STORM WATER IMPROVEMENTS



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

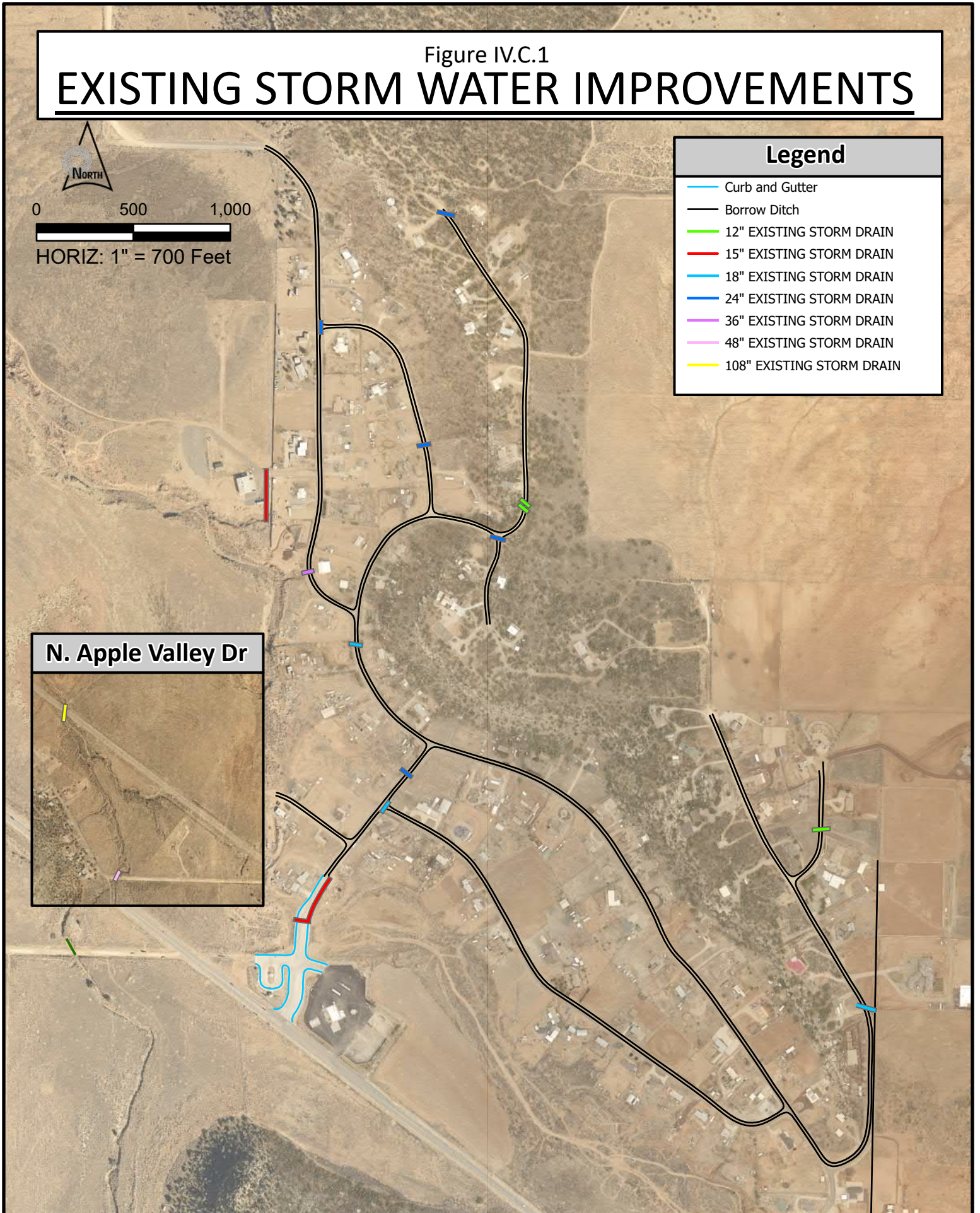
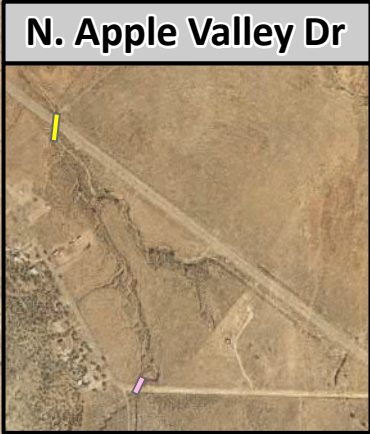







Figure IV.C.2

PROPOSED STORM WATER INFRASTRUCTURE



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

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

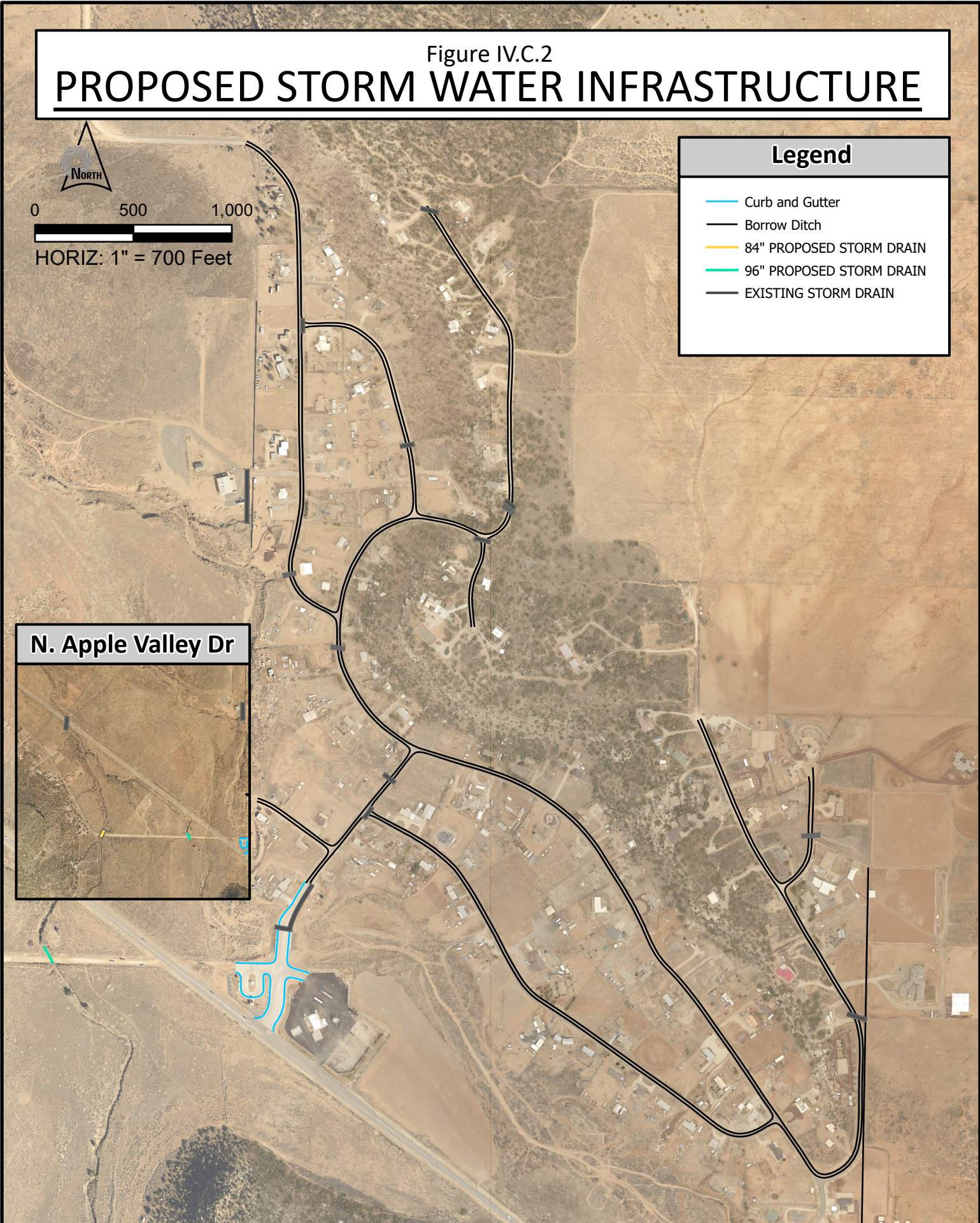
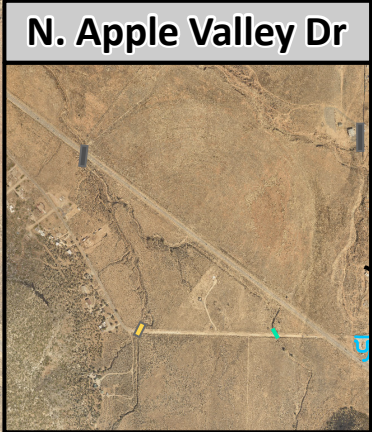
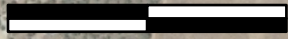


Figure IV.C.2






PROPOSED STORM WATER INFRASTRUCTURE



0 500 1,000



HORIZ: 1" = 700 Feet

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

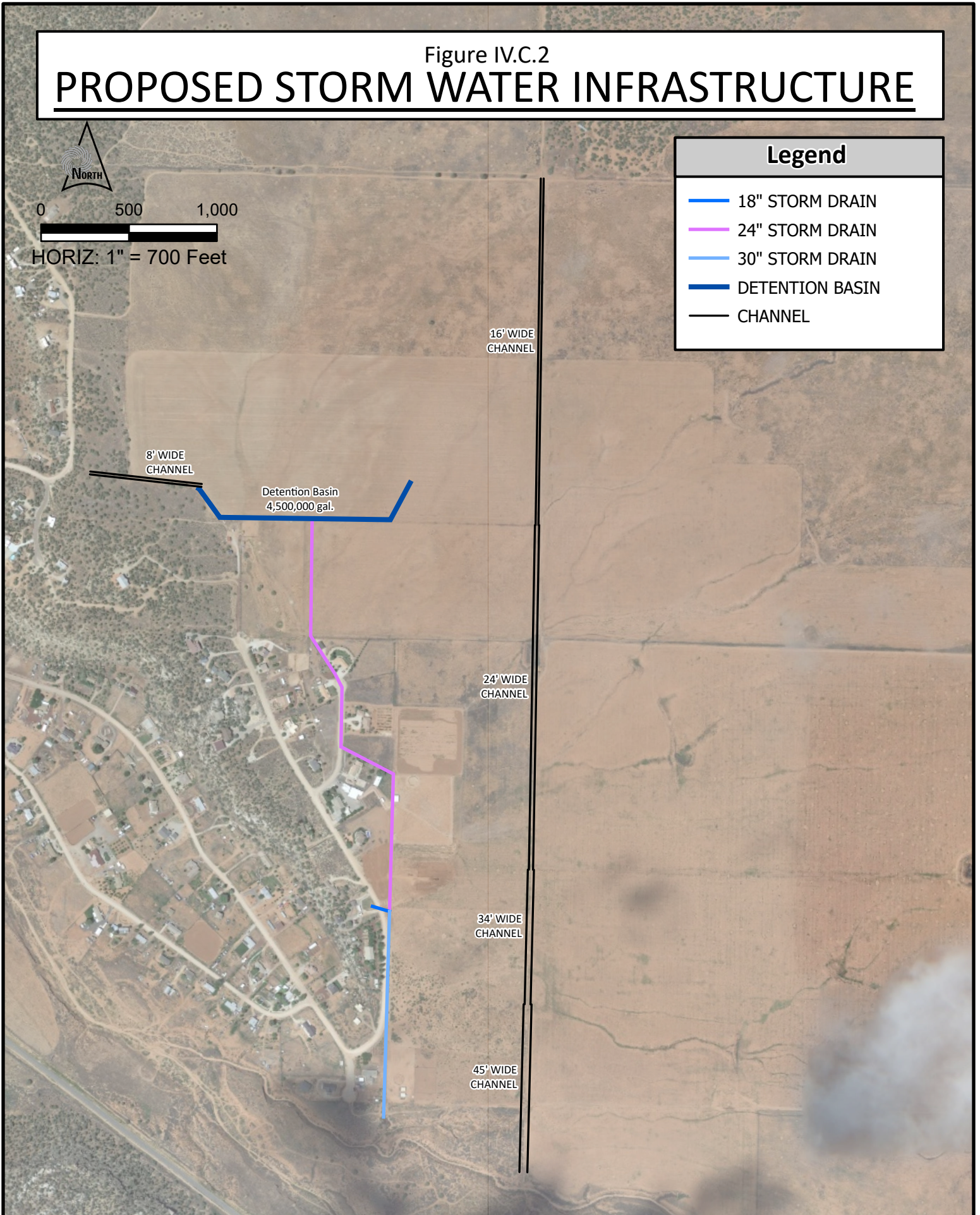
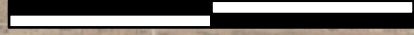


Figure IV.C.3

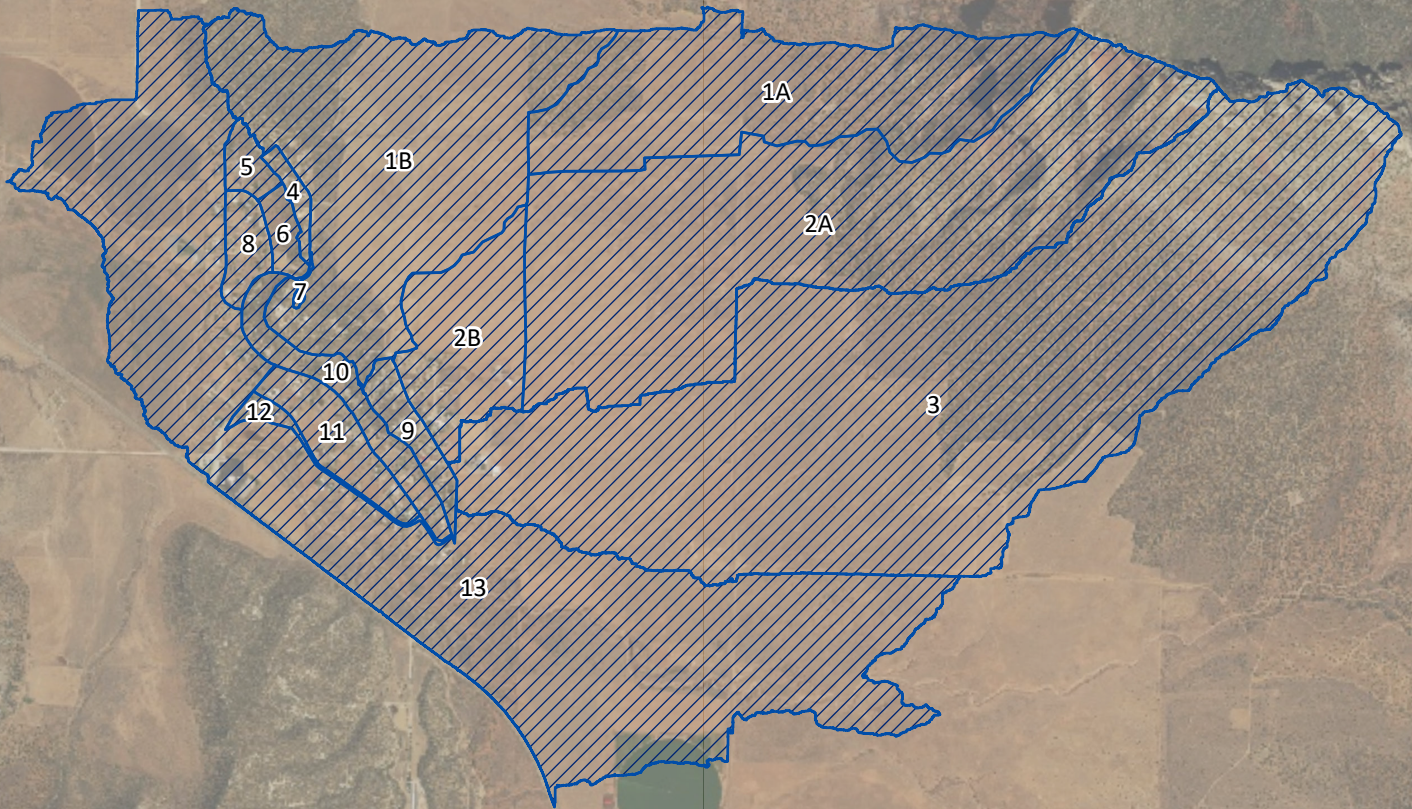
DRAINAGE BASINS AFTER IMPROVMENTS



0 2,500 5,000



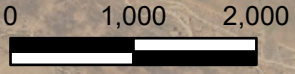
HORIZ: 1" = 2,200 Feet



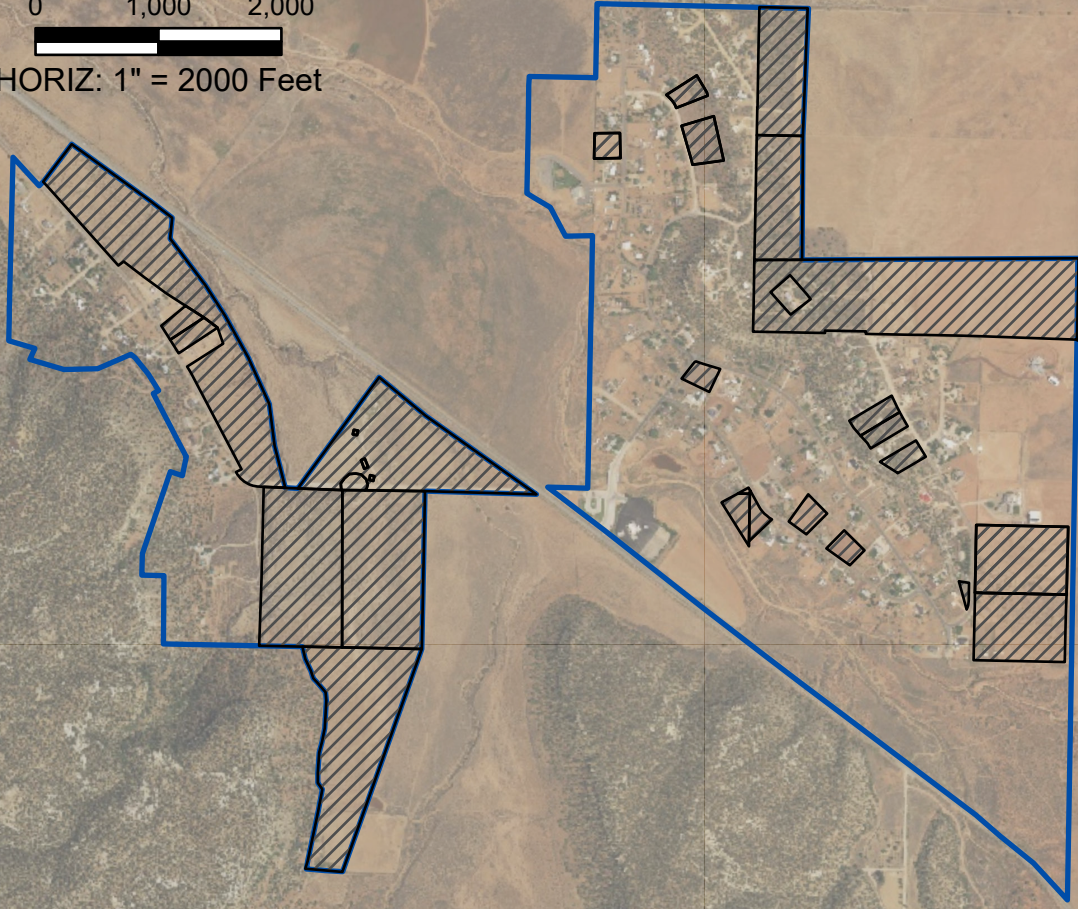
Legend

 Existing Drainage Basins



Figure V.B.1
AREA TO BE DEVELOPED



HORIZ: 1" = 2000 Feet



Legend

-  Area to be developed
-  Apple Valley AOI

APPENDIX B – MASTER PLAN TABLES

Table III.B.1
NOAA Precipitation Data

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



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



POINT PRECIPITATION FREQUENCY ESTIMATES

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

NOAA, National Weather Service, Silver Spring, Maryland

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

PF tabular

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

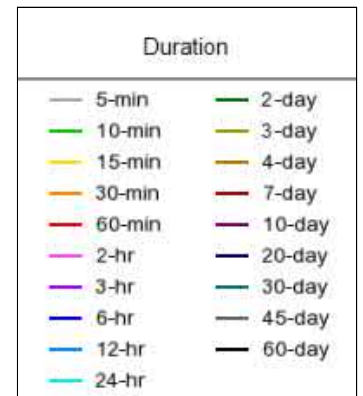
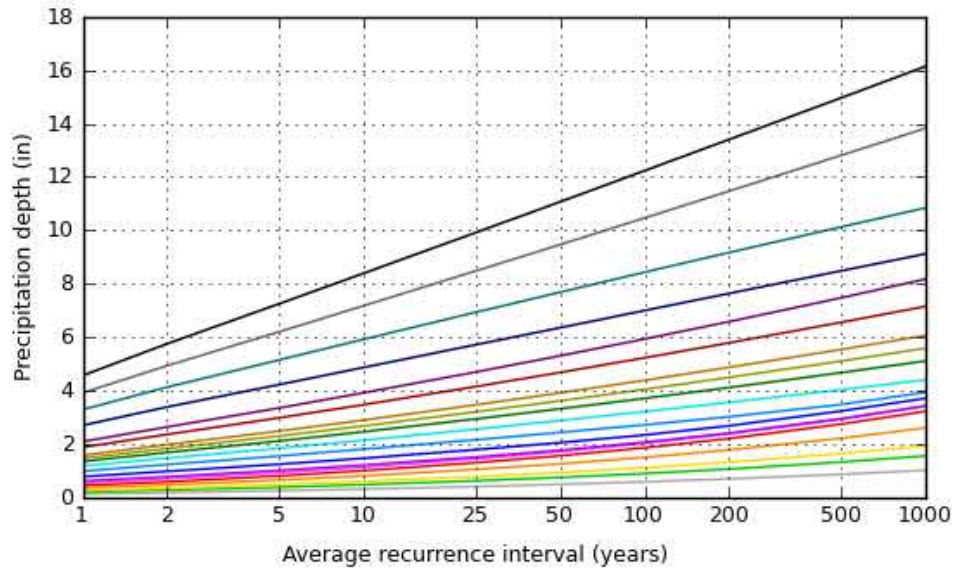
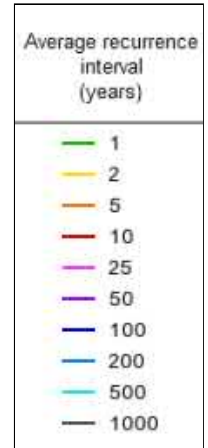
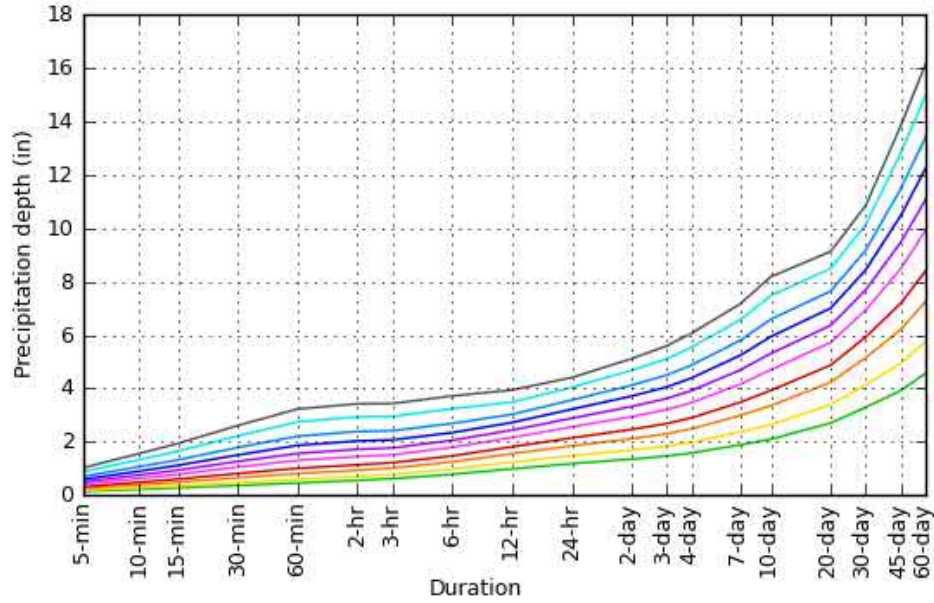
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average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

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PF graphical

PDS-based depth-duration-frequency (DDF) curves

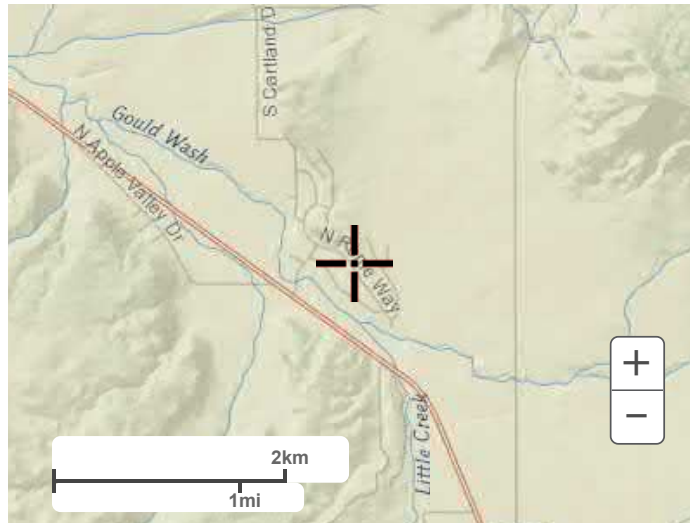
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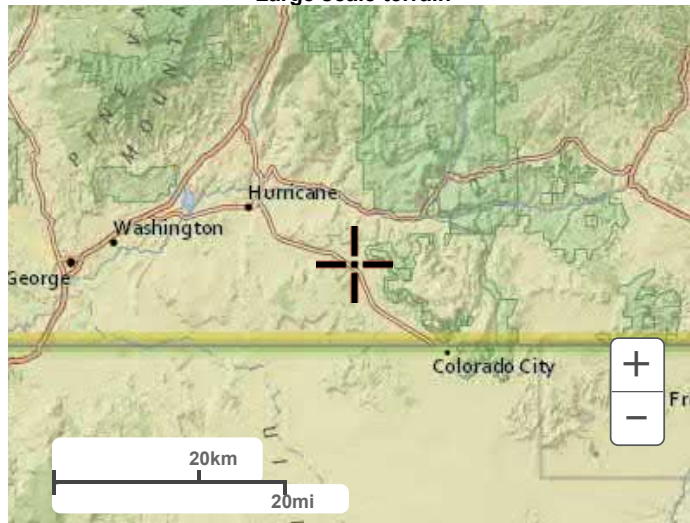
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Maps & aerials

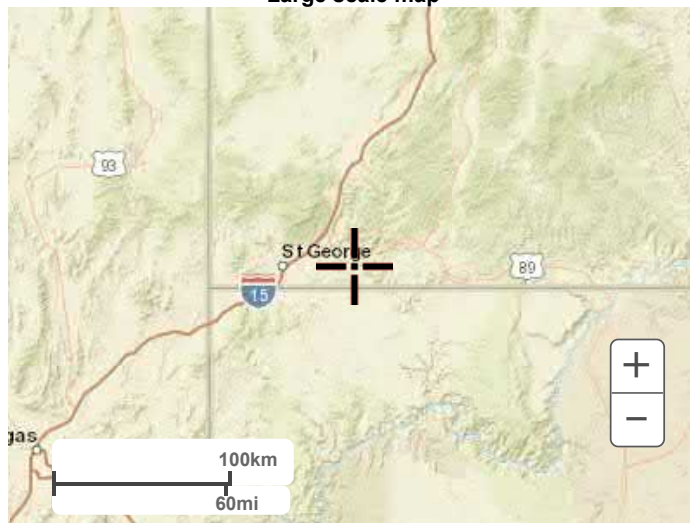
Small scale terrain



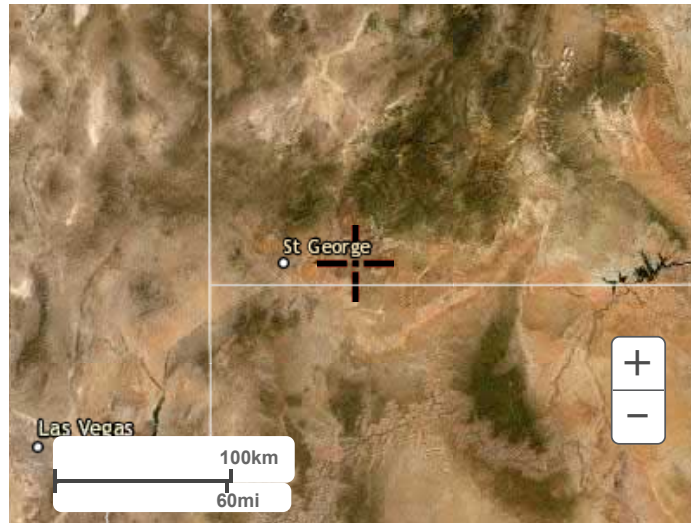
Large scale terrain



Large scale map



Large scale aerial



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Table III.B.2
Rainfall Distribution

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

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

Actual data from Atlas 14
 Interpolated data from Atlas 14

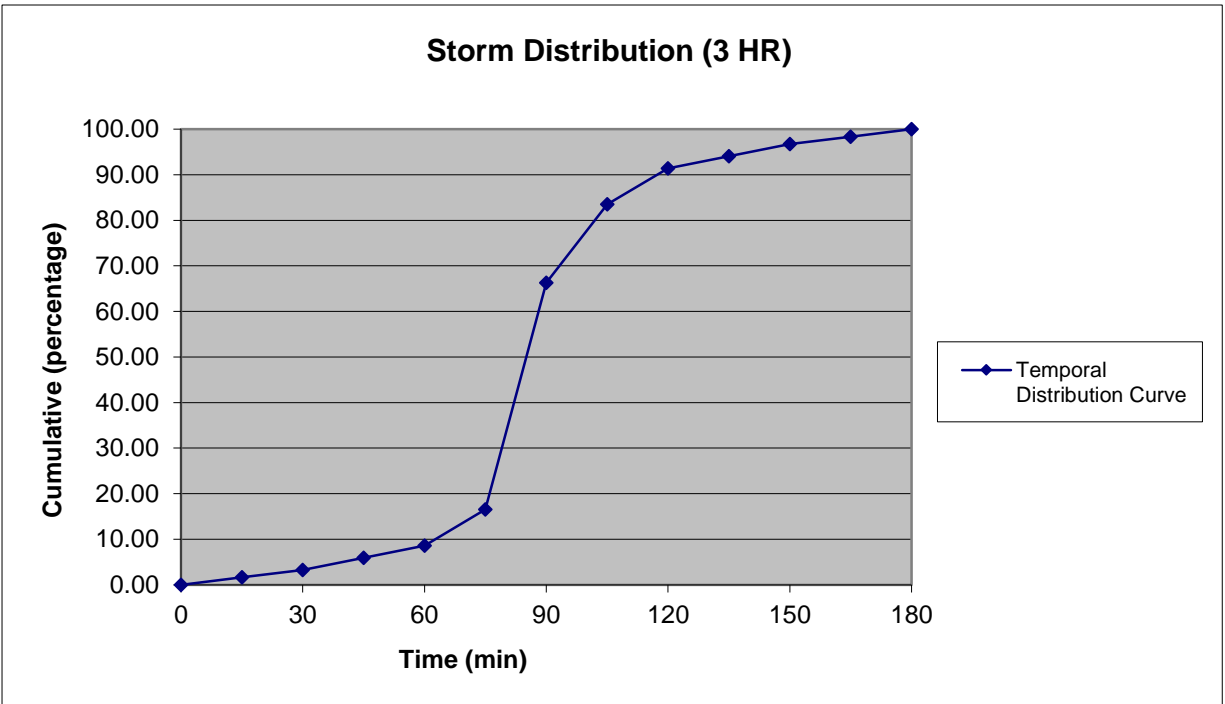


Table III.B.3
Drainage Basin Parameters Analysis Results (1 of 2)

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

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

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

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

Basin Name	Basin Area (mi2)	Basin Slopes (ft/ft)	CN	Lag Time (hr)	10-Year 3-Hour		100-Year 3-Hour	
					Peak Flow (cfs)	Total Flow (Ac-Ft)	Peak Flow (cfs)	Total Flow (Ac-Ft)
1a	0.304	0.137	82.8	0.389	42.2	3.6	166.9	12.0
1b	0.410	0.036	82.8	0.564	48.6	4.9	184.0	16.2
2a	0.624	0.184	84.8	0.390	112.8	9.3	394.5	28.1
2b	0.115	0.016	84.8	0.605	16.4	1.7	55.8	5.2
3	1.135	0.156	83.9	0.615	142.4	15.3	510.7	48.1
4	0.010	0.092	83.0	0.138	2.4	0.1	9.6	0.4
5	0.015	0.219	87.8	0.047	6.8	0.3	20.1	0.8
6	0.014	0.153	84.4	0.063	4.3	0.2	15.7	0.6
7	0.001	0.037	81.4	0.071	0.3	0.0	1.2	0.0
8	0.023	0.097	87.3	0.112	10.0	0.4	30.7	1.2
9	0.027	0.061	87.9	0.178	9.8	0.5	29.4	1.5
10	0.048	0.146	84.6	0.212	10.9	0.7	36.1	2.2
11	0.047	0.013	87.3	0.489	10.3	0.9	30.3	2.5
12	0.010	0.015	86.8	0.480	2.1	0.2	6.2	0.5

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

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

APPENDIX C – HYDROLOGIC EVALUATION RESOURCES

Table IV.B.1
Conveyance Capacity of Roadway Swales

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CMP			Slope = 0.1000	
d (in)	Mannings n	Q (cfs)	Q (gpm)	Flowing Full V (fps)
8	0.022	2.26	1,016	6.49
10	0.022	4.11	1,842	7.53
12	0.022	6.68	2,996	8.50
15	0.022	12.10	5,432	9.86
18	0.022	19.68	8,833	11.14
21	0.022	29.69	13,324	12.34
24	0.022	42.39	19,023	13.49
30	0.022	76.85	34,491	15.66
36	0.022	124.97	56,086	17.68
42	0.022	188.51	84,602	19.59
48	0.022	269.14	120,789	21.42
60	0.022	487.98	219,004	24.85

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

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

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

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

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

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

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

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

APPENDIX D – HYDROLOGIC MODEL OUTPUT

10-Year 3-Hour Storm (Existing)

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

Project: Improvements Simulation Run: 10 Year 3 Hour Storm

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

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

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

100-Year 3-Hour Storm (Existing)

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

Project: Improvements Simulation Run: 100 Year 3 Hour Storm

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

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

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

10-Year 3-Hour Storm (After Improvements)

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

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

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

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

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

100-Year 3-Hour Storm (After Improvements)

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

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

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

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

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

APPENDIX E – FINANCIAL TABLES

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

Apple Valley Storm Drain Improvements
 Town of Apple Valley

21-Apr-20
 ncw/

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

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

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

Apple Valley Storm Drain Improvements
 Town of Apple Valley

21-Apr-20
 ncw/

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	5%	LS	\$ 73,000.00	\$ 73,000.00
2	Dust Control & Watering	1	LS	\$ 40,000.00	\$ 40,000.00
3	Materials Sampling & Compaction Testing	1	LS	\$ 60,000.00	\$ 60,000.00
4	24" HDPE Storm Drain Pipe	2,460	LF	\$ 75.00	\$ 184,500.00
5	30" HDPE Storm Drain Pipe	1,180	LF	\$ 105.00	\$ 124,000.00
6	Earthwork	63,400	CY	\$ 5.00	\$ 317,000.00
7	Armored Rock Bank with Filter Fabric	22,100	SY	\$ 25.00	\$ 552,500.00
8	Reworking Borrow Ditches	16,000	LF	\$ 10.00	\$ 160,000.00
9	SWPPP & Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00
SUBTOTAL					\$ 1,531,000.00
CONTINGENCY				15%	\$ 230,000.00
CONSTRUCTION TOTAL					\$ 1,761,000.00
INCIDENTALS					
1	Funding & Administrative Services		LS	\$ 40,000.00	\$ 40,000.00
2	Engineering Design	4.8%	LS	\$ 108,000.00	\$ 108,000.00
3	Bidding & Negotiating	0.3%	HR	\$ 7,000.00	\$ 7,000.00
4	Engineering Construction Services	5.5%	HR	\$ 122,500.00	\$ 122,500.00
5	Geotechnical Report	0.4%	EST	\$ 8,000.00	\$ 8,000.00
6	Land & RoW Acquisition	6.7%	EST	\$ 150,000.00	\$ 150,000.00
7	Land & RoW Negotiation	0.5%	EST	\$ 12,000.00	\$ 12,000.00
8	Bond Attorney	0.7%	EST	\$ 15,000.00	\$ 15,000.00
9	Miscellaneous Engineering Services	0.4%	EST	\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 472,500.00
TOTAL PROJECT COST					\$ 2,233,500.00

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

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

Apple Valley Storm Drain Improvements
 Town of Apple Valley

21-Apr-20
 ncw/

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

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

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

4/21/20

IMPACT FEE ELIGIBILITY CALCULATION

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

PROPOSED IMPROVEMENT PROJECTS

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

MAXIMUM IMPACT FEE CALCULATION

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

PROPOSED IMPACT FEE

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

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

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

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

TOTAL PROJECT COST			\$ 4,953,500
FY 2023 EXPENSES			
Proposed Funding:	Rate	Term in Yrs.	Principal
Self Participation			\$75,000
FEMA Grant (75%)			\$3,716,000
CIB Loan (25%)	2.50%	30	\$1,162,500
TOTAL PROJECT FUNDING:			\$4,953,500
EXPENSES: (First Year of New Debt Serv. Pmt.)			
Personal Services			\$6,556
Contracted Services			\$0
Operating & Maintenance			\$13,113
Other Supplies & Expenses			\$0
Depreciation Expense			\$0
Subtotal Expenses:			\$19,669
EXISTING DEBT SERVICE			
			\$0
Subtotal Existing Annual Debt Service:			\$0
NEW DEBT SERVICE			
New Loan(s)			\$55,542
Loan Reserve (Payment/10)			\$5,554
Subtotal New Annual Debt Service:			\$61,096
Renewal and Replacement Fund			\$983
GRAND TOTAL EXPENSES:			\$81,748
ANNUAL INCOME			
New Impact Fees	\$404	22	\$8,888
Total Number of Customers			399
Average Monthly Rate/Customer			\$15.21
TOTAL ANNUAL INCOME:			\$81,748

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

		6.00%	6.00%	6.00%	6.00%	6.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	4.00%	4.00%
Annual Population Growth Rate		3.00%												
Annual Rate Increase		3.00%												
Annual Inflation Rate		3.00%												
Fiscal Year Beginning July 1	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Ending June 30	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Average Rate Per Customer	\$ 10.05	\$ 10.05	\$12.44	\$14.83	\$15.27	\$15.73	\$16.20	\$16.69	\$17.19	\$17.71	\$18.24	\$18.79	\$19.35	\$19.93
Connection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Residential Impact Fee	\$860	\$860	\$860	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391
System Users:														
Total Residential Customers	318	337	357	379	401	426	447	469	493	517	543	565	587	611
Total Commercial Customers	1	1	1	1	1	1	1	1	2	2	2	2	2	2
New Customers	19	19	20	22	23	24	21	22	24	25	26	22	23	24
Total Customers:	338	357	377	399	422	446	467	489	513	538	564	586	609	633
REVENUES:	40,768													
User Fees (Drainage Fee)	40,768	43,058	56,299	71,018	77,353	84,213	90,812	97,965	105,851	114,366	123,479	132,163	141,442	146,114
Connection Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Late Fees & Penalties	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Impact Fees	16,460	16,340	17,200	8,602	8,993	9,384	8,211	8,602	9,384	9,775	10,166	8,602	8,993	9,384
TOTAL REVENUE:	\$57,228	\$59,398	\$73,499	\$79,620	\$86,346	\$93,597	\$99,023	\$106,567	\$115,235	\$124,141	\$133,645	\$140,765	\$150,435	\$155,498
EXPENSES: (Inc. O&M & Debt Serv.)														
Personal Services	6,000	6,180	6,365	6,556	6,753	6,956	7,165	7,380	7,601	7,829	8,064	8,306	8,555	8,812
Contracted Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating & Maintenance	12,000	12,360	12,731	13,113	13,506	13,911	14,328	14,758	15,201	15,657	16,127	16,611	17,109	17,622
Other Supplies & Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Operation & Maintenance	\$18,000	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486	\$24,191	\$24,917	\$25,664	\$26,434
EXISTING DEBT SERVICE (810-820)														
None	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Existing Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW DEBT SERVICE (810-820)														
New Loan	0	0	0	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607
Loan Reserve (Payment/10)	0	0	0	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361
Self Participation	0	0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$0	\$0	\$75,000	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
Total Debt Service	\$0	\$0	\$75,000	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
OTHER SERVICE														
Renewal and Replacement Fund (590)	0	0	955	983	1,013	1,043	1,075	1,107	1,140	1,174	1,210	1,246	1,283	1,322
Total Renewal and Replacement Fund	\$0	\$0	\$955	\$983	\$1,013	\$1,043	\$1,075	\$1,107	\$1,140	\$1,174	\$1,210	\$1,246	\$1,283	\$1,322
Storm Water Impact Fee Facilities Plan Update	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$55,000	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$18,000	\$18,540	\$95,051	\$79,620	\$130,240	\$80,878	\$81,536	\$82,213	\$82,910	\$138,628	\$84,369	\$85,131	\$85,915	\$86,724
Net Cashflow	\$39,228	\$40,858	(\$21,551)	\$0	(\$43,894)	\$12,719	\$17,487	\$24,354	\$32,324	(\$14,488)	\$49,276	\$55,634	\$64,520	\$68,774
CASH ON HAND														
*Fund Balance	39,228	80,086	58,535	58,535	14,641	27,360	44,847	69,201	101,526	87,038	136,314	191,948	256,469	325,243
Renewal and Replacement Account Balance:	0	0	955	1,938	2,951	3,995	5,069	6,176	7,316	8,491	9,700	10,946	12,229	13,551
New Bond Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$39,228	\$80,086	\$59,490	\$60,473	\$17,592	\$31,355	\$49,917	\$75,378	\$108,842	\$95,529	\$146,015	\$202,894	\$268,698	\$338,794
<small>*Fund Balance is obtained by adding the previous year's balance to the net cash flow, minus any self-funded portion of future projects. Fund Balance includes Impact Fees.</small>														

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

	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Annual Population Growth Rate	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Annual Rate Increase														
Annual Inflation Rate														
Fiscal Year Beginning July 1	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Ending June30	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Average Rate Per Customer	\$20.53	\$21.15	\$21.78	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14
Connection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Residential Impact Fee	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391
System Users:														
Total Residential Customers	635	661	681	701	722	744	766	781	797	813	829	846	863	880
Total Commercial Customers	2	2	2	2	2	2	2	2	3	3	3	3	3	3
New Customers	25	25	20	20	21	22	22	15	16	16	16	17	17	17
Total Customers:	658	683	703	723	744	766	788	803	819	835	851	868	885	902
REVENUES:														
User Fees (Drainage Fee)	156,533	167,711	177,888	188,692	200,159	212,322	225,218	236,661	248,663	261,245	274,430	288,343	302,909	318,260
Connection Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Late Fees & Penalties	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Impact Fees	9,775	9,775	7,820	7,820	8,211	8,602	8,602	5,865	6,256	6,256	6,256	6,647	6,647	6,647
TOTAL REVENUE:	\$166,308	\$177,486	\$185,708	\$196,512	\$208,370	\$220,924	\$233,820	\$242,526	\$254,919	\$267,501	\$280,686	\$294,990	\$309,556	\$324,907
EXPENSES: (Inc. O&M & Debt Serv.)														
Personal Services	9,076	9,348	9,628	9,917	10,215	10,521	10,837	11,162	11,497	11,842	12,197	12,563	12,940	13,328
Contracted Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating & Maintenance	18,151	18,696	19,257	19,835	20,430	21,043	21,674	22,324	22,994	23,684	24,395	25,127	25,881	26,657
Other Supplies & Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Operation & Maintenance	\$27,227	\$28,044	\$28,885	\$29,752	\$30,645	\$31,564	\$32,511	\$33,486	\$34,491	\$35,526	\$36,592	\$37,690	\$38,821	\$39,985
EXISTING DEBT SERVICE (810-820)														
None	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sub-Total Existing Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW DEBT SERVICE (810-820)														
New Loan	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607	\$53,607
Loan Reserve (Payment/10)	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361	\$5,361
Self Participation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
Total Debt Service	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968	\$58,968
OTHER SERVICE														
Renewal and Replacement Fund (590)	1,361	1,402	1,444	1,488	1,532	1,578	1,626	1,674	1,725	1,776	1,830	1,885	1,941	1,999
Total Renewal and Replacement Fund	\$1,361	\$1,402	\$1,444	\$1,488	\$1,532	\$1,578	\$1,626	\$1,674	\$1,725	\$1,776	\$1,830	\$1,885	\$1,941	\$1,999
Storm Water Impact Fee Facilities Plan Update	\$60,000	\$0	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0
TOTAL EXPENSES:	\$147,556	\$88,414	\$89,297	\$90,208	\$91,145	\$157,110	\$93,105	\$94,128	\$95,184	\$96,270	\$167,390	\$98,543	\$99,730	\$100,952
Net Cashflow	\$18,752	\$89,072	\$96,410	\$106,305	\$117,224	\$63,813	\$140,715	\$148,398	\$159,735	\$171,231	\$113,297	\$196,447	\$209,826	\$223,954
CASH ON HAND														
*Fund Balance	343,995	433,066	529,477	635,782	753,006	816,820	957,535	1,105,933	1,265,668	1,436,899	1,550,195	1,746,643	1,956,469	2,180,423
Renewal and Replacement Account Balance:	14,912	16,314	17,759	19,246	20,778	22,357	23,982	25,657	27,381	29,157	30,987	32,871	34,813	36,812
New Bond Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$358,907	\$449,381	\$547,235	\$655,028	\$773,785	\$839,176	\$981,517	\$1,131,589	\$1,293,049	\$1,466,056	\$1,581,182	\$1,779,514	\$1,991,281	\$2,217,235
<small>*Fund Balance is obtained by adding the previous year's balance to the net cash flow, minus any self-funded portion of future projects. Fund Balance includes Impact Fees.</small>														



THE TOWN OF APPLE VALLEY

PARKS & RECREATION FEE FACILITIES PLAN

MARCH 2020

PREPARED BY:





THE TOWN OF APPLE VALLEY PARKS & RECREATION IMPACT FEE FACILITIES PLAN

FEBRUARY 2020

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APPENDICES

Appendix A – Maps

Appendix B – Population and Growth Projections

Appendix C – NRPA Standards and Guide

Appendix D – Engineer’s Estimate of Probable Cost

Appendix E – Unit Cost Calculations

I. EXECUTIVE SUMMARY

A. USER ANALYSIS

A population and growth projection give the town an idea of what future demands will be required and how the town should plan through that period. The following points have been calculated and presented in this study:

- Growth Rate of 6% Per Year for first 5 years reduced by 1% every 5 years
- 20-Year Planning Horizon or Period
- Existing Estimated Projections For 2020:
 - Population = 925
- Future Estimated Projections For 2040:
 - Population = 2,229

B. INVENTORY

Providing an accurate inventory is essential to determining the existing Level of Service (LOS) for the community. To accomplish this, a complete inventory was collected from City staff.

- Existing Facilities:
 - 1 Park = 0.88 *acres*
- Existing LOS:
 - Parks and Recreation = 1.01 *acres/1,000 people*

C. DEMAND ANALYSIS

The demand analysis focuses on the desired or target LOS and the future efforts needed to maintain the current or existing LOS. Discussion on the target LOS and future demands due to growth are outlined in the plan.

- Target LOS:
 - NRPA guidelines suggest 6.0 *acres/1,000 people* as a park facility LOS.
 - For this report the existing LOS of parks and recreation will be used for the target LOS for parks and recreation.
- Growth Demand for Planning Horizon:
 - Parks and Recreation = 1.37 *acres*

D. FACILITIES PLAN

This facilities plan provides further analysis of the LOS and then outlines an action plan and recommended capital improvements to guide the Parks and Recreation Department and the Town for the next 20 years.

- Facilities Improvements Plan
 - Expand Existing Park = 0.69 Acres
 - All Purpose Trail = 0.68 (3,700 Linear Feet)

II. INTRODUCTION

A. PURPOSE AND SCOPE

In 2019, the Town of Apple Valley commissioned Sunrise Engineering, Inc. to conduct a Parks and Recreation Master Plan. The Town understands the importance of an early planning process to ensure that a community-wide park and recreation system fulfills the current and future recreational needs of Apple Valley residents.

Parks and recreation facilities are an integral part of a community. The location and attributes of park and recreational facilities have a meaningful impact on the type and course of growth in the community. Likewise, these facilities can enhance the quality of life, and contribute positively to, a neighborhood's and community's aesthetics.

The specific objectives of this plan are to analyze population growth rates and projections, identify existing parks and recreation facilities to help determine a baseline level of service (LOS), and establish a facility plan to guide future growth. Ultimately, the goal of this plan is to provide a general guide to the Town for making decisions pertaining to future parks and recreation development and to help avoid mistakes inherent to a lack of proper planning.

B. BACKGROUND INFORMATION

The Town of Apple Valley is located south and east of Hurricane along SR-59 in Washington County, Utah. The Town boundaries include Rockville to the Northeast, and Hildale to the Southeast. The red and white rock cliffs of Zion National Park can be seen to the East of town. Figure II-1 shows an area map for Apple Valley.

The community can be classified as rural and suburban due to varied land uses within the Town. These land uses range from pasture and farmland to moderate density residential housing and light commercial use.

C. ANALYSIS AREA

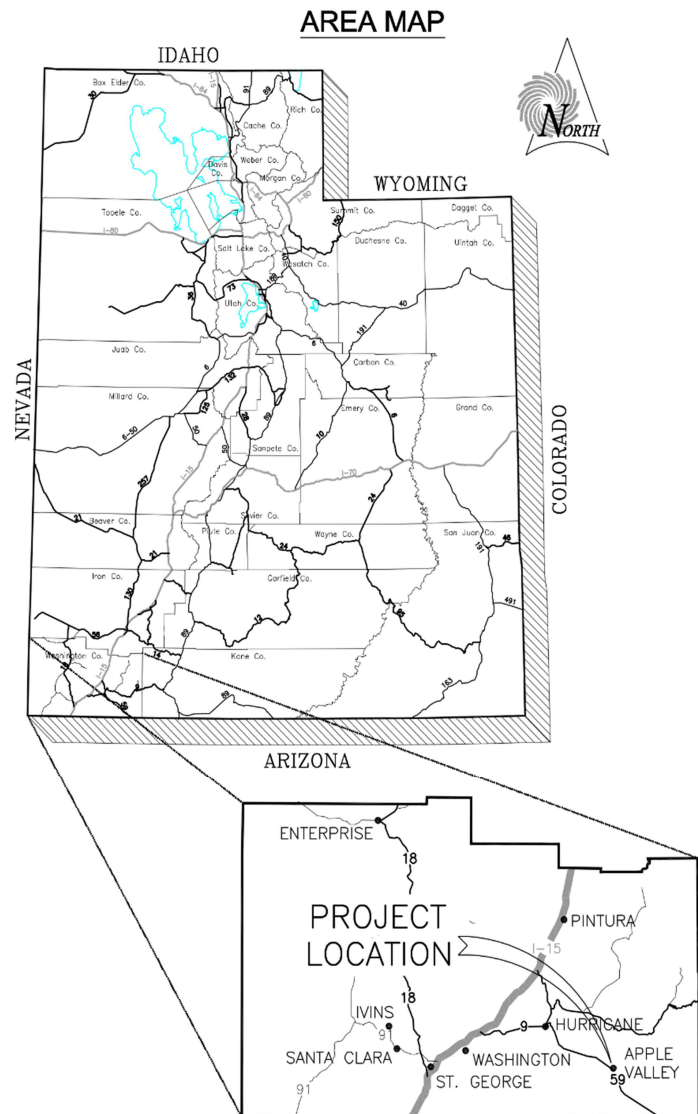


Figure II-1: Area Map

The plan area is contained within the existing Apple Valley Town limits. It should be noted that while this master plan will focus on the park and recreational facilities within town limits, there are many trails and recreational activities that can be accessed nearby which makes the apparent level of service feel greater than what it is determined to be in this plan.

III. USER ANALYSIS

A. GROWTH RATE

To determine what future projects will be required as Apple Valley grows, projections for the population and growth rate must be calculated. Projecting the future population is a subjective process, especially with fluctuating growth trends for Apple Valley.

B. LENGTH OF PLANNING HORIZON

Master Plans typically use a 10- to 20-year planning horizon or period. This plan will assume a 20-year planning horizon, noting the following points:

- Assumptions, objectives, goals, etc. can change within a 20-year period. This change in conditions may especially be realized if dramatic population changes take place within the 20-year planning horizon. For this reason, we recommend that master plans be reviewed every 5 years.

C. POPULATION ANALYSIS

The Town of Apple Valley was established in 2004 with approximately 700 residents. Since then the town has continued to experience growth. More recent years have experienced a rapidly increasing growth rate. Census records indicate a population of 701 residents in or around 2010, with an estimated 2020 population of 925 residents. The average annual growth from 2010 to present based on these estimates is 2.00% per year.

For this plan, a growth rate of 6% will be used for the first five years and subsequently reduced by 1% every five years until the end of the 20-year planning period. See Table III-1 for projected annual growth rates in the planning period.

Year	Projected Growth Rate
2020-2025	6%
2026-2030	5%
2031-2035	4%
2036-2040	3%

Table III-1. Projected Growth Rates

Many communities in Washington County, including Hurricane and St. George are experiencing rapid growth in general, and there is potential for this growth to push out to Apple Valley. The town is anticipating some near future residential developments, which may increase the community's growth rate above the previously observed annual growth rate, depending on how quickly the development occurs. Sunrise Engineering, Inc. recommends the Town of Apple Valley revisit these projections every five years or upon experiencing a rapid increase in growth. This report should be updated when actual growth is observed to exceed these projections, or when other significant changes occur with the town's facilities. See Table III-2 for Apple Valley Town projected population.

Year	Projected Population
2020	925
2025	1238
2030	1580
2035	1922
2040	2228

Table III-2. Projected Population

IV. INVENTORY

A. EXISTING FACILITIES

Apple Valley Town has one park that is Town owned and that the community has access to. The park is equipped with a playground, open space, and a pavilion with tables. There is currently no existing trail system operated and maintained by the Town of Apple Valley. See Appendix A for a map of Apple Valley and its existing parks. Table IV-1 summarizes the acreage and name of the park included in the existing facilities inventory.

PARK NAME	AREA (acres)
Apple Valley Town Park	0.88

Table IV-1. Existing Facilities

B. NRPA GUIDELINES

The National Recreation and Park Association (NRPA) has identified and established guidelines for the development of park facilities to help communities establish a framework for the types, sizes, proximity, and number of recreational facilities that should be provided for the community (see Appendix C).

The NRPA cautions communities that these recommendations are only guidelines, and that each community can adjust them as needed to meet their individual requirements.

Apple Valley is in an area with a variety of outdoor recreational opportunities. Its proximity to mountainous terrain, public lands, and a large network of trails support the recreational needs of the community. Therefore, it may not be necessary for the town to strictly adhere to the NRPA guidelines; however, these guidelines are beneficial in planning and developing a recreational facilities plan.

C. PARK CLASSIFICATION

The Town of Apple Valley is a small community, but as it grows there will be various recreational demands. These demands may require several types of facilities to meet these demands. Using the

NRPA’s guidelines as a basis, the following park classifications have been identified as types of facilities that help meet the recreational demand of the community. The following classifications include a description of each type of classification and whether or not the classification is applicable to the overall LOS. A classification comparison table is provided as Table IV-2.

i. Private Park Facility

Description: The private park facility is the smallest park classification and is used to address limited or isolated recreational needs for private communities. They are generally developed within a residential area for the exclusive use of residents and are maintained through a neighborhood association. Even though all parks within this classification are private they still serve the recreational needs of the local neighborhoods. However, they are not a complete substitute for public recreation space.

Location: Private park facilities are located central to a neighborhood or servicing a specific recreational need or taking advantage of a unique opportunity. Often, location of these private park facilities will be determined by a developer with input from the Town.

Access: By way of interconnecting trails, sidewalks, or low-volume residential streets.

Desirable Size: 0.25 – 1 acre

Area Served: ¼ mile radius

Examples: Private parks, private clubhouses

Application to LOS: No

ii. Neighborhood Park

Description: The neighborhood park is the basic unit of a park system and serves as the recreational and social focus of the neighborhood. This type of park provides activities for all age groups and addresses the specific recreational needs of the nearby neighborhood. Facilities may include play structures, picnic areas, shaded seating, soft and hard surface courts, restrooms, trails, and open areas for informal play activities. Typically, parks in this classification

have no lighted athletic fields for team competition, and no schedule for organized programs.

Location: Neighborhood parks are often centrally located within a service area and uninterrupted by non-residential roads and other physical barriers.

Access: By way of interconnecting trails, sidewalks, or low volume residential streets.

Desirable Size: 4 – 10 acres

Area Served: ½ mile radius

Application to LOS: Yes

iii. School Park

Description: The school park combines the resources of two public agencies and provides a range of recreational services and facilities to several neighborhoods that are served by a school. Depending on circumstances, school park sites often complement open space and could possibly serve in several capacities, such as a neighborhood park or youth athletic field. Even though all parks within this classification are located and maintained by the managing school district, it is important to understand that these schools serve the recreational needs of surrounding neighborhoods.

Location: These parks are located adjacent to a school facility.

Access: By way of interconnecting trails, sidewalks, and streets. These normally have direct access from a collector street.

Desirable Size: Dependent upon school district

Area Served: 1 mile or service boundary of school

Application to LOS: No

iv. Community Park

Description: The community park is typically larger in size and serves a broader purpose than the neighborhood parks. Their focus is on meeting a wide range of recreational activities for several neighborhoods or sections of the community. They allow for group activities and offer other recreational opportunities not feasible – nor perhaps desirable – at the neighborhood level. Community parks can

accommodate special events and gatherings and can provide for a broad variety of activities and recreation opportunities. Community parks may be highly developed with amenities such as playgrounds, lighted athletic fields, programmed sports which accommodate specific needs of user groups and athletic associations based on demand and program offering, or they may include large open spaces with sensitive environments such as wildlife habitat, river corridors, flood plains, greenways, and other protected open space and sensitive lands.

Location: Community parks should be viewed as a strategically located community-wide facility rather than serving a defined neighborhood or area. They should not be adjacent to residential areas unless buffering (topographic breaks, vegetation, walls, etc.) is used, but more importantly, the quality of the natural resource base should play a significant role in site selection. Identifying new locations for these facilities is critical to avoid long-term conflicts.

Access: The site should be serviced by a collector road and not through a residential street. Given that a community park will likely be used for various types of league play and tournaments, access routes from outside the community should also be considered. The site should also be easily accessible by way of interconnecting trails.

Desirable Size: 10 – 40+ acres

Area Served: 1.5 mile radius

Application to LOS: Yes

v. Trail

Description: Trails or trail systems are generally transportation corridors for non-motorized modes of transportation such as walking, jogging, running and cycling, and provide valuable recreation and transportation opportunities for residents and visitors. They are used to interconnect parks, neighborhoods, downtown, and bordering cities and sites. Providing a community-wide system of interconnected trails, corridors, pathways and parks is an essential part of the recreation system and a

way to preserve significant unique features of the community.

Location: Trails are often located in natural corridors such as along stream and riverbanks and along washes. Care should be taken to ensure preservation and enhancement of these natural corridors and habitats to maintain the fragile ecosystems in which they are placed.

Access: These trails should be serviced mainly by other park classifications to capitalize on existing facilities or features. Some trails may require controlled access to preserve environmental features. All trails should interconnect and have access points to parks, residential roads, local connectors and main thoroughfares.

Desirable Size: 10 feet minimum in width, length varies

Area Served: Apple Valley Town and surrounding region

Examples: Typically, 10-12' wide asphalt trail corridor with use-specific variation.

Application to LOS: Yes

vi. Recreation Center

Description: The recreation center represents the contribution of a public community center to the park and recreation system. The offerings of a recreation center can be as follows: aquatic facilities including swimming pools, lap pools, water features, splash pads, slides, etc., health and fitness areas including weight rooms, aerobics rooms, tracks, etc., and court facilities including tennis, racquetball, basketball, gymnastics, pickleball, rock climbing, etc.

Location: Recreation centers should be centrally located within the community and should be identified prior to development to avoid conflicts.

Access: The site should be serviced by a collector road and not through a residential street. It should be easily accessible throughout its service area by way of interconnecting trails and sidewalks.

Desirable Size: 50,000 – 125,000 sf

Area Served: 4+ mile radius

Examples: Typically, community center, aquatics center, gymnasium, etc.

Application to LOS: Yes

vii. Regional Park

Description: The regional park classification is a large recreation area that serves an entire Town or region. The regional park often includes multiple special use facilities including golf courses, lakes, nature centers, campgrounds, state parks, national parks and a broad expanse of natural scenery or open space. Regional parks are designed to accommodate large numbers of people for a variety of day-use activities.

Location: Regional parks are often developed around a unique or significant resource or to emphasize a regional recreational interest. They also serve as a buffer and separation between communities or other areas.

Access: Typically, regional parks are serviced by a main arterial road

Desirable Size: Variable, large scale

Area Served: Apple Valley Town and surrounding counties

Examples: Nearby State and National Parks, nearby National Forests

Application to LOS: No

CLASSIFICATION	DESCRIPTION	TYPICAL SIZE	AREA SERVED	APPLICATION OF LOS
Private Park/Facility	Used to address limited or isolated recreational needs for private communities.	0.25 - 1 acre	0.15 mile radius	No
Neighborhood Park	Remain the basic unit of the park system and serves as the recreational and social focus of the neighborhood.	4 - 10 acres	0.50 mile radius	Yes
School Park	Often complement open space and could possibly serve in number of capacities such as a neighborhood park or youth athletic field.	Dependent upon school district	1 mile radius or boundary of school	No
Community Park	Serves broader purpose than neighborhood park. Focus is on meeting a wide range of recreational activities (passive, active, programmed sports, league play, tournaments, etc.) for the several neighborhoods or the entire community.	10 - 40+ acres	1.5 mile radius	Yes
Trail	Serves as transportation corridors for non-motorized modes of transportation. Used to interconnect parks, neighborhoods, downtown, and bordering cities and sites.	10 width, length varies	Apple Valley Town and surrounding region	Yes
Recreation Facility	Represents the contribution of a public community center to the park and recreation system and the recreational opportunities. Characteristics often include aquatic, health, fitness, and court type programs and facilities.	50,000 - 125,000 square feet	4+ mile radius	Yes
Regional Park	Large recreation area that serves an entire city or region. Often includes multiple special use facilities and accommodates large numbers of people for a variety of day use activities.	Variable, large scale	Apple Valley Town and surrounding counties	No

Table IV-2. Park Classification Summary

D. EXISTING LEVEL OF SERVICE

Establishing an existing LOS is a fundamental part of a Master Plan. Based on the aforementioned inventory, guidelines, and classifications, the existing LOS for Apple Valley Town will be evaluated for parks only, since the Town does not currently have a recreation center or trails.

viii. Parks

The existing LOS for parks is based upon an acreage per thousand people (acres/1,000 people). To calculate the LOS, the area of each park was divided by the current estimated population and then

multiplied by 1,000 as illustrated in the following equation:

$$\frac{\text{Area of Park}}{\text{Estimated Population}} (1,000) = \text{LOS}$$

$$\frac{0.88 \text{ acres}}{873 \text{ people}} (1,000) = 1.01 \frac{\text{acres}}{1,000 \text{ people}}$$

Ultimately, a value of **1.01** (acres/1,000 people) was calculated by the summation of the existing LOS as shown in Table IV-3.

PARK NAME	CLASSIFICATION	AREA <i>(acres)</i>	LEVEL OF SERVICE (LOS)
			<i>(acres/1,000 people)</i>
Apple Valley Town Park	Neighborhood Park	0.88	1.01

Table IV-31. Existing parks Level of Service

ix. Trails

There are currently no maintained existing trails within Apple Valley Town limits. Usually existing LOS for trails is based upon a mileage per thousand people (miles/1,000 people) of existing paved routes considered to be part of the trail system. The method for calculating existing LOS is the same as that explained in the prior parks section. Since there is no existing trail system in Apple Valley Town the LOS is 0 (miles/1,000 people).

V. DEMAND ANALYSIS

This section sets forth goals established by Apple Valley Town for parks and recreation in the community, establishes a Target Level of Service (LOS) desired by Apple Valley and quantifies the future demands on parks, trails and recreation facilities necessary to maintain the existing LOS.

A. TARGET LEVEL OF SERVICE

For the target LOS to be established it is necessary to understand the existing LOS that is being provided to the citizens of Apple Valley Town.

The NRPA standard is 6.0 acres of park per 1,000 residents. NRPA guidelines specify one trail network per region with a daily capacity of 40 hikers/mile for rural setting and up to 90 hikers/day/mile in urban areas. NRPA doesn't specify a target LOS for trail systems.

In the future, it is recommended that the Town of Apple Valley determine an appropriate target LOS for its parks and recreational facilities based upon the following points:

- NRPA standards are only guidelines; each community can adjust these guidelines to meet their individual requirements.
- NRPA standards are tailored more for an urban environment.
- Apple Valley is in an ideal location for outdoor recreation and access to numerous trail systems.

The Town is happy with the existing LOS for both parks and trails and would like to maintain these levels of service into the future. Thus, for this study, the target LOS for parks and trails equals the existing LOS.

B. GROWTH DEMANDS

The additional growth demand or impact on recreational facilities in terms of additional population is calculated by taking the difference between future population at the end of the planning horizon (2040) and the current population (2020) as shown in the equation.

$$2,229 \text{ people} - 873 \text{ people} = 1,356 \text{ people}$$

Once the population increase due to growth is calculated, this figure is simply multiplied by the existing LOS to obtain the increase in demand at the end of the planning period due to new growth, as shown in these equations.

$$1,356 \text{ people} \left(\frac{1.01 \text{ acres}}{1,000 \text{ people}} \right) = 1.37 \text{ acres}$$

See Table V-1 for the park and recreation facilities demand for every 5 years of the planning period.

Park & Recreation Demand		
Year	Population	Park & Recreation Demand (Acres)
Current	873	0
2025	1238	0.37
2030	1580	0.35
2035	1922	0.35
2040	2228	0.31
Total		1.37

Table V-1 Park & Recreation Demand

VI. FUTURE IMPROVEMENTS

C. PARK AND RECREATION IMPROVEMENTS PLAN

This Master Plan provides Apple Valley Town with direction in terms of parks and recreation development to meet future demands and satisfy the recreational needs of the community. To maintain the existing LOS for future demand, Apple Valley Town will need to build new facilities or expand existing facilities. By the end of the planning period (2040), Apple Valley Town should increase their existing parks and recreation facilities by 1.37 acres for a total of 2.38 acres.

D. RECOMMENDED IMPROVEMENTS

The Town of Apple Valley has identified two future park and recreation facility improvements to be constructed to meet future demands. The Town plans to expand the existing Apple Valley Volunteer Park and develop an all-purpose trail between Rome Way and Main Street. The park expansion will be approximately 0.69 acres while the all-purpose trail will be 0.7 miles for an approximate area of 0.68 acres. The total 1.37 combined acres of the proposed projects satisfies the existing parks and recreation LOS required by Apple Valley Town at the end of the planning period. Maps showing the location of the recommended projects can be found in Appendix A

– Maps, titled “Apple Valley Future Parks and Recreation Facilities.”

x. Cost Analysis

An important part of planning future improvements is understanding and estimating the costs associated with new infrastructure. The total cost for each recommended project generally has two categories:

Construction: The cost for construction was obtained from recent bid tabulations provided by Sunrise Engineering for parks, trails, and recreation facilities. The tabulation of these bid estimates is found in Appendix E.

Land: Land for the expansion of the Apple Valley Volunteer Park is already owned by the Town of Apple Valley, so a cost for land was omitted in calculations for the existing park expansion. However, the all-purpose trail would extend between two parcels owned by other parties and would need acquisition. Cost for the land has been determined by average land costs per acre in the Apple Valley area.

The estimated project costs calculated for each recreation improvement are summarized in Table VI-1 below. Detailed calculations on how these unit prices were calculated are found In Appendix D.

RECREATIONAL FACILITY	AREA (acres)	COST OF PROPOSED FACILITY	% I.F. ELIGIBLE	I.F. ELIGIBLE COST
Volunteer Park Expansion	0.69	\$ 131,670.00	100%	\$ 131,670.00
All-Purpose Trail	0.68	\$ 208,560.00	100%	\$ 208,560.00
Engineering & Incidentals		\$ 64,700.00	100%	\$ 64,700.00
TOTALS	1.37			\$ 404,930.00

Table VI-1. Estimated cost of future parks and recreation projects

E. CONCLUSIONS

The Town of Apple Valley currently has an LOS of 1.01 acres per 1,000 residents. The NRPA guidelines recommend an LOS of 6.00 acres per 1,000 residents. Apple Valley Town may consider increasing their LOS for the future by building more parks, trails, and recreational facilities. However, an increase in the LOS of the Town's parks and recreation will not be Impact Fee eligible but will be beneficial for the future residents of Apple Valley.

Though Apple Valley is a small community with a low LOS for Town owned Parks and Recreational facilities, there is an abundance of recreation opportunities accessible just outside the town limits through state and federally owned lands. These recreational opportunities increase the quality of life for those living in Apple Valley and also promote tourism. Apple Valley Town should work with the government entities and other owners to form agreements and promote accessibility to the surrounding recreational opportunities.

APPENDIX A – MAPS

APPLE VALLEY TOWN
PARK AND RECREATION SYSTEM
OVERVIEW



SUNRISE
ENGINEERING

11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL. 435.652.8450 • FAX 435.652.8416
www.sunrise-eng.com

MAIN ST

HIGHWAY 59

FUTURE ALL
PURPOSE TRAIL

TOWN OF APPLE
VALLEY PROPER

ROME WAY

EXISTING AND PROPOSED
APPLE VALLEY VOLUNTEER
PARK EXPANSION

GOOSEBERRY DR

APPLE VALLEY DR

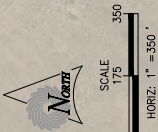
HIGHWAY 59

LEGEND

EXISTING FACILITIES 

FUTURE FACILITIES 

APPLE VALLEY TOWN
EXISTING PARK SYSTEM



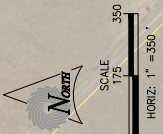
11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL. 435.652.8450 • FAX 435.652.8416
www.sunrise-eng.com



LEGEND

EXISTING FACILITIES

APPLE VALLEY TOWN
FUTURE PARK SYSTEM



MAIN ST

ALL-PURPOSE
TRAIL

MT ZION DR

ROME WAY

APPLE BLOSSOM LN

HIGHWAY 59

ROME AVE

ROME WAY

APPLE VALLEY DR

CARTLAND DR

APPLE VALLEY
VOLUNTEER
PARK

138

LEGEND



FUTURE FACILITIES

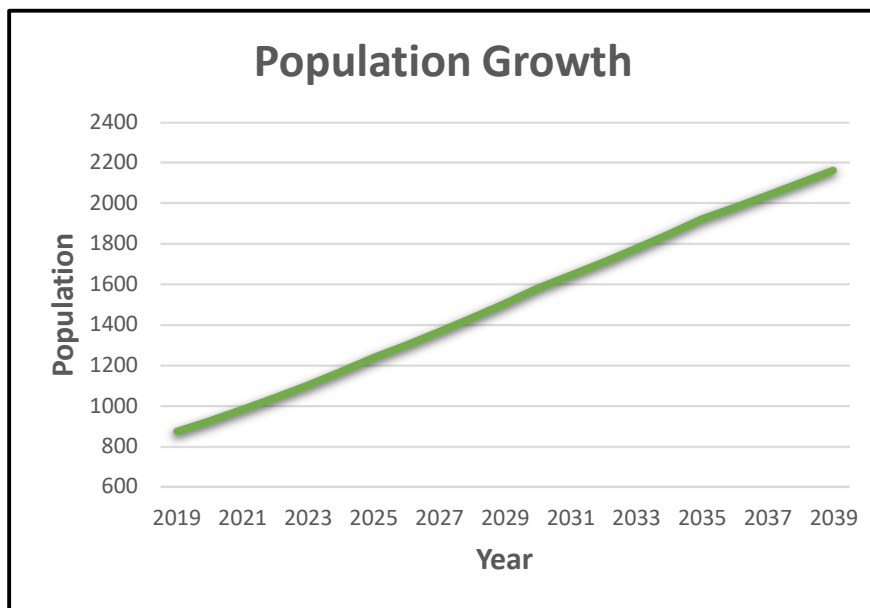


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APPENDIX B – POPULATION AND GROWTH PROJECTIONS

APPENDIX B – POPULATION & GROWTH PROJECTIONS

Year	Projected Population	Growth Rate
2019	873	6%
2020	925	6%
2021	981	6%
2022	1040	6%
2023	1102	6%
2024	1168	6%
2025	1238	6%
2026	1300	5%
2027	1365	5%
2028	1434	5%
2029	1505	5%
2030	1581	5%
2031	1644	4%
2032	1709	4%
2033	1778	4%
2034	1849	4%
2035	1923	4%
2036	1981	3%
2037	2040	3%
2038	2101	3%
2039	2164	3%
2040	2229	3%



APPENDIX C – NRPA STANDARDS AND GUIDE

PARKS AND OPEN SPACE CLASSIFICATIONS				
Classification	General Description	Location	Size Criteria	Application of LOS
Mini-Park	Used to address limited, isolated or unique recreational needs	Less 1/4 mile distance in residential setting	Between 2500 sq. ft. and one acre in size	No
Neighborhood Park	Neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. Focus is on informal activity and passive recreation.	1/4 mile to 1/2 mile distance and uninterrupted by non-residential roads and other physical barriers	5 acres is considered minimum size. 5 to 10 acres is optimal	Yes
School-Park	Depending on circumstances, combining parks with school sites can fulfill the space requirements for other classes of parks, such as neighborhood, community, sports complex, and special use.	Determined by location of school district property	Variable depends on function	No
Community Park	Serves broader purpose than neighborhood park. Focus is on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves two or more neighborhoods within a 1/2 to 3 mile distance	As needed to accommodate desired uses. Usually between 30 and 50 acres	Yes
Large Urban Park	Large Urban parks serve a broader purpose than community parks and are used when community and neighborhood parks are not adequate to serve the needs of the community. Focus is on meeting community-based recreational needs as well as preserving unique landscapes and open spaces.	Determined by the quality and suitability of the site. Usually serves the entire community.	As needed to accommodate desired uses. Usually a minimum of 50 acres with 75 or more acres being optimal	No
Natural Resource Areas	Lands set aside for preservation of significant natural resources, remnant landscapes, open space and visual aesthetics or buffering.	Resource availability and Opportunity	Variable	No
Greenways	Effectively tie the park system components together to form a continuous park environment.	Resource availability and Opportunity	Variable	No
Sports Complex	Consolidates heavily programmed athletic fields and associated facilities to larger and fewer sites strategically located throughout the community.	Strategically located Community-wide facilities	Determined by projected demand usually a minimum of 25 acres with 40 to 80 acres being optimal	No
Special Use	Covers a broad range of parks and recreation facilities oriented toward single-purpose use.	Variable – dependent on specific use	Variable	Depends on type of use
Private Park/Recreation Facility	Parks and recreational facilities that are privately owned yet contribute to the public park and recreation system.	Variable – dependent on specific use	Variable	Yes

PATHWAY CLASSIFICATIONS		
Classification	General Description	Description of Each Type
Park Trail - Type I	Multi-purpose trails located within greenways, parks and natural resource areas. Focus is on recreational value and harmony with the natural environment.	Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists/in-line skates.
Park Trail - Type II		Multipurpose hard-surfaced trails for pedestrians and bicyclists/in-line skaters.
Park Trail - Type III		Nature trails for pedestrians, which may use either hard or soft surfaces.
Connector Trails - Type I	Multipurpose trails that emphasize safe travel for pedestrians to and from parks and around the community. Focus is as much on transportation as it is on recreation.	Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists/in-line skates located in independent Rights-of-ways (ROWS) e.g., old railroad ROW.
Connector Trails - Type II		Separate/single-purpose hard-surfaced trails for pedestrians or bicyclists/in-line skates. Typically, located within road ROW.
On-Street Bikeways - Bike Route	Paved segments of roadways that serve as a means to safely separate bicyclists from vehicular traffic.	Designated portions of the roadway for the preferential or exclusive use of bicyclists.
On-Street Bikeways - Bike Lane		Shared portions of the roadway that provide separation between motor vehicles and bicyclists, such as paved shoulders.
All-Terrain Bike Trail	Off-road trail for all terrain (mountain) bikes.	Single-purpose loop trails usually located in larger parks and natural resource areas.
Cross-Country Ski Trail	Trails developed for traditional and skate-style cross-country skiing	Loop trails usually located in larger parks and natural resource areas.
Equestrian Trails	Trails developed for horseback riding.	Loop trails usually located in larger parks and natural resource areas. Sometimes developed as multipurpose with hiking and all-terrain biking where conflicts can be controlled.

Suggested Outdoor Facility Development Standards

Activity Format	Recommended Size and Dimensions	Recommended Space Requirements	Recommended Orientation	Service Radius and Location Notes
Badminton	Singles—17' x 44' Doubles—20' x 44' with 5' unobstructed area on both sides.	1622 sq. ft.	Long axis north - south	1/4 - 1/2 mile. Usually in school recreation center or church facility. Safe walking or biking or biking access.
Basketball 1. Youth 2. High school 3. Collegiate	46' - 50' x 84' 50' x 84' 50' x 94' with 5' unobstructed space all sides.	2400-3036 sq. ft. 5040-7280 sq. ft. 5600-7980 sq. ft.	Long axis north - south	1/4 - 1/2 mile. Same as badminton. Outdoor courts in neighborhood/community parks, plus active recreation areas in other park settings.
Handball (3-4 wall)	20' x 40' with a minimum of 10' to rear of 3-wall court. Minimum 20' overhead clearance.	800 sq. ft. for 4-wall, 1000 sq. ft. for 3-wall.	Long axis is north - south. Front wall at north end.	15 - 30 min. travel time, 4-wall usually indoor as part of multi-purpose building. 3-2 all usually in park or school setting.
Ice hockey	Rink 85' x 200' (Min. 85' x 185') Additional 5000 22,000 sq. ft. including support area.	22,000 sq. ft. including support area.	Long axis is north - south if outdoors.	1/2 - 1 hour travel time. Climate important consideration affecting no. of units. Best as part of multi-purpose facility.
Tennis	36' x 78'. 12 ft. clearance on both ends.	Min. of 7,200 sq. ft. single court area (2 acres per complex).	Long axis north - south.	1/4 - 1/2 mile. best in batteries of 2 - 4. Located in neighborhood/ community park or near school site.
Volleyball	30' x 60'. Minimum of 6' clearance on all sides.	Minimum 4,000 sq. ft.	Long axis north - south.	1/2 - 1 mile.
Baseball 1. Official 2. Little League	Baselines - 90' Pitching dist. - 60.5' Foul lines - min. 320' Center field - 400'+ Baselines - 60' Pitching distance-46' Foul lines - 200' Center field - 200'-250'	3.0 -3.85 A min. 1.2 A min.	Locate home plate so pitcher is not throwing across sun, and batter not facing it. Line from home plate through pitchers mound to run east-northeast.	1/4-1/2 mile. Part of neighborhood complex. Lighted fields part of community complex.
Field Hockey	180' x 300' with a minimum of 10' clearance on all sides	Minimum 1.5 A	Fall season - Long axis northwest or southeast. For longer periods, north/south	15-30 minute travel time. Usually part of baseball, football, soccer complex in community park or adjacent to high school.
Football	160' x 360' with a minimum of 6' clearance on all sides.	Minimum 1.5 A	Same as field hockey.	15 - 30 min. travel time. Same as field hockey.
Soccer	195' to 225' x 330' to 360' with 10' minimum clearance on all sides.	1.7 - 2.1 A.	Same as field hockey.	1 - 2 miles. Number of units depends on popularity. Youth popularity. Youth soccer on smaller fields adjacent to fields or neighborhood parks.

Golf - driving range	900' x 690' wide. Add 12' width each additional tee.	13.5 A for min. of 25 tees.	Long axis is southwest-northeast with golfer driving northeast.	30 minute travel time. Park of golf course complex. As separate unit may be privately operated.
1/4 mile running track	Over-all width - 276' length -600'. Track width for 8 - 4 lanes is 32'.	4.3 A	Long axis in sector from north to south to northwest - southeast, with finish line at north end.	15-30 minute travel time. Usually part of a high school or community park complex in combination with football, soccer, etc.
Softball	Baselines - 60' pitching dist. - 45' men. 40' women Fast pitch field radius from plate - 225' Slow pitch - 275' (men) 250' (women).	1.5 - 2.0 A	Same as baseball. indimensions for 16".	1/4 - 1/2 mile. Slight difference May also be used for youth baseball.
Multiple use court (basketball, tennis, etc.)	120' x 80'	9,840 sq. ft.	Long axis of court with primary use north and south.	1 - 2 miles, in neighborhood or community parks.
Archery range	300' length x minimum 10' between targets. Roped, clear area on side of range minimum 30', clear space behind targets minimum of 90' x 45' with bunker.	Minimum 0.65 A	Archer facing north + or - 45 degrees.	30 minutes travel time. Part of a regional/metro complex.
Golf				
1. Par 3 (18 hole)	Average length varies -600 - 2700 yards.	50 - 60 A	Majority of holes on north/south axis	1/2 - 1 hour travel time
2. 9-hole standard	Average length 2250 yards.	Minimum of 50 A		9-hole course can accomodate 350 people/day.
3. 18-hole standard	Average length 6500 yards.	Minimum 110 yds		500 - 550 people/day. Course may be located in community, district or regional/metro park.
Swimming pools	Teaching - min. 25 yds x 45' even depth of 3-4 ft. Competitive - min. 25 m x 16 m. Min. of 25 sq. ft. water surface per swimmer. Ration of 2 to 1 deck to water.	Varies on size of pool and amenities. Usually 1 - 2 A sites.	None, but care must be taken in siting life stations in relation to afternoon sun	15 to 30 minute travel time. Pools for general community use should planned for teaching competitive and recreational purposes with enough to accomodate 1m and 3m diving boards. Located in community park or school site.
Beach areas	Beach area should have 50 sq. ft. of land and 50 sa. ft. of water per user. Turnover rate is 3. There should be a 3 -4 A supporting area per A of beach.	N/A	N/A	1/2 to 1 hour travel time. Should have a sand bottom with a maximum slope of 5%. Boating areas completely segregated from swimming areas. In regional/metro parks.

APPENDIX D – ENGINEER’S ESTIMATE OF PROBABLE COST

APPENDIX D – ENGINEER’S OPINION OF PROBABLE COST

<p>SUNRISE ENGINEERING, INC. 11 North 300 West, Washington, Utah 84780 Tel: (435) 652-8450 Fax: (435) 652-8416 Engineer's Opinion of Probable Cost</p>					
<p>2020 - PARKS & RECREATION MASTER PLAN Apple Valley, Utah</p>					<p>Feb-28 TLN</p>
NO.	DESCRIPTION	Estimated Quantity	Units	Unit Price	Total Cost
All Purpose Trail					
1	Mobilization	5.0%	LS	\$ 5,700.00	\$ 5,700.00
2	Dust Control and Watering	1	LS	\$ 5,000.00	\$ 5,000.00
3	Land Acquisition	0.7	ACRE	\$ 75,000.00	\$ 51,000.00
4	Clearing & Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
5	Earthwork & Grading	1	LS	\$ 25,000.00	\$ 25,000.00
6	Granular Borrow (6" Thick)	500	CY	\$ 20.00	\$ 10,000.00
7	Untreated Base Course ("6"Thick)	500	CY	\$ 36.00	\$ 18,000.00
Apple Valley Volunteer Park Expansion					
8	Apple Valley Volunteer Park Expansion	0.69	Acre	\$ 276,000.00	\$ 189,600.00
	Construction Contingency	10%	EST	\$ 30,900.00	\$ 30,900.00
	Constuction Total				\$ 340,200.00
Engineering & Incidentals					
9	Administrative Services	1%	Est.		\$ 3,500
10	Engineering Design	10%	L.S.		\$ 34,000
11	Construction Observation	7%	Est.		\$ 27,200
	TOTAL PROJECT COST				\$ 404,900.00
<p><i>In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes</i></p>					



APPENDIX E – UNIT COST CALCULATIONS

APPENDIX E – UNIT COST CALCULATIONS

PARKS								
Owner	Name	Year	Project Type	Project Costs			Total Acreage	Cost / Acre
				Construction	Incidentals	Total		
Lincoln County	Pioneer Park Phase I & II	2011, 2014	Upgrade	\$ 749,700.00	\$ 157,700.00	\$ 907,400.00	3.2	\$ 283,562.50
St. George City	Royal Oaks Park	2014	New Facility	\$ 412,000.00	\$ 72,225.41	\$ 484,225.41	1.0	\$ 484,225.41
St. George City	Silkwood Park	2014	New Facility	\$ 385,300.00	\$ 67,544.78	\$ 452,844.78	1.5	\$ 301,896.52
St. George City	Sunset Park	2014	Upgrade	\$ 560,900.00	\$ 98,328.24	\$ 659,228.24	2.4	\$ 274,678.43
White Pine County	Preston Park	2013	New Facility	\$ 155,400.00	\$ 36,500.00	\$ 191,900.00	0.7	\$ 274,142.86
White Pine County	North Ely Park	2013	New Facility	\$ 162,400.00	\$ 44,100.00	\$ 206,500.00	1.0	\$ 206,500.00
White Pine County	Bianchi Park	2013	Upgrade	\$ 153,600.00	\$ 22,100.00	\$ 175,700.00	0.6	\$ 292,833.33
White Pine County	McGill Park	2013	Upgrade	\$ 255,100.00	\$ 36,800.00	\$ 291,900.00	1.3	\$ 224,538.46
White Pine County	Steptoe Park	2013	Upgrade	\$ 103,200.00	\$ 14,900.00	\$ 118,100.00	0.4	\$ 295,250.00
White Pine County	Courthouse Park	2013	Upgrade	\$ 229,500.00	\$ 48,100.00	\$ 277,600.00	1.3	\$ 213,538.46
St. George City	Little Valley Pickleball	2012	New Facility	\$ 813,800.00	\$ 90,500.00	\$ 904,300.00	2.5	\$ 361,720.00
Lincoln County	Pioche Park Phase II	2012	Upgrade	\$ 758,000.00	\$ 167,500.00	\$ 925,500.00	2.7	\$ 342,777.78
Washington City	Sullivan Virgin River Phase I	2011	New Facility	\$ 1,497,200.00	\$ 262,465.74	\$ 1,759,665.74	10.6	\$ 166,006.20
Lincoln County	Rachel Park	2011	Upgrade	\$ 239,600.00	\$ 52,600.00	\$ 292,200.00	1.5	\$ 194,800.00
City of Caliente	Dixon Park	2008	New Facility	\$ 2,180,900.00	\$ 287,000.00	\$ 2,467,900.00	5.3	\$ 465,641.51
City of Caliente	Super Park	2008	New Facility	\$ 784,900.00	\$ 181,000.00	\$ 965,900.00	3.0	\$ 321,966.67
City of Caliente	Rose Park	2008	Upgrade	\$ 394,900.00	\$ 85,000.00	\$ 479,900.00	1.3	\$ 369,153.85
Washington City	Green Springs Park	2007	New Facility	\$ 834,300.00	\$ 146,256.46	\$ 980,556.46	8.6	\$ 114,018.19
Subtotal				\$ 10,670,700.00	\$ 1,870,620.64	\$ 12,541,320.64	48.9	\$ 256,468.72
Cost / Acre				\$ 218,214.72	\$ 38,254.00	\$ 256,468.72		
Average Construction Year				2012				
Rounded Cost / Acre Including Inflation (2020 Costs)				3.0%	\$ 276,000.00	\$ 48,000.00	\$ 324,000.00	

**APPLE VALLEY
ORDINANCE 2021-002**

AN ORDINANCE MODIFYING IMPACT FEES

**AN ORDINANCE ADOPTING A WRITTEN ANALYSIS OF TRANSPORTATION,
STORMWATER, PARKS, TRAILS AND OPEN SPACE AND PUBLIC SAFETY
IMPACT FEES; ENACTING WATER, WASTEWATER, TRANSPORTATION,
STORMWATER, PARKS, TRAILS AND OPEN SPACE AND PUBLIC SAFETY
IMPACT FEES; AND ESTABLISHING AN IMPACT FEE SERVICE AREA FOR
PURPOSES OF EQUITABLE DISTRIBUTION OF THE IMPACT FEES**

WHEREAS, the Town of Apple Valley (the "Town") is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the Town has legal authority, pursuant to Title 11, Chapter 36 Utah Code, Annotated, as amended ("Impact Fees Act" or "Act"), to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to growth activity; and

WHEREAS, the Town desires to assess transportation, stormwater, parks, trails, and open space and public safety impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, the Town, impact fee consultants, and consulting engineers retained by the Town have reviewed and evaluated the Town, and have determined that it is in the Town's best interest to establish the entire Town as a single impact fee service area ("Impact Fee Service Area") for purposes of Impact Fees imposed; and

WHEREAS, the Town has completed a reasonable capital facilities plan associated with water, wastewater, transportation, stormwater, parks, trails, and open space and public safety infrastructure, attached hereto; and

WHEREAS, the Town Council has directed Sunrise Engineering to prepare a written Development Impact Fee Analysis which is conducted consistent and in compliance with the Impact Fees Act (specifically 11-36-201).

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

SECTION 1: AMENDMENT “14.02.080 Impact Fee Schedules And Formulas” of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

14.02.080 Impact Fee Schedules And Formulas

Maximum Supportable Impact Fees. The fee schedules included herein represent the maximum impact fees which the Town may impose on development within the defined Impact Fee Service Area and are based upon general demand characteristics and potential demand that can be created by each class of user. The Town reserves the right under the Impact Fees Act (Utah Code § 11-36-202(2)(c,d)) to assess an adjusted fee to respond to unusual circumstances to ensure that fees are equitably assessed.

This adjustment may result in a higher impact fee if the Town determines that a user would create a greater than normal impact on any of the systems. The Town may also decrease the impact fee if the developer can provide documentation that the proposed impact will be less than what could be expected given the type of user (Utah Code § 11-36-202(3)(a)).

Impact Fee Schedules:

CULINARY WATER IMPACT FEES. The impact fees for culinary water as set forth in the attached Table 1, shall be paid at the time of application for a building permit.

Table 1 - Culinary Water Maximum Impact Fees

Land Use	Units	Demand	ERUs	Unadjusted Impact Fee	Adjusted Impact Fee	Adopted Impact Fee
Residential	Dwelling	800	1.000	\$5,631	\$5,677	\$1,000
Multi-unit	Dwelling	800	1.000	\$5,631	\$5,677	\$1,000
High School	Person	15	0.0188	\$106	\$107	\$21
Middle School	Person	15	0.0188	\$106	\$107	\$21
Elementary School	Person	15	0.0188	\$106	\$107	\$21
Hotel	Room	150	0.1875	\$1,056	\$1,064	\$213
Service Station	Pump	250	0.1325	\$1,760	\$1,774	\$355
Restaurant	Seat	35	0.0438	\$247	\$249	\$50
RV Park	Vehicle	100	0.1250	\$704	\$710	\$142
Church	Seat	5	0.0063	\$35	\$36	\$7
Nursing Home	Bed	200	0.25	\$1,480	\$1,420	\$284
Doctor's Office	Patient	10	0.0125	\$70	\$71	\$14
	Staff	35	0.0438	\$247	\$249	\$50
Dentist Office	Chair	200	0.25	\$1,408	\$1,419	\$284
	Staff	35	0.044	\$248	\$250	\$50
Store	Toilet Rm	500	0.625	\$3,519	\$3,548	\$710
	Employee	11	0.014	\$79	\$79	\$16
Commercial	Building	1,600	2.000	\$11,262	\$11,354	\$2,271
Industrial	Building	3,200	4.000	\$22,524	\$22,708	\$4,542

WASTEWATER IMPACT FEES. The impact fees for wastewater facilities as set forth in the attached Table 2, shall be paid at the time of application for a building permit.

Table 2 - Wastewater Maximum Impact Fee

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Type	Units	ERUs	Adjusted Impact Fee / Unit	Adopted Impact Fee / Unit
Permanent residence	Residence	1.000 0	\$2,875	\$1,500
Hotels & motels	Room	0.375 0	\$1,078	\$216
RV parks	Space	0.250 0	\$719	\$144
Airports	Passenger	0.007 5	\$22	\$4
	Employee	0.037 5	\$108	\$22
Boarding houses	Residents	0.125 0	\$359	\$72
	Nonresidents	0.025 0	\$72	\$14
Bowling alleys w/snack bar	Alley	0.250 0	\$719	\$144
Bowling alleys w/o snack bar	Alley	0.212 5	\$611	\$122
Churches	Person	0.012 5	\$36	\$7
Country clubs	Resident member	0.250 0	\$719	\$144
	Non-resident member	0.062 5	\$180	\$36
	Employee	0.037 5	\$108	\$22
Dentist's office	Chair	0.500 0	\$1,438	\$288
	Staff member	0.087 5	\$252	\$50
Doctor's office	Patient	0.025 0	\$72	\$14
	Staff member	0.087 5	\$252	\$50

Fairgrounds	Person	0.0025	\$7	\$1
Fire station w/ food preparation	Full-time employee	0.1750	\$503	\$101
Fire station w/o food preparation	Full-time employee	0.0125	\$36	\$7
Gyms	Participant	0.0625	\$180	\$36
	Spectator	0.0100	\$29	\$6
Hairdresser	Chair	0.1250	\$359	\$72
	Operator	0.0875	\$252	\$50
Hospitals	Bed	0.6250	\$1,797	\$359
Industrial buildings w/ showers (exclusive of industrial waste)	Employee per shift	0.0875	\$252	\$50
Industrial buildings w/o showers (exclusive of industrial waste)	Employee per shift	0.0375	\$108	\$22
Jail facilities	Inmate	0.2875	\$827	\$165
	Employee	0.0250	\$72	\$14
Launderette	Washer	1.4500	\$4,169	\$834
Movie Theaters (auditorium)	Seat	0.0125	\$36	\$7
Movie Theaters (drive-in)	Car	0.0250	\$72	\$14
Nursing Homes	Bed	0.7000	\$2,013	\$403
Office buildings w/ cafeteria	Employee	0.0625	\$180	\$36
		0.037		

Office buildings w/o cafeteria	Employee	5	\$108	\$22
Picnic parks	Person	0.0125	\$36	\$7
Restaurants w/ 24 hour service	Seat	0.1250	\$359	\$72
Restaurants w/o 24 hour service	Seat	0.0875	\$252	\$50
Restaurants – single service utensils	Customer/day	0.0250	\$72	\$14
Rooming house	Person	0.1000	\$288	\$58
Schools – boarding	Person	0.1875	\$539	\$108
Schools w/o cafeteria & showers	Person	0.0375	\$108	\$22
Schools w/ cafeteria w/o showers	Person	0.0500	\$144	\$29
Schools w/ cafeteria & showers	Person	0.0625	\$180	\$36
Service stations	Vehicle/day	0.0250	\$72	\$14
Skating rinks & dance halls w/ kitchen	Person	0.0325	\$93	\$19
Skating rinks & dance halls w/o kitchen	Person	0.0250	\$72	\$14
Ski areas w/o kitchen	Person	0.0250	\$72	\$14
Stores	Toilet stall	1.2500	\$3,594	\$719
	Employee	0.0275	\$79	\$16
Swimming pools & bath houses	Person	0.0250	\$72	\$14
Taverns, bars, cocktail lounges	Seat	0.0500	\$144	\$29
		0.012		

Visitor centers	Visitor day	5	\$36	\$7
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STORM WATER IMPACT FEES. The impact fees for storm water as set forth in the attached Table 3, shall be paid at the time of application for a building permit.

Table 3 - Storm Water Maximum Impact Fee

Zoning	Adj. Impact Fee	Adopted Impact Fee
Residential	\$172/acre	\$172/acre
Commercial	\$172/acre	\$172/acre

PARKS, TRAILS AND OPEN SPACE IMPACT FEES. The impact fees for parks, trails and open space as set forth in the attached Table 4, shall be paid at the time of application for a building permit.

Zoning	Adj. Impact Fee	Adopted Impact Fee
Residential	\$1,649/unit	\$141/unit
Commercial	None	None

PUBLIC SAFETY IMPACT FEES. The impact fees for public safety as set forth in the attached Table 5, shall be paid at the time of application for a building permit.

	Zoning	Adj. Impact Fee	Adopted Impact Fee
FIRE	Residential	\$59/unit	\$59/unit
	Commercial	\$852/acre	\$852/acre
POLICE	Residential	\$114/unit	\$114/unit
	Commercial	\$1,844/acre	\$1,844/acre

TRANSPORTATION IMPACT FEES. The impact fees for transportation as set forth in the attached Table 6, shall be paid at the time of application for a building permit.

Type	Units	Trips per day	ERUs	Adj. Impact Fee / Unit	Adopt. Impact Fee / Unit
Residential: Single Family Detached Housing	Lot	9.57	1.00	\$514.00	\$514.00
Auto Parts Store	1,000 S.F.	61.91	6.47	\$3,325.16	\$665.00

Bank: Drive in	1,000 S.F.	265.21	27.71	\$14,244.30	\$2,849.00
Bank: Walk in	1,000 S.F.	156.48	16.35	\$8,404.46	\$1,681.00
Car Lot	1,000 S.F.	37.5	3.92	\$2,014.11	\$403.00
Church	1,000 S.F.	9.11	0.95	\$489.29	\$98.00
Elementary School	Student	1.02	0.11	\$54.78	\$11.00
Furniture Store	1,000 S.F.	5.06	0.53	\$271.77	\$54.00
Gas or Service Station	Pump	168.56	17.61	\$9,053.27	\$1,811.00
Gas or Service Station w/ Convenience Center	Pump	162.78	17.01	\$8,742.83	\$1,749.00
Hardware or Paint Store	1,000 S.F.	51.29	5.36	\$2,754.76	\$551.00
High School	Student	1.79	0.19	\$96.14	\$19.00
Hospital	1,000 S.F.	16.78	1.75	\$901.25	\$180.00
Hotel	Room	8.92	0.93	\$479.09	\$96.00
Industrial Park	1,000 S.F.	6.96	0.73	\$373.82	\$75.00
Industrial: General Light	1,000 S.F.	6.97	0.73	\$374.36	\$75.00
Library	1,000 S.F.	54	5.64	\$2,900.31	\$580.00
Lumber Store	1,000 S.F.	39.71	4.15	\$2,132.80	\$427.00
Manufacturing	1,000 S.F.	3.82	0.40	\$205.17	\$41.00
Middle School	Student	1.45	0.15	\$77.88	\$16.00
Mobile home park	Occupied Unit	4.81	0.50	\$258.34	\$258.34
Nursery (Garden Center)	1,000 S.F.	36.08	3.77	\$1,937.84	\$388.00
Nursing Home	Beds	2.61	0.27	\$140.18	\$28.00
Office: General	1,000 S.F.	11.01	1.15	\$591.34	\$118.00
Office: Government	1,000 S.F.	68.93	7.20	\$3,702.20	\$740.00
Office: Medical or Dental	1,000 S.F.	36.13	3.78	\$1,940.52	\$388.00
Pharmacy w/ Drive Through Window	1,000 S.F.	88.16	9.21	\$4,735.03	\$947.00
Residential: Apartment	Unit	6.63	0.69	\$356.09	\$356.09
Residential: PUD	Lot	7.5	0.78	\$402.82	\$402.82
Residential: Townhome	Home	5.86	0.61	\$314.74	\$314.74

Restaurant: Fast-Food w/ Drive Through	1,000 S.F.	496.12	51.84	\$26,646.36	\$5,329.00
Restaurant: Fast-Food w/o Drive Through	1,000 S.F.	716	74.82	\$38,456.01	\$7,691.00
Restaurant: High-Turnover Sit Down	1,000 S.F.	130.34	13.62	\$7,000.50	\$1,400.00
Restaurant: Quality	1,000 S.F.	89.95	9.40	\$4,831.17	\$966.00
Specialty Retail Center	1,000 S.F.	40.67	4.25	\$2,184.37	\$437.00
Supermarket	1,000 S.F.	111.51	11.65	\$5,989.15	\$1,198.00
Tire Store	1,000 S.F.	24.87	2.60	\$1,335.76	\$267.00
Video Rental Store	1,000 S.F.	31.54	3.30	\$1,694.00	\$339.00
Warehouse	1,000 S.F.	4.96	0.52	\$266.40	\$53.00

*Units and Trips per day are found in the 6th edition of *Trip Generation* Published by the Institute of Transportation Engineers.

Fees included in this Section may be adjusted with adequate documentation from the developer that the true impact differs from that shown.

AFTER AMENDMENT

14.02.080 Impact Fee Schedules And Formulas

Maximum Supportable Impact Fees. The fee schedules included herein represent the maximum impact fees which the Town may impose on development within the defined Impact Fee Service Area and are based upon general demand characteristics and potential demand that can be created by each class of user. The Town reserves the right under the Impact Fees Act (Utah Code § 11-36-202(2)(c,d)) to assess an adjusted fee to respond to unusual circumstances to ensure that fees are equitably assessed.

This adjustment may result in a higher impact fee if the Town determines that a user would create a greater than normal impact on any of the systems. The Town may also decrease the impact fee if the developer can provide documentation that the proposed impact will be less than what could be expected given the type of user (Utah Code § 11-36-202(3)(a)).

Impact Fee Schedules:

CULINARY WATER IMPACT FEES. The impact fees for culinary water as set forth in the attached Table 1, shall be paid at the time of application for a building permit.

Table 1 - Culinary Water Maximum Impact Fees

Land Use	Units	Demand	ERUs	Unadjusted Impact Fee	Adjusted Impact Fee	Adopted Impact Fee
Residential	Dwelling	800	1.000	\$5,631	\$5,677	\$1,000
Multi-unit	Dwelling	800	1.000	\$5,631	\$5,677	\$1,000
High School	Person	15	0.0188	\$106	\$107	\$21
Middle School	Person	15	0.0188	\$106	\$107	\$21
Elementary School	Person	15	0.0188	\$106	\$107	\$21
Hotel	Room	150	0.1875	\$1,056	\$1,064	\$213
Service Station	Pump	250	0.1325	\$1,760	\$1,774	\$355
Restaurant	Seat	35	0.0438	\$247	\$249	\$50
RV Park	Vehicle	100	0.1250	\$704	\$710	\$142
Church	Seat	5	0.0063	\$35	\$36	\$7
Nursing Home	Bed	200	0.25	\$1,480	\$1,420	\$284
Doctor's Office	Patient	10	0.0125	\$70	\$71	\$14
	Staff	35	0.0438	\$247	\$249	\$50
Dentist Office	Chair	200	0.25	\$1,408	\$1,419	\$284
	Staff	35	0.044	\$248	\$250	\$50
Store	Toilet Rm	500	0.625	\$3,519	\$3,548	\$710
	Employee	11	0.014	\$79	\$79	\$16
Commercial	Building	1,600	2.000	\$11,262	\$11,354	\$2,271
Industrial	Building	3,200	4.000	\$22,524	\$22,708	\$4,542

WASTEWATER IMPACT FEES. The impact fees for wastewater facilities as set forth in the attached Table 2, shall be paid at the time of application for a building permit.

Table 2 - Wastewater Maximum Impact Fee

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Type	Units	ERUs	Adjusted Impact Fee / Unit	Adopted Impact Fee / Unit
Permanent residence	Residence	1.000 0	\$2,875	\$1,500
Hotels & motels	Room	0.375 0	\$1,078	\$216
RV parks	Space	0.250 0	\$719	\$144
Airports	Passenger	0.007 5	\$22	\$4
	Employee	0.037 5	\$108	\$22
Boarding houses	Residents	0.125 0	\$359	\$72
	Nonresidents	0.025 0	\$72	\$14
Bowling alleys w/snack bar	Alley	0.250 0	\$719	\$144
Bowling alleys w/o snack bar	Alley	0.212 5	\$611	\$122
Churches	Person	0.012 5	\$36	\$7
Country clubs	Resident member	0.250 0	\$719	\$144
	Non-resident member	0.062 5	\$180	\$36
	Employee	0.037 5	\$108	\$22
Dentist's office	Chair	0.500 0	\$1,438	\$288
	Staff member	0.087 5	\$252	\$50
Doctor's office	Patient	0.025 0	\$72	\$14
	Staff member	0.087 5	\$252	\$50

Fairgrounds	Person	0.0025	\$7	\$1
Fire station w/ food preparation	Full-time employee	0.1750	\$503	\$101
Fire station w/o food preparation	Full-time employee	0.0125	\$36	\$7
Gyms	Participant	0.0625	\$180	\$36
	Spectator	0.0100	\$29	\$6
Hairdresser	Chair	0.1250	\$359	\$72
	Operator	0.0875	\$252	\$50
Hospitals	Bed	0.6250	\$1,797	\$359
Industrial buildings w/ showers (exclusive of industrial waste)	Employee per shift	0.0875	\$252	\$50
Industrial buildings w/o showers (exclusive of industrial waste)	Employee per shift	0.0375	\$108	\$22
Jail facilities	Inmate	0.2875	\$827	\$165
	Employee	0.0250	\$72	\$14
Launderette	Washer	1.4500	\$4,169	\$834
Movie Theaters (auditorium)	Seat	0.0125	\$36	\$7
Movie Theaters (drive-in)	Car	0.0250	\$72	\$14
Nursing Homes	Bed	0.7000	\$2,013	\$403
Office buildings w/ cafeteria	Employee	0.0625	\$180	\$36
		0.037		

Office buildings w/o cafeteria	Employee	5	\$108	\$22
Picnic parks	Person	0.0125	\$36	\$7
Restaurants w/ 24 hour service	Seat	0.1250	\$359	\$72
Restaurants w/o 24 hour service	Seat	0.0875	\$252	\$50
Restaurants – single service utensils	Customer/day	0.0250	\$72	\$14
Rooming house	Person	0.1000	\$288	\$58
Schools – boarding	Person	0.1875	\$539	\$108
Schools w/o cafeteria & showers	Person	0.0375	\$108	\$22
Schools w/ cafeteria w/o showers	Person	0.0500	\$144	\$29
Schools w/ cafeteria & showers	Person	0.0625	\$180	\$36
Service stations	Vehicle/day	0.0250	\$72	\$14
Skating rinks & dance halls w/ kitchen	Person	0.0325	\$93	\$19
Skating rinks & dance halls w/o kitchen	Person	0.0250	\$72	\$14
Ski areas w/o kitchen	Person	0.0250	\$72	\$14
Stores	Toilet stall	1.2500	\$3,594	\$719
	Employee	0.0275	\$79	\$16
Swimming pools & bath houses	Person	0.0250	\$72	\$14
Taverns, bars, cocktail lounges	Seat	0.0500	\$144	\$29
		0.012		

Visitor centers	Visitor day	5	\$36	\$7
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STORMWATER IMPACT FEES. The impact fees for stormwater as set forth in the attached Table 3, shall be paid at the time of application for a building permit for any property located within the drainage boundary.

Table 3 - Storm Water ~~Maximum~~ Impact Fee

Zoning	Adj. Impact Fee	Adopted Impact Fee <u>Per Acre within Drainage Boundary</u>
Residential	\$172/acre	<u>\$2,885.79</u> 172 /acre
Commercial	\$172/acre	<u>\$1722,885.79</u> /acre

PARKS, TRAILS, AND OPEN SPACE IMPACT FEES. The impact fees for parks, trails and open space as set forth in the attached Table 4, shall be paid at the time of application for a building permit.

Zoning	Adj. Impact Fee	Adopted Impact Fee <u>Per Household (2.38 Persons)</u>
Residential	\$1,649/unit	<u>\$725</u> 141 /unit
Commercial	None	None

NON-STANDARD PARK IMPACT FEES: The Town reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a land-use will have upon public facilities. The adjustment for Non-Standard Park Impact Fees could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The non-standard impact fee is calculated based on the following formula:

$$\text{Estimated Population per Unit} \times \text{Estimate of Impact Fee Per Capita } (\$305) = \text{Impact Fee per Unit}$$

~~PUBLIC~~POLICE SAFETY IMPACT FEES. The impact fees for public safety as set forth in the attached Table 5, shall be paid at the time of application for a building permit.

	Zoning	Adj. Impact Fee	Adopted Impact Fee
FIRE	Residential	\$59/unit	\$59/unit
	Commercial	\$852/acre	\$852/acre
POLICE	Residential	\$114/unit	\$114/unit
	Commercial	\$1,844/acre	\$1,844/acre

FIRE AND EMS IMPACT FEES. The impact fees for public safety as set forth in the attached Table 6, shall be paid at the time of application for a building permit.

	Cost per SFE	SFE Conversion	Total Impact Fee per Unit
<u>Residential</u>			
Single Family Dwelling Unit	\$844	1.00	\$844
Multi-Family Dwelling Unit	\$844	0.68	\$571
<u>Non-Residential</u>			
Shopping Center (per 1K SF)	\$11,443	2.81	\$32,117
General Office (per 1K SF)	\$11,443	1.43	\$16,413
Light Industrial (per 1K SF)	\$11,443	0.84	\$9,594

NON-STANDARD FIRE AND EMS IMPACT FEES: The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities. This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. To determine the impact fee for a non-standard use, the City should use the following formula:

~~Formula for Non-Standard Fire Impact Fees: Residential Fee: SFE Conversion x \$844 = Recommended Impact Fee
Non-Residential Fee: SFE Conversion x \$11,443 = Recommended Impact Fee~~

Formula for Non-Standard Fire Impact Fees: Residential Fee: SFE Conversion x \$844 = Recommended Impact Fee
Non-Residential Fee: SFE Conversion x \$11,443 = Recommended Impact Fee

TRANSPORTATION IMPACT FEES. The impact fees for transportation as set forth in the attached Table 76, shall be paid at the time of application for a building permit.

LAND USE:	Impact Fee per Unit	
Singe Family Residential	\$2,660	
Multi-Family Residential	\$1,800	
<u>Shopping Center</u>	<u>\$7,466</u>	
<u>Light Industrial</u>	<u>\$2,230</u>	
<u>Office</u>	<u>\$3,816</u>	

NON STANDARD IMPACT FEES: The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the City’s transportation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. The City may adjust the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be different than what is proposed in this analysis.

Formula for Non-Standard Transportation Impact Fees: Total Units x Estimate of PM Peak Hour Trips per Unit x Adjustment Factor x \$2,687 = Impact Fee per Unit

Type	Units	Trips per day	ERUs	Adj. Impact Fee /Unit	Adopt. Impact Fee /Unit
Residential: Single Family-Detached Housing	Lot	9.57	1.00	\$514.00	\$514.00
Auto Parts Store	1,000 S.F.	61.91	6.47	\$3,325.16	\$665.00
Bank: Drive in	1,000 S.F.	265.21	27.71	\$14,244.30	\$2,849.00
Bank: Walk in	1,000 S.F.	156.48	16.35	\$8,404.46	\$1,681.00
Car Lot	1,000 S.F.	37.5	3.92	\$2,014.11	\$403.00
Church	1,000 S.F.	9.11	0.95	\$489.29	\$98.00

Elementary School	Student	1.02	0.11	\$54.78	\$11.00
Furniture Store	1,000 S.F.	5.06	0.53	\$271.77	\$54.00
Gas or Service Station	Pump	168.56	17.61	\$9,053.27	\$1,811.00
Gas or Service Station w/ Convenience Center	Pump	162.78	17.01	\$8,742.83	\$1,749.00
Hardware or Paint Store	1,000 S.F.	51.29	5.36	\$2,754.76	\$551.00
High School	Student	1.79	0.19	\$96.14	\$19.00
Hospital	1,000 S.F.	16.78	1.75	\$901.25	\$180.00
Hotel	Room	8.92	0.93	\$479.09	\$96.00
Industrial Park	1,000 S.F.	6.96	0.73	\$373.82	\$75.00
Industrial: General Light	1,000 S.F.	6.97	0.73	\$374.36	\$75.00
Library	1,000 S.F.	54	5.64	\$2,900.31	\$580.00
Lumber Store	1,000 S.F.	39.71	4.15	\$2,132.80	\$427.00
Manufacturing	1,000 S.F.	3.82	0.40	\$205.17	\$41.00
Middle School	Student	1.45	0.15	\$77.88	\$16.00
Mobile home park	Occupied Unit	4.81	0.50	\$258.34	\$258.34
Nursery (Garden Center)	1,000 S.F.	36.08	3.77	\$1,937.84	\$388.00
Nursing Home	Beds	2.61	0.27	\$140.18	\$28.00
Office: General	1,000 S.F.	11.01	1.15	\$591.34	\$118.00
Office: Government	1,000 S.F.	68.93	7.20	\$3,702.20	\$740.00
Office: Medical or Dental	1,000 S.F.	36.13	3.78	\$1,940.52	\$388.00
Pharmacy w/ Drive Through Window	1,000 S.F.	88.16	9.21	\$4,735.03	\$947.00
Residential: Apartment	Unit	6.63	0.69	\$356.09	\$356.09
Residential: PUD	Lot	7.5	0.78	\$402.82	\$402.82
Residential: Townhome	Home	5.86	0.61	\$314.74	\$314.74
Restaurant: Fast Food w/ Drive Through	1,000 S.F.	496.12	51.84	\$26,646.36	\$5,329.00
Restaurant: Fast Food w/o Drive Through	1,000 S.F.	716	74.82	\$38,456.01	\$7,691.00
Restaurant: High-	1,000 S.F.	130.34	13.62	\$7,000.50	\$1,400.00

Turnover Sit Down					
Restaurant: Quality	1,000 S.F.	89.95	9.40	\$4,831.17	\$966.00
Specialty Retail Center	1,000 S.F.	40.67	4.25	\$2,184.37	\$437.00
Supermarket	1,000 S.F.	111.51	11.65	\$5,989.15	\$1,198.00
Tire Store	1,000 S.F.	24.87	2.60	\$1,335.76	\$267.00
Video Rental Store	1,000 S.F.	31.54	3.30	\$1,694.00	\$339.00
Warehouse	1,000 S.F.	4.96	0.52	\$266.40	\$53.00

~~*Units and Trips per day are found in the 6th edition of Trip Generation Published by the Institute of Transportation Engineers.~~

~~Fees included in this Section may be adjusted with adequate documentation from the developer that the true impact differs from that shown.~~

SECTION 2:**AMENDMENT** “14.02.020 Definitions” of the Apple Valley Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

14.02.020 Definitions

Words and phrases that are defined in the Act shall have the same definition in this Impact Fee Chapter. The following words and phrases shall have the following meanings.:

“**Capital Facilities Plan**” means the plan required by Section 11-36-201 of the Act. In Section 11-36-201(2)(e) there is an exception to the Capital Facilities Plan for cities of 5,000 or less in population, based on the latest census. Town meets this exception but has chosen to perform and adopt the Capital Facilities Plan attached hereto.

“**Development activity**” means any construction or expansion of building, structure or use, any change in use of building or structure, or any change in the use of land that creates additional demand and need for public facilities. Development activity will include residential, commercial, and institutional users who are not currently connected to any of the Town’s public facilities systems, but will locate within the Impact Fee Service Area.

“**Development approval**” means any written authorization from the Town that authorizes the commencement of development activity.

“**Town**” means the Town of Apple Valley, a local political subdivision of the State of Utah.

“**Impact fee**” means a payment of money imposed upon development activity as a condition of development approval. “Impact fee” includes development impact fees, but does not include a tax, special assessment, hookup fee, building permit fee, fee for project improvements, or other reasonable permit or application fees.

“**Project improvements**” means site improvements and facilities that are planned and designed to provide service for development resulting from a development activity and are necessary for the use and convenience of the occupants or users of development resulting from a development activity. “Project improvements” do not include “system improvements” as defined below.

“**Proportionate share**” of the cost of public facility improvements means an amount that is roughly proportionate and reasonably related to the service demands and needs of a development activity.

“**Public facilities**” means water, wastewater, transportation, storm water, parks, trails and open space and public safety improvements of the Town for the Impact Fee Service Area.

“**Impact Fee Service Area**” refers to a geographic area designated by the Town based on sound planning and engineering principles in which a defined set of the Town’s public facilities provides service. The Impact Fee Service Area for purposes of this Chapter includes all of the area within the jurisdictional boundaries of the Town.

“**System improvements**” refers both to existing public facilities designed to provide services within the Impact Fee Service Area and to future public facilities identified in a reasonable plan for capital improvements adopted by the Town that are intended to provide service to the Impact Fee Service Area. “System improvements” do not include “Project improvements” as defined above.

AFTER AMENDMENT

14.02.020 Definitions

Words and phrases that are defined in the Act shall have the same definition in this Impact Fee Chapter. The following words and phrases shall have the following meanings:

“**Capital Facilities Plan**” means the plan required by Section 11-36-201 of the Act. In Section 11-36-201(2)(e) there is an exception to the Capital Facilities Plan for cities of 5,000 or less in population, based on the latest census. Town meets this exception but has chosen to perform and adopt the Capital Facilities Plan attached hereto.

“**Development activity**” means any construction or expansion of building, structure or use, any change in use of building or structure, or any change in the use of land that creates additional demand and need for public facilities. Development activity will include residential, commercial, and institutional users who are not currently connected to any of the Town’s public facilities systems, but will locate within the Impact Fee Service Area.

“Development approval” means any written authorization from the Town that authorizes the commencement of development activity.

"Drainage Boundary" means the boundary defined as a drainage area in the Town's latest stormwater impact fee study.

“Town” means the Town of Apple Valley, a local political subdivision of the State of Utah.

“Impact fee” means a payment of money imposed upon development activity as a condition of development approval. “Impact fee” includes development impact fees, but does not include a tax, special assessment, hookup fee, building permit fee, fee for project improvements, or other reasonable permit or application fees.

“Project improvements” means site improvements and facilities that are planned and designed to provide service for development resulting from a development activity and are necessary for the use and convenience of the occupants or users of development resulting from a development activity. “Project improvements” do not include “system improvements” as defined below.

“Proportionate share” of the cost of public facility improvements means an amount that is roughly proportionate and reasonably related to the service demands and needs of a development activity.

“Public facilities” means water, wastewater, transportation, storm water, parks, trails and open space and public safety improvements of the Town for the Impact Fee Service Area.

“Impact Fee Service Area” refers to a geographic area designated by the Town based on sound planning and engineering principles in which a defined set of the Town’s public facilities provides service. The Impact Fee Service Area for purposes of this Chapter includes all of the area within the jurisdictional boundaries of the Town.

“System improvements” refers both to existing public facilities designed to provide services within the Impact Fee Service Area and to future public facilities identified in a reasonable plan for capital improvements adopted by the Town that are intended to provide service to the Impact Fee Service Area. “System improvements” do not include “Project improvements” as defined above.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Lisonbee	_____	_____	_____	_____
Councilmember Edwardsen	_____	_____	_____	_____
Councilmember Beddo	_____	_____	_____	_____
Councilmember Kopp	_____	_____	_____	_____
Councilmember McLaughlin	_____	_____	_____	_____

Presiding Officer

Attest

Marty Lisonbee, Mayor, Apple Valley

Michelle Kinney, Clerk Apple Valley



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

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

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting			
Name: Travis Wells		Phone: 208-589-5407	
Address: 1363 N Rome Way		Email: libbywells@infowest.com	
City: Apple Valley UT	State: UT	Zip: 84737	
Agent: (If Applicable) Craig Coats (Alliance Consulting)		Phone: 435-673-8060	
Address/Location of Property: NW 1/4 Section 29, T-42S R 11W, S.L.B. & M		Parcel ID: AV-1329	
Existing Zone: OS		Proposed Zone: Res 1 AC	
Reason for the request Proposed Subdivision			

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

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

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




Official Use Only	
Date Received:	By:
Date Application Deemed Complete:	By:

DATE:	11-8-2020
JOB NUMBER:	4557-20
SCALE:	1"=160'
DRAWN BY:	CAC
CHECKED BY:	DSH
DATE	
REV	
SIGNS	

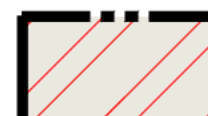
FILE NAME: Apple Valley Zone Maps.dwg

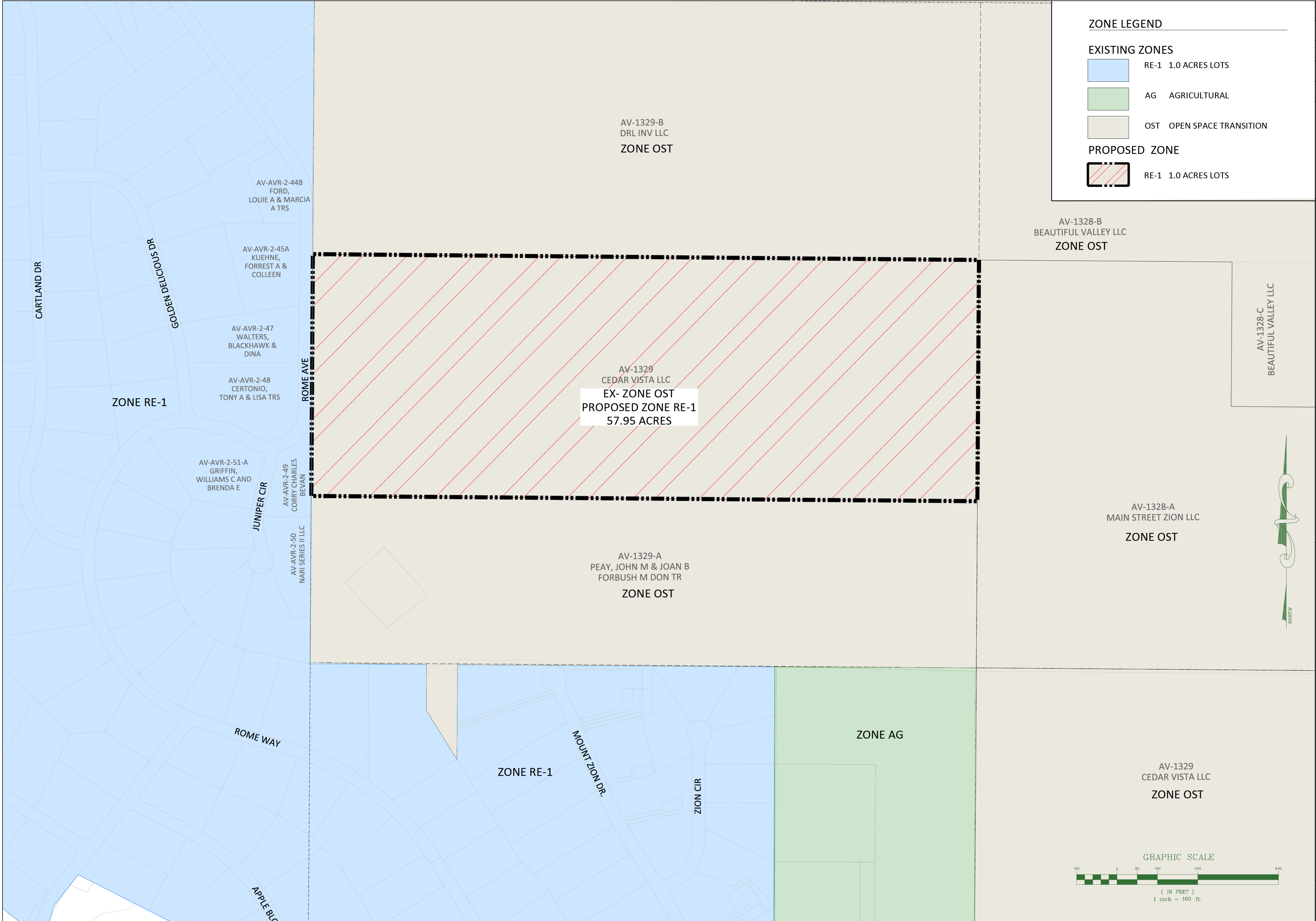
ZONE LEGEND

EXISTING ZONES

-  RE-1 1.0 ACRES LOTS
-  AG AGRICULTURAL
-  OST OPEN SPACE TRANSITION

PROPOSED ZONE

-  RE-1 1.0 ACRES LOTS

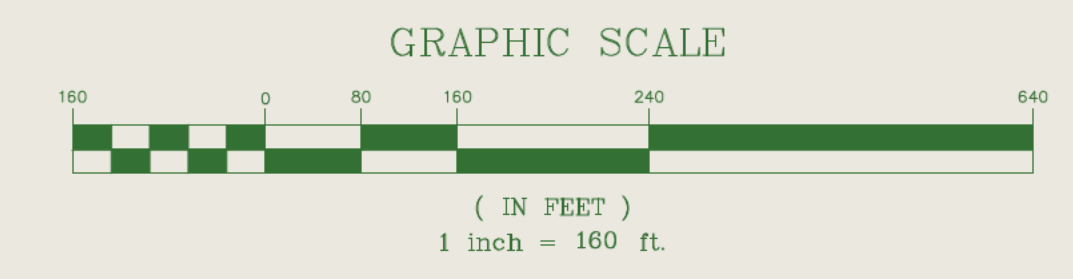


ALLIANCE CONSULTING
A Planning and Engineering Firm



APPLE VALLEY 57 ACRES ZONE CHANGE
FOR
TRAVIS WELLS
LOCATED IN SECTION 29
TOWNSHIP 42 SOUTH, RANGE 11 WEST SLB&M,
APPLE VALLEY, WASH. CO., UTAH

SHEET
1
OF 1 SHEETS



STATE OF UTAH)
)S
COUNTY OF WASHINGTON)

I (We) _____, being duly sworn, deposed and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

Property Owner

Property Owner

Subscribed and sworn to me this _____ day of _____, 20__.

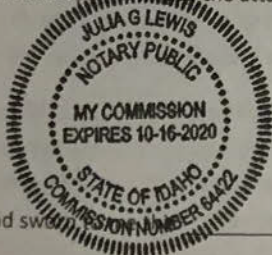
Notary Public

Residing in: _____

My Commission Expires: _____

AGENT AUTHORIZATION

I (We), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.



Cedar Vista LLC

Property Owner

[Signature]

Property Owner

Subscribed and sworn to me this _____ day of _____, 20__.

Julia G. Lewis

Notary Public

254



AMENDMENT TO CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

Base Filing fee: \$30.00.

Complete and submit the application in duplicate.

FILED EFFECTIVE

2017 OCT -2 AM 10:32

SECRETARY OF STATE
STATE OF IDAHO

- The name of the limited liability company is:
Cedar Vista, LLC
- The date the certificate of organization was originally filed : September 10, 2012
- The name of the limited liability company is amended to:

- The complete street and mailing addresses of the principal office is amended to:

(Street Address)

(Mailing Address, if different)
- The mailing address for future correspondence (annual reports) is amended to:

(Address)
- The name and address of the managers/members shall be amended as follows:
Add: Delete: Richard H. Miller 2150 South 1300 East, Ste 150, Salt Lake City, UT84106
(Name) (Address)
Add: Delete: _____
(Name) (Address)
Add: Delete: _____
(Name) (Address)
- Signature of a manager, member, or authorized person.

Printed Name: John K Bagley
 Signature: [Handwritten Signature]
 Printed Name: _____
 Signature: _____

Secretary of State use only
 IDAHO SECRETARY OF STATE
 10/02/2017 05:00
 CK:1050 CT:346414 BH:1605382
 1@ 30.00 = 30.00 ORGAN AMEN #2
 W117131

Rev. 05/2016

WALTERS BLACKHAWK & DINA
AV-AVR-2-47
1793 N ROME WAY
HURRICANE, UT 84737-4816

FULLMER SUSAN P, ET AL
AV-AVR-2-56
1584 N ROME WAY
HURRICANE, UT 84737

CLEVERLEY PAUL A
AV-AVR-2-37
1963 N ROME AVE
HURRICANE, UT 84737-4801

FORD LOUIE A & MARCIA A TRS
AV-AVR-2-44-C
1903 N ROME AVE
APPLE VALLEY , UT 84737

CORRY CHARLES BEVAN
AV-AVR-2-49
2573 LAKE ST
SALT LAKE CITY, UT 84106

RAINEY WORDELL J & DONNA ROSE TRS
AV-AVR-2-54
1360 E TELEGRAPH ST # 136
WASHINGTON, UT 84780

MAY FRANK C
AV-AVR-2-52-A
2135 CUMMINGS HWY
CHATTANOOGA, TN 37419

DRL INV LLC
AV-1329-B
5 ELIZABETH LN
DANVILLE, CA 94526

HENDEREK ROBYN, ET AL
AV-AVR-2-29
1758 N CARTLAND DR
APPLE VALLEY, UT 84737

JEFFS CAROLE J
AV-AVR-2-36
1871 N GOLDEN DELICIOUS DR
HURRICANE, UT 84737

CEDAR VISTA LLC
AV-1329
PO BOX 122
REXBURG, ID 83440

LEGRAND JOHN D & HEATHER A
AV-AVR-2-41
1933 N ROME AVE
HURRICANE, UT 84737

MAY FRANK C
AV-AVR-2-52-A
2135 CUMMINGS HWY
CHATTANOOGA, TN 37419

CERTONIO TONY A & LISA TRS
AV-AVR-2-48
2152 S ANGEL HEIGHTS DR
HURRICANE, UT 84737

DEWEY JOSHUA
AV-AVR-2-32
1781 N GOLDEN DELICIOUS DR
APPLE VALLEY, UT 84737

MILDON BRENT K TR
AV-AVR-2-42
PO BOX 124
OAKLEY, UT 84055-0124

BEAUTIFUL VALLEY LLC
AV-1328-B
550 N 160 W CIR
SAINT GEORGE, UT 84770

EWELL DWAYNE, ET AL
AV-AVR-2-41-B
PO BOX 74
TOQUERVILLE, UT 84774-0074

HURST HENRY WAYNE & PEARL K
AV-AVR-2-51
1744 N ROME WAY
APPLE VALLEY, UT 84737

CHAPPELL DOUGLAS W
AV-AVR-2-33
1791 N GOLDEN DELICIOUS DR
APPLE VALLEY, UT 84737-4831

PORTER JEFFRY RANDALL & LOLA CLAIRE TRS
AV-AVR-2-56-A
2426 W SPENCER CREST DR
BLUFFDALE, UT 84065

NELSON PRICE W & CONNIE M TRS
AV-AVR-2-35
1851 N GOLDEN DELICIOUS DR
HURRICANE, UT 84737-4870

FECHSER JOHN
AV-AVR-2-55
1604 N ROME WAY
APPLE VALLEY, UT 84737

PEAY JOHN M & JOAN B
AV-1329-C-1
1617 N MOUNT ZION DR
APPLE VALLEY, UT 84737-4884

BARLOW SAMUEL P
AV-AVR-2-43
1924 N ROME AVE
HURRICANE, UT 84737

CAM ALPAY
AV-AVR-2-57
4759 HACKAMORE DR
LAS VEGAS, NV 89103

KUEHNE FORREST A & COLLEEN
AV-AVR-2-45-A
1833 N ROME AVE
APPLE VALLEY, UT 84737

GUNN MARK W, ET AL
AV-AVR-2-53
1644 N ROME WAY
APPLE VALLEY, UT 84737-4817

BILANCIA SUZANNE M
AV-AVR-2-52
1664 N ROME WAY
APPLE VALLEY, UT 84737

DUVAL LAMBERT L
AV-AVR-2-34
1821 N GOLDEN DELICIOUS DR
HURRICANE, UT 84737

NARI SERIES II LLC
AV-AVR-2-50
261 ANTELOPE VILLAGE CIR
HENDERSON, NV 89012

PEAY JOHN M & JOAN B, ET AL
AV-1329-A
1617 N MOUNT ZION DR
APPLE VALLEY, UT 84737-4884

GRIFFIN WILLIAM C & BRENDA E
AV-AVR-2-51-A
1727 N JUNIPER CIR
APPLE VALLEY, UT 84737-4848

FORD LOUIE A & MARCIA A TRS
AV-AVR-2-44-B
1903 N ROME AVE
APPLE VALLEY , UT 84737

RIDING STEWART, ET AL
AV-AVR-2-46-A
41203 N HARDESTY
ELK, WA 99009

DARGER DAN R & IDA J
AV-AVR-2-30
1733 N ROME WAY
HURRICANE, UT 84737

MAIN STREET ZION LLC
AV-1328-A
11505 RIVOLLI DR
RENO, NV 89521

WILSTERMAN JOSEPH & BRITNIE K
AV-AVR-2-40
1892 N GOLDEN DELICIOUS DR
HURRICANE, UT 84737-4870



November 20th, 2020

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1329
Address: NW ¼ Section 29, T-42S R 11W, S.L.B. & M.

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from OS/OST (Open Space/Open Space Transition Zone) to RE-1 (Rural Estate 1-Acre) for the purpose building homes. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder's office or at the following link:

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

The hearing will be held **December 9th, at 6:00 PM**. MDT, at Apple Valley Town Hall, which is located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Any objections, questions or comments can be directed by mail to the Town of Apple Valley, Attn: Planning and Zoning Administrator, 1777 North Meadowlark Drive, Apple Valley, Utah 84737, or in person at the Apple Valley Town Hall.

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

Kind Regards,

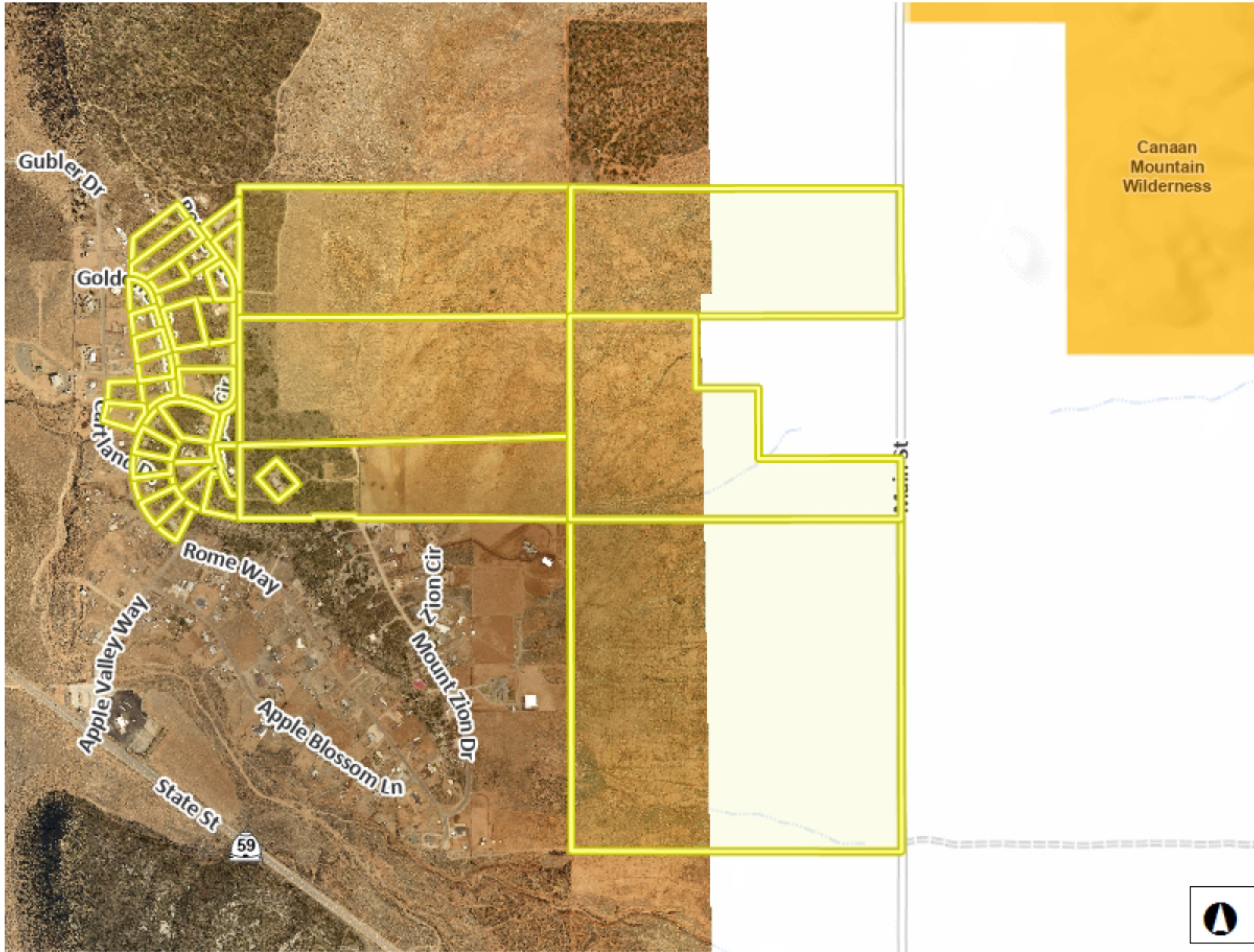
John Barlow,
Finance Director
Phone: (435) 877-1190
Fax: (435) 877-1192
www.applevalleyut.gov



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

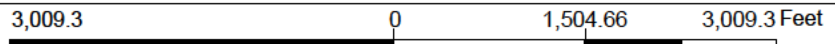


Apple Valley



Legend

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



WGS_1984_Web_Mercator_Auxiliary_Sphere

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

Notes



Apple Valley AV-1329

Parcel 2 of Document No. 20170037242

The Northwest Quarter, Less and Excepting the South 40.0 acres (As measured along the South line) of the Northwest quarter of Section 29, Township 42 South, Range 11, West, Salt Lake Base and Meridian; Also Less and Excepting the following: Beginning at the Northwest Corner of Section 29, Township 42 South, Range 11 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}57'52''$ East along the Section line 2639.81 feet to the North Quarter Corner of said Section 29; thence South $0^{\circ}05'25''$ East along the quarter Section line 1019.60 feet; thence North $89^{\circ}57'52''$ West 2639.41 feet to a point on the Section line; thence North $0^{\circ}06'46''$ West along the section line 1019.60 feet to the point of beginning.

AFFIDAVIT
PROPERTY OWNER

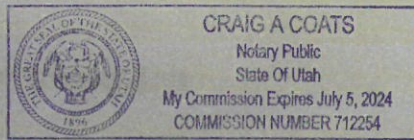
STATE OF UTAH)
)S
COUNTY OF WASHINGTON)

I (We) John K. Bagley, being duly sworn, deposed and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

[Signature]
Property Owner

Property Owner

Subscribed and sworn to me this 9 day of December, 2020.



[Signature]
Notary Public

Residing in: Wash. Co.

My Commission Expires: July 5, 2024

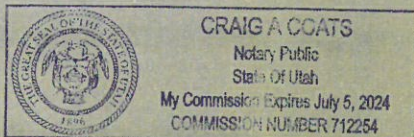
AGENT AUTHORIZATION

I (We), Cedar Vista LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Alliance Consulting to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]
Property Owner

Property Owner

Subscribed and sworn to me this 9 day of December, 2020.



[Signature]
Notary Public

Residing in: Wash. Co

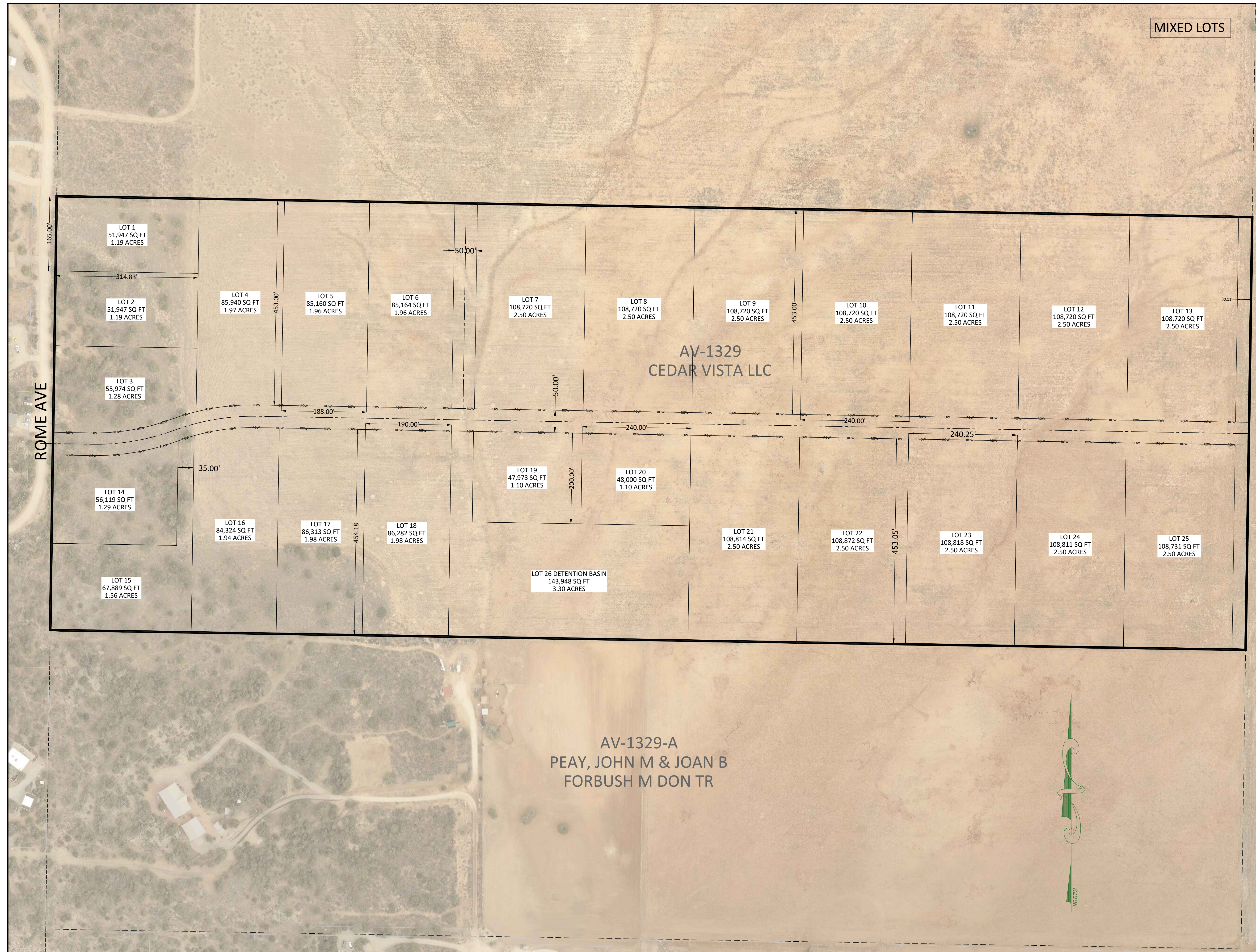
My Commission Expires: July 5, 2024^{1/14}

MIXED LOTS

Date: 1-13-2021

REVISIONS			
No.	Date	by	Description

File Name
Apple Valley 56Acre Parcel Options.dwg



ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

UTAH
2303 N CORAL CANYON BLVD
SUITE 201,
WASHINGTON, UT 84780
435-673-8060

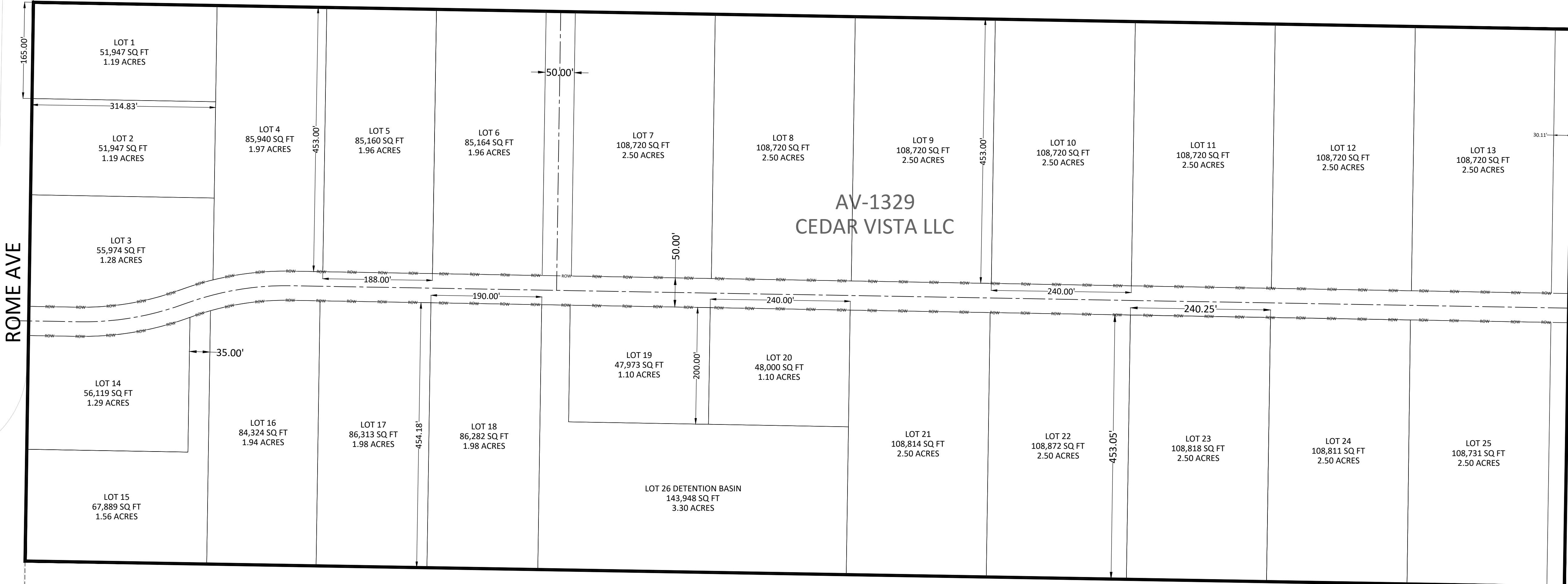
NORTH DAKOTA
621 26TH STREET W.
WILLISTON, ND 58801
701-572-8100

**APPLE VALLEY 57 ACRES
PROPOSED LOT LAYOUT**

FOR
TRAVIS WELLS
LOCATED IN SEC 29
T 42 SOUTH, R 11 WEST SLB&M
APPLE VALLEY, WASHINGTON CO., UTAH

Drawn By: cac	Scale: 1"=100'
Client No. 4557	Project No. 4557-20
Drawing Sheet C1	
Sheet 1	of 1
Sheets 1/14	

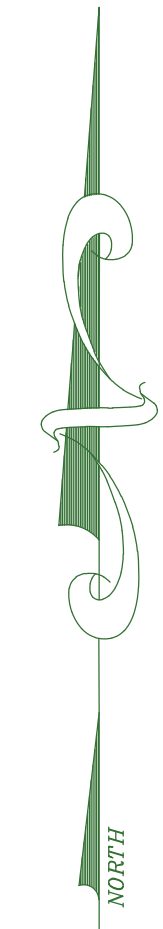
MIXED LOTS



ROME AVE

AV-1329
CEDAR VISTA LLC

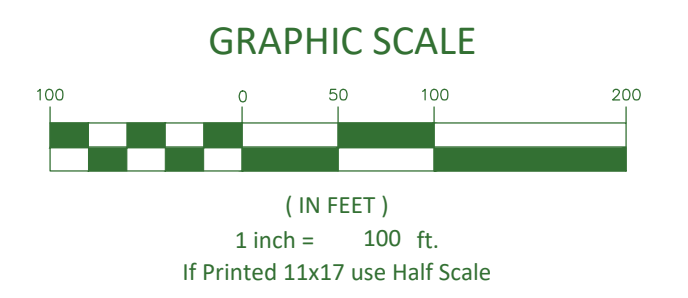
AV-1329-A
PEAY, JOHN M & JOAN B
FORBUSH M DON TR



Date: 1-13-2021

REVISIONS			
No.	Date	by	Description

File Name
Apple Valley 56Acre Parcel Options.dwg



ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

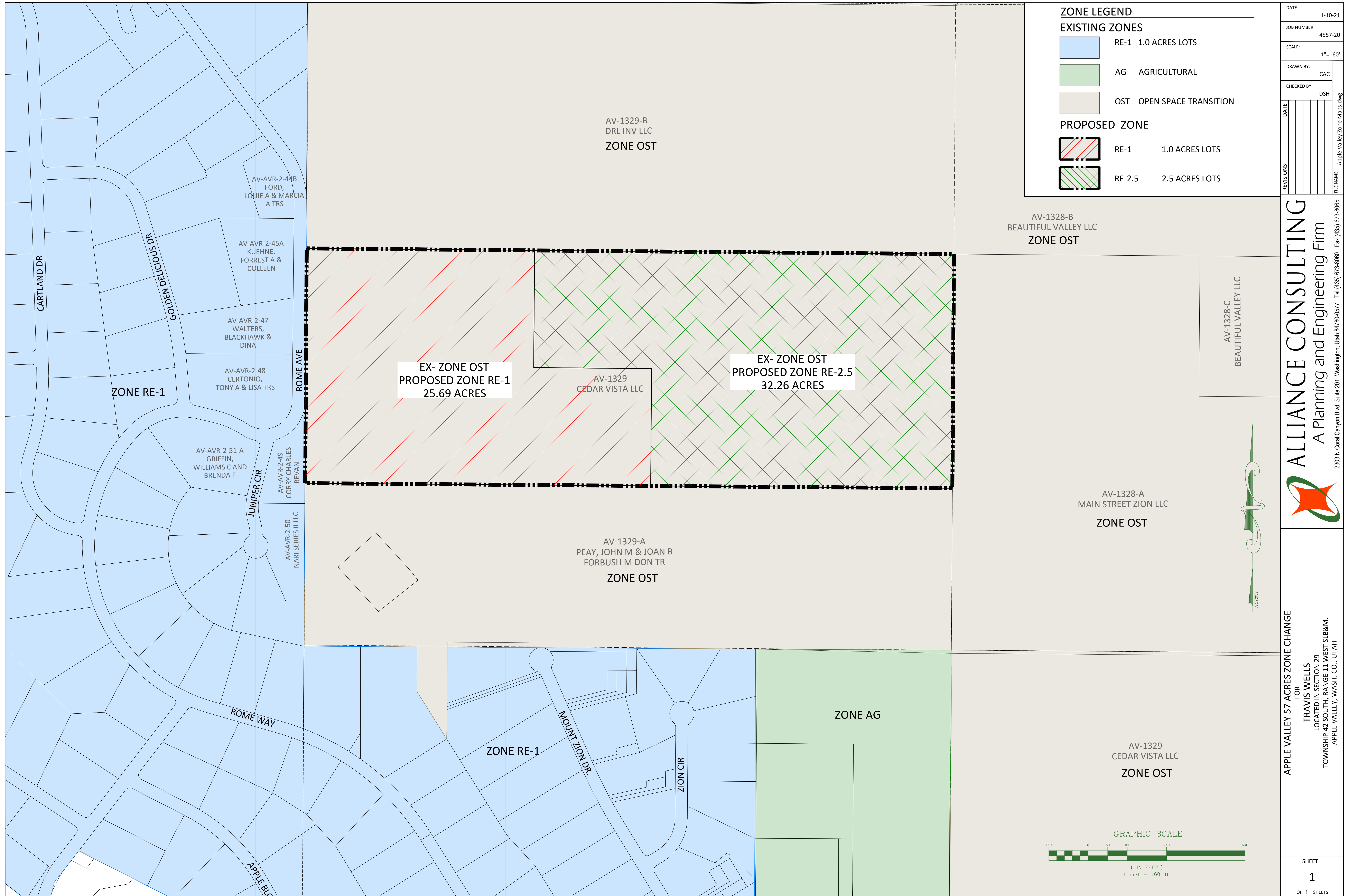
UTAH: 2303 N CORAL CANYON BLVD SUIT 201, WASHINGTON, UT 84780 435-673-8060

NORTH DAKOTA: 621 26TH STREET W. WILLISTON, ND 58801 701-572-8100

**APPLE VALLEY 57 ACRES
PROPOSED LOT LAYOUT**

FOR
TRAVIS WELLS
LOCATED IN SEC 29
T 42 SOUTH, R 11 WEST SLB&M
APPLE VALLEY, WASHINGTON CO., UTAH

Drawn By: cac	Scale: 1"=100'
Client No. 4557	Project No. 4557-20
Drawing Sheet C1	
Sheet 1	of 1
Sheets 1/14	



ZONE LEGEND	
EXISTING ZONES	
	RE-1 1.0 ACRES LOTS
	AG AGRICULTURAL
	OST OPEN SPACE TRANSITION
PROPOSED ZONE	
	RE-1 1.0 ACRES LOTS
	RE-2.5 2.5 ACRES LOTS

DATE:	1-10-21
JOB NUMBER:	4557-20
SCALE:	1"=160'
DRAWN BY:	CAC
CHECKED BY:	DSH
DATE	
REVISIONS	
FILE NAME:	Apple Valley Zone Maps.dwg

ALLIANCE CONSULTING
 A Planning and Engineering Firm
 2303 N Coral Canyon Blvd, Suite 201, Washington, Utah 84780-0577
 Tel: (435) 673-8060 Fax: (435) 673-8065

APPLE VALLEY 57 ACRES ZONE CHANGE
 FOR
 TRAVIS WELLS
 LOCATED IN SECTION 29
 TOWNSHIP 42 SOUTH, RANGE 11 WEST SLB&M,
 APPLE VALLEY, WASH. CO., UTAH

**TOWN OF APPLE VALLEY
ORDINANCE O-2021-001**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF THE NORTHWEST SECTION OF
PARCEL AV-1329**

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification for the northwest section of AV-1329 from Open Space to Rural Estate 1 Acre; and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on the January 6th, 2021. In a meeting on the same day the Planning Commission recommended denial of the zone change request by unanimous vote; and,

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

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

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 20th day of January, 2021, and upon motion duly made and seconded:

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

SECTION I: The zoning classification for the northwest section of AV-1329 (as shown in the map attached) is changed from Open Space (OS) to Rural Estate (RE-1.0).

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 20th day of January 20th, 2021.

Marty Lisonbee, Mayor

ATTEST:

Michelle Kinney, Town Recorder

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

**TOWN OF APPLE VALLEY
ORDINANCE O-2020-28**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF THE NORTHWEST SECTION OF
PARCEL AV-1329**

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification for the northwest section of AV-1329 from Open Space to Rural Estate 1 Acre; and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on the December 9th, 2020. In a meeting on the same day the Planning Commission recommended denial of the zone change request by unanimous vote; and,

WHEREAS, the Town Council has reviewed the Planning Commission’s recommendation and has received pertinent information and determined that concerns of Planning Commission could be mitigated by a development agreement with the land owner; 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 16th day of December, 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

DO NOT USE OUTDATED DRAFT

SECTION I: Section II and III shall be contingent upon the approval of a development agreement being approved by the Town Council and agreed upon by the property owner that includes a transportation and stormwater plan.

SECTION II: The zoning classification for the northwest section of AV-1329 (as shown in the map attached) is changed from Open Space (OS) to Rural Estate (RE-1.0).

SECTION III: 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 16th day of December, 2020.

Marty Lisonbee, Mayor

ATTEST:

Michelle Kinney, Town Recorder

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



Jepson Canyon *Resort*





Jepson Canyon
Resort

1. Village of Many Nations - Native American Cultural Center - *501(c)3*
2. 354 Homesites – 11 Neighborhoods, gated communities with varying price points
3. 1 Million Gallon Water Tank – To be donated to the Town of Apple Valley
4. Public Park – 4 acres – To be donated to the Town of Apple Valley
5. Natural Log Lodge -180 Suites, Spa, Restaurant, and Golf Pro Shop
6. Johnny Miller designed 9-Hole “Short Course”
7. Spa and corporate retreat
8. Over 8 acres of highway commercial establishments
9. SouthWest Renaissance & Science Center – *SouthWest Science Foundation 501(c)3*
10. Aerial Tram - from the Renaissance and Science Center, to the top of the cliff
11. Observatory Complex
12. The "World's Largest Bronze Stagecoach"¹⁸⁷ by Jerry and Ronny Anderson



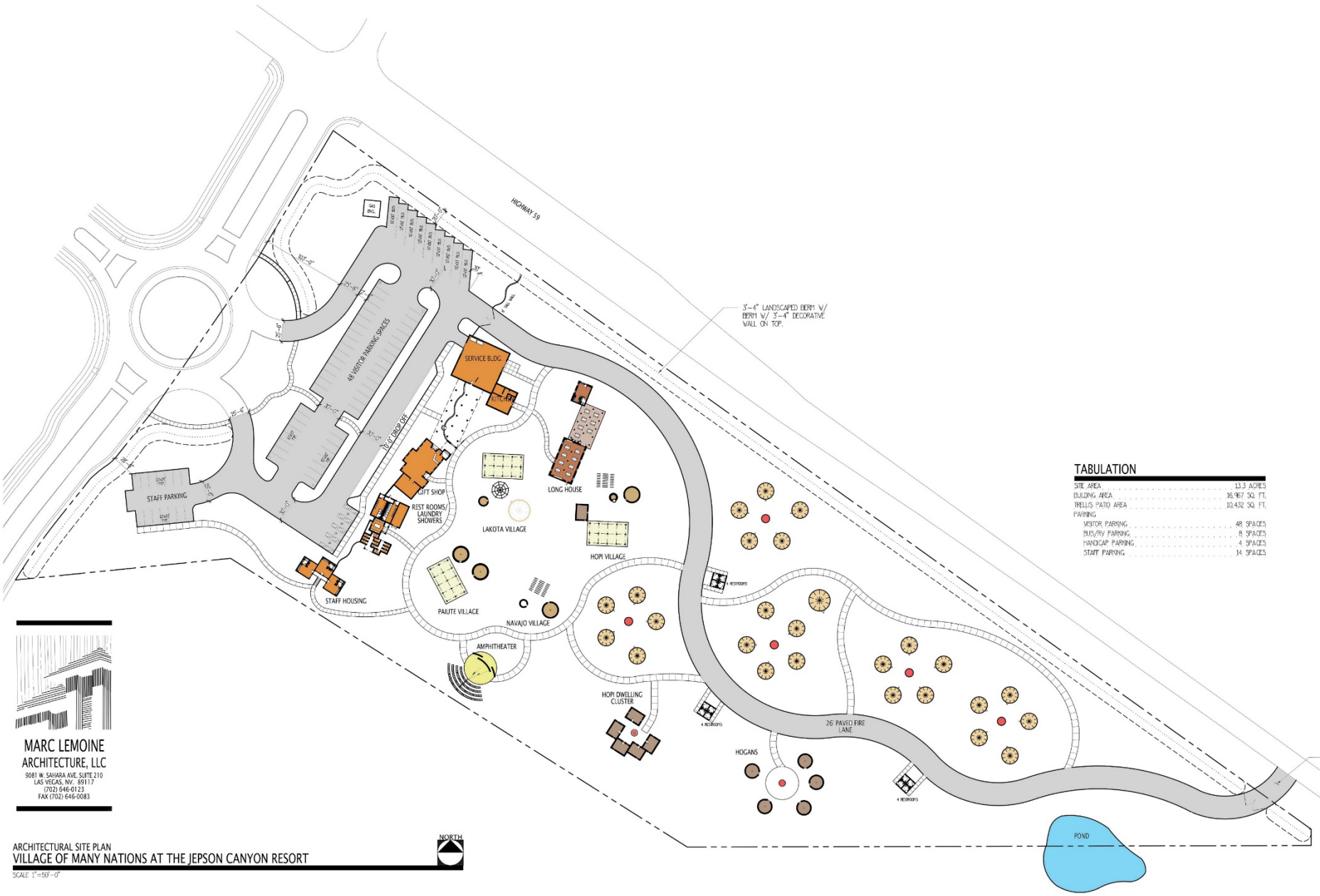
JEPSON CANYON RESORT MASTER PLAN



Village of Many Nations

A Native American Cultural Center





TABULATION

SITE AREA	13.3 ACRES
BUILDING AREA	26,967 SQ. FT.
TRILLIS PATIO AREA	10,432 SQ. FT.
PARKING	
VISITOR PARKING	48 SPACES
BUS/RYV PARKING	8 SPACES
HANDICAP PARKING	4 SPACES
STAFF PARKING	14 SPACES



MARC LEMOINE
ARCHITECTURE, LLC
 9081 W. SAHARA AVE. SUITE 210
 LAS VEGAS, NV 89117
 (702) 546-0123
 FAX (702) 646-0083

ARCHITECTURAL SITE PLAN
 VILLAGE OF MANY NATIONS AT THE JEPSON CANYON RESORT

SCALE 1"=50'-0"





3D Rendering





3D Rendering





3D Rendering





Nomadic Tipi Makers

www.tipi.com



Stained glass effect, inside Raven tipi



Nomadic Tipi Makers





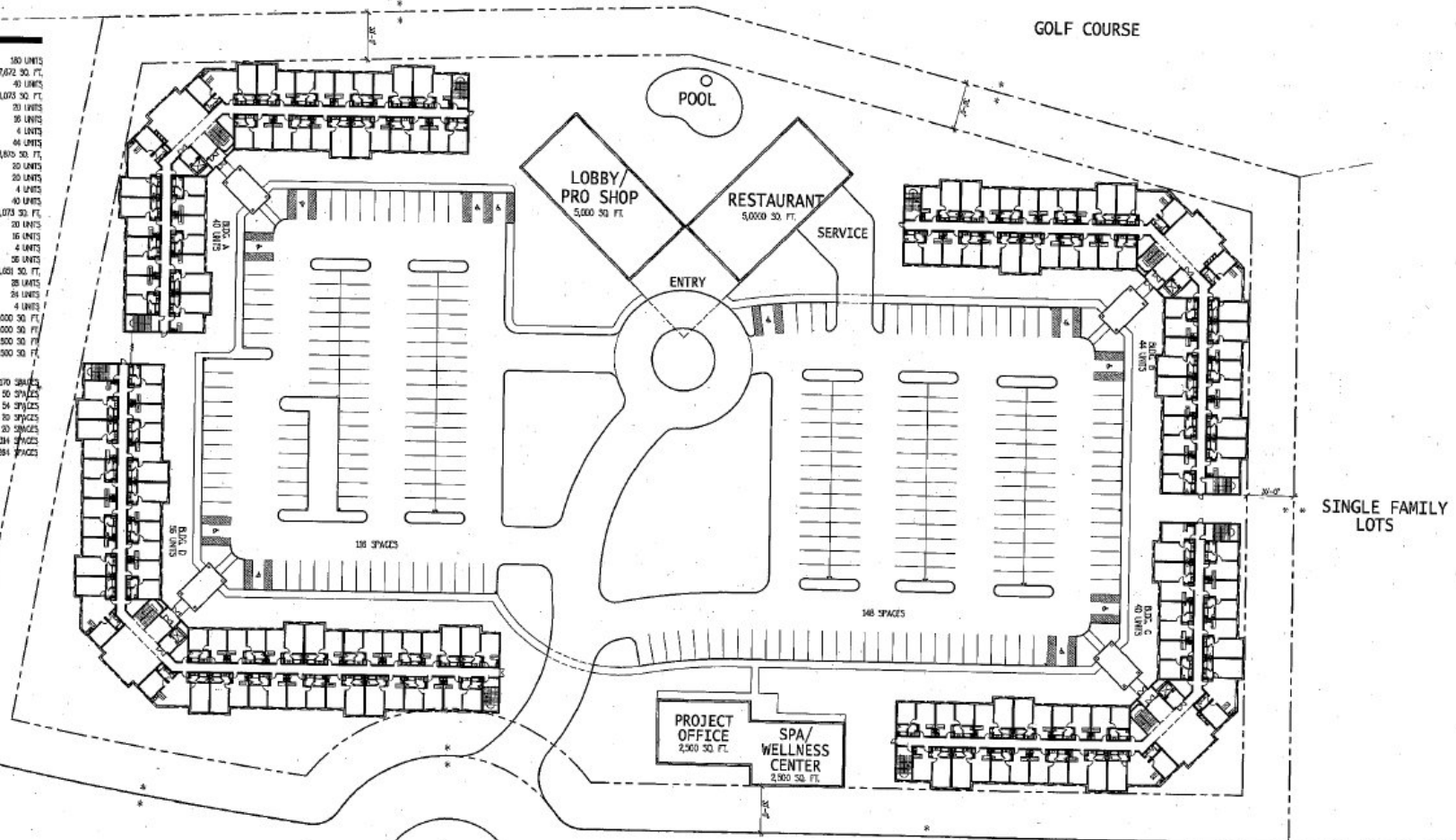
Handcrafted - Natural Log Lodge, Pro Shop, Spa and Restaurant



TABULATIONS

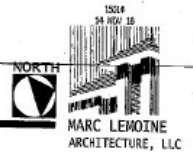
USES:	180 UNITS
LODGE	137,672 SQ. FT.
TOTAL AREA	30 UNITS
BUILDING A AREA	31,073 SQ. FT.
KING UNITS	20 UNITS
DOUBLE QUEEN UNITS	20 UNITS
KING/TWO QUEEN	4 UNITS
BUILDING B AREA	33,870 SQ. FT.
KING UNITS	20 UNITS
DOUBLE QUEEN UNITS	20 UNITS
KING/TWO QUEEN	4 UNITS
BUILDING C AREA	31,073 SQ. FT.
KING UNITS	20 UNITS
DOUBLE QUEEN UNITS	20 UNITS
KING/TWO QUEEN	4 UNITS
BUILDING D AREA	41,051 SQ. FT.
KING UNITS	28 UNITS
DOUBLE QUEEN UNITS	24 UNITS
KING/TWO QUEEN	4 UNITS
RESTAURANT	5,000 SQ. FT.
LOBBY/PRO SHOP	5,000 SQ. FT.
SPA	2,900 SQ. FT.
RETAIL	2,900 SQ. FT.
REQUIRED PARKING:	
LODGE 1 SPACE PER UNIT + 2 HOV	170 SPACES
RESTAURANT 1 SPACE PER 100 SQ. FT.	50 SPACES
GOLF COURSE 3 SPACES PER HOLE (18)	54 SPACES
SPA	20 SPACES
RETAIL 1 SPACE PER 250 SQ. FT.	20 SPACES
TOTAL PARKING REQUIRED	314 SPACES
TOTAL PARKING PROVIDED	284 SPACES

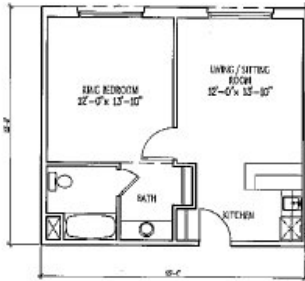
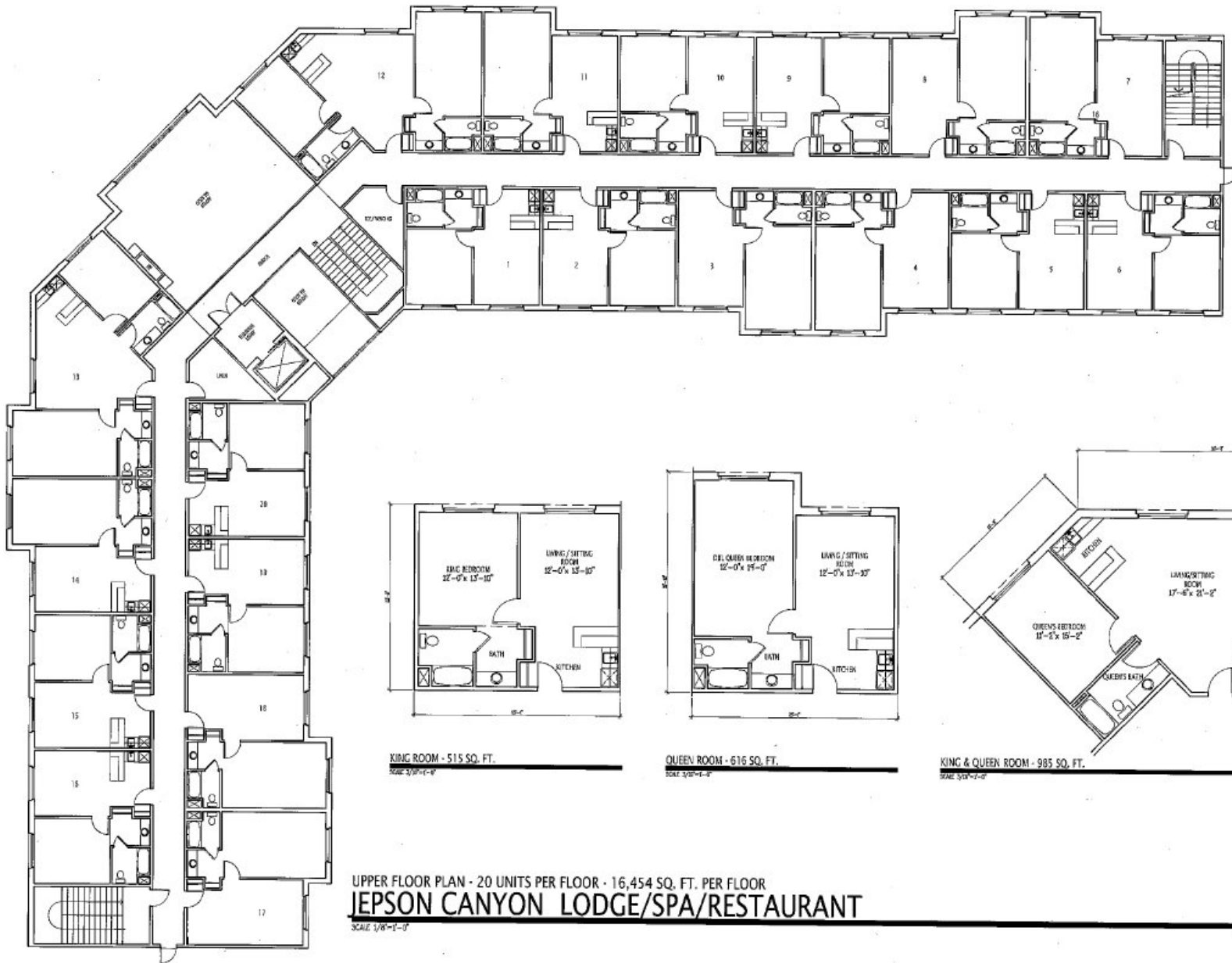
SINGLE FAMILY LOTS



ARCHITECTURAL SITE PLAN - 9.05 ACRES
JEPSON CANYON LODGE/SPA/RESTAURANT

SCALE: 1"=30'-0"

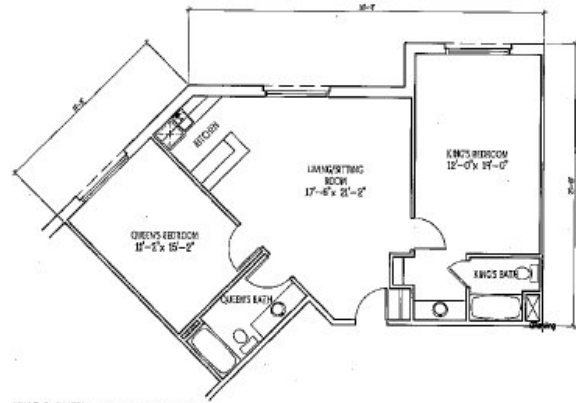




KING ROOM - 515 SQ. FT.
SCALE: 1/8"=1'-0"



QUEEN ROOM - 616 SQ. FT.
SCALE: 1/8"=1'-0"



KING & QUEEN ROOM - 985 SQ. FT.
SCALE: 1/8"=1'-0"

UPPER FLOOR PLAN - 20 UNITS PER FLOOR - 16,454 SQ. FT. PER FLOOR
JEPSON CANYON LODGE/SPA/RESTAURANT
 SCALE: 1/8"=1'-0"





Johnny Miller Design – Entrada at Snow Canyon

"WORLD'S LARGEST BRONZE STAGECOACH" BY JERRY AND RONNY ANDERSON

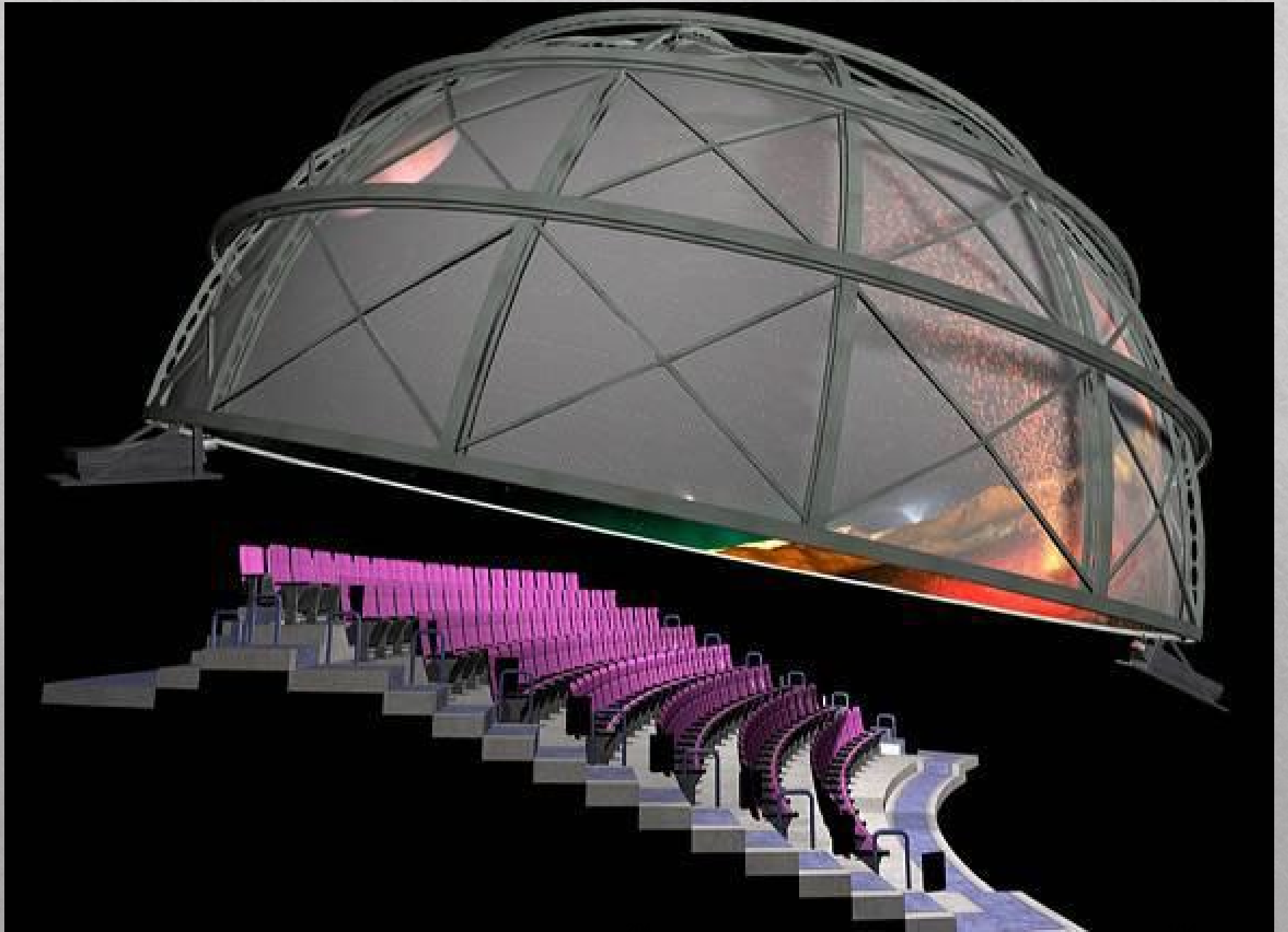




SOUTHWEST RENAISSANCE CENTER

- 80 Foot Dome Planetarium
- Native American Exhibit Hall
- Mineralogy and Geological Exhibit Hall
- Pioneer Exhibit Hall
- Gift Shop
- Aerial Tram
- Observatory







Thank you for taking the time to visit with us today!



An aerial photograph of a landscape featuring a semi-transparent map overlay. The map shows a central area with a grid of roads and green spaces, likely representing a resort or residential development. The surrounding terrain is a mix of brown, tan, and green, with some agricultural fields and a winding road visible. The text is overlaid on the map area.

Jepson Canyon Resort

Request to Create Public Infrastructure Districts

Public Infrastructure District Financing

- A municipality can form an independent public infrastructure district (PID)
- The PID can issue a bond to pay for public infrastructure
- Bond proceeds are used to finance and acquire public infrastructure
- The PID repays the bonds with taxes that are imposed on the district residents



APPLE VALLEY, UTAH

JEPSON CANYON RESORT

COST-BENEFIT ANALYSIS

- \$16M Public Infrastructure Cost
- Recommends the issuance of bonds to pay for the public infrastructure cost
- Bonds would be repaid by a property tax that is paid only by property owners in Jepson Canyon Resort
- The bonds would not be considered debt of the town
- Recommendation of 7.5 mills
- D.A. Davidson Co. recommends up to 9 mills

APPLE VALLEY, UTAH

JEPSON CANYON RESORT

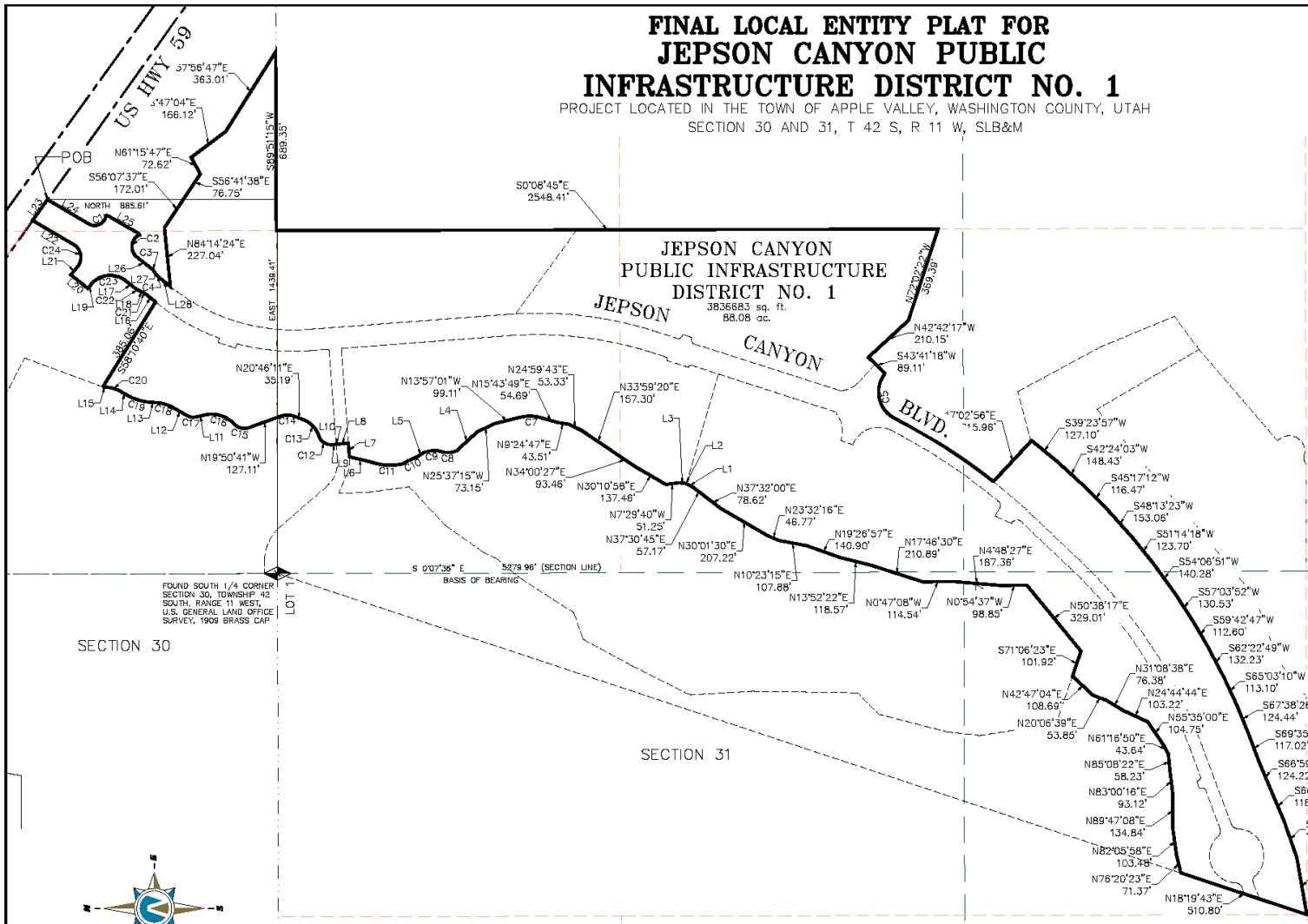
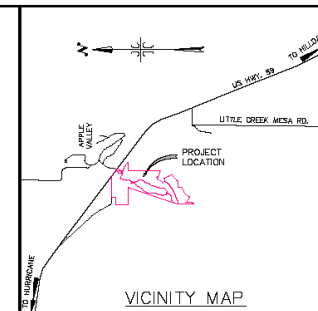
COST-BENEFIT ANALYSIS

Town Benefits from the Jepson Canyon Resort

- \$204M of taxable value added to the town
- \$18.9M in added revenues to the town over the next 30 years
- Net benefit of \$2.7M to the town over the next 30 years

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M



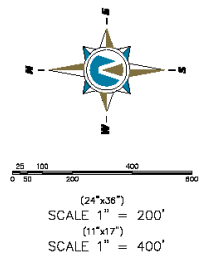
SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 172782 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND HEREON IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17 OF THE UTAH CODE, AND HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND AND DESCRIPTIONS ARE CORRECT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE LOCAL ENTITY TO BE HERINAFTER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HEREOF LEGAL DESCRIPTION.

KENNETH E. BARNEY, P.L.S.

DATE: _____

BOUNDARY DESCRIPTION SEE SHEET 2 OF 2



DATE OF PREPARATION DEC. 08, 2020

TOWN OF APPLE VALLEY APPROVAL
APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____

MAYOR
TOWN OF APPLE VALLEY, UTAH

ATTEST:
RECORDER

COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____

COUNTY SURVEYOR
WASHINGTON COUNTY, UTAH

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

SEE SHEET 1 OF 2

13-14-043-60 JEPSON CANYON RESORT\CAD\Final\Final\JEPSON CANYON INFRASTRUCTURE DISTRICT 1-12-07-20.dwg

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

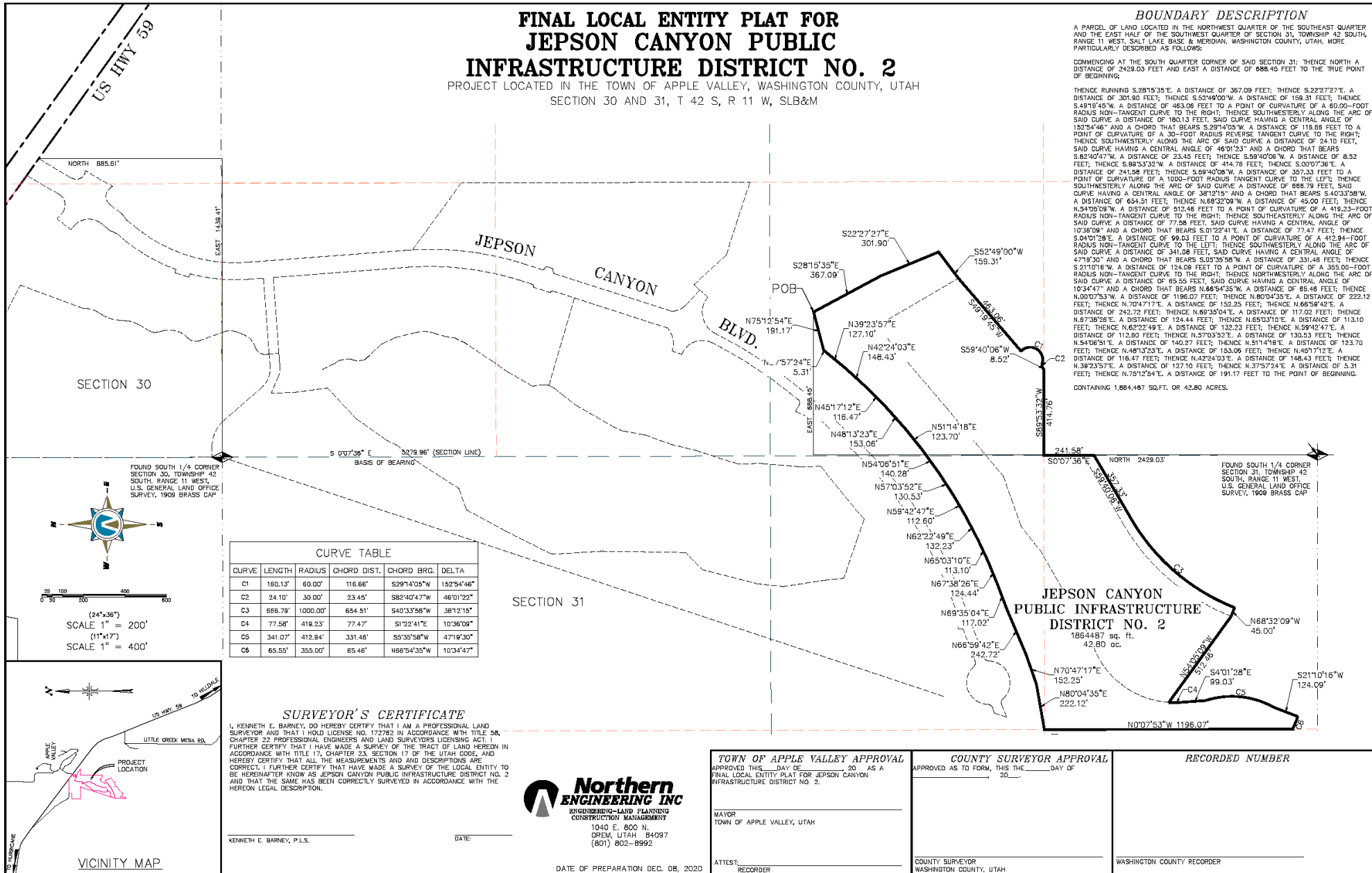
BOUNDARY DESCRIPTION

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

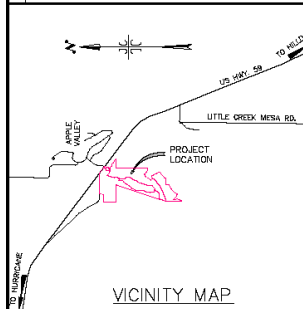
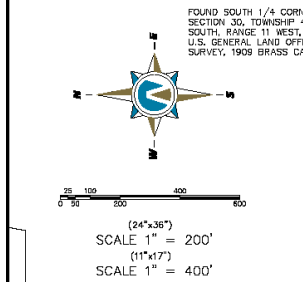
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE NORTH A DISTANCE OF 2429.03 FEET AND EAST A DISTANCE OF 888.45 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.281°5'35"E. A DISTANCE OF 367.09 FEET; THENCE S.22°27'27"E. A DISTANCE OF 301.90 FEET; THENCE S.52°49'00"W. A DISTANCE OF 158.31 FEET; THENCE S.48°15'45"W. A DISTANCE OF 483.08 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 160.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 192°54'44" AND A CHORD THAT BEARS S.281°40'S"W. A DISTANCE OF 118.88 FEET TO A POINT OF CURVATURE OF A 30-FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 48°01'23" AND A CHORD THAT BEARS S.82°40'47"W. A DISTANCE OF 23.45 FEET; THENCE S.59°40'06"W. A DISTANCE OF 8.52 FEET; THENCE S.88°53'32"W. A DISTANCE OF 414.76 FEET; THENCE S.00°07'38"E. A DISTANCE OF 241.98 FEET; THENCE S.89°40'08"W. A DISTANCE OF 357.33 FEET TO A POINT OF CURVATURE OF A 1000-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 888.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 381°21'51" AND A CHORD THAT BEARS S.403°58'59"W. A DISTANCE OF 654.51 FEET; THENCE N.68°32'09"W. A DISTANCE OF 45.00 FEET; THENCE N.54°09'09"W. A DISTANCE OF 512.48 FEET TO A POINT OF CURVATURE OF A 419.23-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°38'09" AND A CHORD THAT BEARS S.01°22'41"E. A DISTANCE OF 77.47 FEET; THENCE S.04°01'28"E. A DISTANCE OF 98.03 FEET TO A POINT OF CURVATURE OF A 412.94-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 341.08 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 47°18'30" AND A CHORD THAT BEARS S.02°39'58"W. A DISTANCE OF 331.48 FEET; THENCE S.21°10'16"W. A DISTANCE OF 124.08 FEET TO A POINT OF CURVATURE OF A 355.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 85.55 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°34'47" AND A CHORD THAT BEARS N.88°54'35"W. A DISTANCE OF 85.48 FEET; THENCE N.00°07'53"W. A DISTANCE OF 1196.07 FEET; THENCE N.80°44'35"E. A DISTANCE OF 222.12 FEET; THENCE N.70°47'17"E. A DISTANCE OF 152.25 FEET; THENCE N.88°48'42"E. A DISTANCE OF 242.72 FEET; THENCE N.89°35'04"E. A DISTANCE OF 117.02 FEET; THENCE N.87°38'28"E. A DISTANCE OF 124.44 FEET; THENCE N.65°03'10"E. A DISTANCE OF 113.10 FEET; THENCE N.62°22'49"E. A DISTANCE OF 132.23 FEET; THENCE N.59°42'47"E. A DISTANCE OF 112.60 FEET; THENCE N.57°03'52"E. A DISTANCE OF 130.53 FEET; THENCE N.54°08'51"E. A DISTANCE OF 140.28 FEET; THENCE N.57°03'52"E. A DISTANCE OF 130.53 FEET; THENCE N.58°42'47"E. A DISTANCE OF 112.60 FEET; THENCE N.62°22'49"E. A DISTANCE OF 132.23 FEET; THENCE N.65°03'10"E. A DISTANCE OF 113.10 FEET; THENCE N.67°38'28"E. A DISTANCE OF 124.44 FEET; THENCE N.69°35'04"E. A DISTANCE OF 117.02 FEET; THENCE N.66°59'42"E. A DISTANCE OF 242.72 FEET; THENCE N.66°59'42"E. A DISTANCE OF 242.72 FEET; THENCE N.70°47'17"E. A DISTANCE OF 152.25 FEET; THENCE N.80°44'35"E. A DISTANCE OF 222.12 FEET; THENCE N.75°12'54"E. A DISTANCE OF 191.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,884,487 SQ. FT. OR 42.80 ACRES.



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	160.13'	60.00'	116.66'	S291°05'7"	152°54'46"
C2	24.10'	30.00'	23.45'	S82°40'47"	46°01'22"
C3	868.79'	1000.00'	654.51'	S40°33'58"	381°21'15"
C4	77.98'	419.23'	77.47'	S1°22'41"E	10°38'09"
C5	341.07'	412.94'	331.46'	S5°39'58"	471°0'30"
C6	65.55'	355.00'	85.48'	N68°54'35"W	10°34'47"



SURVEYOR'S CERTIFICATE
I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 172782 IN ACCORDANCE WITH TITLE 26, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND HEREON IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17 OF THE UTAH CODE, AND HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE LOCAL ENTITY TO BE HERINAFTER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HERON LEGAL DESCRIPTION.

KENNETH E. BARNEY, P.L.S. _____ DATE: _____



DATE OF PREPARATION DEC. 08, 2020

TOWN OF APPLE VALLEY APPROVAL
APPROVED THIS _____ DAY OF _____ 20 AS A FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON INFRASTRUCTURE DISTRICT NO. 2.
MAYOR
TOWN OF APPLE VALLEY, UTAH
ATTEST: _____
RECORDER

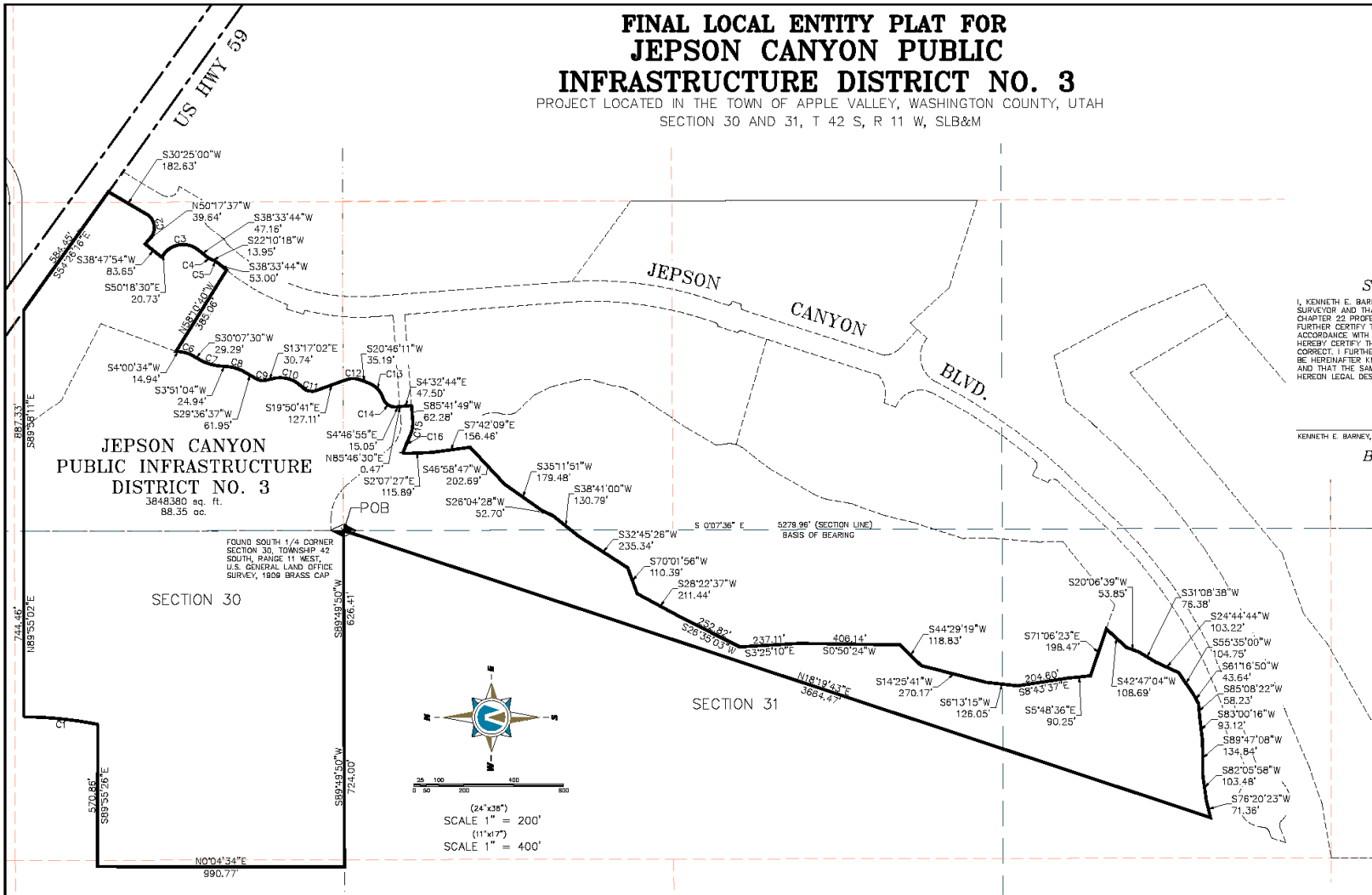
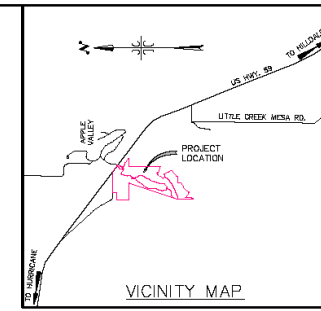
COUNTY SURVEYOR APPROVAL
APPROVED AS TO FORM, THIS THE _____ DAY OF _____ 20.
COUNTY SURVEYOR
WASHINGTON COUNTY, UTAH

RECORDED NUMBER
WASHINGTON COUNTY RECORDER

K:\3-14-24-00 JEPSON CANYON RESORT\CAD\Final\Final Plat_JEPSON CANYON INFRASTRUCTURE DISTRICT 2-12-07-20.dwg

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

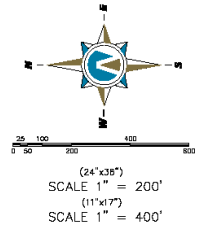


SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 172282 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND HEREON IN ACCORDANCE WITH TITLE 17, CHAPTER 93, SECTION 17 OF THE UTAH CODE, AND HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE LOCAL ENTITY TO BE HEREINAFTER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

KENNETH E. BARNEY, P.L.S. DATE: _____

BOUNDARY DESCRIPTION
SEE SHEET 2 OF 2



SEE SHEET 1 OF 2

<p>TOWN OF APPLE VALLEY APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____, 20____ AS A FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON INFRASTRUCTURE DISTRICT NO. 3.</p> <p>MAJOR: _____ TOWN OF APPLE VALLEY, UTAH</p> <p>ATTEST: _____ RECORDER</p>	<p>COUNTY SURVEYOR APPROVAL</p> <p>APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____.</p> <p>COUNTY SURVEYOR: _____ WASHINGTON COUNTY, UTAH</p>	<p>RECORDED NUMBER</p> <p>WASHINGTON COUNTY RECORDER</p>
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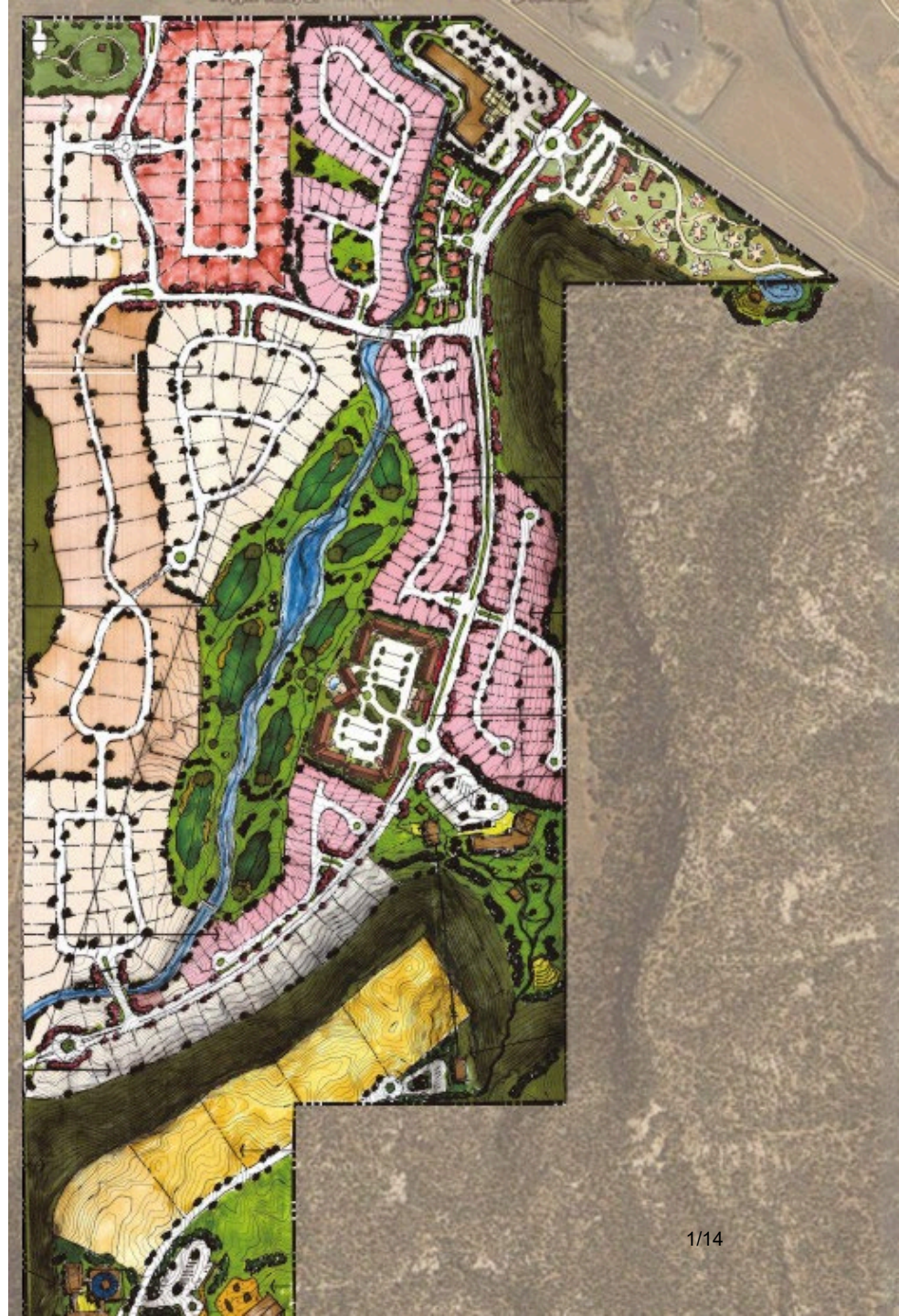


DATE OF PREPARATION DEC. 08, 2020

\\s3-14-043-00_JEPSON CANYON RESORT\CAD\Final\Plat\JEPSON CANYON INFRASTRUCTURE DISTRICT 3-12-07-20.dwg

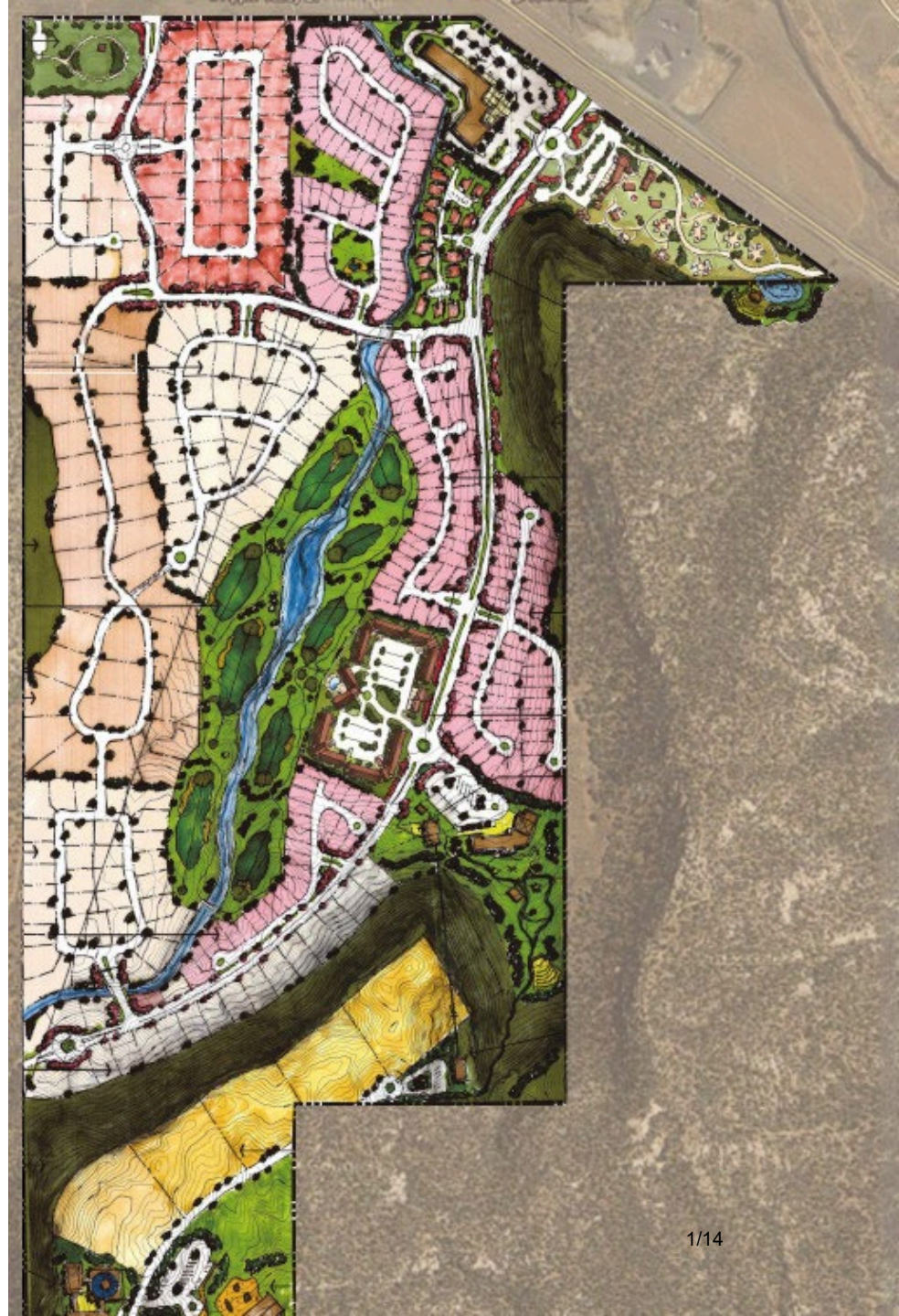
District No. 1 Infrastructure

- 255 acre feet of water - \$1M
- Temporary 300,000 gallon water tank
- Road and utilities – Highway 59 to Lodge Round-a-bout
- Road and Utilities – Lodge Round-a-Bout to SW Round-a-Bout
- Package Sewer Treatment Plant or public sewer
- Round-a-Bout Beautification
- Public Infrastructure Land Value at \$30,000/acre X 11.35 acres
- **Total: \$9M**



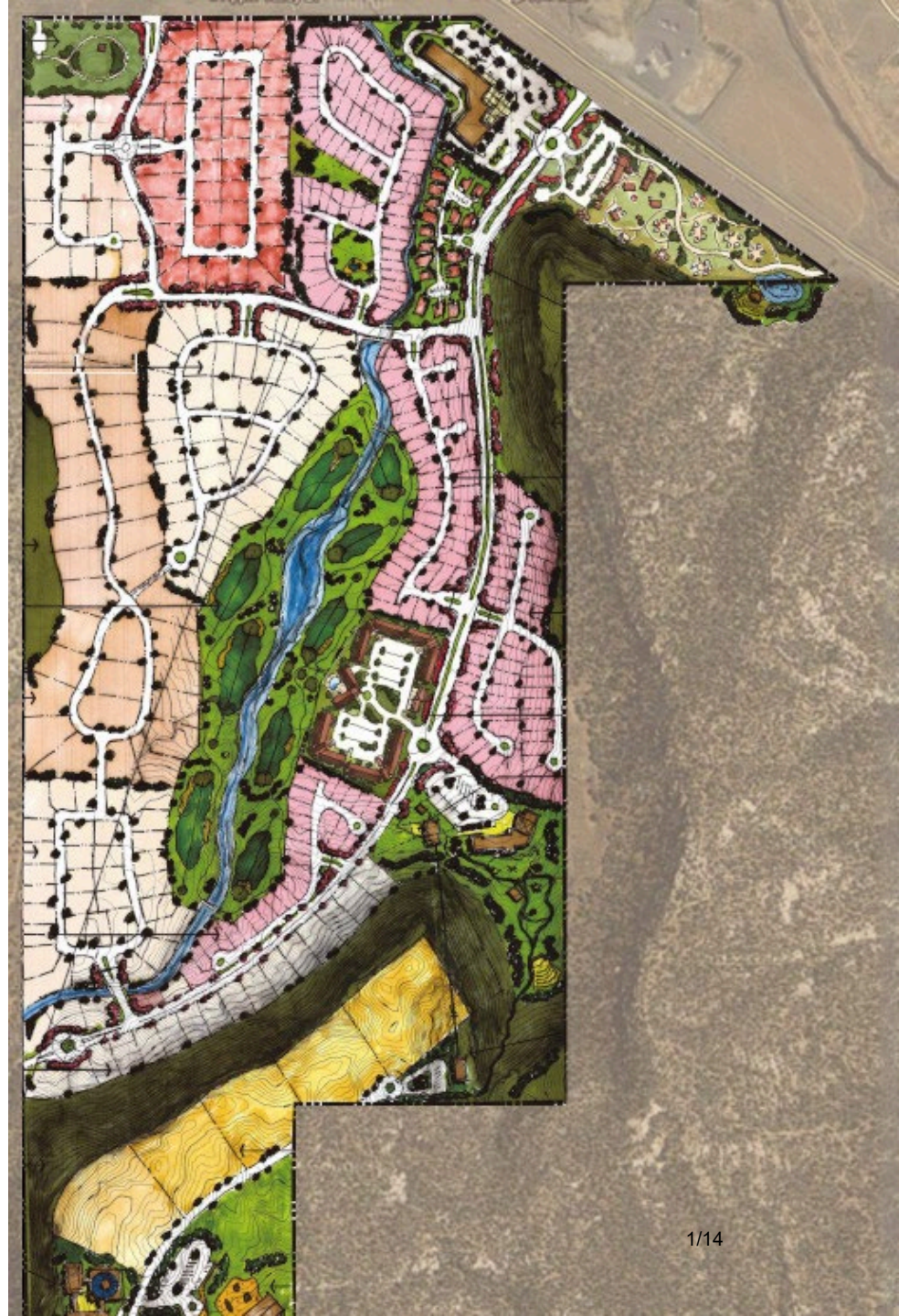
District No. 2 Infrastructure

- 10 acre feet of water
- 1,000,000-Gallon Water Tank
- 26-foot road and utilities
- Hilltop Road
- Package Sewer Plant or Public Sewer
- Public Infrastructure Land Value \$30,000/acre
- **Total: \$3.5M**



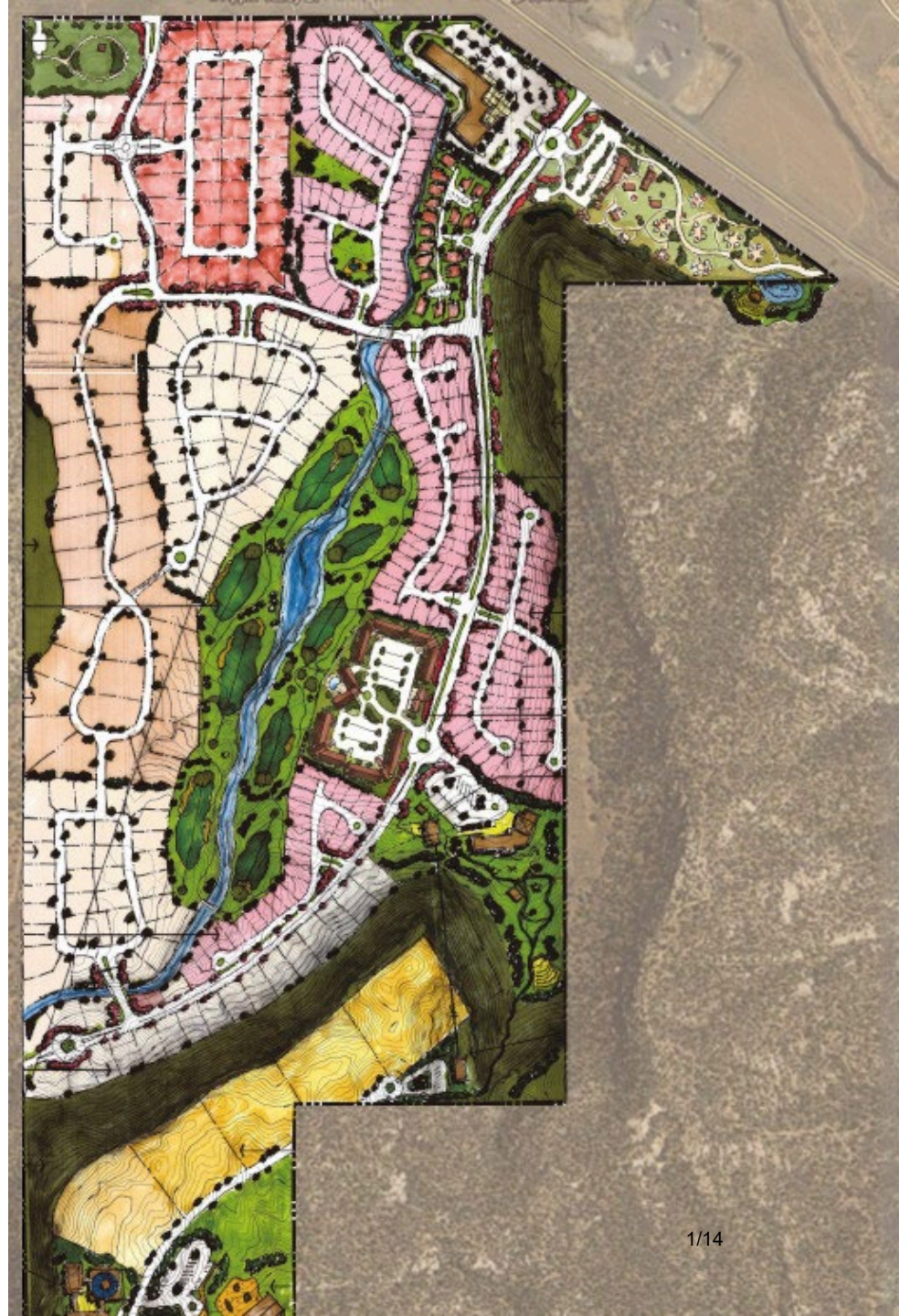
District No. 3 Infrastructure

- 135 acre feet of water
- Road and utilities – New Apple Drive
- Package Sewer Treatment Plant or Public Sewer
- 4.0 acre town park
- Public Infrastructure Land at \$30,000/acre
- **Total: \$3.05M**



Request Summary

- Three Public Infrastructure Districts
- Tax limitation of .009 per dollar of taxable value
- Target property tax of up to .009 per dollar of taxable value
- Estimated net proceeds of bonds: \$15,587,880
- Total Public Infrastructure Cost (est.): \$15,226,090
- All public improvements dedicated to the town



Apple Valley, Utah

January 20, 2021

The Town Council (the “Council”) of Town of Apple Valley, Utah (the “Town”), met in regular session (including by electronic means) on Wednesday, January 20, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

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

Also present:

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

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

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

RESOLUTION _____

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

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

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

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

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

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

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

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

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

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

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

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

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

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

6. The District Board are hereby appointed as follows:

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

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

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

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

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

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley,
Utah, on January 20, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

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

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Town Council (the “the Council”), had and taken at a lawful meeting of the Council on January 20, 2021, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town, this January 20, 2021.

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on January 20, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 20, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the Jepson Canyon Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on January 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

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

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

DATED this ____ day of _____, 2021.

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

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

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

NOTARY PUBLIC

EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

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

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I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the District.

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

Board: means the board of trustees of the District.

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

Town: means the Town of Apple Valley, Utah.

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

Town Council: means the Apple Valley Town Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Improvements: means a part or all of the real property and improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board. Public Improvements include, but are not limited to, water rights, a water tank, package sewer treatment plant or sewer system, roads, utilities, sidewalks, roundabouts, and other public infrastructure serving the District.

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

III. BOUNDARIES

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

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 88.08 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing

Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The number of full-time residents of the District at build-out is estimated to be approximately 170 people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

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

1. Operations and Maintenance Limitation

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

2. Construction Standards Limitation

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

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

4. Annexation and Withdrawal.

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

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

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

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

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

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

5. Total Debt Issuance Limitation

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

6. Bankruptcy Limitation

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

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

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

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

7. Governing Document Amendment Requirement

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

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

B. Preliminary Engineering Survey.

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

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

VI. THE BOARD OF TRUSTEES

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

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

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

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

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

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

VII. REGIONAL IMPROVEMENTS

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

VIII. FINANCIAL PLAN

A. General.

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

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Property Tax Levy.

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

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

D. Maximum Property Tax Levy Imposition Term.

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

E. Debt Repayment Sources.

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

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

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

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

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

IX. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

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

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

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

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

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

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

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

12. Audit of the District's financial statements, for the year ending December 31 of the previous year, if required under Utah Code 51-2a-201, as amended;

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

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

X. DISSOLUTION

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

XI. DISCLOSURE TO PURCHASERS

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

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in

the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A

Legal Description

EXHIBIT B-1: INITIAL DISTRICT BOUNDARY MAP

EXHIBIT B-2: ANNEXATION AREA BOUNDARY MAP

Entire Area of Jepson Canyon Public Infrastructure District Nos. 2 and 3:

EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

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

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

RECITALS

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

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Maximum Property Tax Levy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

Apple Valley, Utah

January 20, 2021

The Town Council (the "Council") of Town of Apple Valley, Utah (the "Town"), met in regular session (including by electronic means) on Wednesday, January 20, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

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

Also present:

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

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

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

RESOLUTION _____

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

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

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

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

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

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

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

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

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

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

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

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

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

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

6. The District Board are hereby appointed as follows:

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

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

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

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

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

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, on January 20, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on January 20, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 20, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on January 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

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

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

DATED this ____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for
JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 2,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

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

NOTARY PUBLIC

EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

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

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

I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the District.

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

Board: means the board of trustees of the District.

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

Town: means the Town of Apple Valley, Utah.

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

Town Council: means the Apple Valley Town Council.

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

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

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

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

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

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

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

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

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

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

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

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

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

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

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

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of

bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

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

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

Public Improvements: means a part or all of the real property and improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board. Public Improvements include, but are not limited to, water rights, a water tank, roads, utilities, package sewer plant or sewer system, and other public infrastructure serving the District.

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

III. BOUNDARIES

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

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

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

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

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

1. Operations and Maintenance Limitation

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

2. Construction Standards Limitation

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

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

4. Annexation and Withdrawal.

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

describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

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

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

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

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

5. Total Debt Issuance Limitation

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

6. Bankruptcy Limitation

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

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

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

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

7. Governing Document Amendment Requirement

.

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

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

B. Preliminary Engineering Survey.

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

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

VI. THE BOARD OF TRUSTEES

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

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

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

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

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

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

VII. REGIONAL IMPROVEMENTS

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

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Property Tax Levy.

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

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

D. Maximum Property Tax Levy Imposition Term.

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

E. Debt Repayment Sources.

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

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

F. Debt Instrument Disclosure Requirement.

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

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

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any

document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

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

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

IX. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

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

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

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

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

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

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

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

X. DISSOLUTION

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

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of receipt of a certificate of incorporation from the Lieutenant Governor's Office, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may

convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A

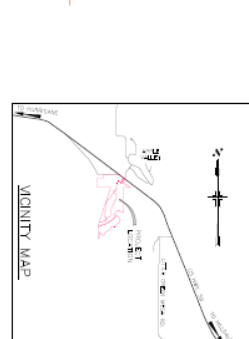
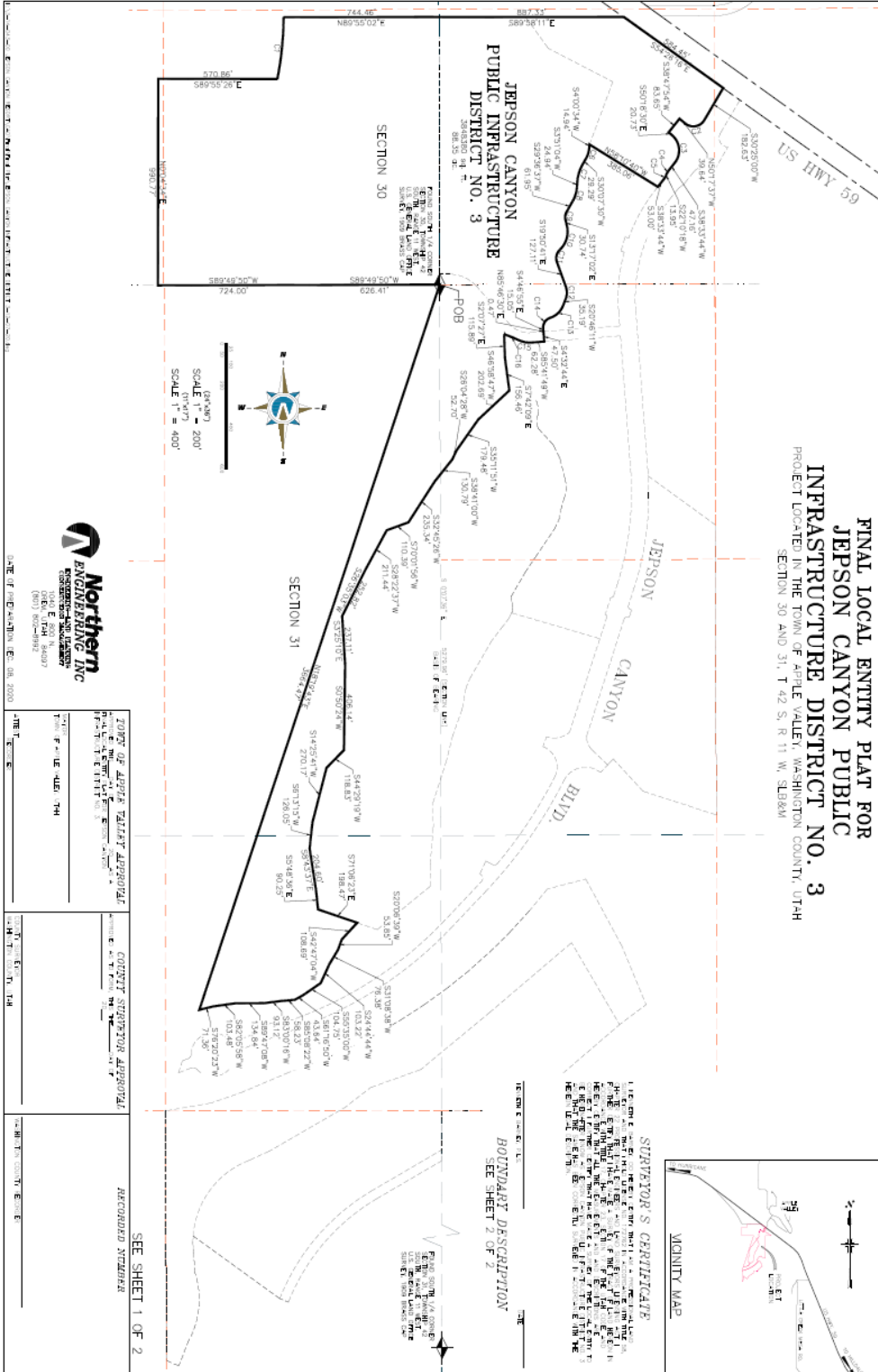
Legal Description

EXHIBIT B-1: INITIAL DISTRICT BOUNDARY MAP

EXHIBIT B-2: ANNEXATION AREA BOUNDARY MAP

Includes the area within Jepson Canyon Public Infrastructure District Nos. 1 and 3:

**FINAL LOCAL ENTITY PLAT FOR
JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**
PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, OHA
SECTION 30 AND 31, T 42 S, R 11 W, S18&W



STIPULATOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am the duly authorized representative of the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3, and that the foregoing plat was prepared by me or under my direct supervision and to the best of my knowledge and belief it is true and correct.

Witness my hand and seal of office this 1st day of April, 2018.

 JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

BOUNDARY DESCRIPTION

SEE SHEET 2 OF 2

Northern ENGINEERING INC.
 REGISTERED PROFESSIONAL ENGINEER
 OREGON LICENSE NO. 12493
 (503) 802-8982

DATE OF PREPARATION: OCT. 08, 2000

TOWN OF APPLE VALLEY APPROVAL

PLAT NO. _____

DATE OF APPROVAL _____

 TOWN CLERK

COUNTY SUPERVISOR APPROVAL

PLAT NO. _____

DATE OF APPROVAL _____

 COUNTY SUPERVISOR

RECORDED NUMBER

SEE SHEET 1 OF 2

EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

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

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Maximum Property Tax Levy.

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

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

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

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

To the District: JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 2
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

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

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written

notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

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

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

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

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

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

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

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

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

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

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

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

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

Apple Valley, Utah

January 20, 2021

The Town Council (the “Council”) of Town of Apple Valley, Utah (the “Town”), met in regular session (including by electronic means) on Wednesday, January 20, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

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

Also present:

Michelle Kinney	Town Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

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

RESOLUTION _____

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF APPLE VALLEY, UTAH (THE “TOWN”), PROVIDING FOR THE CREATION OF JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the Town requesting adoption by resolution the approval of the creation of three separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17B, Chapter 2a, Part 12, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the Town and approve an annexation area of approximately 130.88 acres (the “Annexation Area”) which the district may annex into without further approval of the Town or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

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

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

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

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

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

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

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

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

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

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

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

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

6. The District Board are hereby appointed as follows:

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

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

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

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

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

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley,
Utah, on January 20, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on January 20, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 20, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on January 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

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

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

DATED this ____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for
JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 3,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

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

NOTARY PUBLIC

EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

**GOVERNING DOCUMENT
FOR
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3
TOWN OF APPLE VALLEY, UTAH**

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

I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the District.

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

Board: means the board of trustees of the District.

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

Town: means the Town of Apple Valley, Utah.

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

Town Council: means the Apple Valley Town Council.

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

District: means the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3.

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

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

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

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

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

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

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

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

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

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

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

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

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

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of

bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

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

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

Public Improvements: means a part or all of the real property and improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board. Public Improvements include, but are not limited to, water rights, a park, package sewer plant or sewer system, roads, utilities, and other public infrastructure serving the District.

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 88.35 acres, and the total area proposed to be included in the Annexation Area Boundaries is approximately 130.88 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit B-1**, and a map of the Annexation Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Article V below. The District has prior consent from the Town to annex or withdraw any property within the Annexation Area Boundaries, without seeking further approval from the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 88.35 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The full-time resident population of the District at build-out is estimated to be approximately 180 people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

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

1. Operations and Maintenance Limitation

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

2. Construction Standards Limitation

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

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

4. Annexation and Withdrawal.

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

describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

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

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

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

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

5. Total Debt Issuance Limitation

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

6. Bankruptcy Limitation

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

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

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

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

7. Governing Document Amendment Requirement

.

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

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

B. Preliminary Engineering Survey.

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

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

VI. THE BOARD OF TRUSTEES

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

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

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

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

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

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

VII. REGIONAL IMPROVEMENTS

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

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this

Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Property Tax Levy.

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

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

D. Maximum Property Tax Levy Imposition Term.

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

E. Debt Repayment Sources.

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

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

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

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

IX. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;
12. Audit of the District's financial statements, for the year ending December 31 of the previous year, if required under Utah Code Section 51-2a-201, as amended;
13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

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

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of receipt of a certificate of incorporation from the Lieutenant Governor's Office, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may

convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A

Legal Description

EXHIBIT B-1: INITIAL DISTRICT BOUNDARY MAP

EXHIBIT B-2: ANNEXATION AREA BOUNDARY MAP

Includes the area within Jepson Canyon Public Infrastructure District Nos. 1 and 2:

EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

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

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Maximum Property Tax Levy.

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

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

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

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

To the District: JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 3
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

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

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written

notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

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

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

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

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

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

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

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

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

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

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

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

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

Town of Apple Valley
Invoice Register - 12/1/2020 to 12/31/2020 - All Invoices

1/14/2021

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
1232020	A Fresh Curb Appeal Inc.	4684	12/3/2020	12/3/2020	\$200.00			
					200.00	103431	Zoning and subdivision fees	Refund for Lot line Adjustment A
01122021	Arizona Strip Landfill Corporation		12/20/2020	1/12/2021	\$80.00			
					80.00	104420.460	Solid Waste Service	Dumpster service
10763	Arizona Strip Landfill Corporation	4685	12/3/2020	12/3/2020	\$80.00			
					80.00	104420.460	Solid Waste Service	Dumpster service
	Vendor Total:				\$160.00			
42020	AT&T	4694	12/28/2020	12/28/2020	\$184.18			
					184.18	104141.280	Admin Telephone and Internet	ATT Phone
12282020	Barlow, John	4710	12/28/2020	12/28/2020	\$9.10			
					9.10	104141.220	Admin Public notices	Reimbursement for PID Notice
032362	Blackburn Propane	4695	12/14/2020	12/14/2020	\$452.27			
					452.27	104141.270	Admin Utilities	Town Propain
1232020	Ford , Louie	4687	12/3/2020	12/3/2020	\$200.00			
					200.00	103431	Zoning and subdivision fees	Refund for Lot Line Adjustment
PR101720-144	Internal Revenue Service		12/2/2020	12/2/2020	\$34.44			
					27.90	102221	Accrued SS, MC & FWT payabl	Social Security Tax
					6.54	102221	Accrued SS, MC & FWT payabl	Medicare Tax
PR112820-144	Internal Revenue Service		12/2/2020	12/2/2020	\$1,027.78			
					637.50	102221	Accrued SS, MC & FWT payabl	Social Security Tax
					149.12	102221	Accrued SS, MC & FWT payabl	Medicare Tax
					241.16	102221	Accrued SS, MC & FWT payabl	Federal Income Tax
PR121220-144	Internal Revenue Service		12/16/2020	12/16/2020	\$914.11			
					560.30	102221	Accrued SS, MC & FWT payabl	Social Security Tax
					131.04	102221	Accrued SS, MC & FWT payabl	Medicare Tax
					222.77	102221	Accrued SS, MC & FWT payabl	Federal Income Tax
PR122620-144	Internal Revenue Service		12/30/2020	12/30/2020	\$997.10			
					595.28	102221	Accrued SS, MC & FWT payabl	Social Security Tax
					139.24	102221	Accrued SS, MC & FWT payabl	Medicare Tax
					262.58	102221	Accrued SS, MC & FWT payabl	Federal Income Tax
	Vendor Total:				\$2,973.43			
1026405	Little Creek Station	4699	12/28/2020	12/28/2020	\$100.00			
					100.00	104415.560	Public Works Equipment fuel	Equipment Fuel
122820202	MegaPro	4700	12/28/2020	12/28/2020	\$528.50			
					528.50	104220.465	Fire Gear	Shirts/Hat
00352582	Municode	4701	12/14/2020	12/14/2020	\$1,500.00			
					1,500.00	104141.270	Admin Utilities	Town Website
210101	Pelorus Methods, Inc.	4702	12/28/2020	12/28/2020	\$600.00			
					600.00	104141.340	Admin Accounting	Accounting Software
12032020	ProValue Engineering	4689	12/3/2020	12/3/2020	\$200.00			
					200.00	103431	Zoning and subdivision fees	Refund on Lot Line adjustment A
44	RDB Law, PC	4690	12/3/2020	12/3/2020	\$560.00			
					560.00	104141.330	Admin Legal Wages and Contra	Nov 2020 Prosecutor Fees
45	RDB Law, PC	4703	12/28/2020	12/28/2020	\$200.00			
					200.00	104141.330	Admin Legal Wages and Contra	Prosecutor Fees Dec
	Vendor Total:				\$760.00			
7892	Republic Services	4704	12/28/2020	12/28/2020	\$95.81			
					95.81	104141.270	Admin Utilities	Portable Restroom and Service

Town of Apple Valley
Invoice Register - 12/1/2020 to 12/31/2020 - All Invoices

1/14/2021

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
586749	Revco Leasing	4705	12/28/2020	12/28/2020	\$151.20			
					151.20	104141.270	Admin Utilities	Printer Lease
587409	Revco Leasing	4705	12/8/2020	12/8/2020	\$230.69			
					230.69	104141.250	Admin Equipment maintenance	Lease Payment
	Vendor Total:				\$381.89			
6516266-00	Scholzen Products	4706	12/28/2020	12/28/2020	\$2,858.90			
					2,858.90	104410.550	Road Equipment Maintenance	Main Street Supplies
11473	SunRoc	4707	12/10/2020	12/10/2020	\$1,500.00			
					1,500.00	104415.110	Public Works Wages and Contra	Paving Near Cattle Guards
203-649645	Tink's Superior Auto Parts	4692	12/3/2020	12/3/2020	\$125.58			
					125.58	104220.250	Fire Equipment maintenance & r	Rescue
PR112820-326	Utah State Tax Commission		12/2/2020	12/2/2020	\$177.88			
					177.88	102222	Accrued SWT payable	State Income Tax
PR121220-326	Utah State Tax Commission		12/16/2020	12/16/2020	\$162.78			
					162.78	102222	Accrued SWT payable	State Income Tax
PR122620-326	Utah State Tax Commission		12/30/2020	12/30/2020	\$185.09			
					185.09	102222	Accrued SWT payable	State Income Tax
	Vendor Total:				\$525.75			
12282020	Utah Taxpayer's Association	4708	12/28/2020	12/28/2020	\$97.50			
					97.50	104141.210	Admin Dues, subs & membershi	Annual Subscription
98362	Washington County Solid Waste	4709	12/28/2020	12/28/2020	\$3,679.50			
					3,679.50	104420.460	Solid Waste Service	Portable Restroom and Service
	Total:				\$17,132.41			
					2,973.43	102221	GL Account Summary	
					525.75	102222	Accrued SS, MC & FWT payabl	
					600.00	103431	Accrued SWT payable	
					97.50	104141.210	Zoning and subdivision fees	
					9.10	104141.220	Admin Dues, subs & membershi	
					230.69	104141.250	Admin Public notices	
					2,199.28	104141.270	Admin Equipment maintenance	
					184.18	104141.280	Admin Utilities	
					760.00	104141.330	Admin Telephone and Internet	
					600.00	104141.340	Admin Legal Wages and Contra	
					125.58	104220.250	Admin Accounting	
					528.50	104220.465	Fire Equipment maintenance & r	
					2,858.90	104410.550	Fire Gear	
					1,500.00	104415.110	Road Equipment Maintenance	
					100.00	104415.560	Public Works Wages and Contra	
					3,839.50	104420.460	Public Works Equipment fuel	
					17,132.41		Solid Waste Service	
							Total	
					\$17,132.41		GL Account Summary Total	

OPENING

Mayor Lisonbee opens the meeting with attendance and leading in the Pledge of Allegiance at 6:00PM.

ROLL CALL/PRESENT

Mayor Marty Lisonbee
Councilmember Debbie Kopp
Councilmember Paul Edwardsen
Councilmember Mike McLaughlin (Virtual)
Councilmember Dale Beddo

Recorder/Clerk Not Present
Staff: Taylor Pledger and John Barlow

CONFLICTS OF INTEREST DECLARATIONS

None

CONSENT AGENDA

- A. Invoice Registry (Page 3)**
- B. Financial Statement (Page 5)**

MOTION: Councilmember Kopp moves to approve consent agenda items A and B.

SECOND: Councilmember Edwardsen

VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

Mayor town update: In regards to the main street realignment, there are now paint stripes on the ground, a deceleration lane has been put in place coming from the direction of Hildale as well as a left turn lane. New black top, cattle guards, and wider lanes have also been put in place. We received a grant to create a new General Plan. Sunrise Engineering helped us to secure the grant and will be assisting. Their goal is to determine how the highway impacts our town and what improvements can be made to benefit the town.

PRESENTATION

1. Sunrise Engineering on Impact Fee Study

- a. Impact Fee Analysis (Page 45)
- b. Parks & Recreation Fee Facilities plan (Page 69)
- c. Roadway Facilities Plan (Page 99)
- d. Storm Water Facilities Plan (Page 121)

Mayor Lisonbee invited Fred Philpot, Nate Wallentine and Marv Wilson from Sunrise Engineering to present via Zoom screen share.

Presentation Highlights and Summary:

Parks and Recreation Plan: Increase area of recreation based on the increase in population. Implement a multi-purpose trail from the south side of town, toward the end of Rome Way that will connect on to Main Street. Extend the town park boundaries.

Roadway Facility Plan: Pavement of Main Street. Interchange to be done with UDOT. Improvements to the bridge entering Apple Valley have already been completed; however, the loan was put into the impact fee.

Storm Drain Plan: Reform the barrow ditches to ensure they are capable of handling the water flow. Resize culverts that don't meet the current flows that are being received. Implement a channel that will run the length of the fields along the eastern side of town to the wash as well as implement a detention base, put in armor along the wash in areas close to residential homes. This will ensure erosion from flash floods will not cause the wash to recede towards the homes. A FEMA grant can be used for part of the funding for this plan.

Impact Fee Facilities Plan (IFFP)- Due to our population being under 5,000 people it is not required to have an IFFP. However, it is considered an advantage to go through this process to ensure we have the appropriate planning documents. Elements considered when formulating an IFFP include: Demand, Existing Facilities, Existing level of service, Identifying if there is a need for future capital facilities based on population growth and consideration of all revenue resources to finance system improvements.

Impact Fee Analysis: Items considered when conducting an impact fee analysis include:

Service Area: All areas of the city

Demand: Population, Household Areas, Trips on the roads, and Single-family equivalents

Existing facilities inventory: All city own IFA eligible facilities

Level of Service: This analysis identifies the LOS which is provided to a community's existing residents and ensures that future facilities maintain these standards.

End Presentation.

(For more information, refer to the Impact Fee Analysis found on the Apple Valley website)

PUBLIC HEARING

2. Zone Change of Parcel AV-1338-H-3 from OST to Planned Development. Applicant/Owners: Robert and Maria Campbell

Mayor Lisonbee opens the public hearing

Robert Campbell- Explained that he is looking to add 9 more units similar to what we have. Cabins are based on the Zion cabins that were moved over from Zion in the late 70s. Property is 11.5 acres; want 9 more cabins with several common areas and a check-in area. First cabin, even at max build, will be more than 650ft from Apple Valley Dr. He stated that he is intending to have simplified roads in order to leave the natural habitat in place.

Councilmember Kopp- Asked when do you want to start?

Robert Campbell- Explained that he would like to start immediately, 2 buildings are in place already and once infrastructure is in place he will be seeking to receive a business license.

Councilmember Beddo- Asked how many parking spots? Are there any handicapped spots?

Robert Campbell- Explained that each unit will have 2 spots, and yes, we are deciding which unit is best for accommodating handicapped parking. There are a total of 22 spots required; his full plan will provide 26 spots.

Councilmember Beddo- Asked what will be used for the surface of roadways?

Robert Campbell- Stated that it will be road base and asphalt.

Margaret Ososki- Asked what kind of sewer?

Robert Campbell- Answered septic and that Washington County is still looking at the project to give an estimate.

Mayor Lisonbee- Stated that approval of this project is subject to a developer agreement.

Councilmember Beddo- Asked does this project mandate a developer agreement?

Mayor Lisonbee- Explained that a developer agreement was decided upon to limit the number of units.

Mayor Lisonbee closes the public hearing

DISCUSSION AND ACTION

- 1. Discussion and possible action on AMENDING GENERAL PLAN for parcel AV-1338-H-3 from OST to Planned Development. Applicant/Owners: Robert and Maria Campbell (D-2020-21, Page 41)**

MOTION: Councilmember Beddo moves to amend the General Plan for Parcel AV-1338H-3 to Planned Development.

SECOND: Councilmember McLaughlin

VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

- 2. Discussion and possible action on ZONE CHANGE for parcel AV-1338-H-3 from OST to Planned Development. Applicant/Owners: Robert and Maria Campbell (D-2020-22, Page 42)**

MOTION: Councilmember Beddo moves to approve Zone Change for Parcel AV-1338-H-3 to Planned Development subject to a completed developer agreement with the town, limiting total units to 11.

SECOND: Councilmember Edwardsen

VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

- 3. Discussion and possible action on GENERAL PLAN DESIGNATION CHANGE for parcels: AV-1369-B; AV-1369-C; AV-1366-A-6 to A-5 (D-O-2020-23, Page 43)**

Mayor Lisonbee- Explained someone bought over 100 acres and is dividing the lot into smaller lots for a total of 8 private homes for the family. General plan shows that area as R-1.

MOTION: Councilmember Edwardsen moves to approve the change to the general plan for parcels: AV-1369-B; AV-1369-C; AV-1366-A-6 to A

(Agriculture)

SECOND: Councilmember Beddo

VOTE: Councilmember Kopp Aye
 Councilmember Beddo Aye
 Councilmember Edwardsen Aye
 Councilmember McLaughlin Aye
 Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

4. Discussion and possible action on ZONE CHANGE for Parcels: AV-1369-B; AV-1369-C; AV-1366-A-5; AV-1366-A-6 from OS/OST to A-5 (D-O-2020-24, Page 44)

MOTION: Councilmember Beddo moves to approve a Zone Change on Parcels: AV-1369-B; AV-1369-C; AV-1366-A-6 to A-5 (Agriculture 5 acres)

SECOND: Councilmember Edwardsen

VOTE: Councilmember Kopp Aye
 Councilmember Beddo Aye
 Councilmember Edwardsen Aye
 Councilmember McLaughlin Aye
 Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

5. Discussion and possible action on Ordinance Creating the Tourist Commercial Zone (TC) (D-O-2020-25, Page 30)

Mayor Lisonbee- Expressed concern over the restriction of having TC be 1500ft from any residential property.

Councilmember Beddo- Agreed with the Mayor and would like them to take more time to look at that number and come up with a more reasonable restriction.

MOTION: Councilmember Beddo Moves to table the action on Ordinance Creating the Tourist Commercial Zone.

SECOND: Councilmember Edwardsen

VOTE: Councilmember Kopp Aye
 Councilmember Beddo Aye
 Councilmember Edwardsen Aye

Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee –

None

Planning Commission –

None

Fire Department – Chief Dave Zolg, Jr

Events are cancelled due to Covid. Burn season is going to be bad this year, don't expect many days. Cannot burn unless 500ft above clearing index. We had a firefighter who was hurt over a month ago in a motorcycle accident; he came home last week and is doing well. There were several lightning strikes in the Hildale area within the last few weeks, we responded quickly and problems were resolved. It seems people are being very impatient on the roads and we should all be aware of people breaking randomly and passing people in non-passing zones.

Big Plains Water and Sewer SSD –

None

Code Enforcement –

None

Roads and Storm Drainage –

None

Council-

None

MAYOR OPENS PUBLIC COMMENTS

No public comments made

MAYOR CLOSES PUBLIC COMMENTS

REQUEST FOR A CLOSED SESSION-

MOTION: Councilmember Kopp moves to have a closed session to discuss current pending legal litigations.
SECOND: Councilmember Beddo
VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

Council adjourns for a closed session

ADJOURNMENT

MOTION: Councilmember Kopp moves to adjourn tonight’s meeting.
SECOND: Councilmember Edwardsen
VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 7:44 p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____

OPENING

Mayor Lisonbee opens the meeting with attendance and leading in the Pledge of Allegiance at 6:00PM.

ROLL CALL/PRESENT

Mayor Marty Lisonbee
Councilmember Debbie Kopp
Councilmember Paul Edwardsen
Councilmember Mike McLaughlin
Councilmember Dale Beddo

Recorder/Clerk Not Present
Staff: Taylor Pledger, John Barlow (Virtual)
Town Attorney Shawn Guzman

CONFLICTS OF INTEREST DECLARATIONS

None

CONSENT AGENDA

- A. Invoice Registry (Page 74)**
- B. Financial Statement (Page 64)**
- C. Minutes for:**
 - a. July 15th, 2020.
 - b. August 19th, 2020.
 - c. September 16th, 2020.
 - d. October 21st, 2020.

MOTION: Councilmember Kopp moves to approve consent agenda items A, B and C.

SECOND: Councilmember Edwardsen

VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

Mayor's town update:

Informed everyone that the computers for the town have arrived and we are just waiting for the remote server to arrive. We received a Utah grant for about \$30,000 from UDOT to help pay for some General Plan work and Master Road Plan work. We are submitting to CIB to see if they will match the grant given for a total of \$60,000. We recently made a change in our lot line adjustments and we are no longer charging or having municipal oversight on lot line adjustments. The Planning Commission received a letter of resignation from Jarry Zaharias. We will be looking for someone to fill that seat and it will be posted on the website and all town bulletin boards.

Informed the town that the public hearing segment of today's meeting will need to be tabled. It is a requirement in the state code to post all public hearing notices in a newspaper. As this requirement was skipped, items listed in the public hearing will have to go back to the Planning Commission and a new public hearing will need to be held.

PRESENTATION

1. Sunrise Engineering on Impact Fee Study

- a. Impact Fee Analysis (IFA Addendum)
- b. Parks & Recreation Fee Facilities plan (IFA Addendum)
- c. Roadway Facilities Plan (IFA Addendum)
- d. Storm Water Faculties Plan (IFA Addendum)

End Presentation.

(For more information, refer to the Impact Fee Analysis found on the Apple Valley website)

PUBLIC HEARING

2. Adoption of Ordinance 2020-27, an ordinance modifying Impact Fees.

MOTION:	Mayor Lisonbee moves to table the public hearing on Ordinance 2020-27, modifying Impact Fees.	
SECOND:	Councilmember Edwardsen	
VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

3. Creation of one or more public infrastructure districts by Town of Apple Valley Utah. (Jepson Canyon).

MOTION: Mayor Lisonbee moves to table the public hearing on the creation of one or more public infrastructure districts by the Town of Apple Valley Utah.

SECOND: Councilmember Edwardsen

VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

4. Adoption of Ordinance 2020-26, an ordinance creating the Office of Town Administrator.

MOTION: Mayor Lisonbee moves to table the public hearing on Ordinance 2020-26, an ordinance creating the Office of Town Administrator.

SECOND: Councilmember Mclaughlin

VOTE: Councilmember Kopp Aye
Councilmember Beddo Aye
Councilmember Edwardsen Aye
Councilmember McLaughlin Aye
Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

DISCUSSION AND ACTION

1. Discussion and possible action on Ordinance 2020-28 An Ordinance Amending the Zoning Map; AV-1329 to RE-1.0 (Page 13)

MOTION: Mayor Lisonbee moves to table Ordinance 2020-28, amending the zoning map for parcel AV-1329 to RE-1.0.

SECOND: Councilmember Edwardsen

VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

2. Discussion and possible action on adoption of Ordinance 2020-27, an ordinance modifying impact fees.

MOTION:	Mayor Lisonbee moves to table the adoption of Ordinance 2020-27.	
SECOND:	Councilmember Mclaughlin	
VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

3. Discussion and possible action on the creation of one or more public infrastructure districts by Town of Apple Valley, Utah. (Jepson Canyon)

MOTION:	Mayor Lisonbee moves to table the creation of one or more public infrastructure districts by Town of Apple Valley, Utah.	
SECOND:	Councilmember McLaughlin	
VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

4. Discussion and possible action on adoption of Ordinance 2020-26, an ordinance creating the Office of Town Administrator.

MOTION: Mayor Lisonbee moves to table the adoption of Ordinance 2020-26.

SECOND: Councilmember McLaughlin

VOTE: Councilmember Kopp Aye
 Councilmember Beddo Aye
 Councilmember Edwardsen Aye
 Councilmember McLaughlin Aye
 Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

5. Discussion and possible action on appointing the Town Administrator.

MOTION: Mayor Lisonbee moves to table the appointment of the Town Administrator.

SECOND: Councilmember McLaughlin

VOTE: Councilmember Kopp Aye
 Councilmember Beddo Aye
 Councilmember Edwardsen Aye
 Councilmember McLaughlin Aye
 Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

6. Discussion and possible action on resolution certifying authorized users for Public Treasurer’s Investment Fund.

MOTION: Mayor Lisonbee moves to change discussion item 6, modifying the title from town administrator to finance director, and approving the resolution certifying authorized users for Public Treasurer’s Investment Fund.

SECOND: Councilmember Kopp

VOTE: Councilmember Kopp Aye
 Councilmember Beddo Aye
 Councilmember Edwardsen Aye
 Councilmember McLaughlin Aye
 Mayor Lisonbee Aye

The vote was unanimous and the motion carried.

7. Discussion on Fraud Risk Assessment

John Barlow- Mentioned that this is a new requirement that started in 2019. The state auditor publishes a questionnaire that is a self-assessment. This questionnaire is meant to be a tool to figure out how we are doing with fraud risk to ensure it doesn't happen.

Mayor Lisonbee- Asked why we scored a 0 on IT security?

John Barlow- Stated that is the score the town gave itself last year and as there were no improvements this year, we did not increase that number. Explained that we are in the process of getting equipment that will allow for better security and when that equipment arrives it could potentially increase our score.

Mayor Lisonbee- Stated that he would like to take some time to go over this assessment and discuss it further.

MOTION:	Mayor Lisonbee moves to table the discussion on Fraud Risk Assessment.	
SECOND:	Councilmember Edwardsen	
VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

8. Discussion and Training

Mayor Lisonbee- Mentions that there are several modules that will be sent to the Town Council and the Planning Commission that are required training regarding GRAMA requests, public meetings, and fraud risk.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee –

None

Planning Commission –

None

Fire Department – Chief Dave Zolg, Jr

Mentioned that it has been quiet, we had a few rescues and a couple of car accidents. We are starting some online training that will coincide with some in house training. Winter fire school has been cancelled this year. We are starting to get ice here and there, asked the public to watch out on the roads and to be careful. Burn season is really tentative right now with the 500 ft. clearing, our days are far and few in-between. Make sure when you're filling out a burn permit that you're looking at your index. It is your responsibility to read the permit and follow our procedures. The next burn season will open March 1st to May 30th.

Big Plains Water and Sewer SSD –

Harold Merritt- Mentioned that the district completed the preliminary rehab of the Canyon Springs water. They are flowing now and we are working on getting measurements of that flow.

Code Enforcement –

None

Roads and Storm Drainage –

None

Council-

None

MAYOR OPENS PUBLIC COMMENTS

John Peay- Mentioned he has been living here for 27 years. Believes our number one problem is water. He thinks the idea of bringing water from Canyon Springs will not be enough water to develop Apple Valley. Mentioned that when it rains, all of the water comes from the top of Rome Way and travels down the hill, flooding Mt. Zion Dr. Mentioned the whole town has a drainage issue and he believes the town has a lot of problems. He feels as though codes are not being enforced. John Peay offered a letter to the Town Council expressing his opinions on future development plans that are coming up for discussion.

Shamim Monshizadeh- Asked who the city retains to draft developer agreements?

Mayor Lisonbee- Stated they are done by the attorney of the party asking for the agreement then the council and the town attorney will review and negotiate the agreement. Stated that agreements become attached to the land, not the developer.

Shamim Monshizadeh - Asked if there are reverter clauses in the developer agreement?

Attorney Guzman- Mentioned there are no reverter clauses for zoning changes. It is a legislative act.

MayorLisonbee- Stated it will not be open for a public hearing at the town council level.

Barry Herrnstein- Asked when the meeting for the zoning change will be expected to take place?

Mayor Lisonbee - Stated that the meeting will take place the first Wednesday of January.

Margaret Ososki- Asked how can they get a zoning change if they don't own the property?

Mayor Lisonbee- Stated that we have an affidavit in the file from the owner that has designated someone to act on their behalf.

Bevon Carry- Asked for clarification on the delay of today's public hearing

Mayor Lisonbee- Mentioned that there are some discrepancies on where the public hearing notice is supposed to be posted. Code states we have to post it to a local newspaper; however, we do not have one. Mayor Lisonbee mentioned that the town attorney believes it still must be posted in a newspaper nearby.

MAYOR CLOSSES PUBLIC COMMENTS

ADJOURNMENT

MOTION:	Councilmember Kopp moves to adjourn tonight's meeting.	
SECOND:	Councilmember Edwardsen	
VOTE:	Councilmember Kopp	Aye
	Councilmember Beddo	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 7:44 p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____

**TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS
COOPERATIVE AGREEMENT**

This Cooperative Agreement (the “Agreement”) is entered into on _____, by and between Utah Department of Transportation (“UDOT”), an agency of the State of Utah, and Apple Valley Town (“Local Government”), a political subdivision of the State of Utah. UDOT and Local Government are collectively referred to as “parties” and each may be referred to individually as “party.”

RECITALS

WHEREAS, the Utah Legislature has appropriated money for the Technical Planning Assistance Program (“Program”). The funding is intended to help local governments plan for future land use and transportation; and

WHEREAS, funds from this Program will be used to pay for costs for approved scope of work; and

WHEREAS, the Local Government has committed a local match amount in order to receive Program funding from UDOT; and

WHEREAS, this Agreement describes the amount of the funds that will be used for approved scope of work for a plan or study addressing future land use and transportation.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Initial Scope of Work. UDOT must approve the initial scope of work and any material modifications thereto during the development of the plan or study.
2. Local Match Amount. Local Government commits to match the amount of \$2,235 in order to receive the eligible Program fund amount of \$30,765. UDOT will deliver the Program funds in one lump-sum payment no later than 60 days after the agreement is signed by both parties.
3. Progress Report. Local Government will submit to UDOT a brief, one-page progress report for each quarter of the calendar year. The progress report will be submitted within 30 days after the end of each quarter and shall include the following:
 - a. A brief description of the progress and tasks completed for the approved scope of work for the plan or study.
 - b. A summary of the funds expended and budget remaining.

4. Additional Information. The Local Government will cooperate with any of UDOT's requests for information or status concerning the plan or study.
5. Adoption of Plan or Study. After the project is complete, the Local Government will adopt or start the process to adopt the results of the plan or study.
6. No Additional Funds. Unless specifically agreed to in writing, UDOT and Local Government will not be required to contribute additional funds unless specifically described in an amendment to this Agreement. However, if Local Government decides to cancel or abandon the project described in the approved scope before it is complete, UDOT may require Local Government to return all or a portion of the awarded Program funds.
7. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of five (5) years unless agreed to by the Parties in an amendment to this Agreement.
8. Termination. In the event the Local Government does not comply with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. If the Local Government does not remedy the breach within a reasonable time period, UDOT may terminate the Agreement. In the event of termination for non-compliance, UDOT may require all or a portion of the Program funds to be returned.
9. Amendment/Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.
10. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.
11. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.
12. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: Program Development Director
Date: _____

APPLE VALLEY TOWN

By: _____
Title: _____
Date: _____

Approved as to form:

Apple Valley

General Plan

January 14, 2021



SUNRISE
ENGINEERING



ABOUT SUNRISE

Sunrise Engineering collaborates with its clients to develop solutions that work well within their project requirements. The result is an optimum balance of cost and operational performance. The majority of our work continues to be performed for repeat clients. These continuing relationships are a reflection of our clients' trust and satisfaction.

Our firm was established in 1978 and is acknowledged as a regional leader for professional services and consulting. Our multi-disciplinary practice serves both public and private clients in a diverse range of projects across the western United States. We have a local office in Washington County and years of experience serving Apple Valley on important infrastructure projects. We understand the unique needs and constraints of small towns in southern Utah because we live here.

For this unique project we have assembled a phenomenal team of Sunrise experts. Our Community Development Manager, Shannon Ellsworth, AICP, will be the project manager. Shannon brings years of planning experience to Sunrise and will work with the civil engineers who already serve Apple Valley. Shannon will work with the civil engineers that already serve Apple Valley. We will also utilize our world class GIS experts to complete spatial analysis and mapping elements.

St. George Office:

11 North 300 West
Washington, Utah 84780
435.652.8450

Springville Office:

1180 North Mountain Springs Parkway
Springville, Utah 84663
801.704.5220

ADDITIONAL SUNRISE OFFICES

Cache Valley, UT 435.563.3734	Cheyenne, WY 307.775.9500
Vernal, UT 435.789.7364	Phoenix, AZ 480.768.8600
Salt Lake City, UT 801.523.0100	Payson, AZ 928.768.8609
Cedar City, UT 435.867.8834	Tucson, AZ 520.274.3900
Payson, UT 801.658.0009	Prescott, AZ 928.277.8440
Fort Collins, CO 970.372.2255	Las Vegas, NV 702.830.9180
Star Valley, WY 307.885.8500	Victorville, CA 760.513.6606



COMMUNITY DEVELOPMENT

- ENVIRONMENTAL PLANNING
- ECONOMIC DEVELOPMENT
- COMMUNITY PLANNING
- PUBLIC INVOLVEMENT



GIS

- UTILITY MAPPING
- CEMETERY MANAGEMENT
- WATER RESOURCES
- FIELD INSPECTIONS



ENGINEERING

- WATER
- WASTEWATER
- ENVIRONMENTAL
- ELECTRICAL
- DRAINAGE
- LAND DEVELOPMENT
- TRANSPORTATION
- STRUCTURAL
- PARKS AND RECREATION
- CONSTRUCTION MANAGEMENT



SURVEY

- 3D SCANNING
- TOPOGRAPHIC
- CONSTRUCTION LAYOUT
- LAND BOUNDARY



NATURAL GAS

- OPERATOR QUALIFICATION
- COMPLIANCE AND STUDIES
- PIPE ENGINEERING
- THIRD PARTY INSPECTIONS
- AS-BUILT MAPPING






BUILDING CODE SERVICES

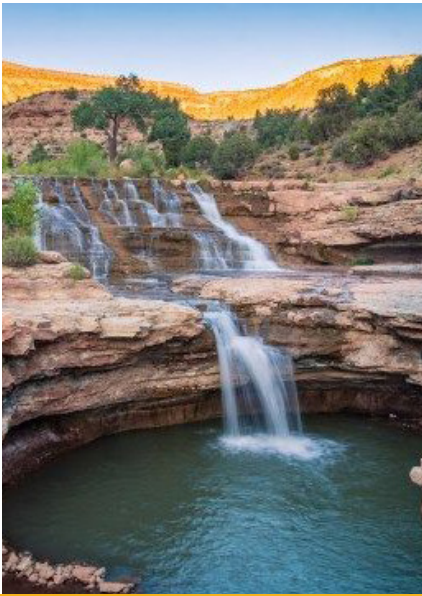
- BUILDING INSPECTION
- CODE TRAINING
- PEER REVIEW
- PLAN REVIEW
- 3RD PARTY INSPECTIONS

Our clients can depend on us to carefully administer projects from conceptualization through construction administration. For a more detailed description of our company, please visit our website at www.sunrise-eng.com.

Project Team Members & Qualifications

Team Member	Relevant Experience
 <p>SHANNON ELLSWORTH, AICP <i>Project Manager, Environmental Planner</i></p> <p>EDUCATION: <i>MBA - Business Administration, Brigham Young University</i> <i>BLA - Landscape Architecture and Environmental Planning, Utah State University</i></p> <p>YEARS IN PROFESSION: <i>9; 1 w/Sunrise</i></p>	<ul style="list-style-type: none"> • Oak City General Plan • Toquerville General Plan • Nibley City General Plan • Harrisville General Plan • Mayfield General Plan • Rockville Accessory Dwelling Unit Ordinance Facilitation • Brian Head Transportation Master Plan • Utah County Resource Management Plan • San Juan County Resource Management Plan • Carbon County Resource Management Plan • Sanpete County Resource Management Plan • Sevier County Resource Management Plan
 <p>JAROM HLEBASKO <i>GIS Expert Team Lead</i></p> <p>EDUCATION: <i>BS - Engineering Technology, SUU</i> <i>AAS - Design Technology, SUU</i> <i>2 yr Certificate, GIS, SUU</i> <i>1 Yr Certificate, Civil Design SUU</i></p> <p>YEARS IN PROFESSION: <i>14; 13 w/Sunrise</i></p>	<ul style="list-style-type: none"> • Central (Dixie Deer), Utah • Duck Creek, Utah • Enterprise, Utah • Fillmore, Utah • Johnson Canyon, Utah • LaVerkin, Utah • Long Valley, Utah • Nephi, Utah • Oak City, Utah • Orderville, Utah • Panguitch, Utah • Parowan, Utah • Perry, Utah • Salina, Utah • Santa Clara, Utah • Sigurd, Utah • Springdale, Utah • Stockton, Utah • Willard, Utah • Fredonia, Arizona • Victor, Idaho • White City, Idaho
 <p>MARV WILSON, PE <i>Advising Engineer</i></p> <p>EDUCATION: <i>BS - Civil Engineering, Utah State University</i></p> <p>YEARS IN PROFESSION: <i>33; 33 w/Sunrise</i></p> <p>Registrations: <i>UT #176874</i> <i>NV #013197</i> <i>AZ #29750</i></p>	<ul style="list-style-type: none"> • Coyote Springs LCCGID Stormwater CIP • Washington City Culinary Water Master Plans 1994-2019 • Santa Clara Culinary Water Master Plans 1995-2018 • Santa Clara Stormwater Master Plan • Santa Clara Transportation Master Plan • Enterprise Stormwater Master Plan • LaVerkin Culinary Water Master Plan • LaVerkin City Stormwater Master Plan • Washington City Parks & Recreation Impact Fee Analysis & IFFPs • Washington City Culinary Water IFFPs

Relevant Experience



Toquerville General Plan *Toquerville, UT*

Toquerville City in Washington County understands that community planning is critical as their city grows and as their economy develops. Toquerville is seeing increased traffic on a state road that bisects the town, and they are experiencing increased tourism pressure as one of the towns that connects Zion National Park to I-15. Using our planner, Toquerville completed a multi-phase planning project resulting in a user-friendly general plan. This project was executed by leveraging unique funding mechanisms that allowed the town to complete both a new general plan and transportation master plan, with the State and County paying for 75% of the project costs. Our planner used data, facilitated public engagement, and focused efforts on implementable solutions. The outcome was a strong plan the City can use as they make zoning decisions, and that UDOT can reference when planning for regional transportation connectivity. This general plan was adopted by the City Council on time, and under budget.

Big Water *Big Water, Utah*

Our AICP planner can articulate and illustrate your city's vision and help you manage growth. In Big Water we have managed complex growth issues. In 2020 when Big Water was first considering allowing the townhomes in their community, they reached out to Sunrise and relied on our expertise to represent their interests. Our staff guided them through housing policy and legal processes so that they could permit different housing types in their community. Additionally, Sunrise has provided expert engineering consulting, and facilitated funding opportunities for planning and infrastructure projects. The Sunrise Community Development team has helped cities and towns rewrite zoning codes, manage new developments, and adopt compliant general plans. Count on us to provide citizen-approved objectives and implementable policies that will move the needle.



Brian Head Transportation Plan *Brian Head, UT*

Our Community Development Manager is a planner with experience in areas uniquely impacted by tourism. In Brian Head Town our planner created a transportation master plan that met the diverse needs of the Town Manager, Council, Public Works Director, UDOT, and other stakeholders. This plan addressed road categorization, active transportation, wayfinding signage, maintenance, parking, mass transit, and more. This plan was a success because it incorporated the input of citizens and visitors, and provided the town with a clear path forward. Our planner was presented with the Community Connection Cornerstone Award from the State of Utah for the excellent work completed in Brian Head.



Apple Valley Parks & Recreation Plan Apple Valley, UT

A Parks and Recreation Impact Fee Facilities Plan was prepared. The plan included looking at the current level of service provided by the parks and extending that level of service out to a 20-year horizon. Existing parks and trails in Apple Valley were mapped. Recommendations were given to maintain an appropriate level of service. Cost estimates were created for these recommendations. Lewis Young Robertson & Burningham completed an Impact Fee Analysis for the Impact Fee Facilities Plan.

Apple Valley Roads & Streets Plan Apple Valley, Utah

A Road/Streets Plan was created for the town of Apple Valley. The plan focused on expanding roads to match the anticipated future growth that is expected in Apple Valley. Based on zoning plans and planned developments, recommendations for roads were proposed. Cost estimates were created for these recommendations. Lewis Young Robertson & Burningham completed an Impact Fee Analysis for the Impact Fee Facilities Plan.



Apple Valley GIS Utility Mapping Apple Valley, UT

All Apple Valley utilities, zoning, and parcel data were placed into SEI's Cloud SMART GIS system. Training was provided to Apple Valley on how to use the system.

LaVerkin City Power Plant Park Concept Plan LaVerkin, Utah

Conceptual landscape and site design, sketches, and an illustrative site plan based on direction provided by Sunrise Engineering. The site includes approximately 2.49 acres of undeveloped property surrounded on two sides by residential development. Following design, the park will include a small off-street parking area, restrooms, pavilion, playground area, multi-use trail, plant demonstration gardens, park furniture, and required fencing. The site will also act as a trailhead for the Confluence Park. The trail, parking and restroom building will be provided by Washington County.



Apple Valley Stormwater Plan Apple Valley, UT

A Stormwater Impact Fee Facilities Plan was prepared. The plan included the generation of 10 Year and 100 Year storms for Apple Valley. The plan utilized soil data, precipitation data, and elevation data. The resultant study produced the anticipated flow into the storm drain system. GIS and HEC-HMS were utilized to perform the flow modeling. The storm drain system was then analyzed to size the town borrow ditches, culverts, channels, and detention basins. Recommendations were given to improve the towns current stormwater conveyance. The recommendations were taken and put into a FEMA BRIC application to fund the recommended changes. Lewis Young Robertson & Burningham completed an Impact Fee Analysis for the Impact Fee Facilities Plan.



Process & Approach

Approach

Sunrise is ready to create a strong, user-friendly, implementable general plan for Apple Valley Town. We can help you create better outcomes for your community, and help the town anticipate growth, meet State standards for town planning, and prevent lawsuits. Our objectives will be to create goals for housing, industry, transportation, zoning, safety, and public facilities. Our expert Sunrise team will develop a public outreach campaign so that citizens can participate in the planning process and shape Apple Valley's future. We can also train local councilmembers and planning commissioners on best planning practices.

The planning area will be the town's boundaries and other areas anticipated for annexation. The primary General Plan update objectives will be accomplished through a planning process that includes the following:

- Engagement of residents, property owners, business owners and other stakeholders to plan through effective public outreach.
- Establishing a land use vision and policy framework to guide future growth.
- Create a user-friendly document that is accessible for elected officials, planning commissioners, citizens, and developers.
- Plan for some commercial development along SR59 that will prepare Apple Valley to capitalize on tourism and travel, and coordinate with UDOT on impacted and adjacent parcels or ROW.
- Create clear paths toward implementation and code alignment.

The General Plan should be based research and best practices, and should include a vision supported by citizen participation. We expect at least 1 community open house, 1 online survey, 1-2 public meetings with the Planning Commission, and 1-2 public meetings with the Apple Valley City Council. We at Sunrise can coordinate this project with UDOT, BLM, and SITLA on affected parcels and right-of-way, and seek stakeholder buy-in. You can rely on our professional planner to send regular progress updates to the Mayor and Council, and to meet your expectations for quality, scheduled milestones, and budget.

We expect the following elements to be addressed with objectives and goals:

- Housing
- Transportation, including active transportation
- Land use and zoning
- Economic development and tourism
- Parks, trails, and cemetery
- Public facilities and infrastructure
- Annexation
- Implementation and code alignment

This plan will also include these maps:

- Future land use map
- Current zoning map
- Roadway and trails map

We expect this general plan to be completed within 12 months of beginning the process and that this plan will be the foundation for future changes to our city ordinances. Sunrise has brought new funding resources to communities in southern Utah, including Apple Valley, and we can suggest additional grants to facilitate implementation, including updating the Town's code.

Cost Summary

PROJECT HOURS FOR KEY POSITIONS							
Project Task	Project Manager/Planner	Engineer IV	GIS Manager	Support Staff	Total Hours	Weeks for Completion	Approx Timeline
Phase 1	TASK 1- Refine scope, plan coordination with UDOT	4			2	6	1-Feb-21
	TASK 2- Create communications and public engagement plan	4				4	
	TASK 3- Notify partners and stakeholders of process	1				1	
	TASK 4- Collect data and relevant plans	12	2			14	
	TASK 5- Develop preliminary maps	2		18		20	
	TASK 6- Identify data gaps	4				4	
	TASK 7- Prepare citizen outreach and gather qualitative data	8			4	12	
	Subtotal, Phase 1	35	2	18	6	61	4 weeks
	TASK 8- Evaluate data and draft plan elements					0	
	TASK 8.1- Land use and zoning	8		2		10	
	TASK 8.2- Housing	8				8	
	TASK 8.3- Transportation	4	2	2		8	
	TASK 8.4- Economic development and tourism	8				8	
	TASK 8.5- Parks, trails, and cemetery	4		2		6	
Phase 2	TASK 8.6- Public facilities and infrastructure	3	3	2		8	
	TASK 8.7- Annexation	4				4	
	TASK 8.8- Implementation strategies and code alignment	4	2			6	
	TASK 9- Prep and present to Planning Commission*	14				14	
	TASK 10- Prep and present to City Council*	16				16	
	Subtotal, Phase 2	73	7	8	0	88	6 weeks
	TASK 11- Solicit public feedback	16				16	
	TASK 12- Update drafts based on feedback	8			4	12	
	TASK 13- Update zoning map, future land use map, roads map	2		10		12	
Phase 3	TASK 14- Solicit feedback from UDOT and AOG	2	2		1		
	TASK 15- Present final draft to Planning Commission**	14					
	TASK 12- Present final draft to City Council**	16					
	TASK 17- Adoption and project closeout	4			4	8	
	Subtotal, Phase 3	62	2	10	9	48	8 weeks
	Total Hours Phases 1-3	170	11	36	15	197	
	Travel and reimbursables	\$ 1,250			220		
		\$ 23,800	\$ 1,980	\$ 4,824	\$ 900	\$ 32,974	

*line item includes time for travel

** Requires noticed public hearings



2021 ANNUAL MEETING SCHEDULE OF THE TOWN OF APPLE VALLEY

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

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

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

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

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

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

AMENDMENT TO MUNICIPAL BILLING AND COLLECTION AGREEMENT

This Amendment to Municipal Billing and Collection Agreement is made and entered into on this ____ day of _____, 202____, 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 and Town previously entered into Municipal Billing and Collection Agreement (hereafter "the Agreement") dated July 15, 2020, specifying the terms and conditions upon which the District shall continue to provide solid waste collection and disposal services to all residences within Town in accordance with Residential Waste Collection Agreement dated September 1, 2020 between District and Republic.

B. Paragraph 5(b) of said Agreement incorrectly states that the amount of the District's administrative fees shall be 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.

C. The Parties now desire to enter into this Amendment to said Agreement, specifying that the correct amount of the District's administrative fees shall be the amount of \$4.55 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.

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

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

2. Amendment of Paragraph 5(b). Paragraph 5(b) of the Agreement is hereby amended in its entirety to read as follows:

- (b) the amount of \$4.55 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.

3. Remainder of Agreement. Except as stated herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to Municipal Billing and Collection 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:

Michelle Kinney, Town Clerk/Recorder

V. LOWRY SNOW
CURTIS M JENSEN
LEWIS P. REECE
J. GREGORY HARDMAN
MATTHEW J. ENCE*
CAMERON M. MORBY *
JONATHAN P. WENTZ
W. DEVIN SNOW
JEFF R. MILES
SEAN J. ROMNEY
DEVON J. HERRMANN
VICTORIA CARLTON

912 WEST 1600 SOUTH, SUITE B-200
ST. GEORGE, UTAH 84770

TELEPHONE (435) 628-3688
FACSIMILE (435) 628-3275
E-MAIL: dsnow@snowjensen.com
WEBSITE: www.snowjensen.com

*Licensed in Utah and Nevada

January 14, 2021

Via Email

Mayor Marty Lisonbee
Town Council
1777 Meadowlark Drive
Apple Valley, UT 84737

Re: Petition for the Creation of Public Infrastructure Districts in Jepson Canyon

Dear Mayor and Council Members:

This letter summarizes the documents related to the Jepson Canyon Resort that are included in the packets for the meeting set for January 20, 2021.

Jepson Canyon Resort Cost Benefit Analysis

- The town's consultant projects that the Jepson Canyon Resort will bring a net benefit of \$2.7 million to the town over the next 30 years
- The consultant recommends the creation of a public infrastructure district to help finance public infrastructure in the development

Petition to Create Public Infrastructure Districts

- The petition asks the Town of Apple Valley to create public infrastructure districts in the Jepson Canyon Resort
- The petition is signed by 100% of the property owners within the proposed district boundaries
- Property owners within the districts would be obligated to pay for public infrastructure that is financed with district funds

Creation Resolutions

- Create the requested public infrastructure districts
- Set district boundaries
- Appoint board members
- Approve a governing document for the district

Mayor and Council
Apple Valley, UT
January 14, 2021
Page 2

I look forward to attending the town council's meeting on January 20, 2021. Thank you for considering Jepson Canyon's request for the creation of public infrastructure districts.

Very truly yours,

SNOW JENSEN & REECE

/s/ W. Devin Snow

W. Devin Snow

APPLE VALLEY, UTAH
JEPSON CANYON RESORT
COST-BENEFIT ANALYSIS



AUGUST 2020
LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.


LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

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EXECUTIVE SUMMARY

Lewis Young Robertson & Burningham, Inc. (“LYRB”) was retained by the Town of Apple Valley (the “Town”) to conduct a Cost-Benefit Analysis for the proposed Jepson Canyon Resort (“JCR Development”). The JCR Development is a resort-oriented development encompassing approximately 310 acres in Washington County, Utah. The JCR Development includes 501(C)3 cultural amenities, a golf course, log lodge accommodations, 354 residential units and limited commercial development. The current JCR Development assumptions include a 14-year buildout of the proposed resort-oriented development.

ASSESSED VALUATION OF THE JCR DEVELOPMENT

The current assessed taxable value of the Town is **\$87.8M**. Based on the assumptions utilized in this analysis, the JCR Development will add an additional **\$204.2M** of taxable value to the Town, more than doubling the assessed value as detailed in **Table E.1**.

TABLE E.1: TOTAL ASSESSED VALUE OF JCR DEVELOPMENT

DEVELOPMENT TYPE	TOTAL VALUE
Residential	\$146,072,000
Lodges	48,185,200
Commercial	9,928,412
Total	\$204,185,612

TOWN’S GENERAL FUND REVENUE PROJECTIONS

The JCR Development will bring additional general fund revenue to the Town through sales tax revenue, transient room tax revenue, franchise tax revenues, Class C road fund revenues and property taxes. **Table E.2** summarizes the total annual revenue projected in Years 1, 6, 10, 20 and 30 and includes an aggregated total of the entire 30-year study period.

TABLE E.2: TOWN OF APPLE VALLEY PROJECTED GENERAL FUND REVENUE

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Revenue							
Property Tax Revenue	\$9,021	\$204,848	\$258,476	\$305,155	\$323,421	\$322,409	\$7,876,515
Sales Tax	3,863	156,789	169,714	187,378	206,880	252,186	5,339,585
Transient Room	4,301	85,758	92,827	102,489	113,156	137,937	2,977,408
Franchise Tax	1,473	45,312	61,630	78,396	90,767	110,644	2,153,554
Class C Revenue	909	13,832	20,376	23,887	25,180	25,180	604,400
Total Revenue	\$19,567	\$506,540	\$603,023	\$697,305	\$759,405	\$848,356	\$18,951,463

TOWN’S GENERAL FUND EXPENSE PROJECTIONS

The JCR Development creates a burden on the Town’s general government, public safety, public works and parks and recreation services. In evaluating the benefits of the JCR Development, it was critical to ensure that the costs of providing municipal services do not outweigh the benefits (revenues) that are anticipated to be derived by the Town. **Table E.3** summarizes the total general fund expenses related to the provision of municipal services projected in Years 1, 6, 10, 15, 20 and 30 and includes an aggregated total over the 30-year study period.

TABLE E.3: APPLE VALLEY PROJECTED EXPENSE

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
EXPENSE							
General Government	(\$3,485)	(\$87,373)	(\$119,335)	(\$155,549)	(\$182,020)	(\$221,186)	(\$4,301,110)
Public Safety	-	(77,394)	(173,011)	(198,149)	(219,499)	(269,475)	(5,504,313)
Public Works	(3,137)	(78,636)	(107,401)	(139,995)	(163,818)	(199,068)	(3,870,999)

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Parks & Cemetery	(372)	(9,320)	(12,729)	(16,592)	(19,415)	(23,593)	(458,785)
Total Expense	(\$6,993)	(\$252,723)	(\$412,476)	(\$510,285)	(\$584,752)	(\$713,322)	(\$14,135,207)

JEPSON CANYON RESORT PUBLIC INFRASTRUCTURE DISTRICT (PID)

The Town may consider the formation of a Jepson Canyon Resort Public Infrastructure District (“PID”) for the purpose of financing public infrastructure related to the JCR Development. Based on the existing development assumptions outlined in **Sections 1 and 2**, a tax levy of .0075 (which is below the statutory limit of a tax levy of .0150) would produce **\$48.9 million** of future value tax revenue over 30 years. For the purposes of this analysis, LYRB assumed the monetization of the tax revenues to pay for the infrastructure costs through general obligation bonds secured by the PID tax levy. This analysis assumes the infrastructure will be funded in two tranches in line with infrastructure needs of the JCR Development through buildout.

The Series 2022 bond assumptions include a 27-year term, with a 6 percent interest rate. Three years of capitalized interest would be utilized to provide upfront revenue as the tax revenues increase through development absorption. A requirement of 1.2 times coverage is also required, as well as a debt service reserve fund. Based on the cost of issuance and aforementioned assumptions, a total principal amount of **\$8.8M** would be available in the construction fund to construct or repay costs for public infrastructure in the development.

TABLE E.4: SERIES 2022 BOND SOURCES AND USES

Series 2022	
Sources	
Par Amount of Bonds	\$12,135,000.00
Uses	
Costs of Issuance	31,551.00
Deposit to Debt Service Reserve Fund (DSRF)	1,213,500.00
Deposit to Capitalized Interest (CIF) Fund	2,128,089.82
Deposit to Project Construction Fund	8,761,859.18
Total Uses	\$12,135,000.00

The Series 2032 bond assumptions include a 6 percent interest rate and 19-year term. One-to-one coverage is anticipated for this series of bonds, as well as a debt service reserve fund. A total principal amount of **\$9.9M** would be available for this issuance. The total principal in the collective Series 2022 and Series 2032 bonds is **\$18.6M**.

TABLE E.5: BOND SOURCES AND USES

Series 2032	
Sources	
Par Amount of Bonds	\$11,015,000.00
USES	
Costs of Issuance	28,639.00
Deposit to Debt Service Reserve Fund (DSRF)	1,101,500.00
Deposit to Project Construction Fund	9,884,861.00
Total Uses	\$11,015,000.00

LYRB recommends the creation of a PID as it would produce sufficient property tax revenue at a tax levy of .0075 to fund the public infrastructure in the two proposed tranches. **Table E.6** illustrates the PID revenue and debt service associated with the proposed Series 2022 and 2032 bonds.

TABLE E.6: JEPSON CANYON REPORT PID

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
PID							
PID Tax Rate	\$43,620	\$1,034,182	\$1,386,228	\$1,766,598	\$2,046,112	\$2,485,597	\$48,918,612

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
DEBT SERVICE							
Series 2022	-	(\$709,898)	(\$709,898)	(\$1,004,798)	(\$1,259,298)	-	(\$23,892,840)
Series 2032	-	-	-	(761,078)	(785,678)	(2,480,678)	(19,974,173)
Total Debt Service	-	(\$709,898)	(\$709,898)	(\$1,765,875)	(\$2,044,975)	(\$2,480,678)	(\$43,867,013)
Excess Revenue ¹	\$43,620	\$324,285	\$676,331	\$723	\$1,137	\$4,920	\$5,051,599

¹The design of the PID is to levy a tax rate on all properties within the PID sufficient to recoup the debt service related to the Series 2022 and 2032 bonds. The PID would not produce net revenues for the PID or for the Town of Apple Valley. For purposes of this analysis, LYRB has utilized a flat tax rate of .0075 even though it may create more tax revenue than is needed to service the bond.

The PID tax levy cannot be used for ongoing maintenance related to the public infrastructure improvement. Any tax revenues above the debt service requirement would reduce or accelerate the outstanding bond or decrease the annual tax levy. The Developer assumes a total cost of public infrastructure at **\$15.7M**. Upon further analysis, the PID levy may be adjusted to ensure the debt service matches the property tax revenues generated through the PID.

The public infrastructure contemplated in this analysis will be constructed by the developer and may be dedicated to the Town upon completion. A level of investment would be necessary for the Town to maintain the new public infrastructure in a state of good working condition. This analysis assumes the ongoing maintenance of the water tanks and sewer system (approximately \$4.5M) would be funded through user fees and thus not require support from the general fund revenues. This leaves approximately \$11.2M of public infrastructure which would require ongoing maintenance, repair and replacement and servicing in order to maintain the assets in a "State of Good Repair".

TOWN'S GENERAL FUND COST-BENEFIT SUMMARY

Based on the development assumptions utilized in this analysis, the JCR Development produces a net benefit to the Town of Apple Valley annually with \$2.7 million of cumulative net revenue projected over 30 years. An additional average annual maintenance cost of \$69,000 associated with the proposed infrastructure for the JCR Development is further contemplated as the Town may own the infrastructure related to the JCR Development and thus, be required to ensure ongoing maintenance. The absorption and timing of the development will impact the current projections. The development may provide additional benefit to the Town through sewer and natural gas lines which may expand services available to the Town residents.

TABLE E.7: APPLE VALLEY COST-BENEFIT

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Revenue							
Property Tax	\$9,021	\$204,848	\$258,476	\$305,155	\$323,421	\$322,409	\$7,876,515
Sales Tax	3,863	156,789	169,714	187,378	206,880	252,186	5,339,585
Transient Room	4,301	85,758	92,827	102,489	113,156	137,937	2,977,408
Franchise Tax	1,473	45,312	61,630	78,396	90,767	110,644	2,153,554
Class C Revenue	909	13,832	20,376	23,887	25,180	25,180	604,400
TOTAL REVENUE	\$19,567	\$506,540	\$603,023	\$697,305	\$759,405	\$848,356	\$18,951,463
Expense							
General Government	(\$3,485)	(\$87,373)	(\$119,335)	(\$155,549)	(\$182,020)	(\$221,186)	(\$4,301,110)
Public Safety	-	(77,394)	(173,011)	(198,149)	(219,499)	(269,475)	(5,504,313)
Public Works	(3,137)	(78,636)	(107,401)	(139,995)	(163,818)	(199,068)	(3,870,999)
Parks & Cemetery	(372)	(9,320)	(12,729)	(16,592)	(19,415)	(23,593)	(458,785)
Total Expense	(\$6,993)	(\$252,723)	(\$412,476)	(\$510,285)	(\$584,752)	(\$713,322)	(\$14,135,207)
Net Operating	\$12,573	\$253,817	\$190,547	\$187,020	\$174,653	\$135,034	\$4,816,257
Capital Outlay							
Infrastructure Maintenance	-	(\$59,401)	(\$64,298)	(\$70,990)	(\$78,379)	(\$95,543)	(\$2,073,941)
Contribution to Fund Balance	\$12,573	\$194,416	\$126,249	\$116,030	\$96,274	\$39,491	\$2,742,315

SECTION 1: DEVELOPMENT SUMMARY

The proposed Jepson Canyon Resort (the “JCR Development”) site is located in Apple Valley (“Apple Valley” or the “Town”), Utah, and encompasses approximately 310 acres. The JCR Development is a resort-oriented development with 501(C)3 cultural amenities, log lodge accommodations, residential development and limited commercial development. The amenities include the Village of Many Nations (the “VOMN”) cultural center, the Southwest Science Foundation Science Center and Renaissance Center, and an observatory. The development will further boast the world’s largest bronze stagecoach which will be constructed in a building onsite. The completed stagecoach will be displayed on a cliff top in the area and the building will be converted for commercial development including a possible grocery store. Amenities within the area will also include a golf course with an adjoining restaurant and spa.

TAXABLE (ASSESSED) VALUATION OF RESIDENTIAL DEVELOPMENT PROPERTY

The JCR Development will include 354 residential units ranging from approximately .25 to .75 acre lots with five cliff top estate lots. Sixty percent or 213 lots are considered high-density with approximately .25 acre lots. The medium-density lots account for 19 percent of the residential development with 67 units on lot sizes of .30-.40 acres. The low-density lots also account for 19 percent of the residential development with 69 units on lots of approximately .75 acres. The anticipated home values range from \$410,000 for high-density lots to \$640,000 for low-density lots. The cliff top estate lots are estimated at \$2,000,000.

The estimated unit values correspond with recent development within Washington County (the “County”), including the Coral Canyon and Entrada developments. **Table 1.1** includes a list of comparable home values within the County.

TABLE 1.1: COMPARABLE RESIDENTIAL VALUES

ADDRESS	SF	ACREAGE	SALE PRICE	2019 MARKET VALUE
ESTATE LOT COMPS				
2481 N Kiva Trail St. George, UT	1,564	1.13	\$2,850,000	\$1,651,300
1973 W Gray Hawk Cir St. George, UT	3,769	0.82	\$2,499,900	\$1,211,300
1500 E Split Rock #15 Ivins, UT	3,576	0.18	\$1,850,000	\$1,465,000
2549 W Singua Trail #47 St. George, UT	3,064	0.11	\$1,750,000	\$1,340,600
LOW TO HIGH DENSITY COMPS				
1731 N Firerock Cir Washington, UT	2,925	0.52	\$787,900	\$775,400
2174 N Territory Canyon Dr Washington, UT	3,103	0.38	\$534,900	\$504,400
1663 N Ranch View Dr. Washington, UT	2,300	0.31	\$469,000	\$431,900
1163 E High Ridge Dr Washington, UT	3,150	0.55	\$650,000	\$581,700
2104 S Corral Way Washington, UT	2,487	0.32	\$619,000	\$560,400
1731 N Firerock Cir Washington, UT	2,925	0.52	\$787,900	\$775,400

Table 1.2 includes a summary of the residential development within the JCR Development and the corresponding estimated taxable (assessed) value. As a resort community, many of the homes are assumed to be secondary. For purposes of this analysis, LYRB assumed 50 percent of the homes would be primary residences and be taxed at 55 percent of the market value. The remaining 50 percent are assumed to be secondary homes and taxed at 100 percent of the market value.

TABLE 1.2: RESIDENTIAL VALUE

DEVELOPMENT TYPE	# OF UNITS	VALUE PER UNIT	% PRIMARY	BUILDOUT ASSESSED VALUE
RESIDENTIAL UNITS				
17 Lot Low-Density	17	\$520,000	50%	\$6,851,000
49 Lot Medium-Density	49	\$550,000	50%	20,886,250
56 High-Density	56	\$460,000	50%	19,964,000

DEVELOPMENT TYPE	# OF UNITS	VALUE PER UNIT	% PRIMARY	BUILDOUT ASSESSED VALUE
49 Lot High-Density Hopi Haven	49	\$460,000	50%	\$17,468,500
5 Lot Cliff Top Estates	5	\$2,000,000	50%	7,750,000
80 Lot-High Density	80	\$490,000	50%	30,380,000
28 Lot High-Density	28	\$490,000	50%	10,633,000
19 Lot Low-Density	19	\$640,000	50%	9,424,000
18 Paiute Cove	18	\$510,000	50%	7,114,500
15 Lot Low-Density	15	\$610,000	50%	7,091,250
18 Lot Low-Density	18	\$610,000	50%	8,509,500
Total Residential	354			\$146,072,000

TAXABLE (ASSESSED) VALUATION AND GROSS SALES TAX RECEIPTS FOR LOG LODGE PROPERTIES

The JCR Development includes a resort lodge development with four buildings with a total of 180 units ranging from approximately 500 square feet (“SF”) to 1,000 SF. The total lodge development will include 137,672 SF. The developer anticipates the units will be sold as fractional units with 50 percent or 90 units in a nightly rental pool. Due to the unique and multifaceted uses of the lodges including nightly rental and fractional sales, several different appraisal methodologies may be applied in calculating the total assessed value including market approach and income approach. For the purposes of this analysis, a value of \$350 per SF is utilized to estimate the lodge value. This value could rise as the previously noted appraisal practices are implemented based on market data at the time of appraisal. No residential exemption is applied to the lodge units. **Table 1.3** details the estimated value for each lodge.

TABLE 1.3: LOG LODGES VALUE

DEVELOPMENT TYPE	UNITS	AVERAGE VALUE PER UNIT	TOTAL VALUE
LOG LODGES			
Lodge A	40	\$267,696	\$10,707,822
Lodge D	56	\$267,696	14,990,951
Lodge B	44	\$267,696	11,778,604
Lodge C	40	\$267,696	10,707,822
Total	180		\$48,185,200

The developer estimates an average daily rate (ADR) of \$250 for the nightly rentals. As visitation ebbs and flows through the year, the developer anticipates occupancy rates of 59 percent to 81 percent based on historic Washington County vacancy rates. At stabilization in Year 6, the developer anticipates gross annual rental revenues of \$6.1M as shown in **Table 1.4**.

TABLE 1.4: NIGHTLY RENTAL GROSS INCOME

STABILIZED NIGHTLY RENTAL (YEAR 6)	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar
Days per Quarter	91	92	91	90
Rooms Available	90	90	90	90
ADR	\$250	\$250	\$250	\$250
Occupancy	79%	81%	62%	78%
Quarterly Revenue	\$1,617,525	\$1,676,700	\$1,269,450	\$1,579,500
Annual Gross Revenue				\$6,143,175

TAXABLE (ASSESSED) VALUATION AND GROSS SALES TAX RECEIPTS FOR GOLF COURSE, RESTAURANT AND SPA

Adjoining the lodge complex is a golf course, a 5,000 SF golf pro shop, a 2,500 SF office, a 5,000 square-foot restaurant and a 2,500 SF spa. The golf course property value is estimated at \$2,500,000 with the pro shop, restaurant and spa valued at \$3,750,000 based on a \$250 per SF value. At stabilization in Year 6, the developer anticipates 25,550 golf

rounds at \$40 per round resulting in annual revenue of \$1,022,000. Pro shop sales are estimated at \$127,750 annually with \$3,193,750 in restaurant sales assuming 350 customers daily and \$25 per meal.

TABLE 1.5: GOLF & RESTAURANT SALES

STABILIZED GROSS SALES (YEAR 6)	
Green Fees	\$1,022,000
Pro Shop	127,750
Restaurant	3,193,750
Total Gross Revenue	\$4,343,500

GROSS SALES TAX RECEIPTS RELATED TO VILLAGE OF MANY NATIONS

The VOMN will operate as a 501(C)3 and offer a variety of cultural experiences including overnight stays in a tipi, Hogan or Hopi house, walking tours, entertainment, dinner, etc. LYRB has implemented a 15 percent haircut on the total VOMN revenue assumed by the developer which accounts for potentially overly optimistic occupancy for the overnight accommodations and in light of the COVID-19 pandemic which has profoundly impacted the tourism industry. The haircut is not significant enough, however, to suggest the development will not be fully implemented in the coming years. The total haircut revenue projection is \$5.15M in Year 6.

TABLE 1.6: VOMN GROSS SALES

STABILIZED GROSS SALES (YEAR 6)	
20 Foot Tipi's Overnight Stays - 25 Total Tipi's - Sleeps up to 6	\$1,712,188
26 Foot Tipi Overnight Stays - 1 Tipi - Sleeps up to 10	146,000
Hogan Overnight Stays	456,250
Hopi House Overnight Stays	547,500
Walking Tours	547,500
Lunch Only	273,750
Tour and Lunch	985,200
Dinner Only	136,875
Evening Entertainment	54,750
Evening Entertainment and Dinner	109,500
Gift Shop	1,095,000
Total Gross Revenue	\$6,064,513
Total Gross with 15% Reduction	\$5,154,836

GROSS SALES TAX RECEIPTS RELATED TO SOUTHWEST SCIENCE FOUNDATION - SCIENCE CENTER AND RENAISSANCE CENTER

The Southwest Science Foundation - Science Center and Renaissance Center ("Science Center") will operate as a 501(C)3 and offer a variety of experiences including a planetarium. While under construction, visitors may visit the world's largest stagecoach and watch its construction. Similar to the VOMN, LYRB has implemented at 15 percent haircut on the developer projected gross sales for a total of \$3.3M in Year 6.

TABLE 1.7: SCIENCE CENTER GROSS SALES

STABILIZED GROSS SALES (YEAR 6)	
Stagecoach Construction Admission	\$182,500
Renaissance Center Admission	876,000
Planetarium Admission	383,250
Gift Shop	957,000
Cafeteria	365,000
Tram Ride	730,000

Observatory	365,000
Total Gross Revenue	\$3,858,750
Total Gross with 15% Reduction	\$3,279,938

TAXABLE (ASSESSED) VALUATION AND GROSS SALES TAX RECEIPTS RELATED TO GROCERY STORE

Upon completion of the stagecoach, the stagecoach and the structure in which it will be constructed will be lifted, by helicopter, to a cliff top at the south end of the JRC Development. The structure will be utilized as the “Renaissance Center” for Utah artists to display their work. After the stagecoach has been moved, the developer anticipates the construction of a grocery store on the site. The store will be approximately 20,000 SF and is anticipated to generate \$100,000 in gross sales weekly resulting in annual revenues of \$5,200,000.

TABLE 1.8: GROCERY STORE SALES

GROSS SALES (YEAR 6)	
Grocery Store	\$5,200,000
Total Gross Revenue	\$5,200,000

TAXABLE (ASSESSED) VALUATIONS AND GROSS SALES TAX RECEIPTS SUMMARY FOR OVERALL JCR DEVELOPMENT

The current assessed value of Apple Value is \$87.8M. Based on the assumptions in this analysis, the JCR Development would add an additional \$204M of assessed value to the Town, more than doubling the assessed value as detailed in **Table 1.9**. **Table 1.10** illustrates the gross taxable sales resulting from the JCR Development.

TABLE 1.9: TOTAL ASSESSED VALUE OF JCR DEVELOPMENT

DEVELOPMENT TYPE	TOTAL VALUE
Residential	\$146,072,000
Lodges	48,185,200
Commercial	9,928,412
Total Assessed Value	\$204,185,612

TABLE 1.10: TOTAL GROSS TAXABLE SALES

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Golf /Pro Shop & Restaurant	-	\$4,343,500	\$4,701,544	\$5,190,885	\$5,731,156	\$6,986,247	\$148,785,307
VOMN	594,320	5,154,836	5,579,760	6,160,506	6,801,697	8,291,230	185,073,928
Grocery	-	5,200,000	5,628,647	6,214,481	6,861,290	8,363,874	166,557,559
Lodges	-	6,143,175	6,649,570	7,341,663	8,105,789	9,880,912	210,103,867
Science Center	-	3,279,938	3,550,310	3,919,829	4,327,808	5,275,574	110,954,022
Total	\$594,320	\$24,121,449	\$26,109,832	\$28,827,364	\$31,827,739	\$38,797,836	\$821,474,682

SECTION 2: TOWN OF APPLE VALLEY GENERAL FUND REVENUE

The JCR Development will bring additional revenue to the Town through sales tax, transient room tax, franchise fees, Class C road funds and property tax. LYRB utilized the value assumptions in **Section 1** to estimate property tax the JCR Development will generate. Further, LYRB projected to the total sales and transient room tax based on the projected gross sales discussed in **Section 1**. The franchise tax was estimated based on an energy cost per SF or unit. The Class C roads funds were projected based on approximately 2.4 miles of road which will be added to the Town by the JCR Development. **Table 2.1** summarizes the total revenue projected in Years 1, 6, 10, 20 and 30.

TABLE 2.1: APPLE VALLEY PROJECTED REVENUE

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Revenue							
Property Tax Revenue	\$9,021	\$204,848	\$258,476	\$305,155	\$323,421	\$322,409	\$7,876,515
Sales Tax	3,863	156,789	169,714	187,378	206,880	252,186	5,339,585
Transient Room	4,301	85,758	92,827	102,489	113,156	137,937	2,977,408
Franchise Tax	1,473	45,312	61,630	78,396	90,767	110,644	2,153,554
Class C Revenue	909	13,832	20,376	23,887	25,180	25,180	604,400
Total Revenue	\$19,567	\$506,540	\$603,023	\$697,305	\$759,405	\$848,356	\$18,951,463

PROPERTY TAX

The Town's 2020 property tax rate is .001579. This rate is applied to the total assumed value of the JCR Development. As described in **Section 1**, the residential properties are assumed to be 50 percent primary residential. The primary residential units receive a 45 percent tax reduction. For the remaining 50 percent of residential property, the property taxes are assessed at 100 percent of the market value. The golf pro shop and restaurant assessed values assume personal property at 15 percent of the total building values. This personal property is depreciated over time based the Utah State Tax Commission's' Class 5: Long Life Trade Fixtures schedule. LYRB assumed the assets would depreciate over 17 years prior to repurchase. No property tax was assumed for the VOMN or the Science Center, as both are intended to operate as 501(C)3 tax exempt entities. LYRB assumed a constant tax rate and no appreciation based on the adjustments of the certified tax rate which was established to maintain budget neutrality. In the event the Town held a Truth-in-Taxation hearing, the projected property tax revenue would increase.

SALES TAX

The Town currently collects a one percent State Sales and Use Tax. This tax is distributed based on a formula with 50 percent allocated to the point of sale and the remaining 50 percent being distributed on a percent of population basis. For the purposes of this analysis, the sales tax is calculated based on a blended total of 0.65 percent to account for the 50 percent point and sale and a general estimate of 15 percent allocated to the Town based on population. The 0.65 tax was applied to the gross revenues generated by the VOMN, golf course, pro shop and restaurant, grocery store and Science Center, as well as the lodge overnight accommodation income. Beginning in Year 7, a two percent inflation factor is applied to the gross revenues.

TRANSIENT ROOM TAX

The Town currently collects a one percent Municipal Transient Room Tax on short-term overnight rentals. This tax is applied to the overnight accommodations associated with the VOMN (tipis, Hogan, Hopi House rental options). Further, the tax is applied to the log loges which are projected to include 90 units in the nightly rental pool. Beginning in Year 7, a two percent inflation factor is applied to the gross nightly rental revenues.

FRANCHISE TAX

The Town currently collects a six percent Municipal Energy Tax on the cost of gas and electric energy. This tax applies to the entire development, including the tax-exempt properties. The electricity component is estimated based on cost per unit annually for the lodges (\$705 per suite), and residential units (\$1,274 per unit) and a cost per SF (\$0.082 per

kWh) for the store, restaurant/retail and recreation components. Likewise, the natural gas component is estimated based on a per unit cost for the residential units (\$61 per units) and lodges (\$28 per suite), and on a per SF cost (\$5.65 per Dth) for the store, restaurant/retail and recreation components. A two percent inflation factors is applied to these rates. **Table 2.2** illustrates the total energy cost used to calculate the franchise tax.

TABLE 2.2: ENERGY COST

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Energy	\$19,187	\$644,849	\$859,588	\$1,081,980	\$1,248,663	\$1,522,113	\$29,742,101
Gas	\$5,358	\$110,351	\$167,584	\$224,627	\$264,114	\$321,954	\$6,150,466

CLASS C ROAD FUNDS

The Class C road funds are distributed by the Utah Department of Transportation based on a formula wherein 50 percent is distributed based on lane miles and 50 percent is distributed based on population. Lane miles are weighted depending on the road material. A weighting of five is applied to paved roads. The developer anticipates adding 2.4 miles of paved road to the Town. The resulting weighted lane mile equivalent is 12. The addition of paved miles is calculated incrementally following the absorption timing of the JCR Development. The population component is estimated based on a per capita distribution applied to the new residents the development will bring. The Town's estimated people per household is 3.26. Assuming half of the homes are primary residents, the development could produce a total of 577 new residents at buildout. The population component of the Class C road funds is calculated based on the incremental increase in population as the development occurs. **Table 2.3** illustrates the calculated Class C road funds.

TABLE 2.3: CLASS C ROAD FUNDS

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Class C Road Funds	\$903	\$13,695	\$20,376	\$23,887	\$25,180	\$25,180	\$603,959

SECTION 3: TOWN OF APPLE VALLEY GENERAL FUND EXPENSE

The JCR Development creates a burden on the Town’s general government, public safety, public works and parks and recreation services. In evaluating the benefits of development, it is important to ensure the costs do not outweigh the benefit. LYRB evaluated the costs of providing the aforementioned services through a variety of methodologies described below. **Table 3.1** summarizes the total expense projected in Years 1, 6, 10, 15, 20 and 30.

TABLE 3.1: APPLE VALLEY PROJECTED EXPENSE

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
EXPENSE							
General Government	(\$3,485)	(\$87,373)	(\$119,335)	(\$155,549)	(\$182,020)	(\$221,186)	(\$4,301,110)
Public Safety	-	(77,394)	(173,011)	(198,149)	(219,499)	(269,475)	(5,504,313)
Public Works	(3,137)	(78,636)	(107,401)	(139,995)	(163,818)	(199,068)	(3,870,999)
Parks & Cemetery	(372)	(9,320)	(12,729)	(16,592)	(19,415)	(23,593)	(458,785)
Total Expense	(\$6,993)	(\$252,723)	(\$412,476)	(\$510,285)	(\$584,752)	(\$713,322)	(\$14,135,207)

GENERAL GOVERNMENT

The Town’s general government expense is estimated on a cost per assessed value basis. As new value is added to the development, general government expenditures will increase. The Town’s 2020 budget includes \$259,000, however, not all of the expense will increase based on development. LYRB excluded the council, engineering and legal fees as those services are not anticipated to increase with new development. The building inspector cost is also excluded from this analysis based on the assumption the cost of such services will be paid for through building permit fees collected as development occurs. The cost of general government expense is anticipated to increase proportionally as development occurs. A two percent inflation factor is applied to the expenses.

PUBLIC SAFETY

The public safety expenditures are based on assumptions related to additional new police officers and firefighters to service the Town. The Town currently contracts with Washington County for approximately 6 hours of service weekly. The total contract cost is \$15,000. This analysis assumes the equivalent of a part-time police officer will be hired in Year 2 and Year 7 once development begins. The expense of a patrol car is included in Year 7 with an assumed pay-off and repurchase after 7 years. Likewise, the equivalent of a part-time firefighter is included in Year 2 and Year 7 with the additional purchase of a brush truck in Year 12. A two percent inflation factor is applied to the expenses.

PUBLIC WORKS

An estimate of the public works expenditure is calculated on a cost per assessed value basis. The Town’s streets budget is utilized excluding the principal and interest for the road and public works outstanding debt. This analysis includes an additional \$45,000 expense for solid waste/sanitation which is included incrementally as development occurs. A two percent inflation factor is applied to the expenses.

PARKS AND CEMETERY

The parks and cemetery expense is calculated on a cost per assessed value basis. The JCR Development includes a park on a four-acre parcel which will require ongoing maintenance by the Town. The Town’s 2020 park budget included \$15,000 for capital outlay for new park restrooms. The total park budget of \$16,000 was projected as an ongoing expense in order to fully account for the newly contemplated park. A two percent inflation factor is applied to the expenses.

SECTION 4: PUBLIC INFRASTRUCTURE AND FINANCING

The JCR Development will require approximately \$15.7 million of public infrastructure in order to bring the development to fruition. The infrastructure includes water rights, water tanks, roads, a sewer treatment plant, landscaping/monuments and landscaping on roundabouts and a park. The proposed infrastructure elements are detailed in **Table 4.1**.

TABLE 4.1: PUBLIC INFRASTRUCTURE

PUBLIC INFRASTRUCTURE	
Water Rights	\$1,840,000
Water Tank	400,000
Water Tank	1,375,000
Entry Road	2,175,000
Entry Road	3,375,000
AV Drive	1,680,000
Sewer Treatment Plant	880,000
"WOW" Factor (Monumentation around, inside, and near roundabouts)	1,500,000
Town Park	500,000
Public Infrastructure Land Value	540,000
Contingency @ 10%	1,425,000
TOTAL Public Infrastructure Costs	\$15,690,000

An existing natural gas line runs from Hurricane to Hilldale. The developer plans to connect into this line to allow for natural gas within the JCR Development. The Town would also be able to connect into this line. The proposed sewer recycling plant will only have capacity to service the JCR Development. Another development venture is contemplating running a wastewater line to Hilldale and undertaking a larger sewer treatment plan. In the event this option materializes, the JCR developer may negotiate with other development parties and the Town to address alternative wastewater infrastructure needs for the JCR Development. This alternative may open sewer services for the entire Town. The developer is also proposing a small water tank to accommodate the JCR Development. The developer further plans to install a 1 million-gallon water tank which would create excess capacity for the Town. The developer and Town will need to determine how this infrastructure could replace smaller existing tanks and provide additional capacity to the JCR Development, as well as the Town.

FINANCING ALTERNATIVES

This analysis considers four primary alternatives to finance the needed public infrastructure including **1) developer self-fund, 2) developer self-fund and seek reimbursement through fees, 3) Town fund through pledged revenues, and 4) creation of a Public Infrastructure District ("PID") and utilization of a tax levy on the JCR Development.** In the case of Alternative 1, the developer would be required to build appropriate fees into its development proforma to cover the public infrastructure costs. This additional expense may preclude the development from moving forward or may negatively impact the timing of the development. Alternative 2 may also prove difficult as fees would not be collected until development components are completed resulting in timing issues. While the benefit to the Town is positive as outlined in **Section 4**, the Town would be ill advised to pledge current revenues for a development of this nature under Alternative 3. Alternative 4 creates a viable option for the developer to ensure a PID has the authority to issue debt and a repayment source through a tax levy that would be imposed on the development. This alternative further places the cost of the public infrastructure on new development rather than burdening existing property owners with the expense.

PUBLIC INFRASTRUCTURE DISTRICTS (PIDs)

Senate Bill 228 in the 2019 General Session enabled cities and counties to create PIDs to finance public infrastructure for new development. Under a PID, infrastructure may be financed by issuing bonds repayable from property taxes or assessments on the property owners within the development. PIDs are formed similarly to other local districts except they require consent of 100 percent of the property owners and voters within the PID boundaries. The creation of a PID is at the discretion of the Town. In addition to special assessment and standard general obligation bonds, PIDs may issue limited tax bonds which are repaid from a limited ad valorem property tax not to exceed more than a tax levy of .0150 (or any lower limit established in the governing document or bond documents).

The certified tax rate was established to ensure revenue neutrality for taxing entities with the exception of new growth which increases property tax revenues. In the event a taxing entity desires to increase property tax revenue in a given year, it must go through a Truth-in-Taxation hearing and gain approval from the elected governing body to institute a tax increase. The PID tax levy operates in a unique manner as compared with the certified tax rate in that the tax levy is held constant and does not adjust to create revenue neutrality. This provides a robust revenue pledge to fund debt service.

JEPSON CANYON RESORT PUBLIC INFRASTRUCTURE DISTRICT (PID)

The Town may consider the formation of a Jepson Canyon Resort Public Infrastructure District (“PID”) for the purpose of financing public infrastructure related to the JCR Development. Based on the existing development assumptions outlined in **Sections 1 and 2**, a tax levy of .0075 (which is below the statutory limit of a tax levy of .0150) would produce **\$48.9 million** of future value tax revenue over 30 years. For the purposes of this analysis, LYRB assumed the monetization of the tax revenues to pay for the infrastructure costs through general obligation bonds secured by the PID tax levy. This analysis assumes the infrastructure will be funded in two tranches in line with infrastructure needs of the JCR Development through buildout.

The Series 2022 bond assumptions include a 27-year term, with a 6 percent interest rate. Three years of capitalized interest would be utilized to provide upfront revenue as the tax revenues increase through development absorption. A requirement of 1.2 times coverage is also required, as well as a debt service reserve fund. Based on the cost of issuance and aforementioned assumptions, a total principal amount of **\$8.8M** would be available in the construction fund to construct or repay costs for public infrastructure in the development.

TABLE 4.2: SERIES 2022 BOND SOURCES AND USES

Series 2022	
Sources	
Par Amount of Bonds	\$12,135,000.00
Uses	
Costs of Issuance	31,551.00
Deposit to Debt Service Reserve Fund (DSRF)	1,213,500.00
Deposit to Capitalized Interest (CIF) Fund	2,128,089.82
Deposit to Project Construction Fund	8,761,859.18
Total Uses	\$12,135,000.00

The Series 2032 bond assumptions include a 6 percent interest rate and 19-year term. One-to-one coverage is anticipated for this series of bonds, as well as a debt service reserve fund. A total principal amount of **\$9.9M** would be available for this issuance. The total principal in the collective Series 2022 and Series 2032 bonds is **\$18.6M**.

TABLE 4.3: BOND SOURCES AND USES

Series 2032	
Sources	
Par Amount of Bonds	\$11,015,000.00
Uses	
Costs of Issuance	28,639.00

Deposit to Debt Service Reserve Fund (DSRF)	1,101,500.00
Deposit to Project Construction Fund	9,884,861.00
Total Uses	\$11,015,000.00

LYRB recommends the creation of a PID as it would produce sufficient property tax revenue at a tax levy of .0075 to fund the public infrastructure in the two proposed tranches. **Table 4.4** illustrates the PID revenue and debt service associated with the proposed Series 2022 and 2032 bonds.

TABLE 4.4: JEPSON CANYON REPORT PID

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
PID							
PID Tax Rate	\$43,620	\$1,034,182	\$1,386,228	\$1,766,598	\$2,046,112	\$2,485,597	\$48,918,612
DEBT SERVICE							
Series 2022	-	(\$709,898)	(\$709,898)	(\$1,004,798)	(\$1,259,298)	-	(\$23,892,840)
Series 2032	-	-	-	(761,078)	(785,678)	(2,480,678)	(19,974,173)
Total Debt Service	-	(\$709,898)	(\$709,898)	(\$1,765,875)	(\$2,044,975)	(\$2,480,678)	(\$43,867,013)
Excess Revenue ¹	\$43,620	\$324,285	\$676,331	\$723	\$1,137	\$4,920	\$5,051,599

¹The design of the PID is to levy a tax rate on all properties within the PID sufficient to recoup the debt service related to the Series 2022 and 2032 bonds. The PID would not produce net revenues for the PID or for the Town of Apple Valley. For purposes of this analysis, LYRB has utilized a flat tax rate of .0075 even though it may create more tax revenue than is needed to service the bond.

The PID tax levy cannot be used for ongoing maintenance related to the public infrastructure improvement. Any tax revenues above the debt service requirement would reduce or accelerate the outstanding bond or decrease the annual tax levy. The Developer assumes a total cost of public infrastructure at **\$15.7M**. Upon further analysis, the PID levy may be adjusted to ensure the debt service matches the property tax revenues generated through the PID.

PUBLIC INFRASTRUCTURE MAINTENANCE

The public infrastructure contemplated in this analysis will be constructed by the developer and may be dedicated to the Town upon completion. A level of investment would be necessary for the Town to maintain the new public infrastructure in a state of good working condition. This analysis assumes the ongoing maintenance of the water tanks and sewer system (approximately \$4.5M) would be funded through user fees and thus not require support from the general fund revenues. This leaves approximately \$11.2M of public infrastructure which would require ongoing maintenance, repair and replacement and servicing in order to maintain the assets in a "State of Good Repair". Using the Town's current depreciation of existing capital assets within the general fund, a 0.5 percent annual expense is applied to \$11.2M of the proposed public infrastructure. A two percent annual inflation is added to this ongoing maintenance expense.

SECTION 5: TOWN OF APPLE VALLEY COST-BENEFIT

Based on the development assumptions utilized in this analysis, the JCR Development produces a net benefit to the Town of Apple Valley annually with \$2.7 million of cumulative net revenue projected over 30 years. This benefit includes consideration of projected revenues and expenses resulting from increased households and residents. An additional average annual maintenance cost of \$69,000 associated with the proposed infrastructure for the JCR Development is further contemplated as the Town may own the infrastructure related to the JCR Development and thus, be required to ensure ongoing maintenance. The absorption and timing of the development will impact the current projections. The development may provide additional benefit to the Town through sewer and natural gas lines which may expand services available to the Town residents.

TABLE 5.1: APPLE VALLEY COST-BENEFIT

	YEAR 1	YEAR 6	YEAR 10	YEAR 15	YEAR 20	YEAR 30	TOTAL
Revenue							
Property Tax	\$9,021	\$204,848	\$258,476	\$305,155	\$323,421	\$322,409	\$7,876,515
Sales Tax	3,863	156,789	169,714	187,378	206,880	252,186	5,339,585
Transient Room	4,301	85,758	92,827	102,489	113,156	137,937	2,977,408
Franchise Tax	1,473	45,312	61,630	78,396	90,767	110,644	2,153,554
Class C Revenue	909	13,832	20,376	23,887	25,180	25,180	604,400
TOTAL REVENUE	\$19,567	\$506,540	\$603,023	\$697,305	\$759,405	\$848,356	\$18,951,463
Expense							
General Government	(\$3,485)	(\$87,373)	(\$119,335)	(\$155,549)	(\$182,020)	(\$221,186)	(\$4,301,110)
Public Safety	-	(77,394)	(173,011)	(198,149)	(219,499)	(269,475)	(5,504,313)
Public Works	(3,137)	(78,636)	(107,401)	(139,995)	(163,818)	(199,068)	(3,870,999)
Parks & Cemetery	(372)	(9,320)	(12,729)	(16,592)	(19,415)	(23,593)	(458,785)
Total Expense	(\$6,993)	(\$252,723)	(\$412,476)	(\$510,285)	(\$584,752)	(\$713,322)	(\$14,135,207)
Net Operating	\$12,573	\$253,817	\$190,547	\$187,020	\$174,653	\$135,034	\$4,816,257
Capital Outlay							
Infrastructure Maintenance	-	(\$59,401)	(\$64,298)	(\$70,990)	(\$78,379)	(\$95,543)	(\$2,073,941)
Contribution to Fund Balance	\$12,573	\$194,416	\$126,249	\$116,030	\$96,274	\$39,491	\$2,742,315

APPENDIX A: PRO FORMA

Apple Valley Town, UT Jepson Canyon Resort

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total		
Revenue																																	
Property Tax																																	
Residential	\$9,021	\$19,925	\$40,465	\$61,095	\$83,494	\$108,800	\$120,855	\$137,510	\$153,418	\$166,194	\$178,370	\$189,457	\$198,219	\$205,855	\$213,491	\$220,454	\$224,052	\$227,650	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$230,648	\$5,326,098
Lodge A	-	18,337	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	491,751
Lodge D	-	-	-	-	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	16,908	439,599
Lodge B	-	-	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	23,671	662,780	
Lodge C	-	-	-	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	18,598	502,157	
Restaurant/Golf Course/Pro Shop	-	13,160	11,290	11,157	11,009	10,846	10,713	10,564	10,387	10,224	10,046	10,046	10,046	10,046	10,046	10,046	9,869	11,290	11,157	11,009	10,846	10,713	10,564	10,387	10,224	10,046	10,046	10,046	10,046	10,046	10,046	305,916	
Store	-	-	-	-	-	9,118	6,218	6,144	6,063	5,973	5,900	5,818	5,720	5,631	5,533	5,533	5,533	5,533	5,533	5,533	5,533	5,533	5,435	6,218	6,144	6,063	5,973	5,900	5,818	5,720	5,631	148,214	
Property Tax Revenue	\$9,021	\$51,421	\$92,333	\$131,429	\$170,587	\$204,848	\$213,870	\$230,303	\$245,952	\$258,476	\$270,401	\$281,406	\$290,070	\$297,616	\$305,155	\$312,118	\$315,715	\$319,135	\$323,555	\$323,421	\$323,273	\$323,013	\$323,662	\$323,441	\$323,182	\$322,929	\$322,678	\$322,597	\$322,499	\$322,409	\$7,876,515		
Sales Tax																																	
VOMN	\$3,863	\$25,377	\$33,506	\$33,506	\$33,506	\$33,506	\$34,177	\$34,860	\$35,557	\$36,268	\$36,994	\$37,734	\$38,488	\$39,258	\$40,043	\$40,844	\$41,661	\$42,494	\$43,344	\$44,211	\$45,095	\$45,997	\$46,917	\$47,855	\$48,813	\$49,789	\$50,785	\$51,800	\$52,836	\$53,893	\$1,202,981		
WSF	-	604	6,342	13,888	17,494	21,320	21,746	22,181	22,625	23,077	23,539	24,009	24,490	24,979	25,479	25,988	26,508	27,038	27,579	28,131	28,693	29,267	29,853	30,450	31,059	31,680	32,313	32,960	33,619	34,291	721,201		
Restaurant/Golf Course/Pro Shop	-	2,302	16,133	20,166	24,200	28,233	28,797	29,373	29,961	30,560	31,171	31,795	32,431	33,079	33,741	34,416	35,104	35,806	36,522	37,253	37,998	38,758	39,533	40,323	41,130	41,952	42,791	43,647	44,520	45,411	967,104		
Grocery Store	-	-	-	-	-	33,800	34,476	35,166	35,869	36,586	37,318	38,064	38,826	39,602	40,394	41,202	42,026	42,867	43,724	44,598	45,490	46,400	47,328	48,275	49,240	50,225	51,230	52,254	53,299	54,365	1,082,624		
Log Lodge	-	1,726	16,692	30,838	37,430	39,931	40,729	41,544	42,375	43,222	44,087	44,968	45,868	46,785	47,721	48,675	49,649	50,642	51,655	52,688	53,741	54,816	55,913	57,031	58,171	59,335	60,522	61,732	62,967	64,226	1,365,675		
Sales Tax	\$3,863	\$30,009	\$72,673	\$98,398	\$112,630	\$156,789	\$159,925	\$163,124	\$166,386	\$169,714	\$173,108	\$176,570	\$180,102	\$183,704	\$187,378	\$191,125	\$194,948	\$198,847	\$202,824	\$206,880	\$211,018	\$215,238	\$219,543	\$223,934	\$228,413	\$232,981	\$237,640	\$242,393	\$247,241	\$252,186	\$5,339,585		
Transient Room Tax																																	
VOMN	\$4,301	\$19,905	\$24,326	\$24,326	\$24,326	\$24,326	\$24,813	\$25,309	\$25,815	\$26,332	\$26,858	\$27,396	\$27,943	\$28,502	\$29,072	\$29,654	\$30,247	\$30,852	\$31,469	\$32,098	\$32,740	\$33,395	\$34,063	\$34,744	\$35,439	\$36,148	\$36,871	\$37,608	\$38,360	\$39,128	\$876,370		
Log Lodge	-	2,655	25,679	47,443	57,584	61,432	62,660	63,914	65,192	66,496	67,826	69,182	70,566	71,977	73,417	74,885	76,383	77,910	79,469	81,058	82,679	84,333	86,019	87,740	89,494	91,284	93,110	94,972	96,872	98,809	2,101,039		
Transient Room	\$4,301	\$22,560	\$50,006	\$71,769	\$81,911	\$85,758	\$87,473	\$89,223	\$91,007	\$92,827	\$94,684	\$96,578	\$98,509	\$100,479	\$102,489	\$104,539	\$106,630	\$108,762	\$110,937	\$113,156	\$115,419	\$117,728	\$120,082	\$122,484	\$124,934	\$127,432	\$129,981	\$132,580	\$135,232	\$137,937	\$2,977,408		
Franchise Fee Revenue																																	
Electric	\$1,151	\$9,057	\$13,623	\$18,314	\$23,342	\$38,691	\$42,152	\$45,370	\$48,607	\$51,575	\$54,546	\$57,417	\$59,977	\$62,411	\$64,919	\$67,395	\$69,938	\$71,454	\$73,451	\$74,920	\$76,418	\$77,947	\$79,505	\$81,096	\$82,717	\$84,372	\$86,059	\$87,780	\$89,536	\$91,327	\$1,784,526		
Gas	321	1,531	2,749	4,024	5,404	6,621	7,554	8,413	9,275	10,055	10,834	11,581	12,233	12,846	13,478	14,098	14,575	15,066	15,536	15,847	16,164	16,487	16,817	17,153	17,496	17,846	18,203	18,567	18,938	19,317	369,028		
Franchise Tax	\$1,473	\$10,588	\$16,372	\$22,338	\$28,745	\$45,312	\$49,706	\$53,783	\$57,882	\$61,630	\$65,380	\$68,997	\$72,210	\$75,257	\$78,396	\$81,493	\$83,973	\$86,519	\$88,987	\$90,767	\$92,582	\$94,434	\$96,322	\$98,249	\$100,214	\$102,218	\$104,262	\$106,348	\$108,474	\$110,644	\$2,153,554		
Class C Revenue																																	
Class C Revenue	\$909	\$3,142	\$5,555	\$8,184	\$10,999	\$13,832	\$15,526	\$17,289	\$18,978	\$20,376	\$21,300	\$22,131	\$22,778	\$23,332	\$23,887	\$24,395	\$24,672	\$24,949	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$25,180	\$604,400	
Class C Revenue	909	3,142	5,555	8,184	10,999	13,832	15,526	17,289	18,978	20,376	21,300	22,131	22,778	23,332	23,887	24,395	24,672	24,949	25,180	25,180	25,180	25,180	25,180	25,180	25,180	25,180	25,180	25,180	25,180	25,180	25,180	604,400	
Total Revenue	\$19,567	\$117,720	\$236,939	\$332,118	\$404,872	\$506,540	\$526,500	\$553,721	\$580,206	\$603,023	\$624,872	\$645,683	\$663,669	\$680,389	\$697,305	\$713,669	\$725,938	\$738,213	\$751,483	\$759,405	\$767,473	\$775,593	\$784,790	\$793,288	\$801,922	\$810,741	\$819,742	\$829,098	\$838,627	\$848,356	\$18,951,463		
Expense																																	
General Government Services	(\$3,485)	(\$20,262)	(\$37,111)	(\$53,881)	(\$71,333)	(\$87,373)	(\$93,046)	(\$102,199)	(\$111,327)	(\$119,335)	(\$127,337)	(\$135,170)	(\$142,119)	(\$148,732)	(\$155,549)	(\$162,281)	(\$167,434)	(\$172,633)	(\$178,524)	(\$182,020)	(\$185,575)	(\$189,134)	(\$193,305)	(\$197,036)	(\$200,815)	(\$204,672)	(\$208,603)	(\$212,721)	(\$216,910)	(\$221,186)	(\$4,301,110)		
Public Safety Services	-	(71,500)	(72,930)	(74,389)	(75,876)	(77,394)	(162,884)	(166,191)	(169,567)	(173,011)	(176,526)	(180,119)	(183,799)	(187,479)	(191,159)	(194,839)	(198,519)	(202,204)	(205,889)	(209,574)	(213,259)	(216,944)	(220,629)	(224,314)	(228,000)	(231,685)	(235,370)	(239,055)	(242,740)	(246,425)	(250,110)	(5,504,313)	
Public Works Services	(3,137)	(18,236)	(33,400)	(48,493)	(64,200)	(78,636)	(83,741)	(91,979)	(100,194)	(107,401)	(114,604)	(121,853)	(129,102)	(136,351)	(143,600)	(150,849)	(158,098)	(165,347)	(172,596)	(179,845)	(187,094)	(194,343)	(201,592)	(208,841)	(216,090)	(223,339)	(230,588)	(237,837)	(245,086)	(252,335)	(3,870,999)		
Parks & Recreation	(372)	(2,161)	(3,959)	(5,747)	(7,609)	(9,320)	(9,925)	(10,901)	(11,875)	(12,729)	(13,583)	(14,418)	(15,159)	(15,865)	(16,592)	(17,310)	(17,860)	(18,414)	(18,973)	(19,537)	(20,106)	(20,680)	(21,259)	(21,843)	(22,432)	(23,026)	(23,625)	(24,229)	(24,838)	(25,452)	(458,785)		
Total Expense	(\$6,993)	(\$112,160)	(\$147,400)	(\$182,510)	(\$219,019)	(\$252,723)	(\$349,595)	(\$371,271)	(\$392,962)	(\$412,476)	(\$432,049)	(\$457,604)	(\$475,395)	(\$492,595)	(\$510,285)	(\$527,887)	(\$542,409)	(\$557,110)	(\$573,289)	(\$584,752)	(\$596,429)	(\$608,209)	(\$621,313)	(\$633,635)	(\$646,157)	(\$658,936)	(\$671,971)	(\$685,490)	(\$699,261)	(\$713,322)	(\$14,135,207)		
Net Operating Revenue (Expense)	\$12,573	\$5,560	\$89,540	\$149,608	\$185,854	\$253,817	\$176,905	\$182,450	\$187,244	\$190,547	\$192,823	\$188,078	\$188,274	\$187,794	\$187,020	\$185,782	\$183,529	\$181,104	\$178,195	\$174,653	\$171,044	\$167,384	\$163,477	\$159,652	\$155,765	\$151,805	\$147,771	\$143,608	\$139,366	\$135,034	\$4,816,257		
Capital Outlay																																	
Jepson Canyon Public Infrastructure Maintenance	-	-	(\$55,975)	(\$57,095)	(\$58,236)	(\$59,401)	(\$60,589)	(\$61,801)																									

APPENDIX B: ABSORPTION & VALUE

ABSORPTION

Product	Commercial SF	Units	Sale Value	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	
17 Lot Low-Density Park		17	\$520,000					2	4	2	2	2	2	2	1																			
49 Lot Medium-Density		49	\$550,000						2	2	4	4	4	4	6	6	6	6	5															
56 High-Density Grocery Store	20,000	1	\$3,442,000			5	9	5	5	5	5	5	5	5	5	2																		
49 Lot High-Density Hopi Haven		49	\$460,000	-	12	14	11	7	5																									
5 Lot Cliff Top Estates		5	\$2,000,000			3	2																											
Stagecoach 501(c)3 Observatory 501(c)3	2,000			1																														
Public Road																																		
Public Road																																		
80 Lot High-Density		80	\$490,000						3	6	6	6	6	6	6	6	6	6	6	6	6	6	5											
28 Lot High-Density		28	\$490,000				1	4	4	4	4	4	4	3																				
19 Lot Low-Density		19	\$640,000					3	4	4	4	4																						
Golf Course/Pro Shop/Spa/ Resta	15,000	1	\$6,250,000		1																													
Open Space																																		
Open Space																																		
18 Paiute Cove		18	\$510,000	13	5	-	-	-	-																									
Science Center 501 (c) 3	39,000					1																												
Log Lodge A		40	\$267,696		40																													
Log Lodge D		56	\$267,696			56																												
Log Lodge B		44	\$267,696				44																											
Log Lodge C		40	\$267,696					40																										
VOMN	17,000			1																														
Public Road																																		
15 Lot Low-Density		15	\$610,000					5	4	5	1																							
18 Lot Low-Density		18	\$610,000				5	6	5	2																								

PROPERTY VALUE

Apple Valley

Property Value Summary - No Appreciation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	
Residential	\$5,713,250	\$12,618,500	\$25,627,000	\$38,692,500	\$52,877,750	\$68,904,250	\$76,539,000	\$87,086,750	\$97,161,750	\$105,252,750	\$112,964,000	\$119,985,500	\$125,534,500	\$130,370,500	\$135,206,500	\$139,616,250	\$141,894,750	\$144,173,250	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000	\$146,072,000
Lodge A	-	11,612,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822
Lodge D	-	-	-	-	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822	10,707,822
Lodge B	-	-	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951	14,990,951
Lodge C	-	-	-	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604	11,778,604
Restaurant/Golf Course/Pro Shop	-	8,334,400	7,150,000	7,065,625	6,971,875	6,868,750	6,784,375	6,690,625	6,578,125	6,475,000	6,362,500	6,362,500	6,362,500	6,362,500	6,362,500	6,362,500	6,362,500	6,250,000	7,150,000	7,065,625	6,971,875	6,868,750	6,784,375	6,690,625	6,578,125	6,475,000	6,362,500	6,362,500	6,362,500	6,362,500	6,362,500
Store	-	-	-	-	-	5,774,800	3,937,648	3,891,181	3,839,551	3,782,758	3,736,291	3,684,661	3,622,705	3,565,912	3,503,956	3,503,956	3,503,956	3,503,956	3,503,956	3,503,956	3,503,956	3,503,956	3,442,000	3,937,648	3,891,181	3,839,551	3,782,758	3,736,291	3,684,661	3,622,705	3,565,912
Total Value	\$5,713,250	\$32,565,722	\$58,475,773	\$83,235,503	\$108,034,825	\$129,733,000	\$135,446,223	\$145,853,756	\$155,764,626	\$163,695,708	\$171,247,991	\$178,217,861	\$183,704,905	\$188,484,112	\$193,258,156	\$197,667,906	\$199,946,406	\$202,112,406	\$204,911,156	\$204,826,781	\$204,733,031	\$204,567,950	\$204,979,223	\$204,839,006	\$204,674,876	\$204,514,958	\$204,355,991	\$204,304,361	\$204,242,405	\$204,185,612	

Jepson Canyon PID

Property Value Summary - Appreciation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Residential	\$5,816,015	\$12,951,170	\$26,422,644	\$40,219,847	\$55,417,259	\$72,774,694	\$82,017,633	\$94,416,690	\$106,581,524	\$116,965,974	\$127,170,769	\$136,876,114	\$145,273,617	\$153,111,809	\$161,106,765	\$168,826,845	\$174,527,452	\$180,342,071	\$185,885,638	\$189,603,351	\$193,395,418	\$197,263,326	\$201,208,592	\$205,232,764	\$209,337,420	\$213,524,168	\$217,794,651	\$222,150,544	\$226,593,555	\$231,125,426
Lodge A	-	11,826,979	11,140,418	11,363,227	11,590,491	11,822,301	12,058,747	12,299,922	12,545,920	12,796,839	13,052,776	13,313,831	13,580,108	13,851,710	14,128,744	14,411,319	14,699,545	14,993,536	15,293,407	15,599,275	15,911,261	16,229,486	16,554,075	16,885,157	17,222,860	17,567,317	17,918,664	18,277,037	18,642,578	19,015,429
Lodge D	-	-	-	-	10,921,979	11,140,418	11,363,227	11,590,491	11,822,301	12,058,747	12,299,922	12,545,920	12,796,839	13,052,776	13,313,831	13,580,108	13,851,710	14,128,744	14,411,319	14,699,545	14,993,536	15,293,407	15,599,275	15,911,261	16,229,486	16,554,075	16,885,157	17,222,860	17,567,317	17,918,664
Lodge B	-	-	15,290,770	15,596,586	15,908,517	16,226,688	16,551,221	16,882,246	17,219,891	17,564,288	17,915,574	18,273,886	18,639,363	19,012,151	19,392,394	19,780,242	20,175,846	20,579,363	20,990,951	21,410,770	21,838,985	22,275,765	22,721,280	23,175,706	23,639,220	24,112,004	24,594,244	25,086,129	25,587,852	26,099,609
Lodge C	-	-	-	12,014,177	12,254,460	12,499,549	12,749,540	13,004,531	13,264,622	13,529,914	13,800,512	14,076,523	14,358,053	14,645,214	14,938,118	15,236,881	15,541,618	15,852,451	16,169,500	16,492,890	16,822,748	17,159,203	17,502,387							

APPENDIX C: GROSS TAXABLE SALES

GROSS TAXABLE SALES

Village of Many Nations - Lodging

2.00%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total
20' Tipi	\$345,000	\$1,369,750	\$1,712,188	\$1,712,188	\$1,712,188	\$1,712,188	\$1,746,432	\$1,781,360	\$1,816,988	\$1,853,327	\$1,890,394	\$1,928,202	\$1,966,766	\$2,006,101	\$2,046,223	\$2,087,148	\$2,128,891	\$2,171,468	\$2,214,898	\$2,259,196	\$2,304,380	\$2,350,467	\$2,397,477	\$2,445,426	\$2,494,335	\$2,544,221	\$2,595,106	\$2,647,008	\$2,699,948	\$2,753,947	\$61,693,209
26' Tipi	36,800	146,000	146,000	146,000	146,000	146,000	148,920	151,898	154,936	158,035	161,196	164,420	167,708	171,062	174,484	177,973	181,533	185,163	188,867	192,644	196,497	200,427	204,435	208,524	212,694	216,948	221,287	225,713	230,227	234,832	5,297,224
Hogan	69,000	388,000	456,250	456,250	456,250	456,250	465,375	474,683	484,176	493,860	503,737	513,812	524,088	534,570	545,261	556,166	567,290	578,635	590,208	602,012	614,052	626,333	638,860	651,637	664,670	677,963	691,623	705,653	719,960	734,549	16,439,574
Hopi House	55,200	438,000	547,500	547,500	547,500	547,500	558,450	569,619	581,011	592,632	604,484	616,574	628,905	641,484	654,313	667,399	680,747	694,362	708,250	722,415	736,863	751,600	766,632	781,965	797,604	813,556	829,827	846,424	863,352	880,619	19,672,289
Walking tours	55,200	410,700	547,500	547,500	547,500	547,500	558,450	569,619	581,011	592,632	604,484	616,574	628,905	641,484	654,313	667,399	680,747	694,362	708,250	722,415	736,863	751,600	766,632	781,965	797,604	813,556	829,827	846,424	863,352	880,619	19,644,989
Lunch	27,600	205,350	273,750	273,750	273,750	273,750	279,225	284,810	290,506	296,316	302,242	308,287	314,453	320,742	327,157	333,700	340,374	347,181	354,125	361,207	368,431	375,800	383,316	390,982	398,802	406,778	414,944	423,212	431,676	440,310	9,822,495
Tour and Lunch	55,200	547,200	985,200	985,200	985,200	985,200	1,004,904	1,025,002	1,045,502	1,066,412	1,087,740	1,109,495	1,131,685	1,154,319	1,177,405	1,200,953	1,224,972	1,249,472	1,274,461	1,299,950	1,325,949	1,352,468	1,379,518	1,407,108	1,435,250	1,463,965	1,493,234	1,523,099	1,553,561	1,584,632	35,114,251
Dinner	13,800	102,675	136,875	136,875	136,875	136,875	139,613	142,405	145,253	148,158	151,121	154,143	157,226	160,371	163,578	166,850	170,187	173,591	177,062	180,604	184,216	187,900	191,668	195,491	199,401	203,389	207,457	211,606	215,838	220,155	4,911,247
Evening Entertainment	13,800	54,750	54,750	54,750	54,750	54,750	55,845	56,962	58,101	59,263	60,448	61,657	62,891	64,148	65,431	66,740	68,075	69,436	70,825	72,241	73,683	75,160	76,663	78,196	79,760	81,366	82,983	84,642	86,335	88,062	1,986,459
Evening Entertainment and Dinner	27,600	109,500	109,500	109,500	109,500	109,500	111,690	113,924	116,202	118,526	120,897	123,315	125,781	128,297	130,863	133,480	136,149	138,872	141,650	144,483	147,373	150,320	153,326	156,393	159,521	162,711	165,965	169,285	172,670	176,124	3,972,918
Gift Shop	-	821,200	1,095,000	1,095,000	1,095,000	1,095,000	1,116,900	1,139,238	1,162,023	1,185,263	1,208,968	1,233,148	1,257,811	1,282,967	1,308,626	1,334,799	1,361,495	1,388,725	1,416,499	1,444,829	1,473,726	1,503,200	1,533,264	1,563,930	1,595,208	1,627,112	1,659,655	1,692,848	1,726,705	1,761,239	39,179,378
Total	\$699,200	\$4,593,125	\$6,064,513	\$6,064,513	\$6,064,513	\$6,064,513	\$6,185,803	\$6,309,519	\$6,435,710	\$6,564,424	\$6,696,712	\$6,832,627	\$6,969,219	\$7,105,544	\$7,247,654	\$7,392,608	\$7,540,460	\$7,691,269	\$7,845,094	\$8,001,996	\$8,162,036	\$8,325,277	\$8,491,782	\$8,661,618	\$8,834,850	\$9,011,547	\$9,191,778	\$9,375,614	\$9,563,126	\$9,754,389	\$217,734,033
15% Reduction	\$594,320	\$3,904,156	\$5,154,836	\$5,154,836	\$5,154,836	\$5,154,836	\$5,257,933	\$5,363,091	\$5,470,353	\$5,579,760	\$5,691,356	\$5,805,183	\$5,921,286	\$6,039,712	\$6,160,506	\$6,283,716	\$6,409,391	\$6,537,579	\$6,668,330	\$6,801,697	\$6,937,731	\$7,076,485	\$7,218,015	\$7,362,375	\$7,509,623	\$7,659,815	\$7,813,012	\$7,969,272	\$8,128,657	\$8,291,230	\$185,073,928

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total	
Sales Tax	0.65%	\$3,863	\$25,377	\$33,506	\$33,506	\$33,506	\$33,506	\$34,860	\$36,557	\$36,268	\$36,994	\$37,734	\$38,488	\$39,258	\$40,043	\$40,844	\$41,661	\$42,494	\$43,344	\$44,211	\$45,095	\$45,997	\$46,917	\$47,855	\$48,813	\$49,789	\$50,785	\$51,800	\$52,836	\$53,893	\$1,202,981	
TRT	1.00%	4,301	19,905	24,326	24,326	24,326	24,326	24,813	25,309	25,815	26,332	26,858	27,396	27,943	28,502	29,072	29,654	30,247	30,852	31,469	32,098	32,740	33,395	34,063	34,744	35,439	36,148	36,871	37,608	38,360	39,128	876,370
Total		\$8,164	\$45,282	\$57,833	\$57,833	\$57,833	\$57,833	\$60,169	\$61,373	\$62,600	\$63,852	\$65,129	\$66,432	\$67,760	\$69,116	\$70,498	\$71,908	\$73,346	\$74,813	\$76,309	\$77,835	\$79,392	\$80,980	\$82,600	\$84,252	\$85,937	\$87,655	\$89,408	\$91,197	\$93,021	\$2,079,350	

Golf Course

2.00%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total
Golf Course Green Fees	\$0	\$110,400	\$584,000	\$730,000	\$876,000	\$1,022,000	\$1,042,440	\$1,063,289	\$1,084,555	\$1,106,246	\$1,128,371	\$1,150,938	\$1,173,957	\$1,197,436	\$1,221,385	\$1,245,812	\$1,270,729	\$1,296,143	\$1,322,066	\$1,348,507	\$1,375,477	\$1,402,987	\$1,431,047	\$1,459,668	\$1,488,861	\$1,518,638	\$1,549,011	\$1,579,991	\$1,611,591	\$1,643,823	\$35,035,366
Pro Shop Sales	-	13,800	73,000	91,250	109,500	127,750	130,305	132,911	135,569	138,281	141,046	143,867	146,745	149,679	152,673	155,727	158,841	162,018	165,258	168,563	171,935	175,373	178,881	182,458	186,108	189,830	193,626	197,499	201,449	205,478	4,379,421
Restaurant	-	230,000	1,825,000	2,281,250	2,737,500	3,193,750	3,257,625	3,322,778	3,389,233	3,457,018	3,526,158	3,596,681	3,668,615	3,741,987	3,816,827	3,893,163	3,971,027	4,050,447	4,131,456	4,214,085	4,298,367	4,384,334	4,472,021	4,561,461	4,652,691	4,745,744	4,840,659	4,937,473	5,036,222	5,136,946	109,370,520
Total	\$0	\$354,200	\$2,482,000	\$3,102,500	\$3,723,000	\$4,343,500	\$4,430,370	\$4,518,977	\$4,609,357	\$4,701,544	\$4,795,572	\$4,891,486	\$4,989,316	\$5,089,103	\$5,190,885	\$5,294,702	\$5,400,596	\$5,508,608	\$5,618,780	\$5,731,156	\$5,845,779	\$5,962,695	\$6,081,949	\$6,203,588	\$6,327,659	\$6,454,213	\$6,583,297	\$6,714,963	\$6,849,262	\$6,986,247	\$148,785,307

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total	
Sales Tax	0.65%	\$0	\$2,302	\$16,133	\$20,166	\$24,200	\$28,233	\$28,797	\$29,373	\$29,961	\$30,560	\$31,171	\$31,795	\$32,431	\$33,079	\$33,741	\$34,416	\$35,104	\$35,806	\$36,522	\$37,253	\$37,998	\$38,758	\$39,533	\$40,323	\$41,130	\$41,952	\$42,791	\$43,647	\$44,520	\$45,411	\$967,104

Grocery Store

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total
Store	\$0	\$0	\$0	\$0	\$0	\$5,200,000	\$5,304,000	\$5,410,080	\$5,518,282	\$5,628,647	\$5,741,220	\$5,856,045	\$5,973,165	\$6,092,629	\$6,214,481	\$6,338,771	\$6,465,546	\$6,594,857	\$6,726,754	\$6,861,290	\$6,998,515	\$7,138,486	\$7,281,255	\$7,426,880	\$7,575,418	\$7,726,926	\$7,881,465	\$8,039,094	\$8,199,876	\$8,363,874	\$166,557,559

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total
Sales Tax	0.65%	\$0	\$0	\$0	\$0	\$33,800	\$34,476	\$35,166	\$35,869	\$36,586	\$37,318	\$38,064	\$38,826	\$39,602	\$40,394	\$41,202	\$42,026	\$42,867	\$43,724	\$44,598	\$45,490	\$46,400	\$47,328	\$48,275	\$49,240	\$50,225	\$51,230	\$52,254	\$53,299	\$54,365	\$1,082,624

Log Lodges

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Total	
Sales Tax	0.65%	\$0	\$1,726	\$16,692	\$30,838	\$37,430	\$39,931	\$40,729	\$41,544	\$42,375	\$43,222	\$44,087	\$44,968	\$45,868	\$46,785	\$47,721	\$48,675	\$49,649	\$50,642	\$51,655	\$52,688	\$53,741	\$54,816	\$55,913	\$57,031	\$58,171	\$59,335	\$60,522	\$61,732	\$62,967	\$64,226	\$1,365,675
TRT	1.00%	-	2,655	25,679	47,443	57,584	61,4																									

**AMENDED PETITION FOR THE CREATION OF THREE PUBLIC
INFRASTRUCTURE DISTRICTS IN THE TOWN OF APPLE VALLEY, UTAH**

TO: **TOWN OF APPLE VALLEY**, a Utah municipal corporation

FROM: **LITTLE CREEK LAND COMPANY, LLC**, a Utah limited liability company;
and
JEPSON CANYON RESORT DEVELOPMENT CO., INC., a Utah
corporation (both referred to as the “*Petitioners*”)

DATE: **November 16, 2020**

This Petition is submitted in accordance with Title 17B, Chapter 2a, Part 12, Section 1204(1)(b) and Title 17B, Chapter 1, Part 2, Section 205(1), Utah Code Annotated 1953 (“*Utah Code*”).

Petitioners hereby petition and provide their consent for the creation of three public infrastructure districts (the “*Districts*”) pursuant to Title 17B, Chapter 2a, Part 12, Utah Code. The Districts are proposed to have the boundaries that are particularly described in **Exhibits A-1, A-2, and A-3** (hereafter the “*District Boundaries*”).

The Districts are being requested to finance and construct public infrastructure. District No. 1 is expected to acquire water rights and finance and/or construct a water tank, package sewer treatment plant, roads, utilities, sidewalks, round-a-bouts, and other public infrastructure serving the District. District No. 2 is expected to acquire water rights and finance and/or construct a water tank, roads, utilities, package sewer plant, and other public infrastructure serving the District. District No. 3 is expected to acquire water rights and finance and/or construct a park, package sewer plant, roads, utilities, and other public infrastructure serving the District.

The Petitioners request that the Districts should be given the independent authority, without seeking further consent from the Town of Apple Valley, to make any annexations or withdrawals within the total area that is included within each of the combined District Boundaries (hereafter the “*Development Area*”).

The Petitioners understand, acknowledge, and agree that each of the three Districts will be authorized under the Utah Code to levy a tax of up to fifteen (15) mills and to finance and/or construct infrastructure associated with residential and commercial development, including roads, sidewalks, sewer, water, and any other cost allowable under Title 11, Chapter 14, Section 103, Utah Code. The Petitioners further understand that the Districts may issue bonds and may exercise any other power authorized under Title 17B, Chapter 2a, Part 12, Utah Code, as may be amended from time to time.

In support of this Petition, Petitioners affirmatively represent, acknowledge, and certify the following matters:

1. This Petition contains the signatures of 100% of the surface property owners within the District Boundaries;
2. There are no registered voters within the District Boundaries;
3. The correct mailing address for each Petitioner is as follows:
 - a. **Little Creek Land Company, LLC**, 2059 N. Chetro Trail, St. George, UT 84770
 - b. **Jepson Canyon Resort Development Co., Inc.**, 2059 N. Chetro Trail, St. George, UT 84770
4. The Petitioners will not convey any interest in the real property included within the District Boundaries on or before the date the Districts are officially created.
5. Each individual who signs on behalf a business entity has authority to do so and to bind the business entity, and there is no legal impediment to the business entity's execution of this Petition;
6. The Petitioners petition, consent, and agree to the creation of three public infrastructure districts with the boundaries as described in **Exhibit A-1, A-2, and A-3**, and as shown on the maps provided as **Exhibit B-1, B-2, and B-3**;
7. The Petitioners consent and agree to allow each of the Districts to annex any real property within the Development Area in accordance with Title 17B, Chapter 2a, Section 1204(3)(a)(i)(B) in the discretion of the Districts, and without obtaining further consent from Town of Apple Valley;
8. Petitioners consent to a waiver of the entirety of the protest period described in Utah Code Section 17B-1-213 pursuant to Utah Code Section 17B-2a-1204(2)(b);
9. The Petitioners hereby designate the following individuals as sponsors for this Petition for the creation of the Districts:
 - a. **CONTACT SPONSOR**: Little Creek Land Company, LLC, c/o **Henry Isaksen, Jr.**, 2059 N. Chetro Trail, St. George, UT 84770, (435) 680-7500; and
 - b. **SPONSOR**: Jepson Canyon Resort Development Co., Inc., c/o **Henry Isaksen, Jr.**, 2059 N. Chetro Trail, St. George, UT 84770, (435) 680-7500.
10. The Petitioners hereby request that the initial board of each of the Districts be comprised of three board members.

11. The Petitioners hereby request that the initial board of each of the Districts be comprised only of the following individuals, who are being appointed as exclusive agents of the Petitioners to act as board members for the Districts:

Trustee No. 1: **HENRY ISAKSEN, JR.**
2059 N. Chettro Trail
St. George, UT 84770
(435) 680-7500

Trustee No. 2: **DAVID CALDER**
464 East 1050 South, #4
St. George, UT 84790
(435) 215-8154

Trustee No. 3: **KENT OHLSEN**
2205 South 2250 East
St. George, UT 84790
(770) 841-4879

12. This Petition may be signed electronically and executed in counterparts, all of which may be treated for all purposes as an original and shall constitute and be one and the same Petition.

Executed effective as of the date first set forth above.

Little Creek Land Company, LLC,
a Utah limited liability company

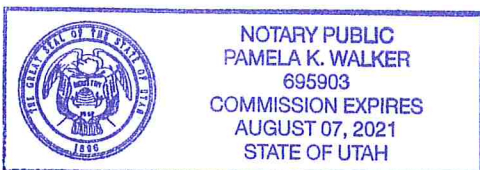


By: Henry Isaksen, Jr.

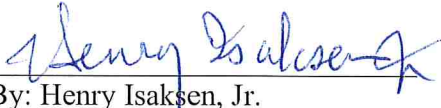
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16 day of November, 2020, by Henry Isaksen, Jr., the manager of Little Creek Land Company, LLC, who represented and acknowledged that he signed the same for and on behalf of Little Creek Land Company, LLC.



NOTARY PUBLIC

Jepson Canyon Resort Development Co., Inc.,
a Utah corporation


By: Henry Isaksen, Jr.
Its: President

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16 day of November, 2020, by Henry Isaksen, Jr., the president of Jepson Canyon Resort Development Co., Inc., who represented and acknowledged that he signed the same for and on behalf of Jepson Canyon Resort Development Co., Inc.


NOTARY PUBLIC

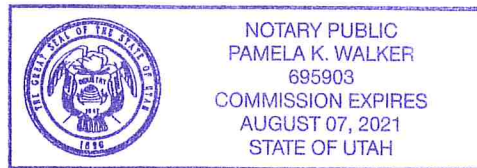


EXHIBIT A-1

Jepson Canyon Public Infrastructure District No. 1
District Boundaries

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

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

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

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

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

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

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

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

EXHIBIT A-2

Jepson Canyon Public Infrastructure District No. 2
District Boundaries

**JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2
BOUNDARY DESCRIPTION**

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE EAST A DISTANCE OF 688.45 FEET AND NORTH A DISTANCE OF 2429.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.28°15'35"E. A DISTANCE OF 367.09 FEET; THENCE S.22°27'27"E. A DISTANCE OF 301.90 FEET; THENCE S.52°49'00"W. A DISTANCE OF 159.31 FEET; THENCE S.49°19'45"W. A DISTANCE OF 463.06 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 160.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 152°54'46" AND A CHORD THAT BEARS S.29°14'05"W. A DISTANCE OF 116.66 FEET TO A POINT OF CURVATURE OF A 30-FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 46°01'23" AND A CHORD THAT BEARS S.82°40'47"W. A DISTANCE OF 23.45 FEET; THENCE S.59°40'06"W. A DISTANCE OF 8.52 FEET; THENCE S.89°53'32"W. A DISTANCE OF 414.76 FEET; THENCE S.00°07'36"E. A DISTANCE OF 241.58 FEET; THENCE S.59°40'06"W. A DISTANCE OF 357.33 FEET TO A POINT OF CURVATURE OF A 1000-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 666.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 38°12'15" AND A CHORD THAT BEARS S.40°33'58"W. A DISTANCE OF 654.51 FEET; THENCE N.68°32'09"W. A DISTANCE OF 45.00 FEET; THENCE N.54°05'09"W. A DISTANCE OF 512.46 FEET TO A POINT OF CURVATURE OF A 419.23-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°36'09" AND A CHORD THAT BEARS S.01°22'41"E. A DISTANCE OF 77.47 FEET; THENCE S.04°01'28"E. A DISTANCE OF 99.03 FEET TO A POINT OF CURVATURE OF A 412.94-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 341.08 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 47°19'30" AND A CHORD THAT BEARS S.05°35'58"W. A DISTANCE OF 331.46 FEET; THENCE S.21°10'16"W. A DISTANCE OF 124.09 FEET TO A POINT OF CURVATURE OF A 355.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.55 FEET, SAID CURVE

HAVING A CENTRAL ANGLE OF 10°34'47" AND A CHORD THAT BEARS N.66°54'35"W. A DISTANCE OF 65.46 FEET; THENCE N.00°07'53"W. A DISTANCE OF 1196.07 FEET; THENCE N.80°04'35"E. A DISTANCE OF 222.12 FEET; THENCE N.70°47'17"E. A DISTANCE OF 152.25 FEET; THENCE N.66°59'42"E. A DISTANCE OF 242.72 FEET; THENCE N.69°35'04"E. A DISTANCE OF 117.02 FEET; THENCE N.67°38'26"E. A DISTANCE OF 124.44 FEET; THENCE N.65°03'10"E. A DISTANCE OF 113.10 FEET; THENCE N.62°22'49"E. A DISTANCE OF 132.23 FEET; THENCE N.59°42'47"E. A DISTANCE OF 112.60 FEET; THENCE N.57°03'52"E. A DISTANCE OF 130.53 FEET; THENCE N.54°06'51"E. A DISTANCE OF 140.27 FEET; THENCE N.51°14'18"E. A DISTANCE OF 123.70 FEET; THENCE N.48°13'23"E. A DISTANCE OF 153.06 FEET; THENCE N.45°17'12"E. A DISTANCE OF 116.47 FEET; THENCE N.42°24'03"E. A DISTANCE OF 148.43 FEET; THENCE N.39°23'57"E. A DISTANCE OF 127.10 FEET; THENCE N.37°57'24"E. A DISTANCE OF 5.31 FEET; THENCE N.75°12'54"E. A DISTANCE OF 191.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,864,487 SQ.FT. OR 42.80 ACRES.

EXHIBIT A-3

Jepson Canyon Public Infrastructure District No. 3
District Boundaries

**JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3
BOUNDARY DESCRIPTION**

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.89°49'50"W. A DISTANCE OF 1350.41 FEET; THENCE N.00°04'34"E. A DISTANCE OF 990.77 FEET; THENCE S.89°55'26"E. A DISTANCE OF 570.86 FEET TO A POINT OF CURVATURE OF A 1555.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 298.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°59'29" AND A CHORD THAT BEARS N.05°47'46"E. A DISTANCE OF 297.85 FEET; THENCE N.89°55'02"E. A DISTANCE OF 744.46 FEET; THENCE S.89°58'11"E. A DISTANCE OF 887.33 FEET; THENCE S.54°26'16"E. A DISTANCE OF 584.45 FEET; THENCE S.30°25'00"W. A DISTANCE OF 182.63 FEET TO A POINT OF CURVATURE OF A 57.67-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°42'37" AND A CHORD THAT BEARS S.75°41'38"W. A DISTANCE OF 82.06 FEET; THENCE N.50°55'59"W. A DISTANCE OF 48.14 FEET; THENCE S.38°47'54"W. A DISTANCE OF 83.65 FEET; THENCE S.50°18'30"E. A DISTANCE OF 20.73 FEET TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS S.05°52'23"E. A DISTANCE OF 133.72 FEET; THENCE S.38°33'44"W. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 67.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.30°22'01"W. A DISTANCE OF 19.24 FEET; THENCE S.22°10'18"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 28.96-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.29°21'29"W. A DISTANCE OF 8.26 FEET; THENCE S.38°33'44"W.

A DISTANCE OF 53.00 FEET; THENCE N.58°10'40"W. A DISTANCE OF 385.06 FEET; THENCE S.04°00'43"W. A DISTANCE OF 14.94 FEET TO A POINT OF CURVATURE OF A 125.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.73 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°00'07" AND A CHORD THAT BEARS S.17°00'37"W. A DISTANCE OF 56.24 FEET; THENCE S.30°07'30"W. A DISTANCE OF 29.29 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'27" AND A CHORD THAT BEARS S.16°59'17"W. A DISTANCE OF 90.91 FEET; THENCE S.03°51'04"W. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS S.16°43'50"W. A DISTANCE OF 66.87 FEET; THENCE S.29°36'37"W. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 43°43'15" AND A CHORD THAT BEARS S.07°44'59"W. A DISTANCE OF 37.23 FEET; THENCE S.13°17'02"E. A DISTANCE OF 30.74 FEET TO A POINT OF CURVATURE OF A 120.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS S.16°36'34"W. A DISTANCE OF 119.65 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS S.13°20'01"W. A DISTANCE OF 60.20 FEET; THENCE S.19°50'41"E. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS S.00°27'45"W. A DISTANCE OF 55.53 FEET; THENCE S.20°46'11"W. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 100.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS S.46°14'32"W. A DISTANCE OF 86.02 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS S.33°28'00"W. A DISTANCE OF 61.91 FEET; THENCE S.04°46'55"E. A DISTANCE OF 15.05 FEET; THENCE N.85°46'30"E. A DISTANCE OF 0.47 FEET;

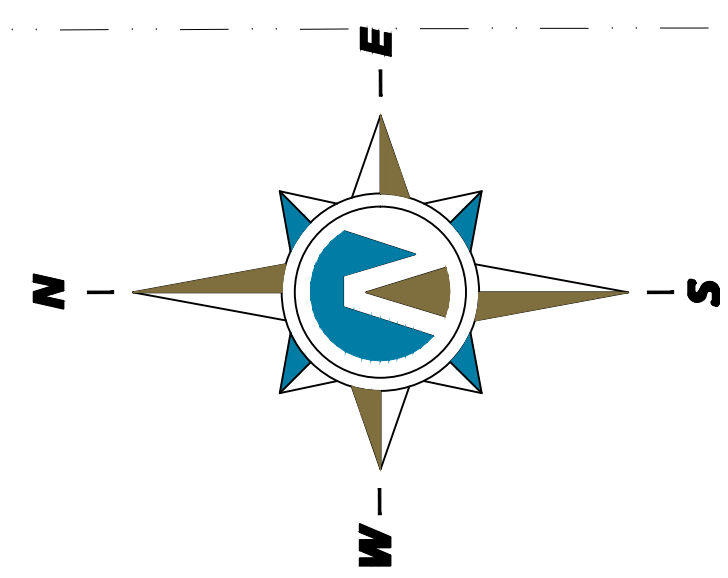
THENCE S.04°32'44"E. A DISTANCE OF 47.50 FEET; THENCE S.85°41'49"W. A DISTANCE OF 62.28 FEET;

TO A POINT OF CURVATURE OF A 117.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 28°37'50" AND A CHORD THAT BEARS N.79°59'17"W. A DISTANCE OF 57.86 FEET TO A POINT OF CURVATURE OF A 1200.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 03°48'22" AND A CHORD THAT BEARS N.67°34'32"W. A DISTANCE OF 79.70 FEET; THENCE S.02°07'27"E. A DISTANCE OF 115.89 FEET; THENCE S.07°42'09"E. A DISTANCE OF 156.46 FEET; THENCE S.46°58'47"W. A DISTANCE OF 202.69 FEET; THENCE S.35°11'51"W. A DISTANCE OF 179.48 FEET; THENCE S.26°04'28"W. A DISTANCE OF 52.70 FEET; THENCE S.38°41'00"W. A DISTANCE OF 130.79 FEET; THENCE S.32°45'26"W. A DISTANCE OF 235.34 FEET; THENCE S.70°01'56"W. A DISTANCE OF 110.39 FEET; THENCE S.28°22'37"W. A DISTANCE OF 211.44 FEET; THENCE S.26°35'03"W. A DISTANCE OF 252.82 FEET; THENCE S.03°25'10"E. A DISTANCE OF 237.11 FEET; THENCE S.00°50'24"W. A DISTANCE OF 406.14 FEET; THENCE S.44°29'19"W. A DISTANCE OF 118.83 FEET; THENCE S.14°25'41"W. A DISTANCE OF 270.17 FEET; THENCE S.06°13'15"W. A DISTANCE OF 126.05 FEET; THENCE S.08°43'37"E. A DISTANCE OF 204.60 FEET; THENCE S.05°48'36"E. A DISTANCE OF 90.25 FEET; THENCE S.71°06'23"E. A DISTANCE OF 198.47 FEET; THENCE S.42°47'04"W. A DISTANCE OF 108.69 FEET; THENCE S.20°06'39"W. A DISTANCE OF 53.85 FEET; THENCE S.31°08'38"W. A DISTANCE OF 76.38 FEET; THENCE S.24°44'44"W. A DISTANCE OF 103.22 FEET; THENCE S.55°35'00"W. A DISTANCE OF 104.75 FEET; THENCE S.61°16'50"W. A DISTANCE OF 43.64 FEET; THENCE S.85°08'22"W. A DISTANCE OF 58.23 FEET; THENCE S.83°00'16"W. A DISTANCE OF 93.12 FEET; THENCE S.89°47'08"W. A DISTANCE OF 134.84 FEET; THENCE S.82°05'58"W. A DISTANCE OF 103.48 FEET; THENCE S.76°20'23"W. A DISTANCE OF 71.36 FEET; THENCE N.18°19'43"E. A DISTANCE OF 3664.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,848,380 SQ.FT. OR 88.35 ACRES.

EXHIBIT B-1

Jepson Canyon Public Infrastructure District No. 1
District Map



INFRASTRUCTURE
DISTRICT 1
88.08 AC.

STATE HIGHWAY 59

PARCEL 4
HIGHWAY
COMMERCIAL
8.10 AC.

VILLAGE OF MANY NATIONS
PARCEL 15
13.30 AC.

PARCEL 11B
OPEN SPACE
14.98 AC.

PARCEL 8
HIGH DENSITY
15.00 AC.

PARCEL 13
SCIENCE CENTER
22.80 AC.

PARCEL 12
PAIUTE COVE
5.75 AC.

PARCEL 5
HIGH DENSITY
12.84 AC.

PARCEL 14
LODGE
9.38 AC.

PARCEL 9
9.87 AC.

PARCEL 11A OPEN SPACE
19.37 AC.

PARCEL 3
HIGH DENSITY
20.57 AC.

PARCEL 16
LOW DENSITY
10.12 AC.

PARCEL 10
GOLF COURSE
34.74 AC.

PARCEL 6 Foothills
8.84 AC.

PARCEL 7E
HILLTOP ESTATES
22.03 AC.

PARCEL 7A
WORLD'S LARGEST
BRONZE STAGE
COACH EXHIBIT
15.32 AC.

PARCEL 2
MEDIUM DENSITY
21.29 AC.

FOUND SOUTH 1/4 CORNER
SECTION 30, TOWNSHIP 42
SOUTH, RANGE 11 WEST,
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP

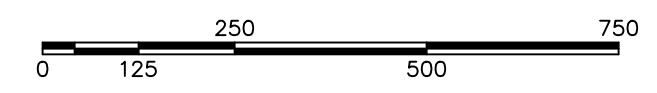
PARCEL 1B
PARK
4.00 AC.

PARCEL 1A
LOW DENSITY
12.26 AC.

PARCEL 17
LOW DENSITY
13.17 AC.

PARCEL 7B
OBSERVATORY
3.89 AC.

26' ACCESS ROAD



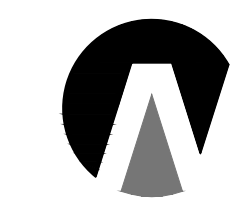
(24"x36")
SCALE 1" = 250'
(11"x17")
SCALE 1" = 500'

FOUND SOUTH 1/4 CORNER
SECTION 31, TOWNSHIP 42
SOUTH, RANGE 11 WEST,
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP

SECTION 30

SECTION 31

5		DESIGNED BY:	DATE:
4		DRAWN BY:	DATE:
3		CHECKED BY:	DATE:
2		APPROVED:	DATE:
1		COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE
K:\3-14-043-00_JEPSON CANYON RESORT\CAD\Exhibit\JEPSON CANYON INFRASTRUCTURE 11-02-20.dwg 11/10/2020 8:32 AM		REV. COGO FILE:	DATE:



**Northern
ENGINEERING INC**
ENGINEERING—LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

JEPSON CANYON RESORT

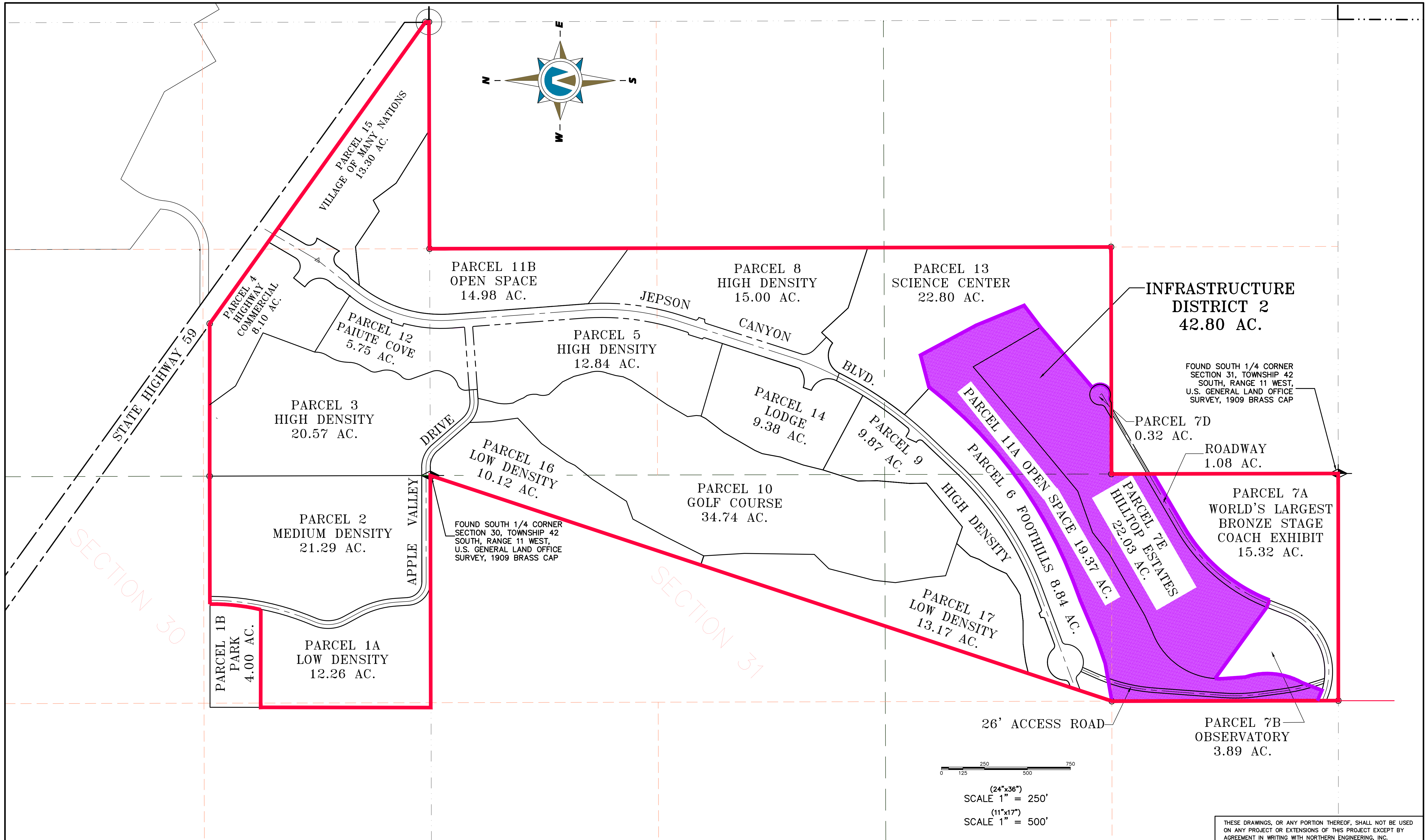
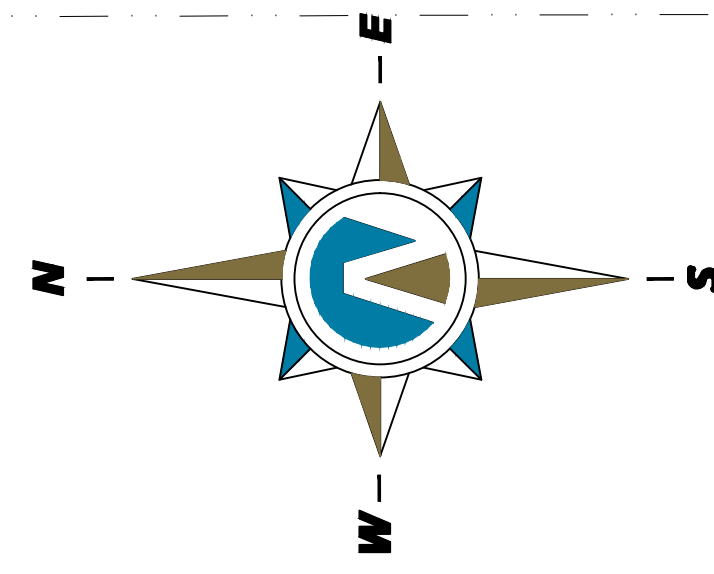
PARCEL EXHIBIT
INFRASTRUCTURE DISTRICT 1
APPLE VALLEY, UTAH

JOB NO.
3-14-043
SHEET NO.
2

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED
ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY
AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

EXHIBIT B-2

Jepson Canyon Public Infrastructure District No. 2
District Map



5		DESIGNED BY:	DATE:
4		DRAWN BY:	DATE:
3		CHECKED BY:	DATE:
2		APPROVED:	DATE:
1		COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE
K:\3-14-043-00_JEPSON CANYON RESORT\CAD\Exhibit\JEPSON CANYON INFRASTRUCTURE 11-02-20.dwg 11/13/2020 9:28 AM		REV. COGO FILE:	DATE:

Northern ENGINEERING INC
ENGINEERING—LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

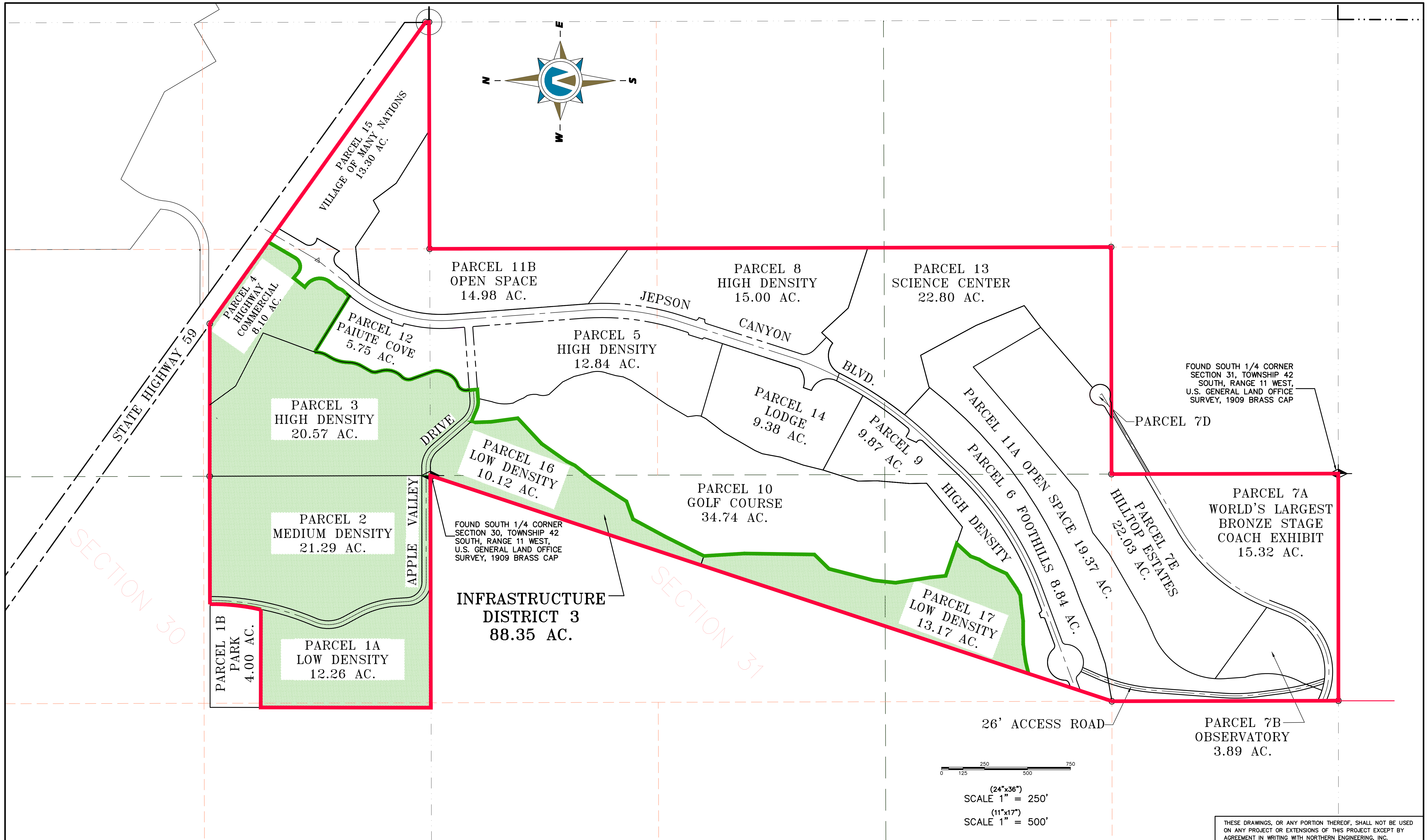
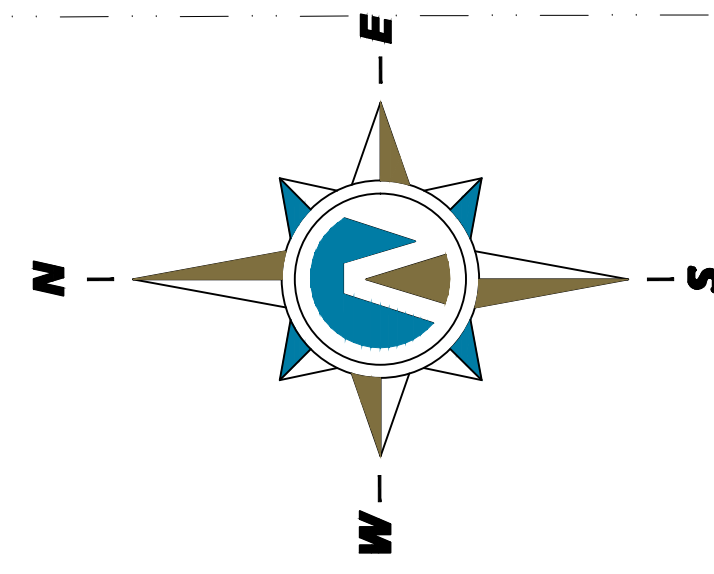
JEPSON CANYON RESORT

PARCEL EXHIBIT INFRASTRUCTURE DISTRICT 2 APPLE VALLEY, UTAH	JOB NO. 3-14-043 SHEET NO. 3
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THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

EXHIBIT B-3

Jepson Canyon Public Infrastructure District No. 3
District Map



FOUND SOUTH 1/4 CORNER
SECTION 31, TOWNSHIP 42
SOUTH, RANGE 11 WEST,
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP

FOUND SOUTH 1/4 CORNER
SECTION 30, TOWNSHIP 42
SOUTH, RANGE 11 WEST,
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP

0 125 250 500 750
(24"x36")
SCALE 1" = 250'
(11"x17")
SCALE 1" = 500'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED
ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY
AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

5		DESIGNED BY:	DATE:
4		DRAWN BY:	DATE:
3		CHECKED BY:	DATE:
2		APPROVED:	DATE:
1		COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE
K:\3-14-043-00_JEPSON CANYON RESORT\CAD\Exhibit\JEPSON CANYON INFRASTRUCTURE 11-02-20.dwg 11/10/2020 8:32 AM		REV. COGO FILE:	DATE:

Northern ENGINEERING INC
ENGINEERING—LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

JEPSON CANYON RESORT

PARCEL EXHIBIT INFRASTRUCTURE DISTRICT 3 APPLE VALLEY, UTAH	JOB NO. 3-14-043 SHEET NO. 4
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Apple Valley, Utah

January 20, 2021

The Town Council (the “Council”) of Town of Apple Valley, Utah (the “Town”), met in regular session (including by electronic means) on Wednesday, January 20, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

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

Also present:

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

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

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

RESOLUTION _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. The District Board are hereby appointed as follows:

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

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

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

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

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

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley,
Utah, on January 20, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on January 20, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 20, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

Entity: Apple Valley

Body: Town Council

Subject:	Business
Notice Title:	Apple Valley Town Council Public Hearing
Meeting Location:	1777 Meadowlark Drive Town of Apple Valley UT 84737
Event Date & Time:	January 20, 2021 January 20, 2021 06:00 PM
Description/Agenda:	<p style="text-align: right;">NOTICE AND AGENDA - AMENDED</p> <p>TOWN COUNCIL Public Hearing</p> <p>Notice is given that a public hearing of the Town Council of the Town of Apple Valley will be held on Wednesday, January 20th, 2021, commencing at 6:00 PM or shortly thereafter at 1777 N Meadowlark Dr, Apple Valley.</p> <p>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/85610138258</p> <p>To call into meeting, dial (253) 215 8782 and use Meeting ID 856 1013 8258</p> <p>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</p> <p>PUBLIC HEARING</p> <ol style="list-style-type: none"> 1. Ordinance 2020-27 An Ordinance Modifying Impact Fees 2. Regarding the creation of one or more public infrastructure districts by Town of Apple Valley, Utah (Jepson Canyon) <p>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.</p>

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

Notice of Electronic or telephone participation:

In accordance with state statute, one or more council members may be connected via speakerphone.

Other information:

Contact Information:

Michelle Kinney
(435)877-1190
mkinney@applevalleyut.gov

Posted on:

January 07, 2021 08:08 PM

Last edited on:

January 07, 2021 08:08 PM

Printed from Utah's Public Notice Website (<http://pmn.utah.gov/>)

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR**

JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1

TOWN OF APPLE VALLEY, UTAH

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I. INTRODUCTION

A. Purpose and Intent.

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

B. Need for the District.

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

Board: means the board of trustees of the District.

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

Town: means the Town of Apple Valley, Utah.

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

Town Council: means the Apple Valley Town Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Improvements: means a part or all of the real property and improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board. Public Improvements include, but are not limited to, water rights, a water tank, package sewer treatment plant or sewer system, roads, utilities, sidewalks, roundabouts, and other public infrastructure serving the District.

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

III. BOUNDARIES

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

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 88.08 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing

Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The number of full-time residents of the District at build-out is estimated to be approximately 170 people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

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

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

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

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

4. Annexation and Withdrawal.

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

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

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

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

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

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

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

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

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

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

7. Governing Document Amendment Requirement.

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

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

B. Preliminary Engineering Survey.

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

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

VI. THE BOARD OF TRUSTEES

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

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

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

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

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

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

VII. REGIONAL IMPROVEMENTS

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

VIII. FINANCIAL PLAN

A. General.

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

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Property Tax Levy.

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

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

D. Maximum Property Tax Levy Imposition Term.

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

E. Debt Repayment Sources.

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

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

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District’s obligations; nor shall anything in the Governing Document be construed so as to create any

responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

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

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

IX. ANNUAL REPORT

A. General.

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

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;
12. Audit of the District's financial statements, for the year ending December 31 of the previous year, but only if requested by the Town Council or required under Utah Code 51-2a-201, as amended;
13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Lieutenant Governor's issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A

Legal Description

**JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1
BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;
THENCE EAST A DISTANCE OF 1439.41 FEET AND NORTH A DISTANCE OF 885.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.30°31'35"W. A DISTANCE OF 184.84 FEET TO A POINT OF CURVATURE OF A 44.38-FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 117°00'49" AND A CHORD THAT BEARS S.28°07'35"E. A DISTANCE OF 75.68 FEET; THENCE S.30°03'58"W. A DISTANCE OF 151.41 FEET TO A POINT OF CURVATURE OF A 51.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.40 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 119°31'48" AND A CHORD THAT BEARS N.81°40'22"W. A DISTANCE OF 88.12 FEET; THENCE S.38°33'44"W. A DISTANCE OF 70.56 FEET TO A POINT OF CURVATURE OF A 35.89-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°24'16" AND A CHORD THAT BEARS S.46°45'26"W. A DISTANCE OF 16.39 FEET; THENCE S.54°57'09"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 42.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.16 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.46°45'26"W. A DISTANCE OF 12.12 FEET; THENCE S.38°33'44"W. A DISTANCE OF 59.08 FEET; THENCE N.84°14'24"E. A DISTANCE OF 227.04 FEET; THENCE S.56°07'37"E. A DISTANCE OF 172.01 FEET; THENCE S.56°41'38"E. A DISTANCE OF 76.75 FEET; THENCE N.61°15'47"E. A DISTANCE OF 72.62 FEET; THENCE S.36°47'04"E. A DISTANCE OF 166.12 FEET; THENCE S.57°56'47"E. A DISTANCE OF 363.01 FEET; THENCE S.89°51'15"W. A DISTANCE OF 689.35 FEET; THENCE S.00°08'45"E. A DISTANCE OF 2548.41 FEET; THENCE N.72°02'22"W. A DISTANCE OF 369.39 FEET; THENCE N.42°42'17"W. A DISTANCE OF 210.15 FEET; THENCE S.43°41'18"W. A DISTANCE OF 89.11 FEET TO A POINT OF CURVATURE OF A 115.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.23 FEET, SAID CURVE

HAVING A CENTRAL ANGLE OF $101^{\circ}45'14''$ AND A CHORD THAT BEARS $S.77^{\circ}42'48''W.$ A DISTANCE OF 178.43 FEET TO A POINT OF CURVATURE OF A 2246.14-FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 450.50 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $11^{\circ}29'30''$ AND A CHORD THAT BEARS $S.32^{\circ}34'56''W.$ A DISTANCE OF 449.74 FEET; THENCE $S.47^{\circ}02'56''E.$ A DISTANCE OF 215.96 FEET; THENCE $S.39^{\circ}23'57''W.$ A DISTANCE OF 127.10 FEET; THENCE $S.42^{\circ}24'03''W.$ A DISTANCE OF 148.43 FEET; THENCE $S.45^{\circ}17'12''W.$ A DISTANCE OF 116.47 FEET; THENCE $S.48^{\circ}13'23''W.$ A DISTANCE OF 153.06 FEET; THENCE $S.51^{\circ}14'18''W.$ A DISTANCE OF 123.70 FEET; THENCE $S.54^{\circ}06'51''W.$ A DISTANCE OF 140.28 FEET; THENCE $S.57^{\circ}03'52''W.$ A DISTANCE OF 130.53 FEET; THENCE $S.59^{\circ}42'47''W.$ A DISTANCE OF 112.60 FEET; THENCE $S.62^{\circ}22'49''W.$ A DISTANCE OF 132.23 FEET; THENCE $S.65^{\circ}03'10''W.$ A DISTANCE OF 113.10 FEET; THENCE $S.67^{\circ}38'26''W.$ A DISTANCE OF 124.44 FEET; THENCE $S.69^{\circ}35'04''W.$ A DISTANCE OF 117.02 FEET; THENCE $S.66^{\circ}59'42''W.$ A DISTANCE OF 242.72 FEET; THENCE $S.70^{\circ}47'17''W.$ A DISTANCE OF 152.25 FEET; THENCE $S.80^{\circ}04'35''W.$ A DISTANCE OF 222.12 FEET; THENCE $N.18^{\circ}19'43''E.$ A DISTANCE OF 510.80 FEET; THENCE $N.76^{\circ}20'23''E.$ A DISTANCE OF 71.37 FEET; THENCE $N.82^{\circ}05'58''E.$ A DISTANCE OF 103.48 FEET; THENCE $N.89^{\circ}47'08''E.$ A DISTANCE OF 134.84 FEET; THENCE $N.83^{\circ}00'16''E.$ A DISTANCE OF 93.12 FEET; THENCE $N.85^{\circ}08'22''E.$ A DISTANCE OF 58.23 FEET; THENCE $N.61^{\circ}16'50''E.$ A DISTANCE OF 43.64 FEET; THENCE $N.55^{\circ}35'00''E.$ A DISTANCE OF 104.75 FEET; THENCE $N.24^{\circ}44'44''E.$ A DISTANCE OF 103.22 FEET; THENCE $N.31^{\circ}08'38''E.$ A DISTANCE OF 76.38 FEET; THENCE $N.20^{\circ}06'39''E.$ A DISTANCE OF 53.85 FEET; THENCE $N.42^{\circ}47'04''E.$ A DISTANCE OF 108.69 FEET; THENCE $S.71^{\circ}06'23''E.$ A DISTANCE OF 101.92 FEET; THENCE $N.50^{\circ}38'17''E.$ A DISTANCE OF 329.01 FEET; THENCE $N.00^{\circ}54'37''W.$ A DISTANCE OF 98.85 FEET; THENCE $N.04^{\circ}48'27''E.$ A DISTANCE OF 187.36 FEET; THENCE $N.00^{\circ}47'08''W.$ A DISTANCE OF 114.54 FEET; THENCE $N.17^{\circ}46'30''E.$ A DISTANCE OF 210.89 FEET; THENCE $N.13^{\circ}52'22''E.$ A DISTANCE OF 118.57 FEET; THENCE $N.19^{\circ}26'57''E.$ A DISTANCE OF 140.90 FEET; THENCE $N.10^{\circ}23'15''E.$ A DISTANCE OF 107.88 FEET; THENCE $N.23^{\circ}32'16''E.$ A DISTANCE OF 46.77 FEET; THENCE $N.30^{\circ}01'30''E.$ A DISTANCE OF 207.22 FEET; THENCE $N.37^{\circ}32'00''E.$ A DISTANCE OF 78.62 FEET; THENCE $N.37^{\circ}30'45''E.$ A DISTANCE OF 57.17 FEET; THENCE $N.26^{\circ}37'56''E.$ A DISTANCE OF 33.63 FEET; THENCE $N.04^{\circ}59'04''E.$ A DISTANCE OF 23.67 FEET; THENCE $N.07^{\circ}29'40''W.$ A DISTANCE OF 51.25 FEET; THENCE $N.30^{\circ}10'58''E.$ A DISTANCE OF 137.46 FEET; THENCE $N.34^{\circ}00'27''E.$ A DISTANCE OF 93.46 FEET; THENCE $N.33^{\circ}59'20''E.$ A DISTANCE OF 157.30 FEET; THENCE $N.24^{\circ}59'43''E.$ A DISTANCE OF 53.33 FEET; THENCE $N.09^{\circ}24'47''E.$ A DISTANCE OF 43.51 FEET; THENCE $N.15^{\circ}43'49''E.$ A DISTANCE OF 54.69 FEET TO A POINT OF CURVATURE OF A 153.62-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF $35^{\circ}43'30''$ AND A CHORD THAT BEARS $N.02^{\circ}31'28''E.$ A DISTANCE OF 94.24 FEET; THENCE $N.13^{\circ}57'01''W.$ A

DISTANCE OF 99.11 FEET; THENCE N.25°37'15"W. A DISTANCE OF 73.15 FEET; THENCE N.42°33'13"W. A DISTANCE OF 108.02 FEET TO A POINT OF CURVATURE OF A 96.37-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.66 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°00'32" AND A CHORD THAT BEARS N.00°04'38"E. A DISTANCE OF 69.09 FEET TO A POINT OF CURVATURE OF A 124.87-FOOT RADIUS NON-TANGENT REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.40 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°15'18" AND A CHORD THAT BEARS N.06°49'34"W. A DISTANCE OF 58.84 FEET; THENCE N.34°31'37"W. A DISTANCE OF 26.00 FEET TO A POINT OF CURVATURE OF A 340.48-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.21 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°48'18" AND A CHORD THAT BEARS N.25°50'24"W. A DISTANCE OF 64.11 FEET TO A POINT OF CURVATURE OF A 226.79-FOOT RADIUS NON-TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 126.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 31°58'35" AND A CHORD THAT BEARS N.03°25'10"E. A DISTANCE OF 124.94 FEET; THENCE N.13°17'10"E. A DISTANCE OF 83.37 FEET; THENCE N.85°41'45"E. A DISTANCE OF 52.53 FEET; THENCE N.04°32'44"W. A DISTANCE OF 47.50 FEET; THENCE S.85°46'30"W. A DISTANCE OF 0.47 FEET; THENCE N.04°46'55"W. A DISTANCE OF 15.05 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS N.33°28'00"E. A DISTANCE OF 61.91 FEET TO A POINT OF CURVATURE OF A 100.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS N.46°14'32"E. A DISTANCE OF 86.02 FEET; THENCE N.20°46'11"E. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS N.00°27'45"E. A DISTANCE OF 55.53 FEET; THENCE N.19°50'41"W. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS N.13°20'01"E. A DISTANCE OF 60.20 FEET TO A POINT OF CURVATURE OF A 120.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS N.16°36'34"E. A DISTANCE OF 119.65 FEET; THENCE N.13°17'36"W. A DISTANCE OF 31.46 FEET TO A POINT OF

CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°54'13" AND A CHORD THAT BEARS N.08°09'30"E. A DISTANCE OF 36.57 FEET; THENCE N.29°36'37"E. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS N.16°43'50"E. A DISTANCE OF 66.87 FEET; THENCE N.03°51'04"E. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.72 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'28" AND A CHORD THAT BEARS N.16°59'18"E. A DISTANCE OF 90.91 FEET; THENCE N.30°07'32"E. A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE OF A 125.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°06'58" AND A CHORD THAT BEARS N.17°04'03"E. A DISTANCE OF 56.48 FEET; THENCE N.04°00'34"E. A DISTANCE OF 14.94 FEET; THENCE S.58°10'40"E. A DISTANCE OF 385.06 FEET; THENCE N.38°33'44"E. A DISTANCE OF 51.98 FEET TO A POINT OF CURVATURE OF A 28.96-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 18°24'29" AND A CHORD THAT BEARS N.30°22'01"E. A DISTANCE OF 9.27 FEET; THENCE N.22°10'18"E. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 67.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS N.30°22'01"E. A DISTANCE OF 19.24 FEET; THENCE N.38°33'44"E. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS N.05°52'23"W. A DISTANCE OF 133.72 FEET; THENCE N.50°18'30"W. A DISTANCE OF 20.73 FEET; THENCE N.38°47'54"E. A DISTANCE OF 83.65 FEET; THENCE S.50°17'37"E. A DISTANCE OF 39.64 FEET TO A POINT OF CURVATURE OF A 57.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 99°17'23" AND A CHORD THAT BEARS N.80°03'42"E. A DISTANCE OF 87.64 FEET; THENCE N.30°25'00"E. A DISTANCE OF 182.79 FEET; THENCE S.54°26'16"E. A DISTANCE OF 98.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,836,683 SQ.FT. OR 88.08 ACRES.

EXHIBIT B-1: INITIAL DISTRICT BOUNDARY MAP

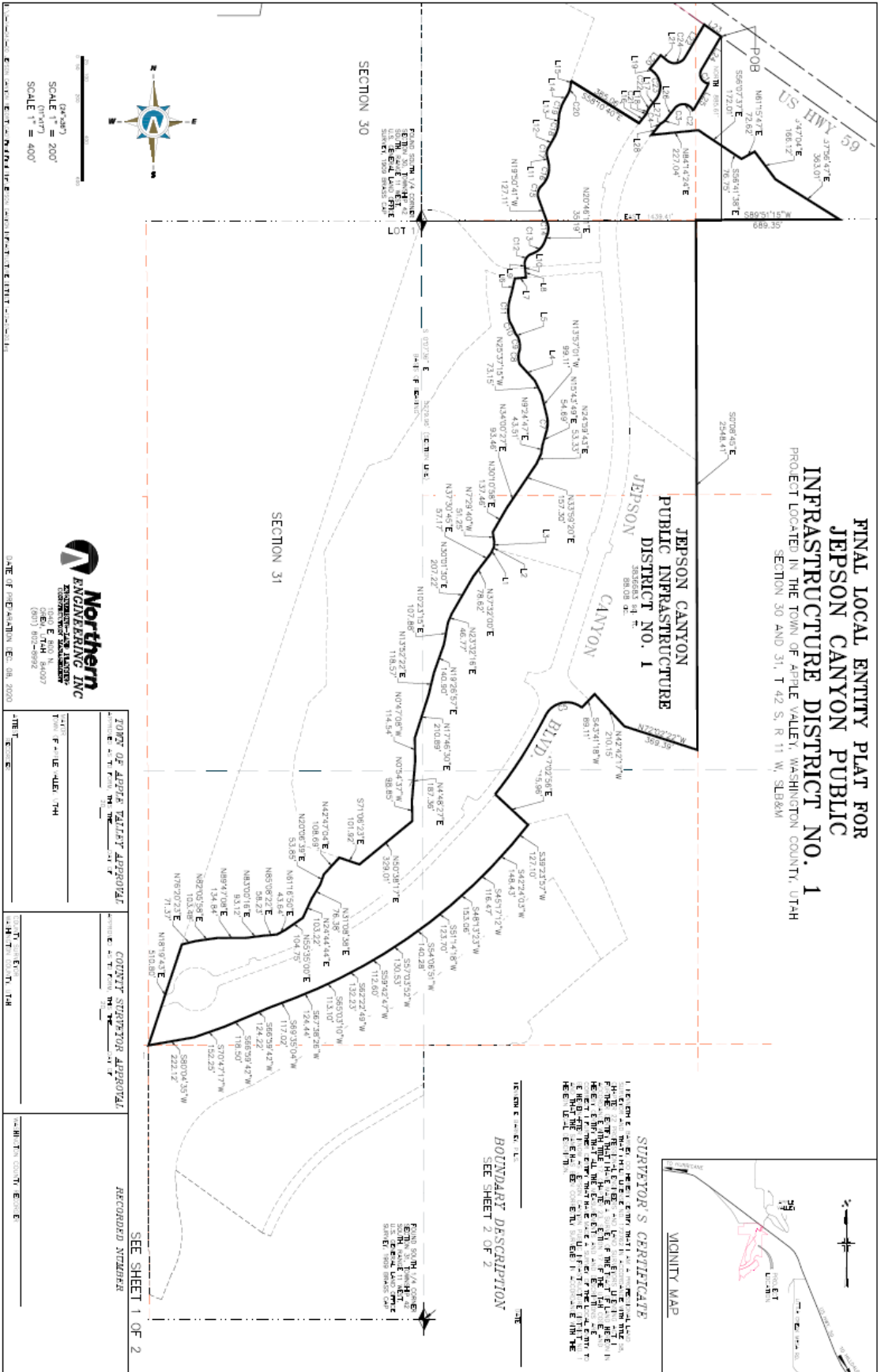


EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the Town (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the Town except upon consent of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17B-2a-1204(3), Utah Code.

4. Total Debt Issuance. The District shall not issue Debt in excess of \$20,000,000 Dollars. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

5. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

6. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

7. Disclosure to Purchasers. Within thirty (30) days of the Lieutenant Governor’s issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

8. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-6 or VIII.B-G of the Governing Document shall be deemed to be material violations to the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager’s Office no later than July 1st of each year following the year in which the

District was created, containing the information set forth in Section IX of the Governing Document.

10. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

11. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

12. Maximum Property Tax Levy Imposition Term. Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Jepson Canyon Public Infrastructure District No. 1
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

To the Town: Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737
Attn: Mayor’s Office
Phone: (435) 877-1190

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

Executed as of the date indicated on the first page of this Agreement.

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the Jepson Canyon Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on January 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this ____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for Jepson
Canyon Public Infrastructure District No. 1,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2021.

NOTARY PUBLIC

EXHIBIT "A"

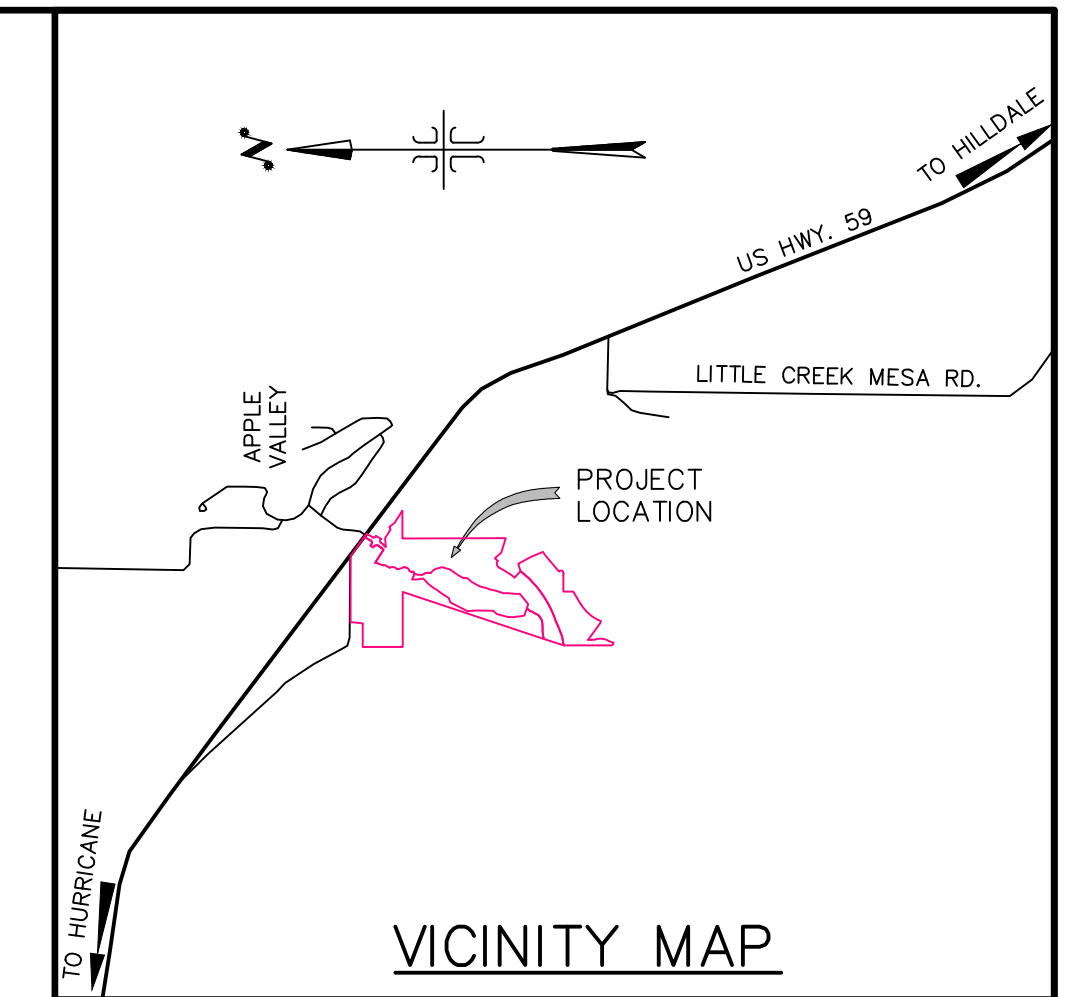
Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M



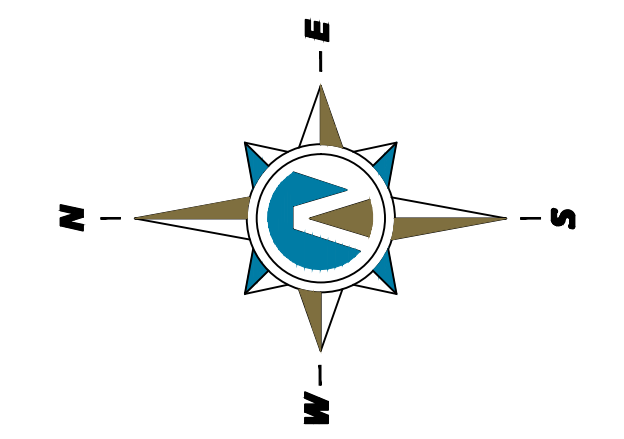
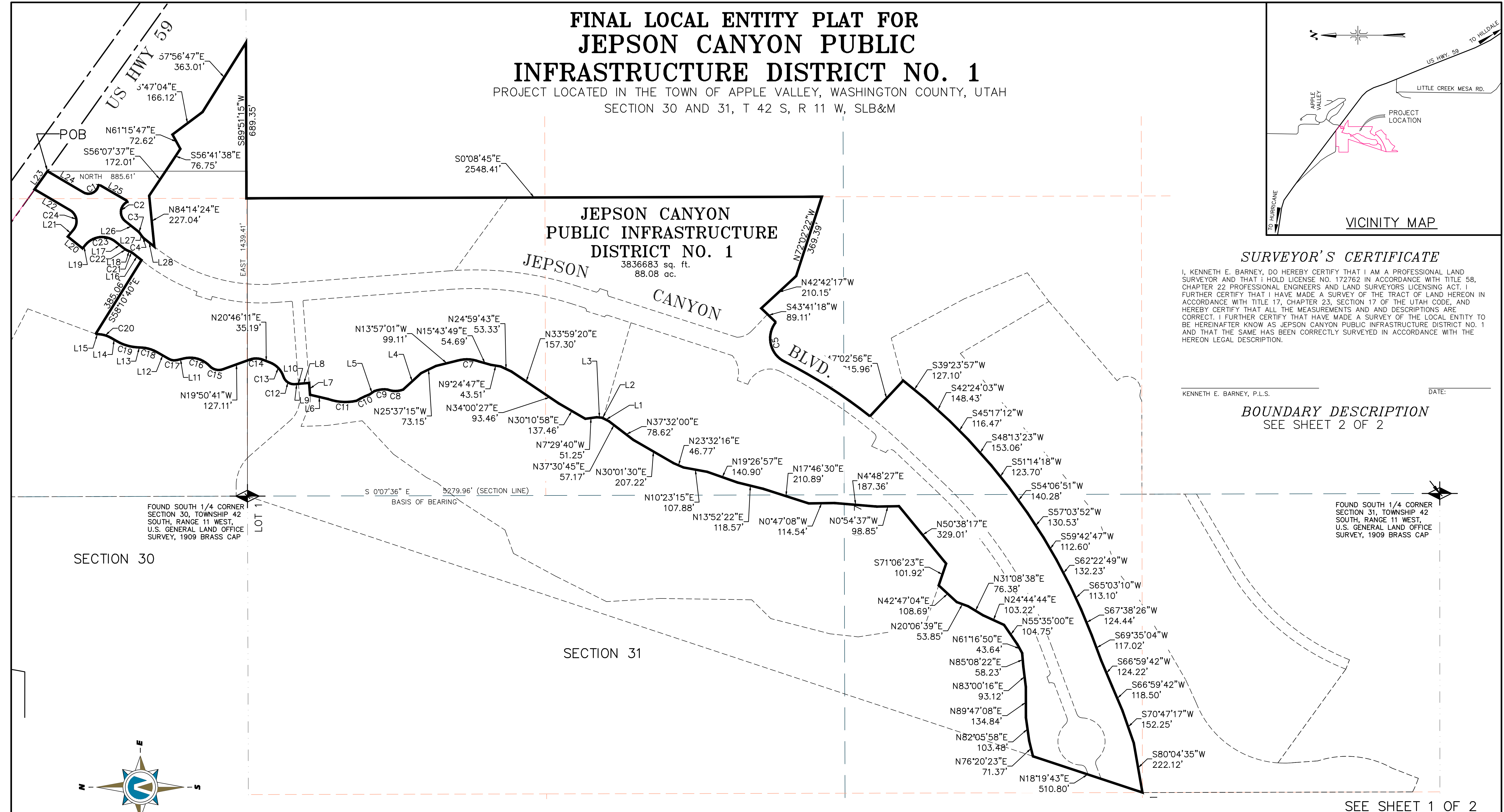
SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND HEREON IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17 OF THE UTAH CODE, AND HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND AND DESCRIPTIONS ARE CORRECT. I FURTHER CERTIFY THAT HAVE MADE A SURVEY OF THE LOCAL ENTITY TO BE HEREINAFTER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

KENNETH E. BARNEY, P.L.S.

DATE: _____

BOUNDARY DESCRIPTION SEE SHEET 2 OF 2



(24"x36")
SCALE 1" = 200'
(11"x17")
SCALE 1" = 400'



DATE OF PREPARATION DEC. 08, 2020

<p>TOWN OF APPLE VALLEY APPROVAL APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____.</p> <p>_____ MAYOR TOWN OF APPLE VALLEY, UTAH</p> <p>ATTEST: _____ RECORDER</p>	<p>COUNTY SURVEYOR APPROVAL APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____.</p> <p>_____ COUNTY SURVEYOR WASHINGTON COUNTY, UTAH</p>	<p>RECORDED NUMBER _____ WASHINGTON COUNTY RECORDER</p>
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SEE SHEET 1 OF 2

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 1

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; THENCE EAST A DISTANCE OF 1439.41 FEET AND NORTH A DISTANCE OF 885.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.30°31'35"W. A DISTANCE OF 184.84 FEET TO A POINT OF CURVATURE OF A 44.38--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 117°00'49" AND A CHORD THAT BEARS S.28°07'35"E. A DISTANCE OF 75.68 FEET; THENCE S.30°03'58"W. A DISTANCE OF 151.41 FEET TO A POINT OF CURVATURE OF A 51.00--FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.40 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 119°31'48" AND A CHORD THAT BEARS N.81°40'22"W. A DISTANCE OF 88.12 FEET; THENCE S.38°33'44"W. A DISTANCE OF 70.56 FEET TO A POINT OF CURVATURE OF A 35.89--FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°24'16" AND A CHORD THAT BEARS S.46°45'26"W. A DISTANCE OF 16.39 FEET; THENCE S.54°57'09"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 42.50--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.16 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.46°45'26"W. A DISTANCE OF 12.12 FEET; THENCE S.38°33'44"W. A DISTANCE OF 59.08 FEET; THENCE N.84°14'24"E. A DISTANCE OF 227.04 FEET; THENCE S.56°07'37"E. A DISTANCE OF 172.01 FEET; THENCE S.56°41'38"E. A DISTANCE OF 76.75 FEET; THENCE N.61°15'47"E. A DISTANCE OF 72.62 FEET; THENCE S.36°47'04"E. A DISTANCE OF 166.12 FEET; THENCE S.57°56'47"E. A DISTANCE OF 363.01 FEET; THENCE S.89°51'15"W. A DISTANCE OF 689.35 FEET; THENCE S.00°08'45"E. A DISTANCE OF 2548.41 FEET; THENCE N.72°02'22"W. A DISTANCE OF 369.39 FEET; THENCE N.42°42'17"W. A DISTANCE OF 210.15 FEET; THENCE S.43°41'18"W. A DISTANCE OF 89.11 FEET TO A POINT OF CURVATURE OF A 115.00--FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.23 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 101°45'14" AND A CHORD THAT BEARS S.77°42'48"W. A DISTANCE OF 178.43 FEET TO A POINT OF CURVATURE OF A 2246.14--FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 450.50 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°29'30" AND A CHORD THAT BEARS S.32°34'56"W. A DISTANCE OF 449.74 FEET; THENCE S.47°02'56"E. A DISTANCE OF 215.96 FEET; THENCE S.39°23'57"W. A DISTANCE OF 127.10 FEET; THENCE S.42°24'03"W. A DISTANCE OF 148.43 FEET; THENCE S.45°17'12"W. A DISTANCE OF 116.47 FEET; THENCE S.48°13'23"W. A DISTANCE OF 153.06 FEET; THENCE S.51°14'18"W. A DISTANCE OF 123.70 FEET; THENCE S.54°06'51"W. A DISTANCE OF 140.28 FEET; THENCE S.57°03'52"W. A DISTANCE OF 130.53 FEET; THENCE S.59°42'47"W. A DISTANCE OF 112.60 FEET; THENCE S.62°22'49"W. A DISTANCE OF 132.23 FEET; THENCE S.65°03'10"W. A DISTANCE OF 113.10 FEET; THENCE S.67°38'26"W. A DISTANCE OF 124.44 FEET; THENCE S.69°35'04"W. A DISTANCE OF 117.02 FEET; THENCE S.66°59'42"W. A DISTANCE OF 242.72 FEET; THENCE S.70°47'17"W. A DISTANCE OF 152.25 FEET; THENCE S.80°04'35"W. A DISTANCE OF 222.12 FEET; THENCE N.18°19'43"E. A DISTANCE OF 510.80 FEET; THENCE N.76°20'23"E. A DISTANCE OF 71.37 FEET; THENCE N.82°05'58"E. A DISTANCE OF 103.48 FEET; THENCE N.89°47'08"E. A DISTANCE OF 134.84 FEET; THENCE N.83°00'16"E. A DISTANCE OF 93.12 FEET; THENCE N.85°08'22"E. A DISTANCE OF 58.23 FEET; THENCE N.61°16'50"E. A DISTANCE OF 43.64 FEET; THENCE N.55°35'00"E. A DISTANCE OF 104.75 FEET; THENCE N.24°44'44"E. A DISTANCE OF 103.22 FEET; THENCE N.31°08'38"E. A DISTANCE OF 76.38 FEET; THENCE N.20°06'39"E. A DISTANCE OF 53.85 FEET; THENCE N.42°47'04"E. A DISTANCE OF 108.69 FEET; THENCE S.71°06'23"E. A DISTANCE OF 101.92 FEET; THENCE N.50°38'17"E. A DISTANCE OF 137.46 FEET; THENCE N.00°54'37"W. A DISTANCE OF 98.85 FEET; THENCE N.04°48'27"E. A DISTANCE OF 187.36 FEET; THENCE N.00°47'08"W. A DISTANCE OF 114.54 FEET; THENCE N.17°46'30"E. A DISTANCE OF 210.89 FEET; THENCE N.13°52'22"E. A DISTANCE OF 118.57 FEET; THENCE N.19°26'57"E. A DISTANCE OF 140.90 FEET; THENCE N.10°23'15"E. A DISTANCE OF 107.88 FEET; THENCE N.23°32'16"E. A DISTANCE OF 46.77 FEET; THENCE N.30°01'30"E. A DISTANCE OF 207.22 FEET; THENCE N.37°32'00"E. A DISTANCE OF 78.62 FEET; THENCE N.37°30'45"E. A DISTANCE OF 57.17 FEET; THENCE N.26°37'56"E. A DISTANCE OF 33.63 FEET; THENCE N.04°59'04"E. A DISTANCE OF 23.67 FEET; THENCE N.07°29'40"W. A DISTANCE OF 51.25 FEET; THENCE N.30°10'58"E. A DISTANCE OF 137.46 FEET; THENCE N.34°00'27"E. A DISTANCE OF 93.46 FEET; THENCE N.33°59'20"E. A DISTANCE OF 157.30 FEET; THENCE N.24°59'43"E. A DISTANCE OF 53.33 FEET; THENCE N.09°24'47"E. A DISTANCE OF 43.51 FEET; THENCE N.15°43'49"E. A DISTANCE OF 54.69 FEET TO A POINT OF CURVATURE OF A 153.62--FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°43'30" AND A CHORD THAT BEARS N.02°31'28"E. A DISTANCE OF 94.24 FEET; THENCE N.13°57'01"W. A DISTANCE OF 99.11 FEET; THENCE N.25°37'15"W. A DISTANCE OF 73.15 FEET; THENCE N.42°33'13"W. A DISTANCE OF 108.02 FEET TO A POINT OF CURVATURE OF A 96.37--FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.66 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°00'32" AND A CHORD THAT BEARS N.00°04'38"E. A DISTANCE OF 69.09 FEET TO A POINT OF CURVATURE OF A 124.87--FOOT RADIUS NON-TANGENT REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.40 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°15'18" AND A CHORD THAT BEARS N.06°49'34"W. A DISTANCE OF 58.84 FEET; THENCE N.34°31'37"W. A DISTANCE OF 26.00 FEET TO A POINT OF CURVATURE OF A 340.48--FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.21 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°48'18" AND A CHORD THAT BEARS N.25°50'24"W. A DISTANCE OF 64.11 FEET TO A POINT OF CURVATURE OF A 226.79--FOOT RADIUS NON-TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 126.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 31°58'35" AND A CHORD THAT BEARS N.03°25'10"E. A DISTANCE OF 124.94 FEET; THENCE N.13°17'10"E. A DISTANCE OF 83.37 FEET; THENCE N.85°41'45"E. A DISTANCE OF 52.53 FEET; THENCE N.04°32'44"W. A DISTANCE OF 47.50 FEET; THENCE S.85°46'30"W. A DISTANCE OF 0.47 FEET; THENCE N.04°46'55"W. A DISTANCE OF 15.05 FEET TO A POINT OF CURVATURE OF A 50.00--FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS N.33°28'00"E. A DISTANCE OF 61.91 FEET TO A POINT OF CURVATURE OF A 100.00--FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS N.46°14'32"E. A DISTANCE OF 86.02 FEET; THENCE N.20°46'11"E. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 80.00--FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS N.00°27'45"E. A DISTANCE OF 55.53 FEET; THENCE N.37°30'45"E. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 85.00--FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS N.13°20'01"E. A DISTANCE OF 60.20 FEET TO A POINT OF CURVATURE OF A 120.00--FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS N.16°36'34"E. A DISTANCE OF 119.65 FEET; THENCE N.13°17'36"W. A DISTANCE OF 31.46 FEET TO A POINT OF CURVATURE OF A 50.00--FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 42°54'13" AND A CHORD THAT BEARS N.08°09'30"E. A DISTANCE OF 36.57 FEET; THENCE N.29°36'37"E. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 150.00--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS N.16°43'50"E. A DISTANCE OF 66.87 FEET; THENCE N.03°51'04"E. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 200.00--FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.72 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'28" AND A CHORD THAT BEARS N.16°59'18"E. A DISTANCE OF 90.91 FEET; THENCE N.30°07'32"E. A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE OF A 125.00--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°06'58" AND A CHORD THAT BEARS N.17°04'03"E. A DISTANCE OF 56.48 FEET; THENCE N.04°00'34"E. A DISTANCE OF 14.94 FEET; THENCE S.58°10'40"E. A DISTANCE OF 385.06 FEET; THENCE N.38°33'44"E. A DISTANCE OF 51.98 FEET TO A POINT OF CURVATURE OF A 28.96--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 18°24'29" AND A CHORD THAT BEARS N.30°22'01"E. A DISTANCE OF 9.27 FEET; THENCE N.22°10'18"E. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 67.50--FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.24 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS N.30°22'01"E. A DISTANCE OF 19.24 FEET; THENCE N.38°33'44"E. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 95.50--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS N.05°52'23"W. A DISTANCE OF 133.72 FEET; THENCE N.50°18'30"W. A DISTANCE OF 20.73 FEET; THENCE N.38°47'54"E. A DISTANCE OF 83.65 FEET; THENCE S.50°17'37"E. A DISTANCE OF 39.64 FEET TO A POINT OF CURVATURE OF A 57.50--FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 99°17'23" AND A CHORD THAT BEARS N.80°03'42"E. A DISTANCE OF 87.64 FEET; THENCE N.30°25'00"E. A DISTANCE OF 182.79 FEET; THENCE S.54°26'16"E. A DISTANCE OF 98.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,836,683 SQ.FT. OR 88.08 ACRES.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	90.63'	44.38'	75.68'	S28°07'35"E	117°00'49"
C2	106.40'	51.00'	88.12'	N81°40'22"W	119°31'48"
C3	16.54'	35.89'	16.39'	S46°45'26"W	26°24'16"
C4	12.16'	42.50'	12.12'	S46°45'26"W	16°23'25"
C5	204.23'	115.00'	178.43'	S77°42'48"W	101°45'14"
C6	450.50'	2246.14'	449.74'	S32°34'56"W	11°29'30"
C7	95.79'	153.62'	94.24'	N2°31'28"E	35°43'30"
C8	70.66'	96.37'	69.09'	N0°04'38"E	42°00'32"
C9	59.40'	124.87'	58.84'	N6°49'34"W	27°15'18"
C10	64.21'	340.48'	64.11'	N25°50'24"W	10°48'18"
C11	126.57'	226.79'	124.94'	N3°25'10"E	31°58'35"
C12	66.76'	50.00'	61.91'	N33°28'00"E	76°29'49"
C13	88.92'	100.00'	86.02'	N46°14'32"E	50°56'43"
C14	56.71'	80.00'	55.53'	N0°27'45"E	40°36'52"
C15	63.70'	55.00'	60.20'	N13°20'01"E	66°21'24"
C16	125.26'	120.00'	119.65'	N16°36'34"E	59°48'20"
C17	38.15'	50.00'	37.23'	N7°44'59"E	43°43'15"
C18	67.44'	150.00'	66.87'	N16°43'50"E	25°45'33"
C19	91.71'	200.00'	90.91'	N16°59'17"E	26°16'27"
C20	56.73'	125.00'	56.24'	N17°00'37"E	26°00'07"
C21	9.31'	28.96'	9.27'	N30°22'01"E	18°24'29"
C22	19.31'	67.50'	19.24'	N30°22'01"E	16°23'25"
C23	148.13'	95.50'	133.72'	N5°52'23"W	88°52'14"
C24	99.64'	57.50'	87.64'	N80°03'42"E	99°17'23"

LINE TABLE

LINE	LENGTH	DIRECTION
L1	28.67'	N26°37'56"E
L2	4.96'	N26°37'56"E
L3	23.67'	N4°59'04"E
L4	108.02'	N42°33'13"W
L5	26.00'	N34°31'37"W
L6	83.37'	N13°17'10"E
L7	52.53'	N85°41'45"E
L8	47.50'	N4°32'44"W
L9	15.05'	N4°46'55"W
L10	0.47'	S85°46'30"W
L11	30.74'	N13°17'02"W
L12	61.95'	N29°36'37"E
L13	24.94'	N3°51'04"E
L14	29.29'	N30°07'30"E
L15	14.94'	N4°00'34"E
L16	51.98'	N38°33'44"E
L17	47.16'	N38°33'44"E
L18	13.95'	N22°10'18"E
L19	20.73'	N50°18'30"W
L20	83.65'	N38°47'54"E

LINE TABLE

LINE	LENGTH	DIRECTION
L21	39.64'	S50°17'37"E
L22	182.79'	N30°25'00"E
L23	98.75'	S54°26'16"E
L24	184.84'	S30°31'35"W
L25	151.41'	S30°03'58"W
L26	70.56'	S38°33'44"W
L27	13.95'	S54°57'09"W
L28	59.08'	S38°33'44"W

Apple Valley, Utah

January 20, 2021

The Town Council (the "Council") of Town of Apple Valley, Utah (the "Town"), met in regular session (including by electronic means) on Wednesday, January 20, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

Marty Lisonbee	Mayor
Debbie Kopp	Council Member
Paul Edwardson	Council Member
Mike McLaughlin	Council Member
Dale Beddo	Council Member

Also present:

Michelle Kinney	Town Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Recorder in the official records of the Town. The resolution is as follows:

RESOLUTION _____

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF APPLE VALLEY, UTAH (THE “TOWN”), PROVIDING FOR THE CREATION OF JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the Town requesting adoption by resolution the approval of the creation of three separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17B, Chapter 2a, Part 12, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the Town and approve an annexation area of approximately 176.43 acres (the “Annexation Area”) which the district may annex into without further approval of the Town or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the Town may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the Town pursuant to the Act, and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Town held a public hearing on January 20, 2021 to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17B-2a-1204 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the Town and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah

a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a local district in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Council or the Town and further approves withdrawal of any area within the District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action of the Council or the Town, upon compliance with the terms of the PID Act and the Governing Document.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the Town, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved, and the District shall be governed by the terms thereof and applicable law.

6. The District Board are hereby appointed as follows:

- (a) Trustee 1 – Henry Isaksen, Jr. for an initial term of 6 years.
- (b) Trustee 2 – David Calder for an initial term of 4 years.
- (c) Trustee 3 – Kent Ohlsen for an initial term of 6 years.

7. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Washington County within 30 days of the issuance of an issuance of the Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

10. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley,
Utah, on January 20, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on January 20, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Town’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Council of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Town to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the Town, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the Town on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 20, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

Entity: Apple Valley

Body: Town Council

Subject:	Business
Notice Title:	Apple Valley Town Council Public Hearing
Meeting Location:	1777 Meadowlark Drive Town of Apple Valley UT 84737
Event Date & Time:	January 20, 2021 January 20, 2021 06:00 PM
Description/Agenda:	<p style="text-align: right;">NOTICE AND AGENDA - AMENDED</p> <p>TOWN COUNCIL Public Hearing</p> <p>Notice is given that a public hearing of the Town Council of the Town of Apple Valley will be held on Wednesday, January 20th, 2021, commencing at 6:00 PM or shortly thereafter at 1777 N Meadowlark Dr, Apple Valley.</p> <p>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/85610138258</p> <p>To call into meeting, dial (253) 215 8782 and use Meeting ID 856 1013 8258</p> <p>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</p> <p>PUBLIC HEARING</p> <ol style="list-style-type: none"> 1. Ordinance 2020-27 An Ordinance Modifying Impact Fees 2. Regarding the creation of one or more public infrastructure districts by Town of Apple Valley, Utah (Jepson Canyon) <p>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.</p>

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

Notice of Electronic or telephone participation:

In accordance with state statute, one or more council members may be connected via speakerphone.

Other information:

Contact Information:

Michelle Kinney
(435)877-1190
mkinney@applevalleyut.gov

Posted on:

January 07, 2021 08:08 PM

Last edited on:

January 07, 2021 08:08 PM

Printed from Utah's Public Notice Website (<http://pmn.utah.gov/>)

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR**

JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2

TOWN OF APPLE VALLEY, UTAH

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I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the District's Governing Document.

The Town's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Property Tax Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Property Tax Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Property Tax Levy on taxable properties and which shall not exceed the Maximum Property Tax Levy Imposition Term on taxable properties. It is the intent

of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the Town for annexation into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit B-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means the general development plan that is approved under the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

Town: means the Town of Apple Valley, Utah.

Town Code: means the Town Code of Apple Valley, Utah.

Town Council: means the Apple Valley Town Council.

Development Agreement: Means the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

District: means the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property

taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the Town Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the Town Council in accordance with the Town's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B-1**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Property Tax Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Property Tax Levy: means the maximum property tax levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Property Tax Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District

and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly referred to as Jepson Canyon Resort Development.

PID Act: means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

Public Improvements: means a part or all of the real property and improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board. Public Improvements include, but are not limited to, water rights, a water tank, roads, utilities, package sewer plant or sewer system, and other public infrastructure serving the District.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 42.8 acres, and the total area proposed to be included in the Annexation Area Boundaries is approximately 176.43 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit B-1**, and a map of the Annexation Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Article V below. The District has prior consent from the Town to annex or withdraw any property within the Annexation Area Boundaries, without seeking further approval from the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 42.8 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

The full-time resident population of the District at build-out is estimated to be approximately five people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire property and completed or partially completed improvements for fair market value as determined by the Board.

4. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the Annexation Area without the prior written consent of the Town. The Town, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation. The District's annexation right under this Section V.A.4(a) may be irrevocably abandoned as to a specified part of the District Area by the following actions: (i) the District enacts a resolution that particularly describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

(b) The Town, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the Town a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.4(a) and (b) shall not constitute an amendment of this Governing Document.

5. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$10,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

6. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy, Maximum Property Tax Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

7. Governing Document Amendment Requirement.

(a) This Governing Document has been drafted with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-6 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the Town and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public

Improvements within and without the boundaries of the District, as contemplated in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$5,000,000.00.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of 3 Trustees who shall be appointed by the Town Council pursuant to the PID Act. All seats are considered to be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of 6 years. Trustee 2 shall serve an initial term of 4 years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Board seats shall transition from appointed to elected seats six years from the date of any bond issuance by the District. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Town Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and this Governing Document. If a vacancy occurs in a Board seat before it has transitioned to an elected position under VI.B, the Town will fill the vacancy by appointing an individual who is an agent for the same property owner for whom the outgoing trustee was an agent.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the

Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code.

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

D. Maximum Property Tax Levy Imposition Term.

Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Property Tax Levy or, the Maximum Property Tax Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000.00 Dollars, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Manager's Office no later than July 1st of each year following the year in which the District was created.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. Audit of the District's financial statements, for the year ending December 31 of the previous year, but only if requested by the Town Council or required under Utah Code Section 51-2a-201, as amended;

13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of receipt of a certificate of incorporation from the Lieutenant Governor's Office, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A

Legal Description

**JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2
BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

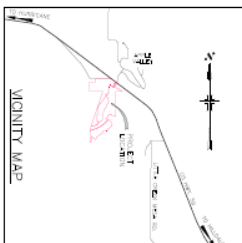
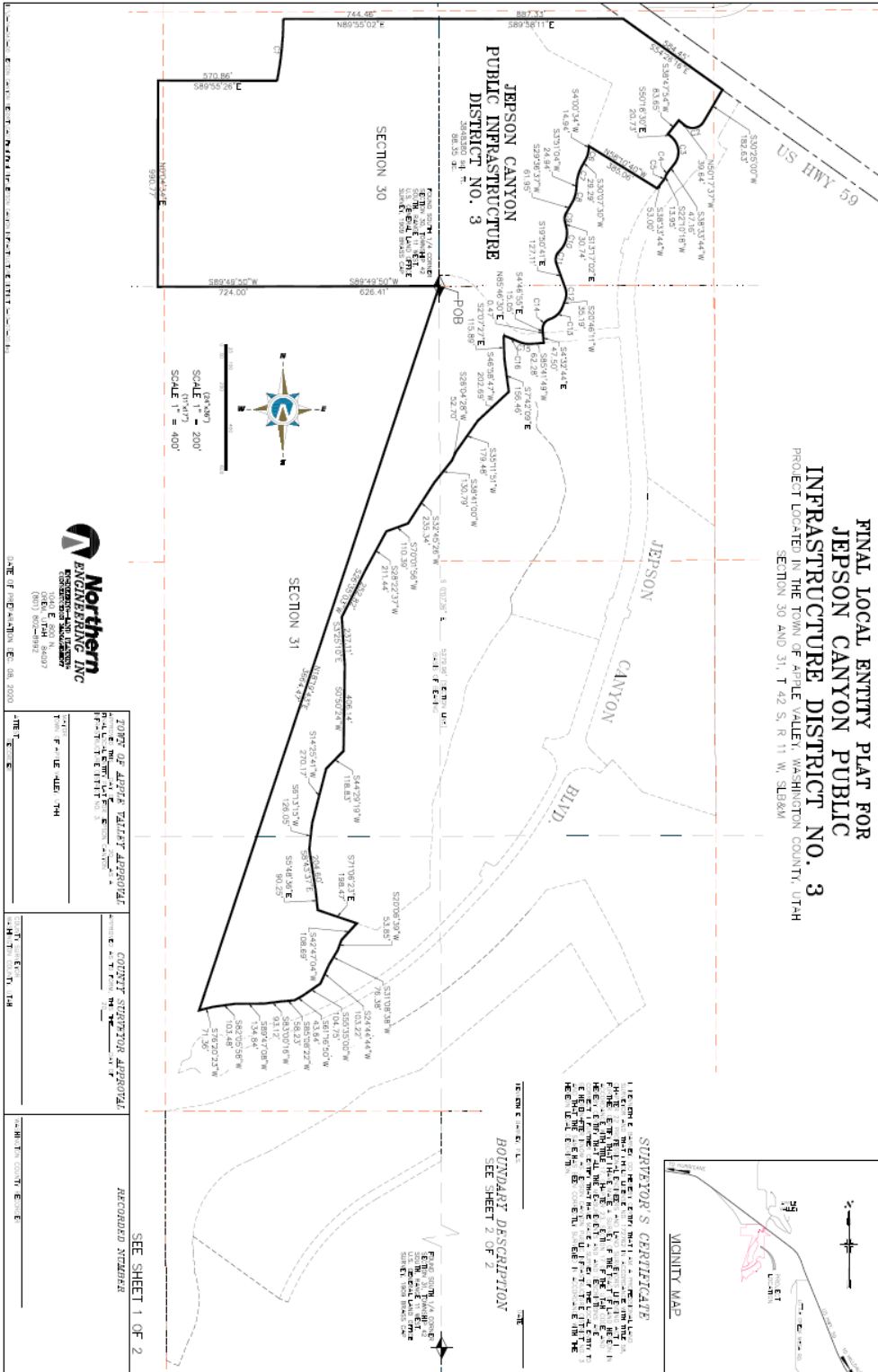
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE EAST A DISTANCE OF 688.45 FEET AND NORTH A DISTANCE OF 2429.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.28°15'35"E. A DISTANCE OF 367.09 FEET; THENCE S.22°27'27"E. A DISTANCE OF 301.90 FEET; THENCE S.52°49'00"W. A DISTANCE OF 159.31 FEET; THENCE S.49°19'45"W. A DISTANCE OF 463.06 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 160.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 152°54'46" AND A CHORD THAT BEARS S.29°14'05"W. A DISTANCE OF 116.66 FEET TO A POINT OF CURVATURE OF A 30-FOOT RADIUS REVERSE TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 46°01'23" AND A CHORD THAT BEARS S.82°40'47"W. A DISTANCE OF 23.45 FEET; THENCE S.59°40'06"W. A DISTANCE OF 8.52 FEET; THENCE S.89°53'32"W. A DISTANCE OF 414.76 FEET; THENCE S.00°07'36"E. A DISTANCE OF 241.58 FEET; THENCE S.59°40'06"W. A DISTANCE OF 357.33 FEET TO A POINT OF CURVATURE OF A 1000-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 666.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 38°12'15" AND A CHORD THAT BEARS S.40°33'58"W. A DISTANCE OF 654.51 FEET; THENCE N.68°32'09"W. A DISTANCE OF 45.00 FEET; THENCE N.54°05'09"W. A DISTANCE OF 512.46 FEET TO A POINT OF CURVATURE OF A 419.23-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°36'09" AND A CHORD THAT BEARS S.01°22'41"E. A DISTANCE OF 77.47 FEET; THENCE S.04°01'28"E. A DISTANCE OF 99.03 FEET TO A POINT OF CURVATURE OF A 412.94-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 341.08 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 47°19'30" AND A CHORD THAT BEARS S.05°35'58"W. A DISTANCE OF 331.46 FEET; THENCE S.21°10'16"W. A DISTANCE OF 124.09 FEET TO A POINT OF CURVATURE OF A 355.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.55 FEET, SAID CURVE

HAVING A CENTRAL ANGLE OF 10°34'47" AND A CHORD THAT BEARS N.66°54'35"W. A DISTANCE OF 65.46 FEET; THENCE N.00°07'53"W. A DISTANCE OF 1196.07 FEET; THENCE N.80°04'35"E. A DISTANCE OF 222.12 FEET; THENCE N.70°47'17"E. A DISTANCE OF 152.25 FEET; THENCE N.66°59'42"E. A DISTANCE OF 242.72 FEET; THENCE N.69°35'04"E. A DISTANCE OF 117.02 FEET; THENCE N.67°38'26"E. A DISTANCE OF 124.44 FEET; THENCE N.65°03'10"E. A DISTANCE OF 113.10 FEET; THENCE N.62°22'49"E. A DISTANCE OF 132.23 FEET; THENCE N.59°42'47"E. A DISTANCE OF 112.60 FEET; THENCE N.57°03'52"E. A DISTANCE OF 130.53 FEET; THENCE N.54°06'51"E. A DISTANCE OF 140.27 FEET; THENCE N.51°14'18"E. A DISTANCE OF 123.70 FEET; THENCE N.48°13'23"E. A DISTANCE OF 153.06 FEET; THENCE N.45°17'12"E. A DISTANCE OF 116.47 FEET; THENCE N.42°24'03"E. A DISTANCE OF 148.43 FEET; THENCE N.39°23'57"E. A DISTANCE OF 127.10 FEET; THENCE N.37°57'24"E. A DISTANCE OF 5.31 FEET; THENCE N.75°12'54"E. A DISTANCE OF 191.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,864,487 SQ.FT. OR 42.80 ACRES.

**FINAL LOCAL ENTITY PLAT FOR
JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**
PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, OHA
SECTION 30 AND 31, T 42 S, R 11 W, SL8&W



STIPULATOR'S CERTIFICATE
I, **STIPULATOR**, hereby certify that the above plat is a true and correct copy of the original plat as filed in the office of the County Auditor of Washington County, Ohio, and that the same is a true and correct copy of the original plat as filed in the office of the County Auditor of Washington County, Ohio, and that the same is a true and correct copy of the original plat as filed in the office of the County Auditor of Washington County, Ohio.

BOUNDARY DESCRIPTION
SEE SHEET 2 OF 2



TOWN OF APPLE VALLEY APPROVAL
APPROVED: _____
DATE: _____

COUNTY SUPERVISOR APPROVAL
APPROVED: _____
DATE: _____

RECORDED NUMBER

SEE SHEET 1 OF 2

DATE OF PREPARATION: OCT. 08, 2008

PROJECT NO. 08-0882

DATE: 10/8/08

BY: T.M. 8497

PROJECT NO. 08-0882

DATE: 10/8/08

BY: T.M. 8497

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DATE: 10/8/08

BY: T.M. 8497

EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the Town (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the Town except upon consent of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17B-2a-1204(3), Utah Code.

4. Total Debt Issuance. The District shall not issue Debt in excess of \$10,000,000 Dollars. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

5. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

6. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

7. Disclosure to Purchasers. Within thirty (30) days of the Lieutenant Governor’s issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

8. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-6 or VIII.B-G of the Governing Document shall be deemed to be material violations to the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager’s Office no later than July 1st of each year following the year in which the

District was created, containing the information set forth in Section IX of the Governing Document.

10. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

11. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

12. Maximum Property Tax Levy Imposition Term. Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 2
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

To the Town: Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737
Attn: Mayor’s Office
Phone: (435) 877-1190

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof

in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

Executed as of the date indicated on the first page of this Agreement.

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on January 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this _____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for
JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 2,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021.

NOTARY PUBLIC

EXHIBIT "A"

Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

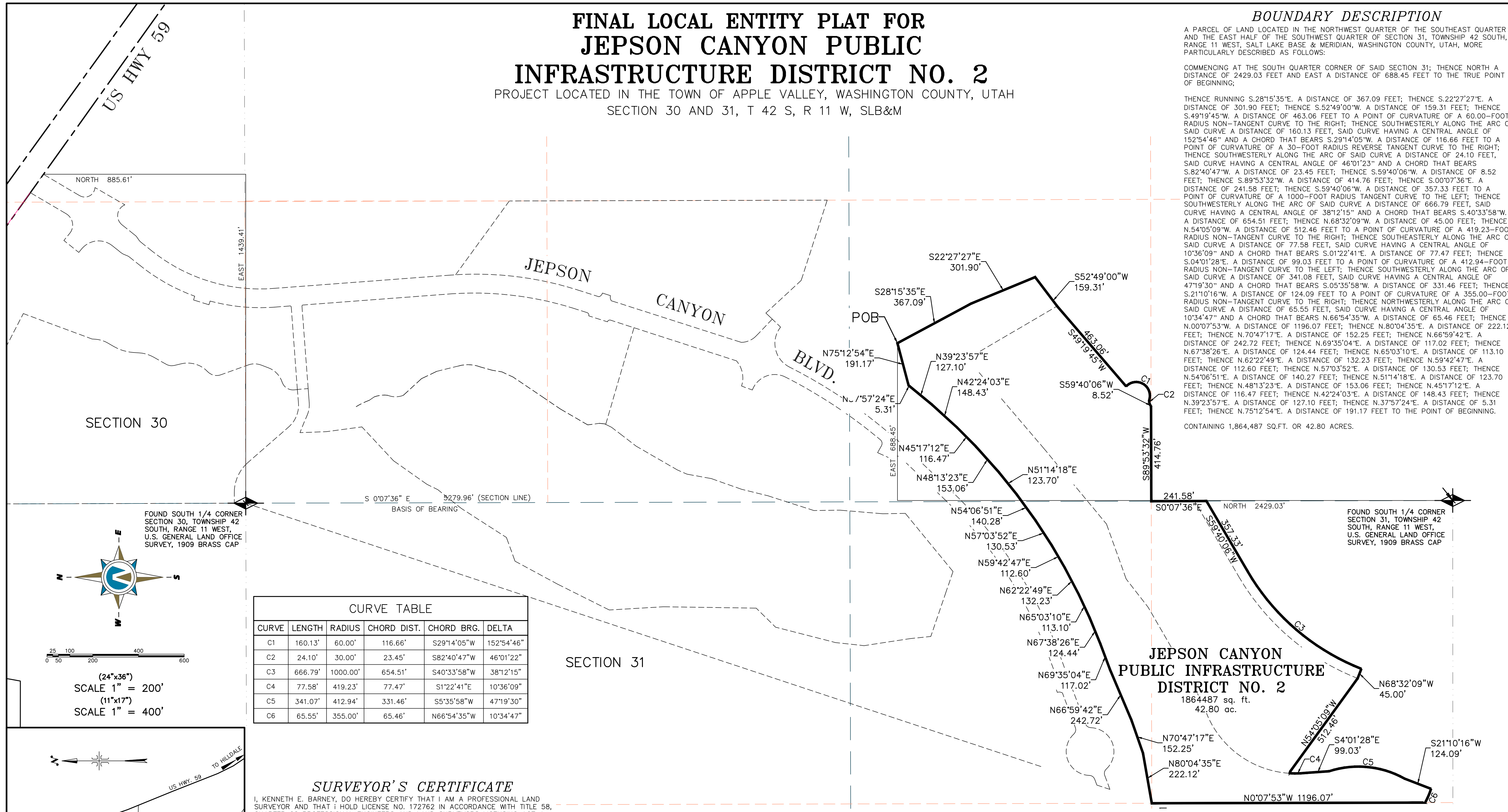
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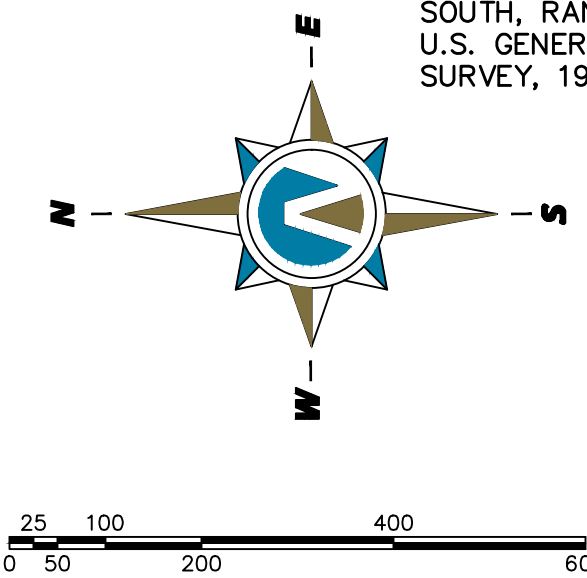
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CONTAINING 1,864,487 SQ.FT. OR 42.80 ACRES.

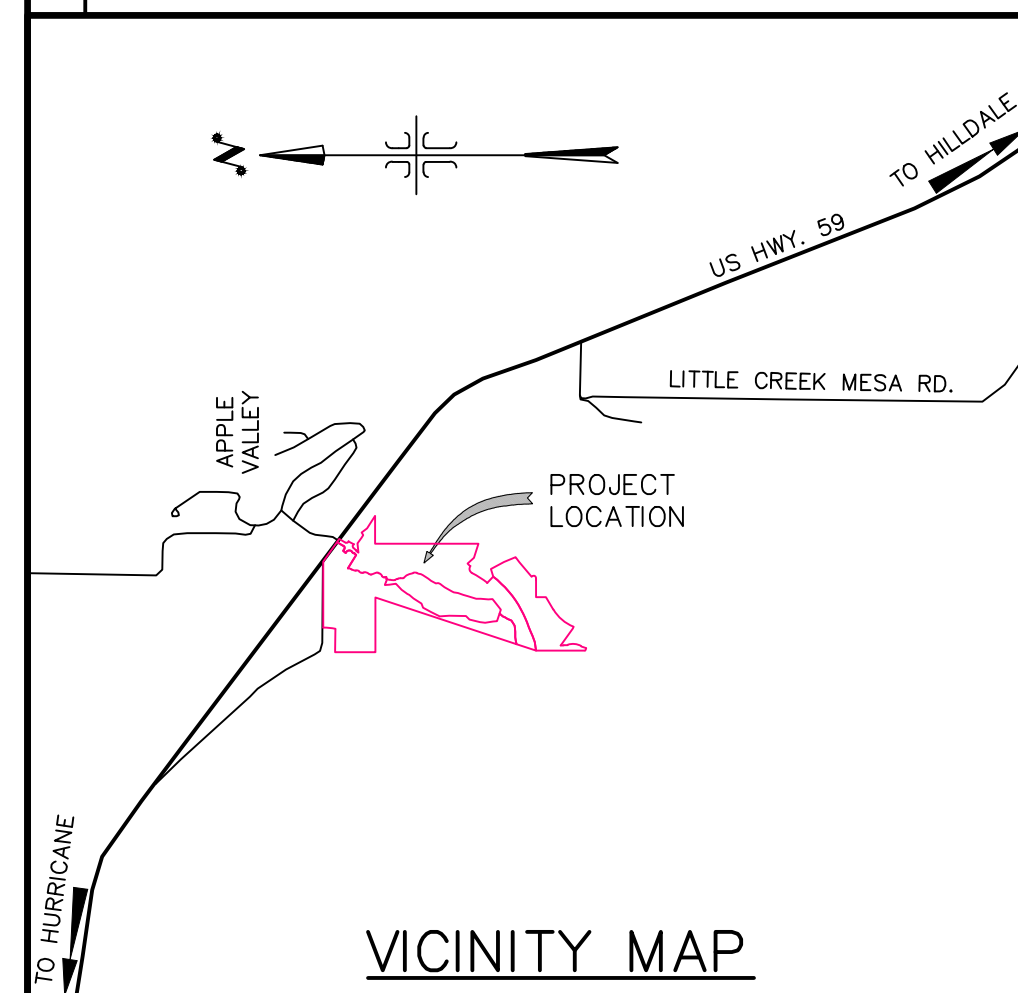


FOUND SOUTH 1/4 CORNER SECTION 30, TOWNSHIP 42 SOUTH, RANGE 11 WEST, U.S. GENERAL LAND OFFICE SURVEY, 1909 BRASS CAP

FOUND SOUTH 1/4 CORNER SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, U.S. GENERAL LAND OFFICE SURVEY, 1909 BRASS CAP



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	160.13'	60.00'	116.66'	S29°14'05"W	152°54'46"
C2	24.10'	30.00'	23.45'	S82°40'47"W	46°01'22"
C3	666.79'	1000.00'	654.51'	S40°33'58"W	38°12'15"
C4	77.58'	419.23'	77.47'	S1°22'41"E	10°36'09"
C5	341.07'	412.94'	331.46'	S5°35'58"W	47°19'30"
C6	65.55'	355.00'	65.46'	N66°54'35"W	10°34'47"



SURVEYOR'S CERTIFICATE
I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND HEREON IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17 OF THE UTAH CODE, AND HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND AND DESCRIPTIONS ARE CORRECT. I FURTHER CERTIFY THAT HAVE MADE A SURVEY OF THE LOCAL ENTITY TO BE HEREINAFTER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 2 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

KENNETH E. BARNEY, P.L.S. DATE: _____

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

DATE OF PREPARATION DEC. 08, 2020

<p>TOWN OF APPLE VALLEY APPROVAL APPROVED THIS _____ DAY OF _____, 20____ AS A FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON INFRASTRUCTURE DISTRICT NO. 2.</p> <p>MAYOR TOWN OF APPLE VALLEY, UTAH</p> <p>ATTEST: RECORDER</p>	<p>COUNTY SURVEYOR APPROVAL APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____.</p> <p>COUNTY SURVEYOR WASHINGTON COUNTY, UTAH</p>	<p>RECORDED NUMBER</p> <p>WASHINGTON COUNTY RECORDER</p>
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Apple Valley, Utah

January 20, 2021

The Town Council (the "Council") of Town of Apple Valley, Utah (the "Town"), met in regular session (including by electronic means) on Wednesday, January 20, 2021, at its regular meeting place in Apple Valley, Utah at 6:00 p.m., with the following members of the Council being present:

Marty Lisonbee	Mayor
Debbie Kopp	Council Member
Paul Edwardson	Council Member
Mike McLaughlin	Council Member
Dale Beddo	Council Member

Also present:

Michelle Kinney	Town Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Town Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this January 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Recorder in the official records of the Town. The resolution is as follows:

RESOLUTION _____

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF APPLE VALLEY, UTAH (THE “TOWN”), PROVIDING FOR THE CREATION OF JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 (THE “DISTRICT”) AS AN INDEPENDENT LOCAL DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the Town requesting adoption by resolution the approval of the creation of three separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17B, Chapter 2a, Part 12, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the Town and approve an annexation area of approximately 130.88 acres (the “Annexation Area”) which the district may annex into without further approval of the Town or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the Town may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the Town pursuant to the Act, and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Town held a public hearing on January 20, 2021 to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17B-2a-1204 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the Town and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah

a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat attached thereto as Boundary Notice Exhibit B (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a local district in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Council or the Town and further approves withdrawal of any area within the District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action of the Council or the Town, upon compliance with the terms of the PID Act and the Governing Document.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the Town, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved, and the District shall be governed by the terms thereof and applicable law.

6. The District Board are hereby appointed as follows:

- (a) Trustee 1 – Henry Isaksen, Jr. for an initial term of 6 years.
- (b) Trustee 2 – David Calder for an initial term of 4 years.
- (c) Trustee 3 – Kent Ohlsen for an initial term of 6 years.

7. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Washington County within 30 days of the issuance of an issuance of the Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

10. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

11. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley,
Utah, on January 20, 2021.

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

ATTEST:

By: _____
Town Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned of the Town of Apple Valley, Utah (“the Town”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on January 20, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Town’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Council of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Town to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the Town, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the Town on _____ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 20, 2021.

By: _____
Town Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

Entity: Apple Valley

Body: Town Council

Subject:	Business
Notice Title:	Apple Valley Town Council Public Hearing
Meeting Location:	1777 Meadowlark Drive Town of Apple Valley UT 84737
Event Date & Time:	January 20, 2021 January 20, 2021 06:00 PM
Description/Agenda:	<p style="text-align: right;">NOTICE AND AGENDA - AMENDED</p> <p>TOWN COUNCIL Public Hearing</p> <p>Notice is given that a public hearing of the Town Council of the Town of Apple Valley will be held on Wednesday, January 20th, 2021, commencing at 6:00 PM or shortly thereafter at 1777 N Meadowlark Dr, Apple Valley.</p> <p>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/85610138258</p> <p>To call into meeting, dial (253) 215 8782 and use Meeting ID 856 1013 8258</p> <p>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</p> <p>PUBLIC HEARING</p> <ol style="list-style-type: none"> 1. Ordinance 2020-27 An Ordinance Modifying Impact Fees 2. Regarding the creation of one or more public infrastructure districts by Town of Apple Valley, Utah (Jepson Canyon) <p>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.</p>

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

Notice of Electronic or telephone participation:

In accordance with state statute, one or more council members may be connected via speakerphone.

Other information:

Contact Information:

Michelle Kinney
(435)877-1190
mkinney@applevalleyut.gov

Posted on:

January 07, 2021 08:08 PM

Last edited on:

January 07, 2021 08:08 PM

Printed from Utah's Public Notice Website (<http://pmn.utah.gov/>)

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR**

JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

TOWN OF APPLE VALLEY, UTAH

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EXHIBIT C Interlocal Agreement between the District and Apple Valley

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding the District's Governing Document.

The Town's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Property Tax Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Property Tax Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Property Tax Levy on taxable properties and which shall not exceed the Maximum Property Tax Levy Imposition Term on taxable properties. It is the intent

of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Property Tax Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the Town for annexation into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit B-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means the general development plan that is approved under the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

Town: means the Town of Apple Valley, Utah.

Town Code: means the Town Code of Apple Valley, Utah.

Town Council: means the Apple Valley Town Council.

Development Agreement: Means the Development Agreement for the Jepson Canyon Resort that is dated June 12, 2019, as may be amended from time to time.

District: means the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property

taxes subject to the Maximum Property Tax Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the Town Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the Town Council in accordance with the Town's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B-1**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Property Tax Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Property Tax Levy: means the maximum property tax levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Property Tax Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant who: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District

and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property commonly referred to as Jepson Canyon Resort Development.

PID Act: means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

Public Improvements: means a part or all of the real property and improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board. Public Improvements include, but are not limited to, water rights, a park, package sewer plant or sewer system, roads, utilities, and other public infrastructure serving the District.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 88.35 acres, and the total area proposed to be included in the Annexation Area Boundaries is approximately 130.88 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit B-1**, and a map of the Annexation Area Boundaries is attached hereto as **Exhibit B-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Article V below. The District has prior consent from the Town to annex or withdraw any property within the Annexation Area Boundaries, without seeking further approval from the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 88.35 acres of unimproved land. The current assessed valuation of the District is approximately \$30.00 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the

Financial Plan. The full-time resident population of the District at build-out is estimated to be approximately 180 people.

V. DESCRIPTION OF POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire property and completed or partially completed improvements for fair market value as determined by the Board.

4. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the Annexation Area without the prior written consent of the Town. The Town, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation. The District's annexation right under this Section V.A.4(a) may be irrevocably abandoned as to a specified part of the District Area by the following actions: (i) the District enacts a resolution that particularly describes the area to which the abandonment applies; and (ii) the District records an instrument with the Washington County Recorder that identifies the area to which the abandonment applies.

(b) The Town, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the Town a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.4(a) and (b) shall not constitute an amendment of this Governing Document.

5. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$10,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

6. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy, Maximum Property Tax Levy Imposition Term and the Fees have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

7. Governing Document Amendment Requirement.

(a) This Governing Document has been drafted with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-6 above or in VIII.B-G. shall be deemed to be material violations of this Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the Town and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public

Improvements within and without the boundaries of the District, as contemplated in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$5,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of 3 Trustees who shall be appointed by the Town Council pursuant to the PID Act. All seats are considered to be at large. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of 6 years. Trustee 2 shall serve an initial term of 4 years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Board seats shall transition from appointed to elected seats six years from the date of any bond issuance by the District. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Town Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and this Governing Document. If a vacancy occurs in any board seat before it has transitioned to an elected position under VI.B, the Town will fill the vacancy by appointing an individual who is an agent for the same property owner for whom the outgoing trustee was an agent.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the

Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Property Tax Levy Imposition Term from revenues derived from the Maximum Property Tax Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \$10,000,000 Dollars and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code.

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

D. Maximum Property Tax Levy Imposition Term.

Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Property Tax Levy or, the Maximum Property Tax Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$100,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 Dollars, which will be eligible for reimbursement from Debt proceeds.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Manager's Office no later than July 1st of each year following the year in which the District was created.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town as of December 31 of the prior year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the Creating Entity;
10. The assessed valuation of the District for the current year;
11. Current year budget including a description of the Public Improvements to be constructed in such year;

12. Audit of the District's financial statements, for the year ending December 31 of the previous year, but only if requested by the Town Council or required under Utah Code Section 51-2a-201, as amended;

13. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

14. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of receipt of a certificate of incorporation from the Lieutenant Governor's Office, the Board shall record a notice with the Washington County Recorder. The notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

XII. INTERLOCAL AGREEMENT

The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as **Exhibit C**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit C** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material violation. The Town Council shall approve the Interlocal Agreement in the form attached as **Exhibit C** at the public meeting approving the Governing Document.

EXHIBIT A

Legal Description

**JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3
BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;
SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.89°49'50"W. A DISTANCE OF 1350.41 FEET; THENCE N.00°04'34"E. A DISTANCE OF 990.77 FEET; THENCE S.89°55'26"E. A DISTANCE OF 570.86 FEET TO A POINT OF CURVATURE OF A 1555.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 298.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°59'29" AND A CHORD THAT BEARS N.05°47'46"E. A DISTANCE OF 297.85 FEET; THENCE N.89°55'02"E. A DISTANCE OF 744.46 FEET; THENCE S.89°58'11"E. A DISTANCE OF 887.33 FEET; THENCE S.54°26'16"E. A DISTANCE OF 584.45 FEET; THENCE S.30°25'00"W. A DISTANCE OF 182.63 FEET TO A POINT OF CURVATURE OF A 57.67-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°42'37" AND A CHORD THAT BEARS S.75°41'38"W. A DISTANCE OF 82.06 FEET; THENCE N.50°55'59"W. A DISTANCE OF 48.14 FEET; THENCE S.38°47'54"W. A DISTANCE OF 83.65 FEET; THENCE S.50°18'30"E. A DISTANCE OF 20.73 FEET TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS S.05°52'23"E. A DISTANCE OF 133.72 FEET; THENCE S.38°33'44"W. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 67.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.30°22'01"W. A DISTANCE OF 19.24 FEET; THENCE S.22°10'18"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 28.96-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.29°21'29"W. A DISTANCE OF 8.26 FEET; THENCE S.38°33'44"W.

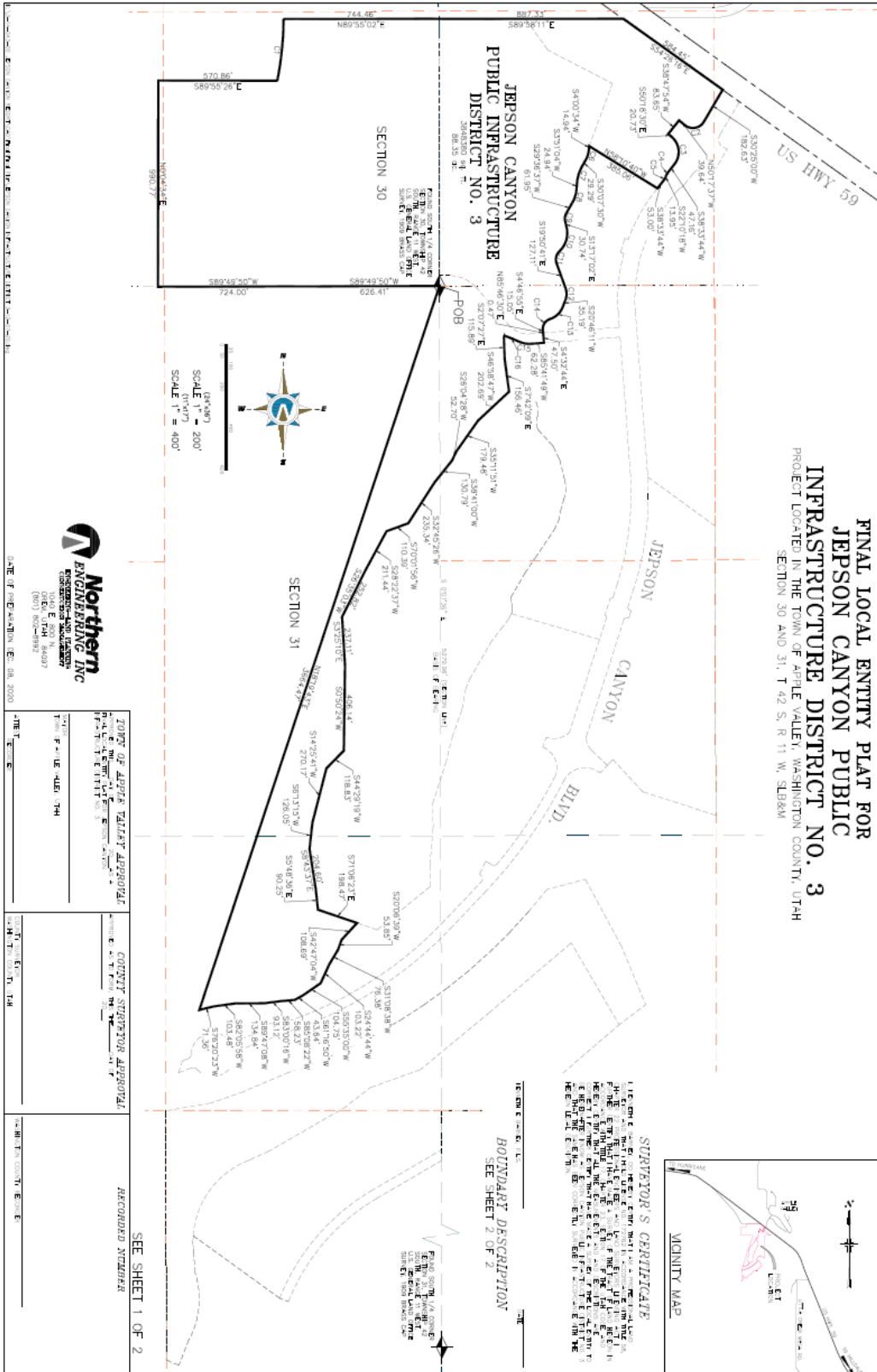
A DISTANCE OF 53.00 FEET; THENCE N.58°10'40"W. A DISTANCE OF 385.06 FEET; THENCE S.04°00'43"W. A DISTANCE OF 14.94 FEET TO A POINT OF CURVATURE OF A 125.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.73 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°00'07" AND A CHORD THAT BEARS S.17°00'37"W. A DISTANCE OF 56.24 FEET; THENCE S.30°07'30"W. A DISTANCE OF 29.29 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'27" AND A CHORD THAT BEARS S.16°59'17"W. A DISTANCE OF 90.91 FEET; THENCE S.03°51'04"W. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS S.16°43'50"W. A DISTANCE OF 66.87 FEET; THENCE S.29°36'37"W. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 43°43'15" AND A CHORD THAT BEARS S.07°44'59"W. A DISTANCE OF 37.23 FEET; THENCE S.13°17'02"E. A DISTANCE OF 30.74 FEET TO A POINT OF CURVATURE OF A 120.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS S.16°36'34"W. A DISTANCE OF 119.65 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS S.13°20'01"W. A DISTANCE OF 60.20 FEET; THENCE S.19°50'41"E. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS S.00°27'45"W. A DISTANCE OF 55.53 FEET; THENCE S.20°46'11"W. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 100.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS S.46°14'32"W. A DISTANCE OF 86.02 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS S.33°28'00"W. A DISTANCE OF 61.91 FEET; THENCE S.04°46'55"E. A DISTANCE OF 15.05 FEET; THENCE N.85°46'30"E. A DISTANCE OF 0.47 FEET;

THENCE S.04°32'44"E. A DISTANCE OF 47.50 FEET; THENCE S.85°41'49"W. A DISTANCE OF 62.28 FEET;

TO A POINT OF CURVATURE OF A 117.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 28°37'50" AND A CHORD THAT BEARS N.79°59'17"W. A DISTANCE OF 57.86 FEET TO A POINT OF CURVATURE OF A 1200.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 03°48'22" AND A CHORD THAT BEARS N.67°34'32"W. A DISTANCE OF 79.70 FEET; THENCE S.02°07'27"E. A DISTANCE OF 115.89 FEET; THENCE S.07°42'09"E. A DISTANCE OF 156.46 FEET; THENCE S.46°58'47"W. A DISTANCE OF 202.69 FEET; THENCE S.35°11'51"W. A DISTANCE OF 179.48 FEET; THENCE S.26°04'28"W. A DISTANCE OF 52.70 FEET; THENCE S.38°41'00"W. A DISTANCE OF 130.79 FEET; THENCE S.32°45'26"W. A DISTANCE OF 235.34 FEET; THENCE S.70°01'56"W. A DISTANCE OF 110.39 FEET; THENCE S.28°22'37"W. A DISTANCE OF 211.44 FEET; THENCE S.26°35'03"W. A DISTANCE OF 252.82 FEET; THENCE S.03°25'10"E. A DISTANCE OF 237.11 FEET; THENCE S.00°50'24"W. A DISTANCE OF 406.14 FEET; THENCE S.44°29'19"W. A DISTANCE OF 118.83 FEET; THENCE S.14°25'41"W. A DISTANCE OF 270.17 FEET; THENCE S.06°13'15"W. A DISTANCE OF 126.05 FEET; THENCE S.08°43'37"E. A DISTANCE OF 204.60 FEET; THENCE S.05°48'36"E. A DISTANCE OF 90.25 FEET; THENCE S.71°06'23"E. A DISTANCE OF 198.47 FEET; THENCE S.42°47'04"W. A DISTANCE OF 108.69 FEET; THENCE S.20°06'39"W. A DISTANCE OF 53.85 FEET; THENCE S.31°08'38"W. A DISTANCE OF 76.38 FEET; THENCE S.24°44'44"W. A DISTANCE OF 103.22 FEET; THENCE S.55°35'00"W. A DISTANCE OF 104.75 FEET; THENCE S.61°16'50"W. A DISTANCE OF 43.64 FEET; THENCE S.85°08'22"W. A DISTANCE OF 58.23 FEET; THENCE S.83°00'16"W. A DISTANCE OF 93.12 FEET; THENCE S.89°47'08"W. A DISTANCE OF 134.84 FEET; THENCE S.82°05'58"W. A DISTANCE OF 103.48 FEET; THENCE S.76°20'23"W. A DISTANCE OF 71.36 FEET; THENCE N.18°19'43"E. A DISTANCE OF 3664.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,848,380 SQ.FT. OR 88.35 ACRES.

EXHIBIT B-1: INITIAL DISTRICT BOUNDARY MAP



**FINAL LOCAL ENTRY PLAT FOR
JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**
PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, S288M

STATEMENT OF CERTIFICATE
I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of the county of Washington, Utah, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Washington, Utah, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Washington, Utah.

BOUNDARY DESCRIPTION
SEE SHEET 2 OF 2



Northern Engineering Inc.
REGISTERED PROFESSIONAL ENGINEER
No. 10001
No. 10001
No. 10001

DATE OF PREPARATION: 08/08/2020

TOWN OF APPLE VALLEY APPROVAL:
DATE: _____
BY: _____

COUNTY SUPERVISOR APPROVAL:
DATE: _____
BY: _____

RECORDED NUMBER:

SEE SHEET 1 OF 2

EXHIBIT C

Interlocal Agreement between the District and Town of Apple Valley

INTERLOCAL AGREEMENT BETWEEN
TOWN OF APPLE VALLEY, UTAH
AND
JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the Town of Apple Valley, a municipal corporation of the State of Utah (“Town”), and JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3, a political subdivision of the State of Utah (the “District”). The Town and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the Town (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and applicable provisions of the Town Code.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the Town. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the Town except upon consent of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17B-2a-1204(3), Utah Code.

4. Total Debt Issuance. The District shall not issue Debt in excess of \$10,000,000 Dollars. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District.

5. Bankruptcy. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term have been established under the authority of the Town to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Property Tax Levy and the Maximum Property Tax Levy Imposition Term, shall be deemed a material violation of the Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Governing Document Amendment.

6. Dissolution. Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

7. Disclosure to Purchasers. Within thirty (30) days of the Lieutenant Governor’s issuance of a certificate of incorporation for the District, the Board shall record a notice with the Washington County Recorder. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the Town, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Property Tax Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the Town.

8. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-6 or VIII.B-G of the Governing Document shall be deemed to be material violations to the Governing Document and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

9. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager’s Office no later than July 1st of each year following the year in which the

District was created, containing the information set forth in Section XI of the Governing Document.

10. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

11. Maximum Property Tax Levy.

(a) The maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 9 mills (the “Maximum Property Tax Levy”); provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8).

(b) Such Maximum Property Tax Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205.

12. Maximum Property Tax Levy Imposition Term. Each bond issued by the District shall mature within 40 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “Maximum Property Tax Levy Imposition Term”).

13. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 3
Attn: Henry Isaksen
2059 N. Chettro Trail
St. George, UT 84770
Phone: (435) 680-7500

To the Town: Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737
Attn: Mayor’s Office
Phone: (435) 877-1190

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof

in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

14. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

15. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

16. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

17. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

18. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

21. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

23. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

24. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

Executed as of the date indicated on the first page of this Agreement.

**JEPSON CANYON PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: _____
Chair

Attest:

Clerk

TOWN OF APPLE VALLEY, UTAH

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Apple Valley, Utah (the “Council”), acting in its capacity as the creating entity for the JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on January 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this _____ day of _____, 2021.

**TOWN COUNCIL, TOWN OF APPLE VALLEY, UTAH,
acting in its capacity as the creating authority for
JEPSON CANYON PUBLIC INFRASTRUCTURE
DISTRICT NO. 3,**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021.

NOTARY PUBLIC

EXHIBIT "A"

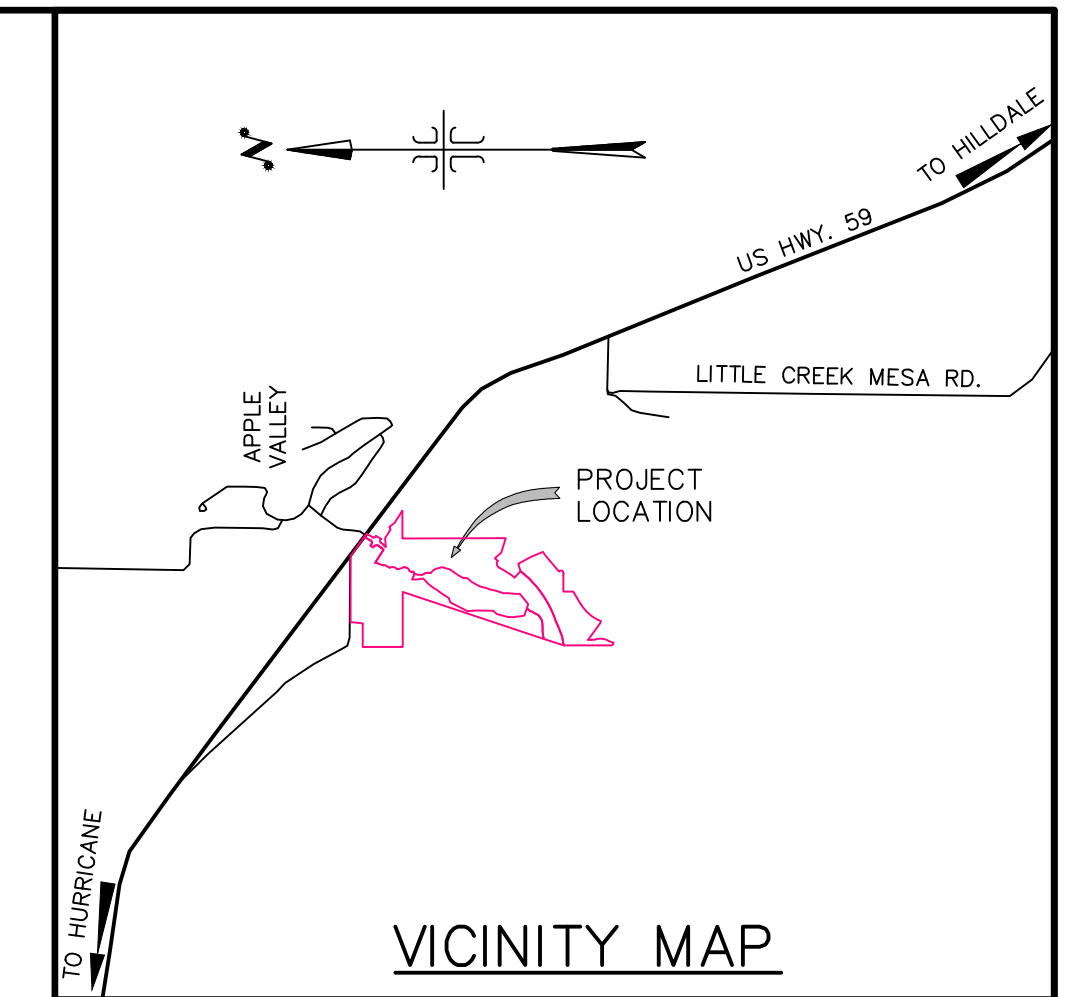
Copy of the Creation Resolution

EXHIBIT "B"

Final Local Entity Plat

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M



SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND HEREON IN ACCORDANCE WITH TITLE 17, CHAPTER 23, SECTION 17 OF THE UTAH CODE, AND HEREBY CERTIFY THAT ALL THE MEASUREMENTS AND AND DESCRIPTIONS ARE CORRECT. I FURTHER CERTIFY THAT HAVE MADE A SURVEY OF THE LOCAL ENTITY TO BE HEREINAFTER KNOWN AS JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED IN ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.

KENNETH E. BARNEY, P.L.S.

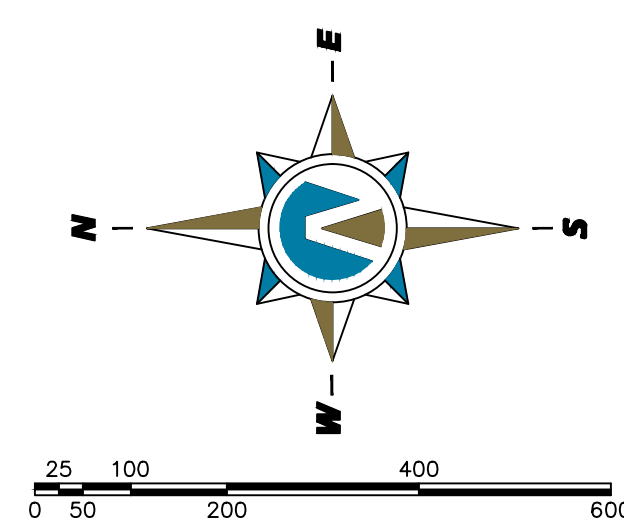
DATE: _____

BOUNDARY DESCRIPTION SEE SHEET 2 OF 2

**JEPSON CANYON
PUBLIC INFRASTRUCTURE
DISTRICT NO. 3**
3848380 sq. ft.
88.35 ac.

FOUND SOUTH 1/4 CORNER
SECTION 30, TOWNSHIP 42
SOUTH, RANGE 11 WEST,
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP

FOUND SOUTH 1/4 CORNER
SECTION 31, TOWNSHIP 42
SOUTH, RANGE 11 WEST,
U.S. GENERAL LAND OFFICE
SURVEY, 1909 BRASS CAP



(24"x36")
SCALE 1" = 200'
(11"x17")
SCALE 1" = 400'



DATE OF PREPARATION DEC. 08, 2020

TOWN OF APPLE VALLEY APPROVAL

APPROVED THIS _____ DAY OF _____, 20____ AS A
FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON
INFRASTRUCTURE DISTRICT NO. 3.

MAYOR
TOWN OF APPLE VALLEY, UTAH

ATTEST:
RECORDER

COUNTY SURVEYOR APPROVAL

APPROVED AS TO FORM, THIS THE _____ DAY OF _____, 20____.

COUNTY SURVEYOR
WASHINGTON COUNTY, UTAH

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

SEE SHEET 1 OF 2

FINAL LOCAL ENTITY PLAT FOR JEPSON CANYON PUBLIC INFRASTRUCTURE DISTRICT NO. 3

PROJECT LOCATED IN THE TOWN OF APPLE VALLEY, WASHINGTON COUNTY, UTAH
SECTION 30 AND 31, T 42 S, R 11 W, SLB&M

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30. PARCEL ALSO LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE RUNNING S.89°49'50"W. A DISTANCE OF 1350.41 FEET; THENCE N.0°04'34"E. A DISTANCE OF 990.77 FEET; THENCE S.89°55'26"E. A DISTANCE OF 570.86 FEET TO A POINT OF CURVATURE OF A 1555.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 298.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°59'29" AND A CHORD THAT BEARS N.05°47'46"E. A DISTANCE OF 297.85 FEET; THENCE N.89°55'02"E. A DISTANCE OF 744.46 FEET; THENCE S.89°58'11"E. A DISTANCE OF 887.33 FEET; THENCE S.54°26'16"E. A DISTANCE OF 584.45 FEET; THENCE S.30°25'00"W. A DISTANCE OF 182.63 FEET TO A POINT OF CURVATURE OF A 57.67-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°42'37" AND A CHORD THAT BEARS S.75°41'38"W. A DISTANCE OF 82.06 FEET; THENCE N.50°55'59"W. A DISTANCE OF 48.14 FEET; THENCE S.38°47'54"W. A DISTANCE OF 83.65 FEET; THENCE S.50°18'30"E. A DISTANCE OF 20.73 FEET TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 148.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 88°52'14" AND A CHORD THAT BEARS S.05°52'23"E. A DISTANCE OF 133.72 FEET; THENCE S.38°33'44"W. A DISTANCE OF 47.16 FEET TO A POINT OF CURVATURE OF A 67.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.31 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.30°22'01"W. A DISTANCE OF 19.24 FEET; THENCE S.22°10'18"W. A DISTANCE OF 13.95 FEET TO A POINT OF CURVATURE OF A 28.96-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°23'25" AND A CHORD THAT BEARS S.29°21'29"W. A DISTANCE OF 8.26 FEET; THENCE S.38°33'44"W. A DISTANCE OF 53.00 FEET; THENCE N.58°10'40"W. A DISTANCE OF 385.06 FEET; THENCE S.04°00'43"W. A DISTANCE OF 14.94 FEET TO A POINT OF CURVATURE OF A 125.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.73 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°00'07" AND A CHORD THAT BEARS S.17°00'37"W. A DISTANCE OF 56.24 FEET; THENCE S.30°07'30"W. A DISTANCE OF 29.29 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'27" AND A CHORD THAT BEARS S.16°59'17"W. A DISTANCE OF 90.91 FEET; THENCE S.03°51'04"W. A DISTANCE OF 24.94 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°45'33" AND A CHORD THAT BEARS S.16°43'50"W. A DISTANCE OF 66.87 FEET; THENCE S.29°36'37"W. A DISTANCE OF 61.95 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 43°43'15" AND A CHORD THAT BEARS S.07°44'59"W. A DISTANCE OF 37.23 FEET; THENCE S.13°17'02"E. A DISTANCE OF 30.74 FEET TO A POINT OF CURVATURE OF A 120.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°48'20" AND A CHORD THAT BEARS S.16°36'34"W. A DISTANCE OF 119.65 FEET TO A POINT OF CURVATURE OF A 55.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.70 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 66°21'24" AND A CHORD THAT BEARS S.13°20'01"W. A DISTANCE OF 60.20 FEET; THENCE S.19°50'41"E. A DISTANCE OF 127.11 FEET TO A POINT OF CURVATURE OF A 80.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°36'52" AND A CHORD THAT BEARS S.00°27'45"W. A DISTANCE OF 55.53 FEET; THENCE S.20°46'11"W. A DISTANCE OF 35.19 FEET TO A POINT OF CURVATURE OF A 100.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50°56'43" AND A CHORD THAT BEARS S.46°14'32"W. A DISTANCE OF 86.02 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°29'49" AND A CHORD THAT BEARS S.33°28'00"W. A DISTANCE OF 61.91 FEET; THENCE S.04°46'55"E. A DISTANCE OF 15.05 FEET; THENCE N.85°46'30"E. A DISTANCE OF 0.47 FEET; THENCE S.04°32'44"E. A DISTANCE OF 47.50 FEET; THENCE S.85°41'49"W. A DISTANCE OF 62.28 FEET;

TO A POINT OF CURVATURE OF A 117.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 28°37'50" AND A CHORD THAT BEARS N.79°59'17"W. A DISTANCE OF 57.86 FEET TO A POINT OF CURVATURE OF A 1200.00-FOOT RADIUS REVERSE TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 03°48'22" AND A CHORD THAT BEARS N.67°34'32"W. A DISTANCE OF 79.70 FEET; THENCE S.02°07'27"E. A DISTANCE OF 115.89 FEET; THENCE S.07°42'09"E. A DISTANCE OF 156.46 FEET; THENCE S.46°58'47"W. A DISTANCE OF 202.69 FEET; THENCE S.35°11'51"W. A DISTANCE OF 179.48 FEET; THENCE S.26°04'28"W. A DISTANCE OF 52.70 FEET; THENCE S.38°41'00"W. A DISTANCE OF 130.79 FEET; THENCE S.32°45'26"W. A DISTANCE OF 235.34 FEET; THENCE S.70°01'56"W. A DISTANCE OF 110.39 FEET; THENCE S.28°22'37"W. A DISTANCE OF 211.44 FEET; THENCE S.26°35'03"W. A DISTANCE OF 252.82 FEET; THENCE S.03°25'10"E. A DISTANCE OF 237.11 FEET; THENCE S.00°50'24"W. A DISTANCE OF 406.14 FEET; THENCE S.44°29'19"W. A DISTANCE OF 118.83 FEET; THENCE S.14°25'41"W. A DISTANCE OF 270.17 FEET; THENCE S.06°13'15"W. A DISTANCE OF 126.05 FEET; THENCE S.08°43'37"E. A DISTANCE OF 204.60 FEET; THENCE S.05°48'36"E. A DISTANCE OF 90.25 FEET; THENCE S.71°06'23"E. A DISTANCE OF 198.47 FEET; THENCE S.42°47'04"W. A DISTANCE OF 108.69 FEET; THENCE S.20°06'39"W. A DISTANCE OF 53.85 FEET; THENCE S.31°08'38"W. A DISTANCE OF 76.38 FEET; THENCE S.24°44'44"W. A DISTANCE OF 103.22 FEET; THENCE S.55°35'00"W. A DISTANCE OF 104.75 FEET; THENCE S.61°16'50"W. A DISTANCE OF 43.64 FEET; THENCE S.85°08'22"W. A DISTANCE OF 58.23 FEET; THENCE S.83°00'16"W. A DISTANCE OF 93.12 FEET; THENCE S.89°47'08"W. A DISTANCE OF 134.84 FEET; THENCE S.82°05'58"W. A DISTANCE OF 103.48 FEET; THENCE S.76°20'23"W. A DISTANCE OF 71.36 FEET; THENCE N.18°19'43"E. A DISTANCE OF 3664.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,848,380 SQ.FT. OR 88.35 ACRES.

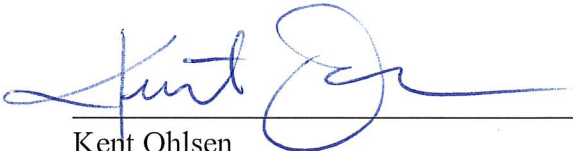
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	298.31'	1555.00'	297.85'	N5°47'46"E	10°59'29"
C2	97.61'	61.66'	87.73'	S79°58'55"W	90°42'37"
C3	148.13'	95.50'	133.72'	S5°52'23"E	88°52'14"
C4	19.31'	67.50'	19.24'	S30°22'01"W	16°23'25"
C5	8.29'	28.96'	8.26'	S29°21'29"W	16°23'25"
C6	56.73'	125.00'	56.24'	S17°00'37"W	26°00'07"
C7	91.71'	200.00'	90.91'	S16°59'17"W	26°16'27"
C8	67.44'	150.00'	66.87'	S16°43'50"W	25°45'33"
C9	38.15'	50.00'	37.23'	S7°44'59"W	43°43'15"
C10	125.26'	120.00'	119.65'	S16°36'34"W	59°48'20"
C11	63.70'	55.00'	60.20'	S13°20'01"W	66°21'24"
C12	56.71'	80.00'	55.53'	S0°27'45"W	40°36'52"
C13	88.92'	100.00'	86.02'	S46°14'32"W	50°56'43"
C14	66.76'	50.00'	61.91'	S33°28'00"W	76°29'49"
C15	58.46'	117.00'	57.86'	N79°59'17"W	28°37'50"
C16	79.71'	1200.00'	79.70'	N67°34'32"W	3°48'22"

DISCLOSURE OF SUBSTANTIAL BUSINESS

Pursuant to Sections 17B-2a-1204 and 67-16-7 of the Utah Code, I hereby disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 1. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Ownership Interest</u>
Little Creek Land Company, LLC	<u>3.75%</u>
Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>




 Kent Ohlsen

STATE OF UTAH)

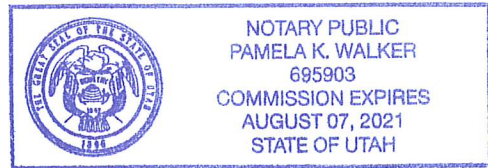
ss:

COUNTY OF WASHINGTON)

On this 9 day of December, 2020, personally appeared before me Kent Ohlsen, who proved to me by satisfactory evidence of identification that he is the person whose name is signed on this Disclosure of Substantial Business.



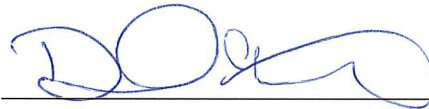
 NOTARY PUBLIC



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David Calder

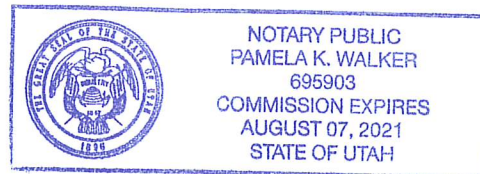
STATE OF UTAH)

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COUNTY OF WASHINGTON)

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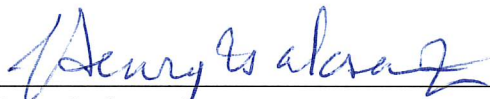
Pamela K. Walker
NOTARY PUBLIC



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Jepson Canyon Resort Development Co., Inc.	<u>70.79%</u>



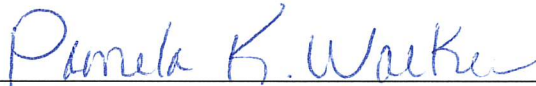
 Henry Isaksen, Jr.

STATE OF UTAH)

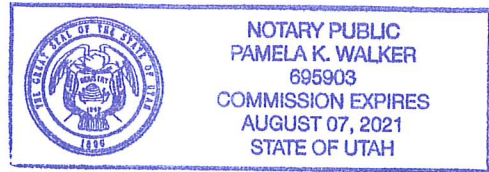
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COUNTY OF WASHINGTON)

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 NOTARY PUBLIC



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Pursuant to Sections 17B-2a-1204 and 67-16-7 of the Utah Code, I hereby disclose my interest in Little Creek Land Company, LLC and Jepson Canyon Resort Development Co., Inc. relating to my appointment to the Board of Trustees of Jepson Canyon Public Infrastructure District No. 2. The nature and value of my interests are listed below.

<u>Entity</u>	<u>Interest</u>
Little Creek Land Company, LLC	<u>3.75%</u>
Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>



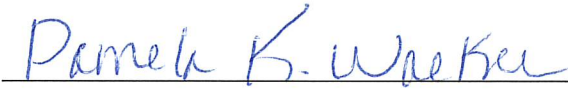
Kent Ohlsen

STATE OF UTAH)

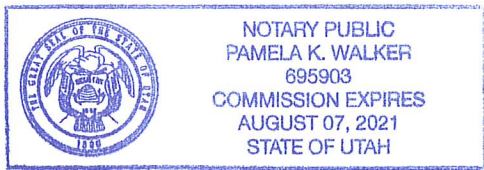
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David Calder

STATE OF UTAH)

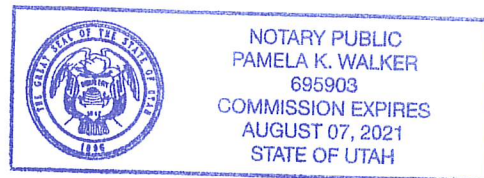
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Henry Isaksen, Jr.
Henry Isaksen, Jr.

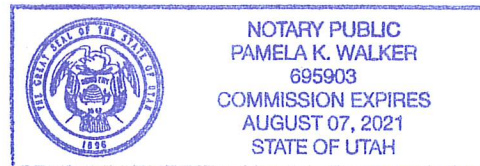
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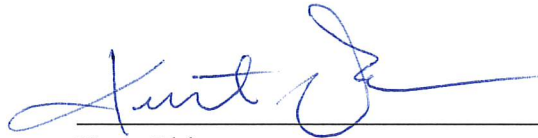
Pamela K. Walker
NOTARY PUBLIC



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<u>Entity</u>	<u>Interest</u>
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Jepson Canyon Resort Development Co., Inc.	<u>4.25%</u>




Kent Ohlsen

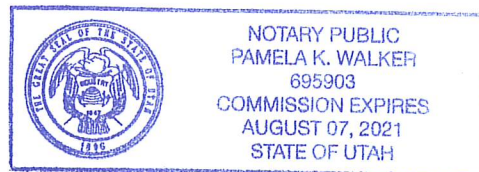
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David Calder

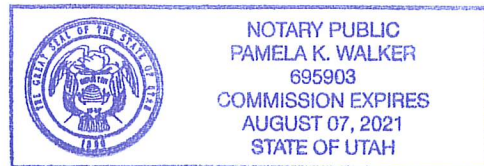
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Pamela K. Walker
NOTARY PUBLIC



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Henry Isaksen, Jr.
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