

**APPLE VALLEY
RESOLUTION R-2024-13**

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

SECTION 1: REPEAL “R-2022-05 APPOINTMENT OF PLANNING DEPARTMENT MANAGER” of the Apple Valley Municipal Resolutions is hereby *repealed* as follows:

REPEAL

R-2022-05 APPOINTMENT OF PLANNING DEPARTMENT MANAGER

~~WHEREAS, the Town of Apple Valley is a Utah municipality; and WHEREAS, the Town of Apple Valley is in need of someone to serve as Planning Department Manager; and WHEREAS, the Mayor, with the advice and consent of the Town Council, can appoint individuals to assist in administrative positions; and WHEREAS, Mayor, Dina Mason Walters, has determined that Frank Lindhardt is a qualified person to be appointed as Planning Department Manager; and WHEREAS, the Town Council gives its advice and consent to the appointment of Frank Lindhardt as Planning Department Manager. NOW, THEREFORE, IT IS RESOLVED by the Town Council of the Town of Apple Valley that Frank Lindhardt is hereby appointed as Planning Department Manager. I. Term 1.1 Term. The term of this Agreement begins on January 3, 2022, and will continue until Mr. Lindhardt voluntarily resigns, the Town Council appoints a replacement, or the Town Council terminates Mr. Lindhardt. II. Employment 2.1 Duties. The Town Council appoints Mr. Lindhardt as Planning Department Manager "Manager" to perform the following duties: a. Work with landowners, developers and their engineers regarding applications for general plan map changes, zoning changes, preliminary plat approvals, preliminary site plan approvals, development agreements, and Planned Development details. b. Ensure that all applications are done according to Town codes and that applications are complete 14 days prior to being placed on the Planning Commission and Town Councils agendas. c. Ensure that all applications are submitted by the record property owners or their authorized representatives. d. Ensure that all application fees are paid prior to being put on an agenda for Planning Commission and Town Council consideration. e. Write and present reports and recommendations to the Planning Commission and Town Council on applications to be considered by the Commission or Council. Reports are submitted in writing to the Planning Commission, Town Council and the applicants, no later than 7 days prior to the meetings, and shall be published in the meeting packets along with the application. f. Assist the Planning Commission and Town Council with research on applications and creation of agendas for meetings. g. Ensure that the General Plan, zoning maps, and master road plans are up to date. h. Coordinate development agreements between the Town, Town Attorney, Planning Commission, and Town Council. i. After approval of preliminary plats or preliminary site plans, forward approvals to the Public Works Manager. j.~~

Review final plats for compliance with planning codes and collects signatures from relevant parties such as Planning Commission Chairman, Mayor, Town Engineer, BPSSD Water Master, and Town Attorney. k. Collect and review preliminary title reports on properties submitted for final plats. l. Be responsible for taking fully executed final plats and title reports from developers to the Town Attorney for his legal review of the title report to ensure roads etc that's being deeded to the town, is free of all liens and incumbrances, prior to recording. m. Participate in all monthly Planning and Development meetings. n. Advise the Planning Commission and Town Council on zoning and development matters and applications. 2.2 Performance of Duties. The Manager shall perform his duties in accordance with all Applicable Law, Town Ordinances, and Town Policies. 2.3 Meetings. If requested by the Planning Commission Chair, the Manager shall attend the scheduled Planning Commission meeting. If requested by the Mayor, the Manager shall attend the scheduled Town Council meeting. The Manager shall attend each monthly Planning and Development meeting. 2.4 Indemnification. To the extent permitted by applicable law, the Town agrees to defend, hold harmless, and indemnify Manager from any demand, claim, suit, action, judgment, and any legal proceeding brought against Manager in the Manager's individual or official capacity as a volunteer employee and as Planning Department Manager, provided that the basis for the legal proceeding relates to an act or omission of the Manager, as an employee or volunteer of the Town, acting within the course and scope of the Manager's employment or volunteer work with the Town. However, the Manager is not entitled to any indemnity rights provided in Section 2.4 if it is established that the Manager committed official misconduct, a willful or wrongful act or omission, an omission constituting gross negligence, or a bad-faith act. Additionally, the indemnity rights provided in Section 2.4 do not cover any costs, fees, expenses, or damages that are recoverable or payable under an insurance contract, held either by the Town or by the Manager. The Manager's legal counsel must be selected with the mutual agreement of the Manager and the Town if that legal counsel is not also the Town's legal counsel. If the legal defense is provided through insurance coverage, the Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. The provisions of this Section 2.4 survive the termination, expiration, or other end of this Agreement and the Manager's employment with the Town. III. Compensation 3.1 Salary. Manager is operating as a volunteer employee and receives no monetary compensation. Manager shall qualify as an employee pursuant to Utah Code section 63G-7-102(3) (2019) and shall be entitled to all protections afforded thereby by the Governmental Immunity Act of Utah. IV. Miscellaneous 4.1 Severability. If any part of this Agreement exceeds the authority provided by law or violates the limitations imposed by law, the Agreement must be construed and modified accordingly, but the remainder of the Agreement must remain in full effect. 4.2 Waiver. A party's waiver of any breach of this Agreement must not constitute a waiver of any other breach. Forbearance or omission by a party in enforcing any of its remedies upon breach will not constitute a waiver of any of that party's remedies. 4.3 Binding Nature of Agreement. This Agreement is binding on the Town and the Manager, as well as their heirs, assigns, executors, personal representatives, and successors in interest. 4.4 Dispute Resolution. Any dispute relating to this Agreement must first be submitted to mediation. The parties must jointly appoint an acceptable mediator. The Town agrees to pay the full cost of mediation. If mediation fails, either party may then seek court relief. 4.5 Applicable Law. This Agreement must be governed by and construed in accordance with the laws of Utah. 4.6 Integration. This

~~Agreement sets forth and establishes the entire understanding between the Town and the Manager relating to the Manager's employment. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.~~

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Robin Whitmore	_____	_____	_____	_____
Council Member Janet Prentice	_____	_____	_____	_____
Council Member _____	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley