



APPLE VALLEY TOWN COUNCIL

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 19, 2021 at 6:00 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, May 19, 2021**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Dale Beddo |

Council Members | Kevin Sair | Paul Edwardsen | Mike McLaughlin |

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/8903911133>

if the meeting requests a password use 386004

To call into meeting, dial (253) 215 8782 and use Meeting ID 890 3911 1133

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

PUBLIC HEARING

1. Public Hearing On the Adoption of The Tentative Budget for FY22

DISCUSSION AND ACTION

2. Discussion and Possible Action On Adopting The Tentative Budget For FY22
3. Discussion and Possible Action on Appointing a Town Attorney
4. Discussion and Possible Action on the appointment of a Town Council Member for the vacant position.
5. Discussion and Possible Action on Appointing a Mayor Pro Tem.
6. Discussion and Possible Action On the future of the Water Board
7. Discussion and Possible Action on appointing a Town Council member to the Water Board
8. Discussion and Possible Action On Resolution Number R-2021-013: Audit Committee Charter
9. Discussion and Possible Action On Resolution number R-2021-014: Adoption of Financial Policies
10. Discussion and Possible Action On Resolution number R-2021-015: A Resolution Establishing Authorized Credit Card Holders
11. Discussion and Possible Action On the Name Change of Main St.
12. Discussion and Possible Action on the Development Agreement for Travis Wells
13. Discussion and Possible Action On The Zone Change Of Parcel AV-1365-H-4 From OST to RE-5 Address 2000S 1600E

PC Recommendation: To approve for RE-5 Instead of RE-2.5

14. Discussion and Possible Action On the Zone Change Of Parcel AV-1311-V from SF to RE-10

PC Recommendation: To Approve with a 5-0 Vote on 5/12/2021

15. Discussion and Possible Action On the Zone Change AND General Plan Amendment of Parcel AV-1377-B-1 from RE to AG

PC Recommendation: To Approved With A 5-0 Vote On 5/13/2021

16. Discussion and Possible Action On The Mayor Working On A Variance For Ordinance O-2020-12, Cabin and Tiny Homes Park Zone

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

17. Review of Fraud Risk Assessment

PUBLIC COMMENTS

REQUEST FOR A CLOSED SESSION

ADJOURNMENT

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

CERTIFICATE OF POSTING: I, Taylor Pledger, as duly appointed Town Clerk for the Town of Apple Valley, hereby certify that this Hearing notice was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov> and the Town Website www.applevalleyut.gov on the **17 th day of May, 2021**.

Taylor Pledger, Town Clerk

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS AND MEETINGS

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should call 435-877-1190.

Town of Apple Valley
FY 2021-2022 Preliminary Budget Proposals

% of CY Elapsed	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
		75%						
			\$ 629,059	\$ 599,713	\$ 579,071	\$ 767,140.00		
			\$ 607,228	\$ 420,211	\$ 579,071	\$ 767,140.00		
			\$ 21,830	\$ 179,502	\$ -	\$ -		

Change in Net Position
Revenue:
Taxes

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3110 General property taxes-current	\$ 105,007	\$ 105,007	\$ 105,682	\$ 116,527	\$ 104,098	\$ 104,098	0%	
3120 Prior year's taxes-delinquent	\$ 12,804	\$ 12,804	\$ 14,975	\$ 8,368	\$ 8,000	\$ 8,000	0%	
3130 General sales and use taxes	\$ 105,507	\$ 105,507	\$ 118,486	\$ 81,884	\$ 110,000	\$ 110,000	23%	
3140 Energy and communication taxes	\$ 15,850	\$ 15,850	\$ 34,164	\$ 26,818	\$ 34,200	\$ 35,000	4%	
3150 PAIP tax	\$ 10,450	\$ 10,450	\$ 11,612	\$ 9,753	\$ 9,000	\$ 13,000	49%	
3160 Transient taxes	\$ 1,919	\$ 1,919	\$ 2,117	\$ 2,864	\$ 1,500	\$ 3,500	133%	
3170 Fee in lieu of personal property taxes	\$ 8,634	\$ 8,634	\$ 6,821	\$ 7,203	\$ 8,500	\$ 8,500	0%	
3180 Fuel Tax Refund	\$ 119	\$ 119	\$ -	\$ -	\$ -	\$ -	0%	
3190 Highway/Transit Tax	\$ -	\$ -	\$ 7,183	\$ 7,452	\$ 9,600	\$ 9,600	0%	
Total Taxes	\$ 460,197	\$ 460,197	\$ 305,040	\$ 260,871	\$ 259,898	\$ 291,698	12%	

Needs Reviewed

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3221 Building Permits-Non Surcharge	\$ 4,296	\$ 4,296	\$ 1,732	\$ 2,769	\$ 2,264	\$ 3,500	55%	Possibly include Impact Fees--Needs Review
3224 Building Permits -HCP Valuation	\$ 1,732	\$ 1,732	\$ -	\$ -	\$ -	\$ -	0%	
3225 Animal Licenses	\$ 970	\$ 970	\$ 800	\$ 420	\$ 700	\$ 700	0%	
3430 Assessment Fee Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
Total Licenses and permits	\$ 45,258	\$ 45,258	\$ 34,879	\$ 100,002	\$ 21,455	\$ 87,600	308%	

Licenses and permits

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3341 EMP Grant \$5,000/\$10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3342 Fire Dept State Wildland Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3356 Class C "road alignment"	\$ 80,250	\$ 80,250	\$ 86,620	\$ 55,253	\$ 72,000	\$ 72,000	0%	
3358 Liquor control profits	\$ 637	\$ 637	\$ 845	\$ -	\$ 800	\$ 800	0%	Why didn't we get this revenue?
3370 State Grants	\$ -	\$ -	\$ 33,175	\$ 3,589	\$ 45,000	\$ 45,000	0%	
3371 State Highway Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3372 Federal Highway Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3373 CARES Revenue	\$ -	\$ -	\$ -	\$ 72,089	\$ -	\$ 75,000	0%	
Total Intergovernmental Revenue	\$ 80,956	\$ 80,956	\$ 120,640	\$ 130,931	\$ 127,800	\$ 192,800	51%	

Intergovernmental revenue

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3410 Chemical services	\$ 25,536	\$ 25,536	\$ 31	\$ 5	\$ -	\$ 100	0%	
3415 SSO Payroll Services	\$ 46,700	\$ 46,700	\$ -	\$ 4,612	\$ 30,000	\$ 30,000	0%	
3416 Other Interdepartmental Charges	\$ 4,903	\$ 4,903	\$ -	\$ 4,099	\$ 10,000	\$ 10,000	100%	
3420 Fire Department Contracts	\$ 300	\$ 300	\$ -	\$ -	\$ -	\$ -	0%	
3431 Zoning and subdivision fees	\$ 28,175	\$ 28,175	\$ 23,246	\$ 15,000	\$ 15,000	\$ 30,000	100%	
3440 Solid waste	\$ 42,442	\$ 42,442	\$ 44,458	\$ 30,450	\$ 48,750	\$ 48,750	0%	
3441 Storm Drainage	\$ 33,854	\$ 33,854	\$ 38,949	\$ 26,906	\$ 38,880	\$ 38,880	0%	
3461 GRADVA requests	\$ 156	\$ 156	\$ -	\$ 55	\$ -	\$ 200	100%	
3470 Park and recreation fees	\$ 95	\$ 95	\$ 80	\$ 30	\$ -	\$ 100	100%	
3481 Sale of cemetery lots	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3483 Opening and closing - cemetery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3615 Late Charges	\$ 1,630	\$ 1,630	\$ 3,232	\$ 982	\$ 2,000	\$ 2,000	0%	
Total Charges for services	\$ 117,045	\$ 117,045	\$ 115,084	\$ 90,386	\$ 134,030	\$ 160,030	19%	

Fines and forfeitures

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3510 Fines	\$ 5,360	\$ 5,360	\$ 5,886	\$ 2,427	\$ 4,800	\$ 4,800	0%	
Total Fines and forfeitures	\$ 5,360	\$ 5,360	\$ 5,886	\$ 2,427	\$ 4,800	\$ 4,800	0%	

Interest

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3610 Interest earnings	\$ 4,933	\$ 4,933	\$ 6,602	\$ 670	\$ 4,800	\$ 4,800	0%	
Total Interest	\$ 4,933	\$ 4,933	\$ 6,602	\$ 670	\$ 4,800	\$ 4,800	0%	

Miscellaneous revenue

	FY18	FY19	FY20	FY21 YTD	FY21 Budget	FY21 Proposal	FY21 Revised %	Notes
3640 Sale of capital assets	\$ 650	\$ 650	\$ -	\$ -	\$ 2,000	\$ 2,000	0%	
3670 Debt proceeds	\$ 486,074	\$ 486,074	\$ -	\$ -	\$ -	\$ -	0%	
3690 Sundry revenue	\$ 400	\$ 400	\$ 278	\$ 5,125	\$ -	\$ 10,000	100%	
3692 Fire department fundraisers	\$ 947	\$ 947	\$ 6,049	\$ 1,000	\$ 800	\$ 1,300	63%	
3697 Park department fundraisers	\$ 884	\$ 884	\$ 6,049	\$ -	\$ 800	\$ 800	0%	
3698 Miss Apple Valley fundraisers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3699 Miss AV scholarship fund	\$ 787	\$ 787	\$ 4,491	\$ 354	\$ -	\$ 472	0%	
3801 Impact fees - Fire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 472	0%	

Estimated Revenues	FY21 Budget	Total
\$ 792,140.00	\$ 792,140.00	\$ 792,140.00
\$ 792,140.00	\$ 792,140.00	\$ 792,140.00

Notes

Fire											
4220 110 Fire Salaries & wages	\$ 1,141	\$ 20,400	\$ 21,680	\$ 15,537	\$ 20,400	\$ 20,400	\$ 1,621	\$ 1,621	0%	\$	\$
4220 130 Fire Employee Benefits	\$ -	\$ -	\$ 1,872	\$ 1,176	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 140 Fire Contract Salaries & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 145 Fire Contract Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 150 Fire Contract Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 210 Fire Dues, subscriptions & member	\$ 109	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 230 Fire Travel & mileage	\$ 28	\$ 282	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 240 Fire Office expenses	\$ 329	\$ 300	\$ 76	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 250 Fire Equipment maintenance & rep	\$ 706	\$ 439	\$ 126	\$ 300	\$ 300	\$ 300	\$ -	\$ -	0%	\$	\$
4220 260 Fire Rent expense	\$ -	\$ -	\$ 742	\$ 764	\$ 750	\$ 850	\$ -	\$ -	13%	\$	\$
4220 360 Fire Training	\$ 1,248	\$ 416	\$ -	\$ -	\$ 800	\$ 800	\$ -	\$ -	0%	\$	\$
4220 450 Fire Small Equip/Supplies	\$ 1,259	\$ 45	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ -	\$ -	0%	\$	\$
4220 460 Fire Supplies-Fundraisers	\$ 544	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ -	\$ -	0%	\$	\$
4220 465 Fire Gear	\$ 1,483	\$ 1,663	\$ 1,738	\$ 2,500	\$ 7,500	\$ 7,500	\$ -	\$ -	200%	\$	\$
4220 470 Fire EMFG grant expenditures	\$ -	\$ -	\$ 963	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 475 Fire Other Grant Expenditures	\$ -	\$ -	\$ -	\$ 15,429	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4220 550 Fire CARE3 Act	\$ -	\$ -	\$ -	\$ 1,403	\$ 408	\$ 1,800	\$ -	\$ -	0%	\$	\$
4220 560 Fire Equipment Fuel	\$ 2,047	\$ 2,443	\$ 1,116	\$ 2,362	\$ 2,362	\$ 2,362	\$ -	\$ -	0%	\$	\$
4220 610 Fire Interest	\$ -	\$ -	\$ 11,073	\$ 6,739	\$ 11,103	\$ 11,103	\$ -	\$ -	0%	\$	\$
4220 620 Fire Principal	\$ 305	\$ -	\$ -	\$ 2	\$ 5,000	\$ 5,000	\$ -	\$ -	0%	\$	\$
4220 740 Fire Capital outlay	\$ 44,185	\$ 44,185	\$ 43,153	\$ 48,336	\$ 70,436	\$ 70,436	\$ -	\$ -	46%	\$	\$
Total Fire	\$ 97,522	\$ 44,185	\$ 43,153	\$ 48,336	\$ 70,436	\$ 70,436	\$ -	\$ -	46%	\$	\$

Highways and Public Improvements											
Highways											
4410 110 Road Wages and Contract Labor	\$ 1,011	\$ 879	\$ 135	\$ -	\$ 3,500	\$ 3,500	\$ -	\$ -	0%	\$	\$
4410 130 Road Employee Benefits	\$ 67	\$ 10	\$ -	\$ -	\$ 268	\$ 300	\$ -	\$ -	12%	\$	\$
4410 270 Road Flood damage	\$ 9,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4410 380 Road Department Services	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	0%	\$	\$
4410 450 Road Equipment Supplies	\$ 10,878	\$ 886	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	0%	\$	\$
4410 550 Road Equipment Maintenance	\$ 19,959	\$ 9,108	\$ 2,859	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	0%	\$	\$
4410 560 Road Capital outlay	\$ 2,674	\$ 4,830	\$ 641	\$ 5,400	\$ 5,400	\$ 5,400	\$ -	\$ -	0%	\$	\$
4410 700 Road Road Principal	\$ 48,076	\$ 20,335	\$ 14,593	\$ 51,000	\$ 51,000	\$ 51,000	\$ -	\$ -	0%	\$	\$
4410 810 Road Road Principal	\$ 11,000	\$ 41,076	\$ 38,219	\$ 41,113	\$ 41,113	\$ 41,113	\$ -	\$ -	0%	\$	\$
4410 820 Road Interest	\$ 32,400	\$ 32,914	\$ 31,499	\$ 32,076	\$ 35,000	\$ 35,000	\$ -	\$ -	9%	\$	\$
4415 110 Public Works Wages and Contract L	\$ 18,905	\$ 15,338	\$ 1,530	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	0%	\$	\$
4415 130 Public Works Employee Benefits	\$ 702	\$ 125	\$ -	\$ 2	\$ 191	\$ 191	\$ -	\$ -	0%	\$	\$
4415 140 Public Works Employee Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4415 450 Public Works Supplies	\$ 207	\$ 2,970	\$ 451	\$ 300	\$ 3,500	\$ 3,500	\$ -	\$ -	1067%	\$	\$
4415 550 Public Works Equipment Maintenan	\$ 3,753	\$ 667	\$ 59	\$ 500	\$ 500	\$ 500	\$ -	\$ -	0%	\$	\$
4415 560 Public Works Equipment fuel	\$ 742	\$ 558	\$ 250	\$ 500	\$ 500	\$ 500	\$ -	\$ -	0%	\$	\$
4415 570 Public Works Travel Reimbursemen	\$ 207	\$ 102	\$ -	\$ 200	\$ 200	\$ 200	\$ -	\$ -	0%	\$	\$
4415 610 Public Works Storm Drainage	\$ -	\$ 36,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4415 710 Public Works Storm Drainage	\$ -	\$ 2,199	\$ 1,679.50	\$ -	\$ -	\$ -	\$ -	\$ -	43%	\$	\$
4415 720 Public Works Principle	\$ 3,700	\$ 46,854	\$ 14,380.50	\$ 14,581	\$ 16,000	\$ 16,000	\$ -	\$ -	11%	\$	\$
4415 740 Public Works Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
Total Highways	\$ 175,008	\$ 201,346	\$ 90,053	\$ 164,609	\$ 173,554	\$ 173,554	\$ -	\$ -	5%	\$	\$
Sanitation											
4420 220 Solid Waste Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4420 240 Solid Waste Office supplies & exper	\$ 47,475	\$ 46,854	\$ 29,861	\$ 44,445	\$ 44,445	\$ 44,445	\$ -	\$ -	0%	\$	\$
4420 460 Solid Waste Service	\$ 37,475	\$ 46,854	\$ 29,861	\$ 44,445	\$ 44,445	\$ 44,445	\$ -	\$ -	0%	\$	\$
Total Sanitation	\$ 84,950	\$ 93,708	\$ 59,722	\$ 88,890	\$ 88,890	\$ 88,890	\$ -	\$ -	0%	\$	\$
Parks, recreation, and public property											
Parks											
4540 110 Park/Rec Wages and Contract Labo	\$ -	\$ 4,916	\$ 4,380	\$ 4,560	\$ 4,560	\$ 4,560	\$ -	\$ -	0%	\$	\$
4540 130 Park/Rec Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4540 250 Park/Rec Department supplies	\$ 243	\$ 4,916	\$ 370	\$ 500	\$ 500	\$ 500	\$ -	\$ -	0%	\$	\$
4540 450 Park/Rec Misc AV-special dept supp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4540 460 Park/Rec Community events suppli	\$ 1,514	\$ 760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4540 740 Park/Rec Capital outlay	\$ -	\$ 5,450	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	\$ -	0%	\$	\$
Total Parks	\$ 1,757	\$ 1,003	\$ 15,282	\$ 4,750	\$ 9,060	\$ 9,060	\$ -	\$ -	0%	\$	\$
Cemetery											
4590 250 Cemetery Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4590 460 Cemetery supplies and equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
4590 470 Cemetery Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$
Total Cemetery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$	\$

Debt service									
4141,810 Debt service - principal	16,741	\$ 24,585	50.00	\$ -	\$ -	\$ -	\$ -	HDV/OI	\$ -
4141,820 Debt service - interest	1,608	\$ 6,063	50.00	\$ -	\$ -	\$ -	\$ -	HDV/OI	\$ -
Total Debt service	18,349	\$ 30,648		\$ -	\$ -	\$ -	\$ -	HDV/OI	\$ -
Transfers									
4810 Transfer to capital projects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,186	HDV/OI	\$ 114,186
4811 Transfer to Fund Balance		\$ 114,186	\$ -	\$ -	\$ -	\$ -	\$ 10,000	3222% a capital facilities plan and allocate money to capital projects.	\$ 10,000
Total Transfers	114,186	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,186	41158%	\$ 124,186
Total Expenditures:		\$ 501,304	\$ 376,592	\$ 420,211	\$ 579,071	\$ 767,140		32%	\$ 792,140
Total Change in Net Position		\$ 76,030	\$ 252,467	\$ 179,502	\$ -	\$ -	\$ -		\$ -

Attorneys:

- Russell J. Gallian *
- Michael I. Welker *o+
- Britt K. Beckstrom o*o
- Matthew D. Ekins *o
- Travis N. Barrick *o±^
- James M. Elegante *o
- Dayton L. Hall *o+
- Zachary C. Lindley *
- Michael R. Branum *+^
- Jeanette H. Barrick oo
- Christopher L. Sauser o±^
- Nathan E. Lawrence o±~^



GALLIAN WELKER & BECKSTROM, L.C.

April 28, 2021

Via Email

Mayor Dale Beddo
 Town of Apple Valley
 1777 North Meadowlark Drive
 Apple Valley, Utah 84737
 dbeddo@applevalleyut.gov

**Re: Town of Apple Valley
 Letter of Representation for Town Attorney Position**

Dear Mayor Beddo:

The purpose of this Letter of Representation is to confirm and agree on the scope and terms of my position as Apple Valley’s Town Attorney. If these terms are acceptable, please sign this letter at the bottom where indicated.

I will not be an employee or fulltime attorney for the Town. Instead, my services as the Town Attorney will be utilized on an as-needed basis. I will only attend meetings or perform work when it is requested by the Town. The scope of work will include being an advisor to the Town Council, Planning Commission, and to advise regarding the Town’s interest in the Big Plains Water and Sewer Special Service District. It is expected that the Town will contact me as needed to consult on or review specific matters before the Town. The Town may assign me specific tasks, such as amending ordinances, responding to lawsuits or referenda, or drafting letters to third parties regarding Town matters. It is expected that I will be contacted by individuals because of my role as Town Attorney. I will respond to those individuals, or forward the correspondence on to the Town, as appropriate. The then-serving mayor will be my primary contact, unless that duty is delegated to someone else by the mayor.

I understand that the Town has its own administrative staff, so my staff will generally not be expected to undertake Town administration issues. However, there will be tasks involving my work as the Town Attorney that I may assign to my legal assistant. Although I will be the Town Attorney, I may delegate certain tasks to other attorneys at my law firm, Gallian Welker & Beckstrom (“GWB”). For example, I may ask an associate attorney to conduct legal research for an issue on which the Town requested guidance. Or, I may consult with a different attorney in the firm on an area of law that the attorney has extensive experience.

The reduced municipal rate for attorneys is \$200 per hour. The reduced rate for work performed by a legal assistant is \$85 per hour. It is anticipated that the yearly amount

- * Licensed in Utah
- o Licensed in Nevada
- + Licensed in Arizona
- ± Licensed in California
- ~ U.S. Patent & TM
- o Arbitrator / Mediator
- ^ VA Accreditation

Brian L. Olson
 (1969-2010)

William F. Rummel
 (1943-2015)



Offices:

965 E. 700 S., Suite 305
 St. George, UT 84790
 Tel: 435.628.1682
 800.353.4128
 Fax: 435.628.9561
 www.stgeorgelawoffice.com

540 E. St. Louis
 Las Vegas, NV 89104
 Tel: 702.892.3500
 Fax: 702.386.1946
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2955 E. Sunset Ave., Ste 105
 Las Vegas, NV 89120
 Tel: 702.331.8456
 Fax: 702.852.0370
 www.attorneyinvegas.com

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billed will be approximately \$30,000, which equates to 150 attorney hours. However, the amount billed will depend on the amount of work requested by the Town and the amount of work performed and time spent. Costs and expenses incurred by GWB shall be advanced and paid by the Town. In the event GWB advances any costs or incurs expenses, the Town shall reimburse GWB. Costs and expenses typically include: county recording charges, photocopying, mileage charges, etc. The Town will be invoiced monthly for work performed. The Town agrees to pay statements within 15 days after receipt. Accounts over 20 days past due shall bear interest at 1.5% per month (18% annual percentage rate) from initial statement date.

Either the Town or Dayton L. Hall may terminate this relationship at any time and for any reason, with or without cause.

Sincerely,

GALLIAN WELKER
& BECKSTROM, L.C.


Dayton L. Hall

TOWN OF APPLE VALLEY'S ACCEPTANCE OF LETTER OF REPRESENTATION

Mayor Dale Beddo, on behalf of the Town of Apple Valley, is authorized and accepts and agrees to the terms set forth above regarding Dayton L. Hall's position as the Town Attorney

Mayor Dale Beddo

Date

Attorneys:

- Russell J. Gallian *
- Michael I. Welker *◊+
- Britt K. Beckstrom ◊◊
- Matthew D. Ekins *◊
- Travis N. Barrick *◊±^
- James M. Elegante *◊
- Dayton L. Hall *◊+
- Zachary C. Lindley *
- Michael R. Branum *++^
- Jeanette H. Barrick ◊◊
- Christopher L. Sauser ◊±^
- Nathan E. Lawrence ◊±~^



April 28, 2021

Via Email

Mayor Dale Beddo
 Town of Apple Valley
 1777 North Meadowlark Drive
 Apple Valley, Utah 84737
dbeddo@applevalleyut.gov

**Re: Town of Apple Valley
 Unsolicited Proposal for Town Attorney Position**

Dear Mayor Beddo:

It was a pleasure speaking with you this week. As we discussed, I am interested in serving as Apple Valley’s Town Attorney. However, to ensure that the Town complies with state law, the Town should follow the requirements of Utah’s Procurement Code, find in Title 63G, Chapter 6a, when hiring a new attorney. This is because an attorney’s services qualifies as “professional services” under the Procurement Code. A town is free to adopt its own procurement code, but if it has not, then the town must follow the state’s Procurement Code. I looked at the Town’s ordinances and did not see a procurement code, so the state Procurement Code will apply.

To comply with the standard procedures of the Procurement Code, the Town should prepare and publish a “Request for Proposals” as described in UCA § 63G-6a-703 and 63G-6a-112. After reviewing all proposals submitted by the deadline, the Town Council can then select an attorney to award the contract.

The Procurement contains some potential exceptions that could eliminate the need to go through the process of requesting proposals. Utah Code section 63G-6a-803 allows a municipality to forego the standard procurement process if the procurement is necessary to: “(a) avoid a lapse in a critical government service; (b) mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property; or (c) protect the legal interests of a public entity.” I understand that Shawn Guzman is leaving his position as Town Attorney, which will leave the Town without legal representation. I do not know the details of that transition. It would be up to the Town Council to decide if the circumstances constitute an emergency warranting forgoing the standard procurement process.

In any event, Utah Code section 63G-6-712 allows for the submission of unsolicited proposals, which are defined as proposals submitted without the municipality having published a formal Request for Proposals. An unsolicited proposal cannot be accepted

- * Licensed in Utah
- ◊ Licensed in Nevada
- + Licensed in Arizona
- ± Licensed in California
- U.S. Patent & TM
- ◊ Arbitrator / Mediator
- ^ VA Accreditation

Brian L. Olson
 (1969-2010)

William F. Rummier
 (1943-2015)



Offices:

965 E. 700 S., Suite 305
 St. George, UT 84790
 Tel: 435.628.1682
 800.353.4128
 Fax: 435.628.9561
 www.stgeorge.lawoffice.com

540 E. St. Louis
 Las Vegas, NV 89104
 Tel: 702.892.3500
 Fax: 702.386.1946
 www.attorneyinvegas.com

2955 E. Sunset Ave., Ste 105
 Las Vegas, NV 89120
 Tel: 702.331.8456
 Fax: 702.852.0370
 www.attorneyinvegas.com

April 28, 2021

Page 2

by the Town until the standard procurement process has been completed, unless an exception applies as explained above. Please consider this letter my unsolicited proposal.

As far as my background and experience, I grew up in Virgin, Utah. I graduated from Utah State University in 2010 with a degree in Finance, then I graduated from Washburn School of Law in 2013. During law school, I was the editor of the school's law journal and received awards for papers I wrote on public land and taxation matters. I have been a practicing attorney with the law firm Gallian Welker & Beckstrom since 2013, and I am presently a partner in the law firm.

As an associate attorney, I assisted Russell Gallian as the attorney for Santa Clara City, and I was instrumental in successfully defending Santa Clara City in the lawsuits that resulted when a City dike broke in 2012 and flooded many houses. Presently, I am the Town Attorney for Rockville and the Chairman of the Hurricane City Planning Commission. As such, I am not only well-versed in current municipal law, but I also have a feel for the issues that are facing the communities in Washington County. I have attached my resume to this letter for your review.

I am providing with this letter a Letter of Representation, which sets out my understanding of the scope of work for which I will be hired and the contract prices and terms. Should the Town elect to hire me, please sign the Letter of Representation at the bottom.

Of course, please let me know if you have any questions.

Sincerely,

GALLIAN WELKER
& BECKSTROM, L.C.



Dayton L. Hall

Dayton L. Hall

EXPERIENCE

- Attorney - Partner** October 2013 – Present
Gallian Welker & Beckstrom, L.C. St. George, UT
- Conduct consultations, advise clients, negotiate disputes, and litigate matters regarding real property rights, water rights, municipal land use and zoning, contract law, probate and estate law, and general business law
 - Retain and work with appraisers, accountants, and other experts to ascertain facts and opinions in the course of litigation
 - Licensed to practice law in Utah, Nevada, and Arizona
- Planning Commissioner, Chairman** March 2019 – Present
Hurricane City Planning Commission Hurricane, Utah
- Promote the orderly development within Hurricane City through the consideration and approval or rejection of various applications for land use and zoning
 - Make recommendations to the Hurricane City Council regarding City planning matters
 - Draft land use ordinances for consideration and adoption by the City Council
 - Chair public meetings and hearings in the absence of the Chairperson
- Law Clerk** May 2011 – October 2013
Gallian Welker & Beckstrom, L.C. St. George, UT
- Researched legal issues and prepared internal memoranda for attorneys
 - Met with clients to gather information regarding their legal issues
 - Collected, reviewed, and organized litigation documents
 - Drafted motions, supporting memoranda, and other documents to submit to the court
- Legal Intern** Summer 2010
Utah State Courts, First Judicial District Logan, UT
- Conducted legal research, drafted case summaries, and attended court proceedings
 - Worked closely with law clerks on matters before the court
- Property Manager** March 2007 – March 2010
Dayton's Place, LLC Logan, UT
- Researched and identified suitable rental property for purchase
 - Marketed the property, investigated potential tenants, and resolved tenant issues
- Tour Guide** Summers 2008, 2009
Zion Outback Safaris Virgin, UT
- Quickly formed friendly and professional relationships with a diverse clientele
- Operator/Record Keeper/Laborer** Summers and Seasonal 2004 – 2009
Cindy Taylor Trucking and Construction St. George, UT
- Installed, constructed, and repaired various types of infrastructure systems, including water and waste water utilities
 - Managed jobsite materials and records

EDUCATION

- Juris Doctor** May 2013
Washburn University School of Law Topeka, KS
- Magna Cum Laude
 - Top Papers: Public Land Law; Legal Analysis, Research and Writing I and II; Conflict of Laws; Tax Policy Seminar (“A” with Distinction)
 - TYLA Mock Trial Team: 2012 Regional Tournament Finalist
 - *Washburn Law Journal*, Articles Editor, Volume 52
 - Solicited, managed, and edited articles written by professors and practitioners
 - Reviewed and provided final edits for student articles before publication
- BS Finance; Minors in Personal Financial Planning and Economics** May 2010
Utah State University, Jon M. Huntsman School of Business Logan, UT
- Cum Laude
 - Financial Planning Association, President April 2008 – April 2010

COMMUNITY SERVICE BACKGROUND

- Varsity Scouting Coach** August 2013 – June 2017
Boy Scouts of America Hurricane, UT
- Organized and carried out the Boy Scouting program, including high adventure, sporting, and other elements to accomplish the aims of character development, citizenship training, and personal fitness
- County Delegate** 2016
Washington County Republican Party Hurricane, UT
- Volunteer Leader** September 2004 – September 2006
Hong Kong, China
- Coordinated and supervised the service of approximately 150 volunteers
 - Learned Cantonese in order to communicate with residents
- Eagle Scout Award Recipient, BSA** August 2003

RESOLUTION NO. 2021-16

APPOINTMENT OF TOWN COUNCIL MEMBER

WHEREAS, the Town of Apple Valley is a Utah municipal corporation; and

WHEREAS, a vacancy has occurred on the Town Council; and

WHEREAS, after compliance with the requirements of UCA §§ 10-3-302 and 20A-1-510, the Town Council has determined that _____ is a qualified person to be appointed as a Town Council Member.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Apple Valley that _____ is hereby appointed as a Town Council Member with an 8-month term ending January 3, 2021.

PASSED this 19th day of May, 2021.

TOWN OF APPLE VALLEY

W. Dale Beddo, Mayor

ATTEST:

Taylor Pledger, Town Recorder

Council Member Kevin Sair voted _____

Council Member Michael McLaughlin voted _____

Council Member Paul Edwardsen voted _____

OATH OF OFFICE

STATE OF UTAH

I, _____ having been appointed to the
Print Name

office of Town Council Member do solemnly swear (or

affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the

State of Utah, and that I will discharge the duties of my office with fidelity.

Signature

State of Utah

County of Washington

Subscribed and sworn to before me this _____ day of _____, 20_____

**Person Administering Oath*

Title

*Official Use Only
Town of Apple Valley Utah
Term of Commission*

Term of _____ months/years

From _____ To _____

**Utah Code §78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."*

TP
RECEIVED MAY 11 2021



Application for Vacant Seat-Town Council

Term will expire January 3, 2021

Application Deadline: 5:00 p.m. Thursday, May 13, 2021

APPLICANT INFORMATION:

Name: Dina Mason Walters

Address: [Redacted]
Street City State Zip Code

Telephone Number: [Redacted]

Email Address: [Redacted]

QUALIFICATIONS:

I certify that I meet the following Qualifications:

I am a citizen of the United States. Yes No

I am a registered voter in the Town of Apple Valley. Yes No

I have been a resident of the Town of Apple Valley or a resident of a recently annexed area of the Town of Apple Valley for the previous twelve (12) months. Yes No

I have not been convicted of a felony. Yes No

CERTIFICATION OF APPLICANT:

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BEFORE SIGNING.

I certify that all statements made in this application are true and complete and understand that any misrepresentation of material fact in this document or during an interview may subject me to disqualification.

I understand that information provided on this application is a public record and authorize the Town of Apple Valley to release the information contained herein.

Dina Mason Walters
Applicant's Signature

May 10, 2021
Date

All applicants must submit, with the application, a resume and a brief one (1) page written

Resume

Dina Mason Walters

- General Manager
Zion River Resort
Virgin, Utah
2002- present

Zion River Resort is one of the highest rated RV resorts in the country. ZRR is a multi-million dollar business with an annual budget twice that of Apple Valley. My employers regularly recognized me for strictly managing our budget and having good stewardship over our resources. I have been with ZRR for over 19 years and in that time have either directly coordinated or overseen:

- Cleanup and recovery after three floods, including one significant flash flood that required the evacuation of all guests and staff and one that required evacuation in the middle of the night.
- Managing 150 employees.
- Serving on average 40,000 guests annually with long-term residents in the winter months. We are responsible for providing safe, well-maintained facilities for them just as will be needed for the residents of Apple Valley. On a regular basis, I personally address guest concerns and complaints.
- Resurfacing and crack sealing our interiors roads multiple times.
- Maintaining our Large Underground Sewer System that is inspected and permitted annually. This system has six large leach fields.
- Maintaining and replacing as needed HVAC, laundry, pool and spa, and sprinkler systems.
- Performing safety evaluations of facilities and grounds.
- Performing annual water safety tests.
- Performing marketing efforts to attract visitors to ZRR.
- And many more functions that will translate to leading Apple Valley as mayor.
- Treasurer, Apple Valley Republican Party

The reason I give my time and belong to the Republican Party is stated in the preamble.

As our preamble states: Affirm our belief in God and declare our support for government based upon a moral and spiritual foundation. We affirm freedom for every individual as expressed in the Declaration of Independence and protected by the Constitution.

- Spa Specialist
Red Mountain Resort and Spa
Ivins, Utah
2000-2002

Spa Specialist booking appointments and care for individuals with injuries and maintenance for a healthy lifestyle. Working with and for management to make a cohesive work environment for a spa with national prestige.
- Secretary for the Smithsonian Fire District

At the formation of our new district, I assumed the duties of taking the transcripts of each meeting and filing with the appropriate parties. It was important that everything be accurate as this helped lead to Smithsonian Fire District being able to purchase better Fire Engines and build the new Fire Station by obtaining grants that helped our town stay safe with improvements of Fire Safety.
- Manager, Legal Department
Tidewater Credit Services – Tidewater Finance Company
Chesapeake, Virginia
1996-2000

Managed Paralegals, represented cases in Civil Court when uncontested, represented chapter 11 and Chapter 13 cases in Federal Bankruptcy Court when uncontested in Virginia and Maryland.
- Clerk, Chesapeake Civil Court
Chesapeake, Virginia
1995-1996

Entered court rulings, maintained case files. As governments come under stricter rules than a general business this gives me inside knowledge not known to the normal laymen on keeping records and how proceedings operate in government and law.

Personal

- Married 25 years
- Lived in Apple Valley since 2000
- Avid Reader on many subjects on Personal Improvements
- Author: Book Shadow Hawk: On Sacred Ground
- Author: Play "A Comanche's Sacred Love"
- Performer: starred in community theater plays
- Television: Appearance on "Home & Family" on the Family Channel
- Performer at the New Orleans Cable Television Convention, the Hollywood Cable Television Convention
- Professional Announcer at World Title Fights
- Movie roles in: Shadow Hawk: On Sacred Ground, Half-Breed, and Way of The Arrow

Letter of Intent

I have submitted my name to be considered for the Apple Valley town council because having lived in Apple Valley for 21 years I have a perspective that will benefit the town. I am the general manager of Zion River Resort, one of the highest rated RV resorts in the country. ZRR is a multi-million dollar business with an annual budget twice that of Apple Valley. I have been with ZRR for over 19 years and in that time have managed and directed daily operations that mirror many of the same issues facing the town. I have led ZRR through a tax audit, three floods, and now a pandemic.

I will listen to our residents and work in conjunction with the planning commission and mayor to address their needs. I will diligently research issues facing the town council so that I can make informed decisions. The areas that particularly interest me are community safety and long-term planning for the appropriate growth of our community including adding businesses that will benefit our existing residents and provide fiscal security.

I appreciate your consideration and would be honored to represent our community.

A handwritten signature in black ink that reads "Mason Walters". The signature is written in a cursive, flowing style.

Mason Walters

REV'd
5/13/2021

Item 4.



Application for Vacant Seat-Town Council

Term will expire January 3, 2021

Application Deadline: 5:00 p.m. Thursday, May 13, 2021

APPLICANT INFORMATION:

Name: MARGARET OSOSKI

Address: [REDACTED]
Street City State Zip Code

Telephone Number: [REDACTED]

Email Address: [REDACTED]

QUALIFICATIONS:

I certify that I meet the following Qualifications:

I am a citizen of the United States. Yes No

I am a registered voter in the Town of Apple Valley. Yes No

I have been a resident of the Town of Apple Valley or a resident of a recently annexed area of the Town of Apple Valley for the previous twelve (12) months. Yes No

I have not been convicted of a felony. Yes No

CERTIFICATION OF APPLICANT:

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BEFORE SIGNING.

I certify that all statements made in this application are true and complete and understand that any misrepresentation of material fact in this document or during an interview may subject me to disqualification.

I understand that information provided on this application is a public record and authorize the Town of Apple Valley to release the information contained herein.

Margaret Ososki
Applicant's Signature

5-13-2021
Date

All applicants must submit, with the application, a resume and a brief one (1) page written statement explaining why you are interested in serving on the council and any prior involvement in Town or community organizations or activities.

Margaret Ososki



To help clarify Town Codes and to help facilitate and move the Town in a positive forward motion.


EXPERIENCE:

- Early 1970's through late 1970's: Wire Operator
Paine Webber Jackson Curtis Stockbrokers
My job was to send buy and sell orders to the trading floors.
- Late 1970's through Early 1990's: Records Clerk, Dispatcher 911 calls, Photograph Technician
Las Vegas Metropolitan Police Department
Keep records, file reports interact with public
Answer 911 calls, dispatch units to crime scenes
Work in crime lab, go to jails to retrieve mug shots
Print and process all films, no digital cameras at this time
- Mid 1990's through Early 2000's: Retinal Angiographer, and Surgical Technician
Retinal Consultants of Nevada, Nevada Retinal Center and
Nevada Eye and Ear
To inject dye into patients, and take pictures of dye
going through the veins of the eye. To assist physician
during eye surgery. To schedule surgery, check insurances.
Take medical reports, do preliminary eye exams.
- Mid 2000's RETIRED

EDUCATION:

Graduated Rancho High School 1971
University of Nevada Las Vegas, 3 years
Las Vegas Massage School

May 13, 2021

Margaret Ososki


Town of Apple Valley
1777 N. Meadowlark Dr
Apple Valley, UT 84737

Dear Town Council:

I am applying for the vacant position on Town Council. As an 11 year resident I am familiar with the the proceedings of both Town Council and Planning Commission. I have an extensive knowledge of the Town codes. The most recent code/procedures that has been done incorrectly is the subdivisions and lot splits. Like it or not I worked with another resident to bring the problem to the surface.

I have been a volunteer for the original Parks and Rec Committee as well as the recent Events Committee. I was an alternate for the Planning Commission, and a volunteer for the Mosquito Abatement Committee.

As a resident I talk to many of the residents and have heard many likes and dislikes with this administration. I would like to be a voice for those residents who feel they are not being heard, and a voice for all of us that live on dirt roads.

It is time for this Town to be moving forward instead of backwards. I am an independent thinker and am not afraid to speak up when something is not being done correctly. I know that does not sit well with some of the Council members. I am passionate on issues I believe in, and some on the Town Council see that as being a bully. We need residents on both the Town Council and Planning Commission that are not just filling seats but are willing to do the work.

Thank you for your time and consideration.

Margaret Ososki

12:00pm
Item 4.

Rec'd
5/13/2021



Application for Vacant Seat-Town Council

Term will expire January 3, 2021

Application Deadline: 5:00 p.m. Thursday, May 13, 2021

APPLICANT INFORMATION:

Name: Roger M. Ashmore

Address: 
Street City State Zip Code

Telephone Number: 

Email Address: 

QUALIFICATIONS:

I certify that I meet the following Qualifications:

I am a citizen of the United States. Yes No

I am a registered voter in the Town of Apple Valley. Yes No

I have been a resident of the Town of Apple Valley or a resident of a recently annexed area of the Town of Apple Valley for the previous twelve (12) months. Yes No

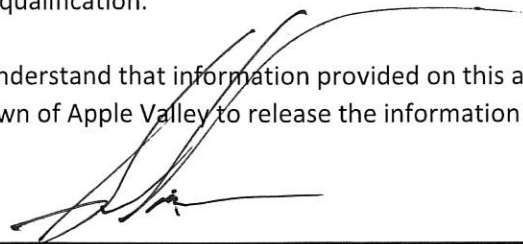
I have not been convicted of a felony. Yes No

CERTIFICATION OF APPLICANT:

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BEFORE SIGNING.

I certify that all statements made in this application are true and complete and understand that any misrepresentation of material fact in this document or during an interview may subject me to disqualification.

I understand that information provided on this application is a public record and authorize the Town of Apple Valley to release the information contained herein.


Applicant's Signature

5-12-21
Date

All applicants must submit, with the application, a resume and a brief one (1) page written statement explaining why you are interested in serving on the council and any prior involvement in Town or community organizations or activities.

ROGER ASHMORE



Profile

I am seeking to apply my strong background of citizen engagement, project management, and organizational skills to the town of Apple Valley as a council member relating to planning, development proposals, master planning, and policy changes.

Experience

Farmer — 2009 to Present

I raise and manage farm animals for sustainable living and market sales. I dedicate my time to construction, landscaping, time management, and overall love and care of animals.

Entrepreneur 1987-Present

I developed and managed a variety of businesses related to construction and health and wellness. I managed teams and individuals on job sites. I increased sales and revenue through my strong communication skills.

Apple Valley, UT Town Council Member — 2012-2015

I worked with other members of the council to set policy. I learned to listen and garner ideas from the community to help meet the needs of the town of Apple Valley, Utah. I learned to manage and work with people in the community who voiced concerns/complaints.

Apple Valley, UT Fire Department Volunteer 2010-2015

Volunteered time and learned skills involving engine operation training and urban wildland certification.

Education

Skilled Trade Education in Construction and Construction Management

Skilled Trade Education in Therapeutic Massage Practices

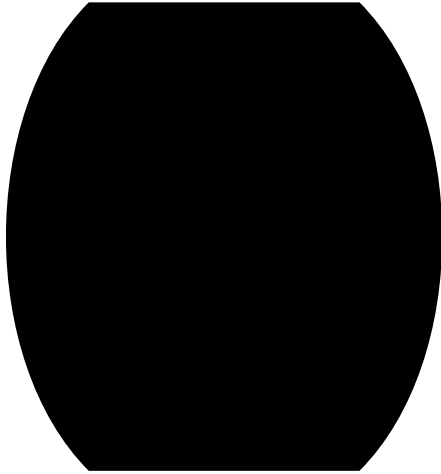
Skilled Trade Education in Fitness and Health Education

Skills

- Leadership management skills working with Individuals on group related tasks
- Communication skills including conflict management

-
- Planning and policy creation
 - Transportation driver of livestock
 - Business creation and management

References



ROGER ASHMORE

May 12, 2021

Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley, UT 84737

To whom it may concern,

Hello my name is Roger Ashmore, I have been a resident of Apple Valley for 13 years. I have dedicated over 7 years of my time to serving the Town of Apple Valley. I served on the town council for 4 years and worked for the city for 7 years. I involved myself in parks and recreation, the roads committee/ roads crew, the fire department, and the planning commission.

My intent for this letter is to inform you of my desire to apply for the available position as a member of the town council. Through my previous experience as a town council member, I learned to value the city as a whole and took into account differing ideas. Many decisions need to be thought through and researched to be able to make an informed vote. Not everyone will be happy with certain decisions which makes each decision that much more important. Apple Valley is my home and I desire to see it grow and prosper in a way that will benefit each member of the community. By considering me for this position I hope you can see the benefits of choosing someone who has already learned the process of being a council member and my dedication for our town.

Sincerely,

Roger Ashmore

RCVD TP
5/13/2021 2:35pm



Application for Vacant Seat-Town Council

Term will expire January 3, 2021

Application Deadline: 5:00 p.m. Thursday, May 13, 2021

APPLICANT INFORMATION:

Name: ANDREW L. SADLER

Address: [REDACTED]
Street City State Zip Code

Telephone Number: [REDACTED]

Email Address: [REDACTED]

QUALIFICATIONS:

I certify that I meet the following Qualifications:

I am a citizen of the United States. Yes No

I am a registered voter in the Town of Apple Valley. Yes No

I have been a resident of the Town of Apple Valley or a resident of a recently annexed area of the Town of Apple Valley for the previous twelve (12) months. Yes No

I have not been convicted of a felony. Yes No

CERTIFICATION OF APPLICANT:

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BEFORE SIGNING.

I certify that all statements made in this application are true and complete and understand that any misrepresentation of material fact in this document or during an interview may subject me to disqualification.

I understand that information provided on this application is a public record and authorize the Town of Apple Valley to release the information contained herein.

Andrew L. Sadler
Applicant's Signature

13 MAY '21
Date

All applicants must submit, with the application, a resume and a brief one (1) page written statement explaining why you are interested in serving on the council and any prior involvement in Town or community organizations or activities.

May 13, 2021

APPLE VALLEY TOWN COUNCIL

1777 N MEADOWLARK DR., APPLE VALLEY, UT 84737

I intend to be considered for the open seat on the town council of Apple Valley.

SINCERELY,



ANDREW L. SADLER

**ANDREW
SADLER**

Skills Summary

Light Rail Train Operator

Bus Operator

Furniture Manufacturing

Education

High School and some collage

Degree

GED

Experience

Directing and assisting costumers, delivering furniture, supervising and operating machinery.

Name of Employer

UTA / 1994-2012

Beautyline furniture MFG / 1984-1994

Rec'd TP
5/13/2021
u: SSPM



Application for Vacant Seat-Town Council

Term will expire January 3, 2021

Application Deadline: 5:00 p.m. Thursday, May 15, 2021

APPLICANT INFORMATION:

Name: MARTY LISONBEE UT 84227

Address: [Redacted]
Street City State Zip Code

Telephone Number: [Redacted]

Email Address: [Redacted]

QUALIFICATIONS:

I certify that I meet the following Qualifications:

I am a citizen of the United States. Yes No

I am a registered voter in the Town of Apple Valley. Yes No

I have been a resident of the Town of Apple Valley or a resident of a recently annexed area of the Town of Apple Valley for the previous twelve (12) months. Yes No

I have not been convicted of a felony. Yes No

CERTIFICATION OF APPLICANT:

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BEFORE SIGNING.

I certify that all statements made in this application are true and complete and understand that any misrepresentation of material fact in this document or during an interview may subject me to disqualification.

I understand that information provided on this application is a public record and authorize the Town of Apple Valley to release the information contained herein.

Applicant's Signature

5-13-2021

Date

All applicants must submit, with the application, a resume and a brief one (1) page written statement explaining why you are interested in serving on the council and any prior involvement in Town or community organizations or activities.

Marty Lisonbee



Objective:

To apply my lifetime of various experiences towards the service of my community and others. I am retired and have time available to give back to my community on a full time basis.

Education:

High School: Hilltop High School, Chula Vista, California

College: Victor Valley Community College, Victorville, California

Career Experiences:

Mayor of the Town of Apple Valley

Planning Commissioner for the Town of Apple Valley

Project Manager: D & T Properties
St. George, Utah

Managed all aspects of both residential and commercial developments. Managed construction finances, timelines, negotiated with subcontractors, interfaced with City and Town officials to obtain planning approval, permits and inspections.

Mortgage Broker: Various Mortgage Companies
St. George, Utah
Las Vegas, Nevada
Victorville, California

Loan officer, and Brokerage Manager for over 15 years. Handled hiring, firing, underwriting of loans, customer interface, Branch Manager dealing with office finances, quotas, and personnel.

Town Council Application Cover Letter for Marty Lisonbee

Giving service is the highest calling I feel I can provide to others in my life. As a former elected Mayor of Apple Valley, and former member of the planning commission, I am uniquely qualified for the position of Town Council. Since my resignation as Mayor, I have continued my service to the Town by helping with the day to day needs of the building department, processing building permits, and by reviewing record of surveys for lot split applications. I also represented the Town at a recent CIB prioritization meeting securing high priority placement for the Town items. When you're the Mayor, there are countless opportunities to learn the job and operations of a Town. I jumped in with both feet putting in 35-40 hours a week on average. I've also spent hundreds of hours with our legal counsel on a host of subjects, each being its own learning lesson on how to handle the many complex issues that pop up for municipalities. These sessions also help shape and guide many decisions made while I was Mayor.

I also have a solid understanding of municipal operations and requirements and feel this can serve the Town Council and the Town as well. I'm also able to assist the Town and Council with any technology needs that I implemented as Mayor to further the transparency of the Town operations and availability of information to our community.

Thank you for your consideration of my application.



Marty Lisonbee

Town of Apple Valley

**RESOLUTION NO. 2021-17
APPOINTMENT OF MAYOR PRO TEM**

WHEREAS, the Town of Apple Valley is a Utah municipal corporation; and

WHEREAS, THE Town Council has the authority, pursuant to UCA § 10-3b-402 to appoint a Mayor Pro Tempore; and

WHEREAS, the Town Council has determined that _____ is a qualified person to be appointed as Mayor Pro Tem; and

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 19th day of May, 2021, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Apple Valley that _____ is hereby appointed as Mayor Pro Tempore for a 8 month term ending January 3, 2022.

PASSED this 19th day of May, 2021.

TOWN OF APPLE VALLEY

ATTEST:

ATTEST:

Mayor W. Dale Beddo

Clerk Taylor Pledger

Mayor Dale Beddo voted _____
Council Member Michael McLaughlin voted _____
Council Member Kevin Sair voted _____
Council Member Paul Edwardsen voted _____

RESOLUTION 2021-18

A RESOLUTION of the Apple Valley Town Council terminating its delegation to an administrative control board of its rights, powers, and authority related to the Big Plains Water and Sewer Special Service District.

Recitals

Whereas Apple Valley Town (the “Town”) duly created by Resolution No. 2011-25 and pursuant to the provisions of Article XI, Section 7 of the Utah Constitution and Utah Code Annotated, § 17D-1-101, *et seq* the special service district called the Big Plains Water and Sewer Special Service District (the “District”).

Whereas Utah Code Annotated, § 17D-1-101 (the “Special Service District Act”) states that the District shall be governed by the Town Council as the legislative body, subject to any delegation to an administrative control board.

Whereas the Town, by resolution, previously delegated its rights, powers, and authority in relation to the District to an administrative control board (the “Board”).

Whereas the Town has the authority, by statute, to at any time modify, limit, or revoke any right, power, or authority delegated to the Board.

Whereas the Town Council finds that public health, convenience, and necessity require the revocation of the delegation to the Board.

NOW, THEREFORE, BE IT RESOLVED by the Apple Valley Town Council:

1. The public health, convenience, and necessity require the revocation of the delegation to the Board.
2. The delegation of its rights, powers, and authority to the Board is hereby REVOKED. This Resolution supersedes and amends Resolution No. 2011-25.
3. Effective immediately, the members of the Board are released from their positions on the Board.
4. To allow for a smooth transition, the members of the Board are directed to immediately provide all accounting, materials, records, documents, and assets to the Town Council.
5. Effective immediately, the Town Council as the legislative body for the Town shall re-assume all responsibilities set out in the Special Service District Act in relation to the District.

Signature Block On Next Page

W. Dale Beddo, Mayor

ATTEST:

Taylor Pledger, Town Recorder

Councilmember Kevin Sair Voted _____
Councilmember Mike McLaughlin Voted _____
Councilmember _____ Voted _____
Councilmember Paul Edwardsen Voted _____
Mayor W. Dale Beddo Voted _____

TOWN OF APPLE VALLEY

RESOLUTION R-2021-XX
A RESOLUTION APPOINTING BOARD MEMBERS FOR THE BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT

WHEREAS, the Town of Apple Valley ("Apple Valley") by ordinance (Ordinance No. 2011-25) established the Big Plains Water and Sewer Special Service District ("District") which requires the mayor to appoint board members to the District; and

WHEREAS, the Mayor and one elected official of the Town of Apple Valley are required to serve as board members for the District, with three members of the board being appointed from the registered voters of Apple Valley.

WHEREAS, Mayor Dale Beddo has nominated _____, for appointment to the District as board members; and

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 19th day of May 2021, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

_____ are appointed as a board member of the District whose 2-year terms will expire on January 6, 2024; and

RESOLVED this 19th day of May, 2021.

TOWN OF APPLE VALLEY

ATTEST:

W. Dale Beddo
Mayor

Town Deputy Clerk

Council Member Kevin Sair voted _____
Council Member Michael McLaughlin voted _____
Council Member _____ voted _____
Council Member Paul Edwardsen voted _____
Mayor W. Dale Beddo voted _____

Audit Committee Charter

Audit Committee Authority

Pursuant to Apple Valley resolution number R-2021-013, dated May 19th, 2021, the Town Council of The Town of Apple Valley has established an audit committee to assist the Apple Valley Town Council in the oversight of both the internal and external audit functions.

Mission

The Town Council of the Town of Apple Valley has established an audit committee to provide independent advice, assistance, and recommendations to the Town Council in the oversight of the internal and external audit functions of the Town of Apple Valley.

Composition and Requisite Skills

The Town of Apple Valley Audit Committee is comprised of a subset of the Town Council members. This ensures that investigations regarding the work of management, external auditors, and internal auditors remain confidential until reports are made public to the governing body. The committee shall include: [NAME OF COUNCIL MEMBERS APPOINTED].

The Committee members collectively should possess the knowledge in accounting, auditing, and financial reporting needed to understand and evaluate the Town of Apple Valley's financial statements, the external audit, and the entity's internal audit activities. Accordingly, the Audit Committee's members, collectively, should:

- 1) Possess the requisite knowledge necessary to understand technical and complex financial reporting issues.
- 2) Have the ability to communicate with auditors, public finance officers and the governing body.
- 3) Be knowledgeable about internal controls, financial statement audits and management/operational audits.
 - a. If no audit committee members have sufficient personal internal control or finance knowledge, the committee must gain this knowledge via a financial expert (either volunteer or paid) advisor.
 - i. The financial expert advisor must:
 1. Be independent of management
 2. Be present for meetings

3. Not be a member of the audit committee
4. Not vote on committee actions

Duties and Responsibilities

The duties and responsibilities of the Town of Apple Valley Audit Committee include the following:

1) External Audit Focus

- a. Provide recommendations regarding the selection of the external auditor
- b. Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter.
- c. Review and discuss with the external auditor any risk assessment of the entity's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable.
- d. Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the entity's system of internal controls, and, working directly with the external auditor, assist the governing body in interpreting such documents.
- e. Make a recommendation to the governing body on accepting the annual audit report.
- f. Review every corrective action plan developed by [entity name] management and assist the governing body in the implementation of such plans.

2) Internal Audit Focus

- a. Make recommendations to the governing body regarding the appointment of the internal auditor.
- b. Assist in the oversight of the internal audit function, including reviewing the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities.
- c. Review significant recommendations and findings of the internal auditor.
- d. Monitor management's implementation of the internal auditor's recommendations by management.
- e. Participate in the evaluation of the performance of the internal audit function.
- f. Oversee Hotline complaints received and investigated by the internal auditor.

3) Administrative Matters

- a. Hold regularly scheduled meetings.
- b. Review and revise the Audit Committee Charter, as necessary.

Membership

The membership duties of the Town of Apple Valley Audit Committee include the following:

- 1) Good Faith – Members of the Committee shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Committee and the [entity type] with such care as a generally prudent person in a similar position would use under similar circumstances.
- 2) Independence – An individual may not serve on an audit committee if he or she:
 - a. Is employed by the entity (other than governing board members).
 - b. Currently provides, or within the prior two years, has provided, goods or services to the entity.
 - c. Is a family member of an employee or officer.
 - d. Is the owner of or has a direct and material interest in a company providing goods or services to the entity.
- 3) Confidentiality – During the exercise of duties and responsibilities, the Committee members may have access to confidential information. The Committee shall have an obligation to the [entity type] to maintain the confidentiality of such information.

Meetings and Notification

The Town of Apple Valley Audit Committee shall meet a minimum of two times each year. An agenda of each meeting should be clearly determined in advance and the Audit Committee should receive supporting documents in advance, for reasonable review and consideration.

The Audit Committee shall create meeting minutes which include the meeting:

- 1) Agenda
- 2) Time, date, and location
- 3) Attendance
- 4) Findings requiring further investigation
- 5) Items to report to the governing body

Decision-Making Process

All decisions shall be reached by vote of a simple majority of the total membership of the committee. A quorum constitutes a simple majority of the total membership and meetings will not be conducted unless a quorum is present.

Reporting Requirements

The Town of Apple Valley Audit Committee has the duty and responsibility to report its activities to the Town Council as needed, but not less than annually. Periodic written reports of Audit Committee activities are an important communication link between the Audit Committee and the Town Council on key decisions and responsibilities. The Audit Committee's reporting requirements are to:

- 1) Report on the scope and breadth of committee activities so that the Town Council is kept informed of its work.
- 2) Provide minutes or a summary of minutes of meetings which clearly record the actions and recommendations of the Committee.
- 3) Report on their review of the Town of Apple Valley's draft annual audit report and accompanying management letter and their review of significant findings.
- 4) Report on suspected fraud, waste or abuse, or significant internal control findings and activities of the internal control function.
- 5) Report on indications of material or significant non-compliances with laws or the Town of Apple Valley's policies and regulations.
- 6) Report on any other matters that the committee believes should be disclosed to the Town Council.

Charter Review

The Town of Apple Valley Audit Committee shall assess and report to the Town Council on the adequacy of this Charter no less than an annual basis or as necessary. Charter modifications, as recommended by the Audit Committee, should be presented to the Town Council in writing for their review and action.

TOWN OF APPLE VALLEY

**RESOLUTION R-2021-013
A RESOLUTION ESTABLISHING AN AUDIT COMMITTEE**

WHEREAS, the Town of Apple Valley ("Apple Valley") is taking measures to ensure strong internal controls over financial reporting,

WHEREAS, the Apple Valley Town Council desires to establish oversight of both internal and external audit functions,

WHEREAS, Mayor Dale Beddo has nominated _____, _____, and _____ for appointment to the Audit Committee; and

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 19th day of May 2021, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

SECTION 1: Apple Valley adopts Audit Committee Charter as attached.

SECTION 2: The following Town Council members are appointed to the audit committee for the remaining period of their respective Council seat term.

RESOLVED this 19th day of May 2021.

TOWN OF APPLE VALLEY

ATTEST:

Dale Beddo, Mayor

Taylor Pledger, Town Clerk

(Vacant)	voted	_____
Council Member Michael McLaughlin	voted	_____
Council Member Kevin Sair	voted	_____
Council Member Paul Edwardsen	voted	_____
Mayor Dale Beddo	voted	_____

Ethical Behavior Policy

Employee Code of Ethics

Prohibited Conduct

No current employee or officer, as specified, shall:

1. Disqualification from Acting on Apple Valley Business.
 - a. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
 - b. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
 - c. Fail to disqualify him or herself from acting on any transaction which involves Apple Valley and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
 - d. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Apple Valley or any Town agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Apple Valley or Town agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
2. Improper Use of Official Position.
 - a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Apple Valley; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
 - b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any Town funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.

- c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the Town; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
 - d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Apple Valley, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
3. Accept Gifts or Loans.
- a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - i. Unsolicited flowers, plants, and floral arrangements;
 - ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the [entity];
 - vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
 - vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
 - viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the Town;
 - ix. Travel costs, lodging, and tuition costs associated with Town sanctioned training or education when not provided by a private entity under contract with the Town;
 - x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
 - xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
 - xii. Campaign contributions; and
 - xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
4. Disclose Privileged Information.

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

5. Financial or Beneficial Interest in Transactions.

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Apple Valley. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Apple Valley.

6. Nepotism.

a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

7. Misuse of Public Resources or Property.

a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

8. Outside Employment.

a. Retain secondary employment outside of Apple Valley employment, which, as determined by the Town Council, and according to *Utah Administrative Code* R477-9-2:

- i. Interferes with an employee's performance.
- ii. Conflicts with the interests of Apple Valley or the State of Utah.
- iii. Gives reason for criticism or suspicion of conflicting interests or duties.

9. Political Activity.

a. Except as otherwise provided by law:

- i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Apple Valley may not provide a basis for denying employment to the applicant.
- ii. A Apple Valley officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
- iii. A Apple Valley employee may not engage in political campaigning or solicit political contributions during hours of employment.
- iv. A Apple Valley officer or employee may not use Town equipment while engaged in campaigning or other political activity.
- v. A Apple Valley officer or employee may not directly or indirectly coerce, command, or advise another Town officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
- vi. A Apple Valley officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party,

- affiliation, opinion, committee, organization, agency, or person engaged in political activity.
- b. A Apple Valley employee who has filed a declaration of candidacy may:
 - i. be given a leave of absence for the period between the primary election and the general election; and
 - ii. Use any vacation or other leave available to engage in campaign activities.
 - c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
 - d. Nothing in this chapter shall be construed to:
 - i. prohibit a Apple Valley officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 - ii. Permit a Apple Valley officer or employee partisan political activity that is prohibited under federal law.
 - e. No Apple Valley officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Apple Valley property.
 - f. No Apple Valley officer or employee shall promise any appointment to any position with Apple Valley as a reward for any political activity.
 - g. A Apple Valley employee who is elected to an office with [entity name shall terminate Town employment prior to being sworn into the elected office.
10. Fair and Equal Treatment.
- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
 - b. No Apple Valley officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
11. Prohibited Conduct After Leaving Apple Valley:
- a. No former employee shall, during the period of one (1) year after leaving Apple Valley office or employment:
 - i. Disclose or use any privileged or proprietary information gained by reason of his/her Town employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - ii. Assist any person in proceedings involving an agency of Apple Valley with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
 - iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a Apple Valley employee;
 - iv. Participate as a competitor in any competitive selection process for a Town contract in which he or she assisted the Town in

determining the project or work to be done or the process to be used.

Conflict of Interest Policy

Overview

Town officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the Town. Officers owe a fiduciary duty to the Town and must not act in a manner that is contrary to that duty or to the interests of the Town. Officers must place the interests of the Town over their own personal interests with respect to the governance, policy, strategic direction and operations of the Town.

Policy

It is the intent of the Town Council to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer has a personal interest in a matter that is or may be in conflict with or contrary to the Town's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgment within the context of the best interest of the Town. For the purposes of this policy, an officer's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

1. The following provisions shall serve as a guide to officers with respect to the affairs of the Town:
 - a. Town officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the Town Council and the Town's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.
 - b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the Town, or to individually conduct negotiations or make contacts or inquiries on behalf of the Town unless officially designated by the Town Council.

- c. Officers are prohibited from acquiring or having a financial interest in any property that the Town acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the Town does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the Town and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the Town is prohibited if this interest or relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the Town.
- d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Town Council which shall decide if such interest should prevent the Town from entering into a particular transaction, purchase, or engagement of services. The term "immediate family" means officer's spouse, parent, dependent children, and other dependent relatives.
- e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the Town.
- g. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This Form shall be signed and notarized. Completed Forms shall be submitted to the Town Recorder and made available to the public upon request.
- h. The Town Recorder shall provide copies of all completed Forms to the governing body] Chair at the end of January each year.
- i. The Town Council Chair shall review all completed forms and consider the disclosures. The Town Council Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the Town.

Receiving Policy



Designated Receiving Official

The Town Recorder is designated as the Receiving Official.

Receiving Process

The Receiving Official or his/her designee will make a record of goods and services received by the Town.

Hotline Policy

Introduction

The Town of Apple Valley Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:

- Waste or misuse of public funds, property, or manpower
- Violations of a law, rule, or regulation applicable to the government
- Gross mismanagement
- Abuse of authority
- Unethical conduct

Filing a Complaint

Complaints should be submitted in writing using the attached form. Complainants should also submit any evidence that supports the complaint. Essential information includes specifics on 'who, what, where, when' as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources Town of Apple Valley is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:

Email: hotline@applevalleyut.gov

US Mail:

ATTN: HOTLINE
Town of Apple Valley
1777 Meadowlark Drive,
Apple Valley, UT 84737

Entity Processing of a Hotline Complaint

1. After receipt of the complaint, the Internal Auditor will review the allegation and any evidence provided by the complainant. The list below represents some of the factors that are considered during the screening and prioritization process.
 - a. Does the complaint involve actions by a person subject to the Town of Apple Valley's authority?

- b. Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
 - c. Has the complainant taken appropriate steps to resolve the issue with the entity? If the entity is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
 - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.
 - e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the audit committee being accused?
 - f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.
2. The Internal Auditor communicates to the Audit Committee :
 - a. The allegation of the complaint
 - b. Any facts supporting or refuting the complaint
 - c. A recommendation based upon preliminary inquiry
 3. Audit Committee decides the appropriate next action (if a member of the Audit Committee is the subject of the complaint they may not be included in this process):
 - a. Discontinue the investigation
 - b. Continue with the investigation
 - c. Refer the investigation to another agency
 4. If the investigation proceeds, the audit committee sets the following:
 - a. Time and resource budget
 - b. Scope of the audit
 5. Internal Auditor completes the audit
 6. Internal Auditor creates a report outlining the work performed and conclusions
 7. Internal Auditor provides the report to the Audit Committee
 8. Audit Committee reports investigation results to the whole governing body (if a separate audit committee exists).
 9. Governing body addresses any findings noted in the report

Whistleblower Protection

Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the entity (see *Utah Code* § [67-21-3\(1\)\(b\)\(iv\)\(A\)](#) for more information).

Confidentiality

The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See *Utah Code* Section [67-3-1](#)(15)).

Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

HOTLINE REPORTING FORM

Email completed form to:

[hotline email address]

or Mail to:

Town of Apple Valley

Attn: [Internal Audit]

[Entity mailing address]

Complainant Information:

Complainant to remain anonymous? Yes No		
Complainant would like a response? Yes No		
Complainant Name	Check One <input type="checkbox"/> Elected Official <input type="checkbox"/> Entity Employee <input type="checkbox"/> Citizen/Contractor	Date Submitted
Home Address		
Phone/cell/email		
Work Address and information (if applicable)		

Information Concerning the Complaint (Please complete one form for each separate complaint)

Each improper action should be noted separately and supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

<p>Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)</p>
<p>Who is the above person's supervisor? (Please provide name, position, and phone#)</p>
<p>What is the assertion of improper governmental activity? Please describe in detail.</p>
<p>When did the event(s) take place? Please include dates, time, and frequency.</p>
<p>Where did the event(s) occur?</p>

Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?

Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)

How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?

What specific law or state regulation has been violated?

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

Credit Card Policy

Credit Card Procedures

By requesting an Entity Credit Card, each applicant acknowledges that they have read and understand the Entity's Policy and Procedures, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

1.10- To Obtain a Card:

Complete an Entity Credit Card Acceptance Agreement (Appendix A). All requests will be processed through the Entity Accountant with final approval by the Entity Council. The cardholder's signature on the Acceptance Agreement (Appendix A) indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Credit Card Policy and Procedures.

Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. **The cardholder is the only person entitled to use the card issued.** Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

1.20 – Card Holder Responsibilities: It is the responsibility of the cardholder to:

- Read and understand the Entity Credit Card Policies and Procedures
- Sign the Entity Credit Card Acceptance Agreement. (See Appendix A)
- Make only authorized purchases as prescribed by the Entity Purchasing Policy and approved departmental budget
- Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder **and** a Member of the Entity Council. (See Appendix B)
- Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts, with an attached Warrant request for each transaction, are due to the Entity Accountant by the 1st of the following month
- Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Entity Accountant
- Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the Entity Accountant

Roduc 1.30 – Accountant Responsibilities

It is the responsibility of the Accountant to:

- Request and oversee the issuance of new cards, through the Treasurer’s Office, and the Entity Council. The credit limit will be determined at the discretion of the Entity Council
- Inform the Entity Council when limit changes or cancellations are needed due to personnel changes
- Payment on Credit Cards is to be done immediately upon receipt
- Credit Card reconciliations are to be completed within 15 days of payment due date
- Review the cardholder’s reconciliation and transactions for completeness, accuracy, and compliance with Entity policies and procedures
- Address the cardholder about questionable transactions for clarification purposes
- Report any misuses of credit cards immediately to the Entity Council.
- Sign the Warrant form for each cardholder after review
- Insure that the Treasurer’s Office receives copies of receipts, if sales tax has been paid, in order for reimbursement from the State of Utah

1.40 – Approved Credit Card Purchases:

- Business related uses, subscriptions, seminars, dues, books
- Office supplies, furniture
- Small tools (purchase/rental), electrical, safety and building maintenance supplies
- Vehicle maintenance supplies
- Certain allowable travel expenditures:
 - Conference registrations or seminar rooms
 - Entity sponsored group gatherings
 - Hotel rooms

1.50 – Prohibited Credit Card Purchases:

The following purchases are strictly prohibited from being purchased by using an Entity credit card:

- Any merchant, product, or service normally considered to be inappropriate use of Entity funds
- Purchase of items for personal use or consumption
- Purchasing in violation of the Entity Purchasing Policy
- Capital equipment purchases/repair
- Gift cards/certificates
- Alcohol
- Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.
- Splitting a purchase to remain under purchasing policy limits
- Consultants:
 - Architects
 - Engineers
 - Attorneys and Attorney’s fees
 - Medical, including hospital/doctor visits

1.60 – Built-In Restrictions:

Each card is assigned Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact the Mayor who can propose to the Council to review the limit given. Entity has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the Entity chooses to block a Merchant the card will be declined. Please refer to the Accountant regarding issues with a possible blocked card.

1.70 – Reconciliation and Payment:

The Entity Credit Card Program carries Entity, not individual, liability. Credit Card Invoices will be paid by the Entity Accountant as outlined in Section 1.30. The cardholder will not be required to pay the Monthly Statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail or other electronic means, ask the supplier to include and itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the Entity Accountant for review, and approval. The cardholder's activity may be audited at any time.

1.80 – Disputed Transactions:

Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the Entity and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to notify immediately the Entity Accountant if there is a possible dispute on an issued credit card.

1.90 – Employee Termination:

Upon notice of a cardholder terminating their current employment, the cardholder's supervisor is responsible to take possession of the card and any outstanding original receipts. The supervisor should immediately notify the Accountant so they can notify the card issuer and close the account.

Appendix A

CREDIT CARD HOLDER ACCEPTANCE AGREEMENT

The following Credit Card Acceptance Agreement must be signed by all authorized employees of Entity with access to a credit card.

I understand that Entity has authorized my use of an Entity credit card for authorized Entity expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

- I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and the Entity
- I will not use the card to obtain cash advances
- I understand that **I am the only authorized card user** and accept the responsibility and accountability for the protection and proper use of the card
- I will not use the card for personal use or for any other non-Entity purposes
- I understand that all purchases shall be made in accordance with applicable purchasing and credit card policy and procedures approved by the Entity Council
- I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to my assigned card
- I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card
- I will surrender my assigned card to the Entity Accountant (Administrator) in the event of my separation from the Entity
- I understand that any charges against my assigned card that are not properly identified or not allowed by the Entity shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Administrator or Member of the Entity Council
- I will immediately report any stolen or lost card to the Administrator

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All Entity credit cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: _____ Department: _____

Signature: _____ Credit Card #: _____

Appendix B

ENTITY CREDIT CARD MISSING RECEIPT FORM

This form is to be used as documentation only if the actual receipt, invoice, packing list, or internet order screen print is unavailable for a transaction made on a Entity Credit Card. It will be allowed only as a rare circumstance. **It must be filled out COMPLETELY and signed by a Council Member.**

*Cardholder Information

Cardholder Name:		Account #:	
Department:		Extension:	

*Why is the original receipt, packing list, invoice, or other appropriate substitute missing?

*Supplier Information

Supplier Name:		Phone #:	
City and State:			
Date of Purchase:			
Order placed with (name of supplier's representative):			

*Item Description

Quantity Unit Price Amount

* Order Total			

The Entity is exempt from sales tax in most instances. Tax Exempt #: XXXXX

*Cardholder Signature:		Date:	
*County Council Member:		Date:	

*** = Required Information**

NOTE: Repeated loss of receipts may be grounds for discontinuing a Cardholder's use of the Credit Card or other disciplinary action may be taken.

Reporting Fraud or Abuse Policy

Definition

"Improper governmental action" means any action by a Town employee or official:

- 1) That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and
- 2) That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds.

Reporting Fraud or Abuse

Employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the Mayor or such other person as may be designated by the Mayor to receive reports of improper governmental action.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the Town Council.

The Mayor shall take prompt action to assist Town in properly investigating the report of improper governmental action. Apple Valley officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

Apple Valley employees may report information about improper governmental action directly to the Town Council if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

Apple Valley employees who fail to make a good-faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by Apple Valley in these procedures.

Complaints, Investigations, Review and Enforcement

- A. Any person may file a complaint alleging a violation of this policy.
- B. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the Mayor who shall provide a copy to the person charged with a violation. The complainant shall provide the Mayor with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.
- C. This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of Apple Valley employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. Apple Valley is reluctant to begin an investigation based on an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under Apple Valley policy. A thorough investigation of complaints is Apple Valley's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, Apple Valley reserves the right to decline to investigate any complaint that is provided anonymously.

If a complaint is received anonymously, it shall be directed to Internal Auditor for a recommendation on the processing of the complaint. Upon review of the complaint, the Internal Auditor will recommend to the Audit Committee either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the Internal Auditor's recommendation the Audit Committee shall make the final determination on whether or not to continue the investigation, end the investigation, or refer the matter to an outside entity.

- D. Within thirty (30) days after receipt of a complaint, the Internal Auditor or another person appointed by the Audit Committee shall conduct a preliminary investigation. If the Internal Auditor or a member of the Audit Committee or the governing board are implicated in the complaint, the Audit Committee will determine an independent person who will conduct the investigation. **Criminal allegations will be referred to the proper law enforcement agency.**
- E. If the Internal Auditor determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the Internal Auditor shall advise the Audit Committee to dismiss the complaint. If the Audit Committee does dismiss the complaint, it shall do so in writing, setting forth the facts and

provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

Whistleblower Protection

Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.

Personal use of Entity Assets Policy

Personal use of entities computers

Personal use of Town of Apple Valley computer software and applications must comply with the Town of Apple Valley Acceptable Computer Use Policy, which prohibits the use of Town resources for personal for-profit business, religious, or political activities, or for personal financial benefit outside of employment. Offensive (i.e. pornographic), harassing, discriminatory, or illegal (i.e. gambling) activities are prohibited. Personal use of software and applications which disrupts or distracts the conduct of Town of Apple Valley business due to volume, timing, or frequency is considered an unacceptable use of Town of Apple Valley resources.

Costs associated with applications downloaded to Town of Apple Valley cell phones is the financial responsibility of the user assigned to the cell phone. Downloaded applications should not be offensive, harassing, discriminatory or illegal (i.e. gambling) in content. Applications with security vulnerabilities should be uninstalled.

The personal use of social networking applications (e.g. Facebook, Twitter, Instagram, and LinkedIn) is not permitted during work time.

Office computers may be used at home by the employee since use of authorized software increases the employee's knowledge of the software. Unauthorized software may not be installed or used on the computer. Personal use must comply with the Acceptable Computer Use Policy which does not allow for personal for-profit business, religious, or political activities, or for personal financial benefit outside of employment. The computer is only to be used by Town of Apple Valley employees. Installation of employee personal printers must be pre-authorized.

Personal Use of Printers, Photocopy and Fax Machines

Photocopiers and printers are primarily reserved for Town use; however, personal copies and printed materials can be made at a cost of [set rate/5 cents] per page, paid to the receptionist or other responsible employee. Long distance charges incurred as a result of a personal fax transmission shall be the financial responsibility of the employee and reimbursed to Town of Apple Valley.

Non-Entity use of equipment

Town of Apple Valley equipment may only be used for official purposes except when rented for personal use. Equipment of Town of Apple Valley may not be rented. Equipment may not be rented for commercial uses.

Use of Town of Apple Valley Vehicles

Town of Apple Valley vehicles are provided to enable employees to complete required tasks efficiently and effectively. As a general rule vehicles should remain locked in a secure location when not in use. Town vehicles should not be used for non-Town purposes or to transport non-Town persons unless the reason is documented and approved by the Town Council. Personal use of vehicles, including commuting to and from work, will be treated as a taxable fringe benefit consistent with IRS Publication 15-B.

Entity issued credit or purchasing card

An entity credit or purchasing card may be issued to certain employees to assist in handling Town of Apple Valley purchases or travel costs. These cards are to be used for Town-related purchases only. Personal use of these cards is not allowed. All charges made to an entity card must be paid upon receipt of the statement. See Town policy on credit/purchasing cards.

Administrative or staff time

Employees and elected officials should not ask administrative or clerical staff to use Town time to work on assignments or perform tasks which are not Town-related or are for personal use or gain.

IT and Computer Security Policy

Statement

The Town of Apple Valley furnishes computers for employees' use in conducting Town business.

This includes access to e-mail and the Internet. The internet contains many useful features, including email to non-Town resources, access to research materials, and information exchange. The purpose of this policy is to establish basic rules for employees' use of the Town's computer system, including the Internet and email.

Computer System, Internet and E-mail Use Policies

The Internet can be misused in a variety of ways, including but not limited to:

1. Downloading files that contain viruses, thereby endangering Town information services;
2. Accessing objectionable material;
3. Wasting work time by performing unauthorized research or accessing nonbusiness related information and people or for computer games, or online games.

Individual Responsibilities:

Internet users are responsible for complying with this and all other Town policies when using the Town's resources for accessing the Internet. Violation of this policy is grounds for disciplinary action, up to and including termination.

General Policies for Use of the Entity's Computer System, Including the Internet:

An employee does not have a right to privacy when using the Internet via Entity resources and employees should not expect or assume any privacy regarding the content of email communications. The Entity reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time, and to read, use and disclose e-mail messages. In addition, all software, files, information, communications, and messages (including emails) downloaded or sent via the Internet using Town resources are the Town's records and property of the Town; such records are subject to potential review and disclosure under the public disclosure law of the State of Utah. Even after an email message has been "deleted," it may still be possible to retrieve it.

The Town Council has the right to restrict or prohibit any employee from Internet access for violation of the policy. Violations may also result in disciplinary action, up to and including termination.

Internet use via Town resources is for Town business. Except as outlined here, use of Town's computer, Internet and email services are for Town business only. Some limited personal use is permitted, so long as it does not result in cost to the Town, does not interfere with the performance of duties, is brief in duration and frequency, does not distract from the conduct of Town business and does not compromise the security or integrity of Town information or software. Such limited use shall not occur on "paid time," but is permitted immediately before or after work hours and during an employee's breaks. Examples of allowable personal use include accessing a weather report or news item on the Internet, or transmitting email to a family member to assure safe arrival at home. Any personal use of Town of Apple Valley's computer, Internet and email services must comply with all applicable laws and Town of Apple Valley policies, including anti-discrimination policies and Internet usage policy.

Internet use must comply with applicable laws and Town policies including but not limited to all federal and state laws, and Town policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of Town resources, information and data security.

All Internet use must be consistent with the Town's Personnel Policies Manual.

Town of Apple Valley's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of Town business. Employees are prohibited from gaining unauthorized access to another employee's email messages, or sending messages using another employee's password.

To prevent potential Town liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of Town of Apple Valley.

Town of Apple Valley has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The Town may disclose all such information to any party (inside or outside the Entity) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system—with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the Town for any purpose, as well as the public if a proper request is made for public records.

Good judgment should always be employed in using the Town's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Email inconsistent with the Town's policies must be avoided. For example, it is prohibited to make jokes or comments which could offend someone on the basis of gender, race, age, religion, national origin, disability or sexual orientation. These comments would be in direct conflict with the Town's policies prohibiting discrimination and harassment. Accordingly, employees should create and

send only courteous, professional and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.

Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the Entity. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

The safety and security of the Town's network and resources must be considered at all times when using the Internet. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from the [IT Director] and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone.

There is a wide variety of information on the Internet. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users must be aware that the Town has no control over available information on the Internet and cannot be responsible for the content of information.

Prohibited Uses of the Internet:

The following is a non-exclusive list of prohibited uses of the Internet and email:

- Commercial use – any form of commercial use of the Internet is prohibited;
- Solicitation – the purchase or sale of personal items or non-business items through advertising on the Internet is prohibited;
- Copyright violations – the unlawful reproduction or distribution of copyrighted information, regardless of the source, is prohibited;
- Discrimination / Harassment – the use of the Internet to send messages or other content which is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers is prohibited;
- Political – the use of the Internet for political purposes is prohibited;
- Aliases / Anonymous messages / misrepresentation – the use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee's job title, job description, or position with the Town is prohibited;
- Social networking sites – the accessing and/or creation of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-entity business purposes;
- Instant messaging;
- Misinformation / Confidential Information – the release of untrue, distorted, or confidential information regarding Town business is prohibited;
- Viewing or Downloading of Non-Business Related Information - the accessing, viewing, distribution, downloading, or any other method for retrieving non-Town related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
- Unauthorized attempts to access another's network or e-mail account;
- Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;

- Spamming email accounts from the Town's email services or Town machines.

Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes.

TOWN OF APPLE VALLEY

**RESOLUTION R-2021-014
A RESOLUTION ESTABLISHING AN AUDIT COMMITTEE**

WHEREAS, the Town of Apple Valley ("Apple Valley") is taking measures to ensure strong internal controls over financial reporting,

WHEREAS, the Apple Valley Town Council desires to establish oversight of both internal and external audit functions,

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 19th day of May 2021, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

SECTION 1: Apple Valley adopts the attached credit card policy.

SECTION 2: Apple Valley adopts the attached Conflict of Interest policy.

SECTION 3: Apple Valley adopts the attached Reporting Wase and Abuse policy.

SECTION 4: Apple Valley adopts the attached Receiving Official policy.

SECTION 5: Apple Valley adopts the attached Commitment to Ethical Behavior Statement for Elected and Appointed Officials policy.

SECTION 6: Apple Valley adopts the attached Fraud Hotline policy.

SECTION 7: Apple Valley adopts the attached Personal Use of Entity Assets.

SECTION 8: Apple Valley adopts the attached IT and Computer Security Policy.

RESOLVED this 19th day of May 2021.

TOWN OF APPLE VALLEY

ATTEST:

Dale Beddo, Mayor

Taylor Pledger, Town Clerk

(Vacant)

voted _____

Council Member Michael McLaughlin	voted	_____
Council Member Kevin Sair	voted	_____
Council Member Paul Edwardsen	voted	_____
Mayor Dale Beddo	voted	_____

TOWN OF APPLE VALLEY

**RESOLUTION R-2021-015
A RESOLUTION ESTABLISHING AUTHORIZED CREDIT CARD HOLDERS**

WHEREAS, the Town of Apple Valley ("Apple Valley") is taking measures to ensure strong internal controls over financial reporting,

WHEREAS, the Town of Apple Valley ("Apple Valley") is taking measures to ensure strong internal controls over purchasing,

WHEREAS, the Apple Valley Town Council desires to establish oversight over purchasing,

WHEREAS, the Town of Apple Valley has used debit cards in the past,

WHEREAS, using credit cards will increase security and transparency, and

WHEREAS, the Town Council trusts certain individuals to use Town credit cards in accordance with the Town's credit card policy.

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 19th day of May 2021, and upon motion duly made and seconded,

BE IT RESOLVED AS FOLLOWS:

SECTION 1: The following positions are authorized to hold a credit card in accordance with established credit card policies;

- Town Mayor, Dale Beddo
- Town Recorder, Taylor Pledger
- Town Treasurer, Paul Edwardsen
- Fire Chief, David Zolg, Jr.
- Project Manager, John Barlow

RESOLVED this 19th day of May 2021.

TOWN OF APPLE VALLEY

ATTEST:

Dale Beddo, Mayor

Taylor Pledger, Town Clerk

(Vacant)	voted	_____
Council Member Michael McLaughlin	voted	_____
Council Member Kevin Sair	voted	_____
Council Member Paul Edwardsen	voted	_____
Mayor Dale Beddo	voted	_____



Address Duplicates

Stanley, Julie R - Salt Lake City, UT <Julie.R.Stanley@usps.gov>

Tue, Apr 27, 2021 at 4:02 PM

To: Town Clerk <clerk@applevalleyut.gov>

Cc: "Stanley, Julie R - Salt Lake City, UT" <Julie.R.Stanley@usps.gov>, "Anderson, Kelly S - Ogden, UT" <Kelly.S.Anderson@usps.gov>

Taylor,

A USPS customer in Apple Valley, 84737 has been assigned an address of 600 S Main Apple Valley 84737. The use of "MAIN Street" in Apple Valley causes conflict with MAIN Street addressing in Hurricane 84737. As seen below, the use of the same street name with the identical pre directional and ZIP CODE will not allow USPS methods in sorting mail to provide accurate customer service.

911 addressing is also in question with the use of South Main St in Apple Valley.

Please let us know if you are able to correct this so we don't have conflicts?



Address 620 S MAIN ST	City Hurricane	Zip Code 84737
Current as of 3/15/21	Notes Dynamic snapshot from county	County Parcel Website

**DEVELOPMENT AGREEMENT
FOR
TLW INVESTMENTS, LLC**

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

RECITALS

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

B. On January 20, 2021, the Town Council approved Ordinance _____, vesting zoning (the “Vesting Ordinance”), based on the Concept Plan set forth on EXHIBIT B (“Concept Plan”), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the “Project”).

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

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

E. The Town Council further authorized the Mayor of the Town to execute and deliver this Agreement on behalf of the Town.

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

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

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this Agreement.

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

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

AGREEMENT

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

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

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

3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the Town’s Community Development Director, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official Town Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.

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

a. The developer agrees to construct a paved roadway on the existing City road, (Rome Ave) with a twenty foot (20’) Wide asphalt road for 1,150 feet from the end of the existing pavement to the north end of the west boundary of the development.

b. The developer agrees to provide a secondary access to Main Street. This roadway will be all weather gravel access road.

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

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

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

f. The Developer will not develop more than 25 lots and no lot will be less than 1 acre per resident.

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

Developer agrees that final plat cannot be recorded until development has all services needed for the development. In the event that the entire development cannot be serviced and only a portion is able to be serviced, Developer may phase the development as long as it has adequate services and meets the Town's requirements.

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

6. Vested Rights and Reserved Legislative Powers.

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

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

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

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

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

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

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

6. Impact Fees. No Impact Fees will be charged to this Project as all such fees have been paid through the transfer of the 4 acres to the Town.

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

progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

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

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

- 1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney’s fees.
- 2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.
- 3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

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

To the Developer: TLW Investments, LLC

By: _____
Libby Wells

By: _____
Travis Wells

Its: Managers

Apple Valley, Utah 8 _____
Phone: _____

To the Town: Town of Apple Valley
 Attention: Town Attorney

 _____, UT 8 _____
 Phone: (435) _____

9. General Term and Conditions.

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

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

c. Non Liability of Town Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

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

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

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

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be

deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

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

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

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

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

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

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within ten (10) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the Town shall have the right, but not the obligation, at the sole discretion of the Town Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

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

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

- a. Notice. Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- c. Grounds for Denying Assignment. The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

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

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

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

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

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

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

TOWN:

TOWN OF APPLE VALLEY

ATTEST:

By: _____
Town Recorder

By: _____
Mayor _____

DEVELOPER:

TLW INVESTMENTS, LLC

By: _____
Travis Wells

By: _____
Libby Wells
Its: Managers

STATE OF UTAH)
 :ss
COUNTY OF _____)

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

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

Notary Public

1560616

Exhibit A

DESCRIPTION OF THE PROPERTY

Exhibit B
CONCEPT PLAN



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

Item 13.

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

Zone Change Application

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

Name: <i>Mason Kardos</i>	Phone: [REDACTED]
Address: [REDACTED]	E: [REDACTED]
City: <i>Apple Valley</i>	State: <i>Ut</i> Zip: <i>84737</i>
Agent: (If Applicable) <i>Daniel Musser</i>	Phone: <i>325-226-0777</i>
Address/Location of Property: <i>2005 1600 E</i>	Parcel ID: <i>AV-1365-H-4</i>
Existing Zone: <i>Open Space Transition</i>	Proposed Zone: <i>Residential Estates 245</i>
Reason for the request <i>To make the property usable</i>	

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

- A. The name and address of every person or company the applicant represents
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- 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: <i>1/25/2021</i>	By: <i>John R. Barlow</i>
Date Application Deemed Complete: <i>1/25/2021</i>	By: <i>John R. Barlow</i>

AFFIDAVIT
PROPERTY OWNER

Item 13.

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Mason Kapcos, 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 22nd day of January, 2021.

[Signature]
Notary Public



Residing in: Utah
My Commission Expires: 11/26/23

AGENT AUTHORIZATION

I (We), Mason Kapcos, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Daniel Mussa 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

[Signature]
Property Owner

Subscribed and sworn to me this 22nd day of January, 2021.

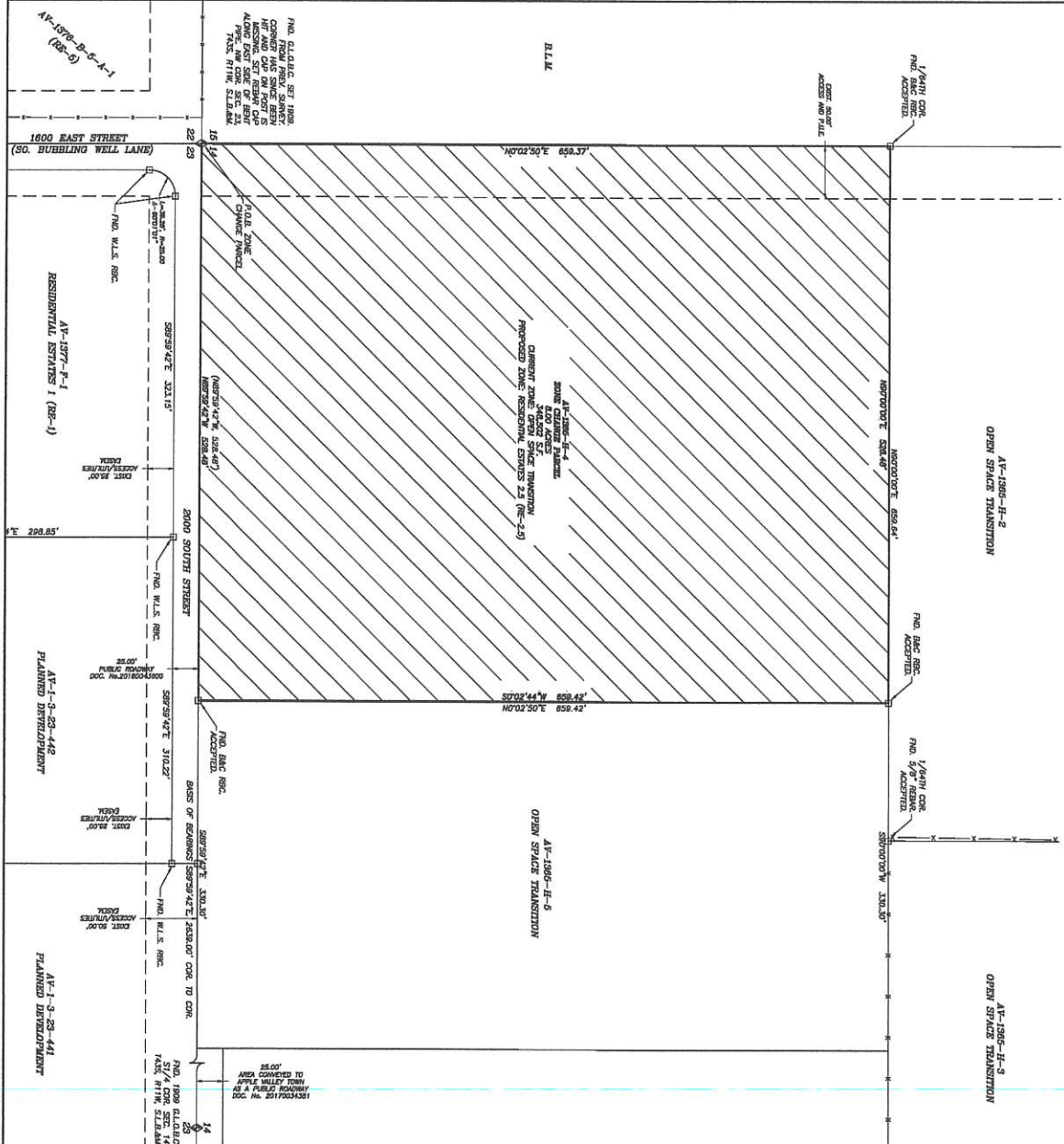
[Signature]
Notary Public



Residing in: Utah
My Commission Expires: 11/26/23

ZONE CHANGE OF: AV-1365-H-4

LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 14, T43S, R7W, BL46E
APPLE VALLEY TOWN, WASHINGTON COUNTY, UTAH



MARRATIVE

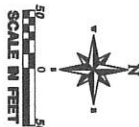
THIS ZONE CHANGE PLAT WAS CREATED AT THE REQUEST OF MASON WATSON, OWNER OF WASHINGTON COUNTY TAX PARCEL AV-1365-H-4. THE BASIS OF ISSUANCE IS 1875.00 FEET FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 17 WEST, OF THE S&W LANE B&E AND MEMORANDUM. THIS ZONE CHANGE PROPOSES TO CHANGE THE CURRENT ZONING OF WASHINGTON COUNTY TAX PARCEL AV-1365-H-4, WHICH IS CURRENTLY ZONED OPEN SPACE TRACTATION, TO RESIDENTIAL ESTATES 2.5 (RE-2.5).

ZONE CHANGE PARCEL DESCRIPTION AV-1365-H-4

BEING IN THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 17 WEST, OF THE S&W LANE B&E AND MEMORANDUM, WASHINGTON COUNTY, UTAH, BEING 1875.00 FEET BY 656.64 FEET, THENCE 1875.00 FEET TO THE POINT OF BEGINNING, CONTAINING 620 ACRES.

LEGEND

- ZONE CHANGE LINE
- ADJACENT PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- FOUND MONUMENT AS DESCRIBED
- ▨ HATCHED AREA DENOTES ZONE CHANGE PARCEL
- OPEN SPACE TRACTATION CURRENT ZONE
- RESIDENTIAL ESTATES 2.5 PROPOSED ZONE (RE-2.5)



ZONE CHANGE PLAT OF:
WASHINGTON COUNTY TAX PARCEL AV-1365-H-4
APPLE VALLEY TOWN
WASHINGTON COUNTY, UTAH
LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 14, T43S, R7W, BL46E.

WOOLSEY LARD SURVEYING, P.C.
Land Surveyors - Land Planners
400 WEST 4000 NORTH
SALT LAKE CITY, UTAH 84119
801-488-3333 CELL
sls@woolseylard.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

DATE: 11-14-2023
DRAWN: [Name]
CHECKED: [Name]
SCALE: 1"=40'
SHEET NO. 1 OF 1

ZONE CHANGE DESCRIPTION OF AV-1365-H-4:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°02'50"E, ALONG THE SECTION LINE, 659.37 FEET; THENCE N90°00'00"E, 528.48 FEET; THENCE S00°02'44"W, 659.42 FEET; THENCE N89°59'42"W, 528.48 FEET TO THE POINT OF BEGINNING. CONTAINING 8.00 ACRES.

Washington County Recorder

Item 13.

Copy Revenue	\$2.00
Description	
SUBTOTAL	\$2.00
Processing Fee	\$1.50
TOTAL	\$3.50

01/11/2021 08:01 am

V*2716
 AuthCode: 73551G-74330G
 Ref: 5ffc75b1-SIP-54130
 Transaction ID: Event-2809
 Parcel: MASON KAPCSOS-V*2716
 Name: MASON KAPCSOS

X _____
 MASON KAPCSOS

Merchant Copy

Washington County Recorder
 197 East Tabernacle St
 St. George, UT 84010
 435-634-5711

Your statement will describe your payment as 'CBT*WASHINGTON COUNTY' and the service fee transaction as 'CBT*SVC FEE WASHINGTO'.

AV-1365-H-4
Page 2

ATTACHMENT "A"

Beginning at the Southwest Corner of Section 14, Township 43 South, Range 11 West, Salt Lake Base & Meridian, and running thence N.0°02'50"E. along the Section Line, 659.37 feet; thence N.90°00'00"E. 528.48 feet; thence S.0°02'44"W. 659.42 feet to a point on the South Section Line of said Section 14 and running thence N.89°59'42"W., along the Section Line, 528.48 feet to the point of beginning.
Containing 8.00 acres.

JESSOP EDWARD L
AV-1-3-23-440
PO BOX 840424
HILDALE, UT 84784-0424

JESSOP MATT & PAM G
AV-1365-H-3
1854 S 1800 E
APPLE VALLEY, UT 84737-4862

BROADBENT THOMAS A
AV-1-3-23-442
PO BOX 554
COLORADO CITY, AZ 86021-0554

KAPXCELLANCE CONSULTING INC
AV-1365-H-2
782 S RIVER RD STE 172
SAINT GEORGE, UT 84790

BARLOW LEVI L TR, ET AL
AV-1-3-23-441
PO BOX 13
LA VERKIN, UT 84745-0013

JESSOP MATT & PAM
AV-1376-B-5-A-1
1854 S 1800 E
HURRICANE, UT 84737

GREEN KIM E, ET AL
AV-1365-H-1-1
PO BOX 870047
WOODS CROSS, UT 84087

JESSOP CALVIN M TR
AV-1365-H-5
1552 S WAGONMASTER RD
WASHINGTON, UT 84780

JESSOP GEORGE
AV-1376-B-2-A-1
1599 E STATE ST
HURRICANE, UT 84737-4804

MORRELL UTAH HOLDINGS LLC
AV-1377-F-1
2366 COTTONWOOD LN
SALT LAKE CITY, UT 84117

KAPCSOS MASON
AV-1365-H-4
782 S RIVER RD # 172
SAINT GEORGE, UT 84790

XBP Confirmation Number: 93283987

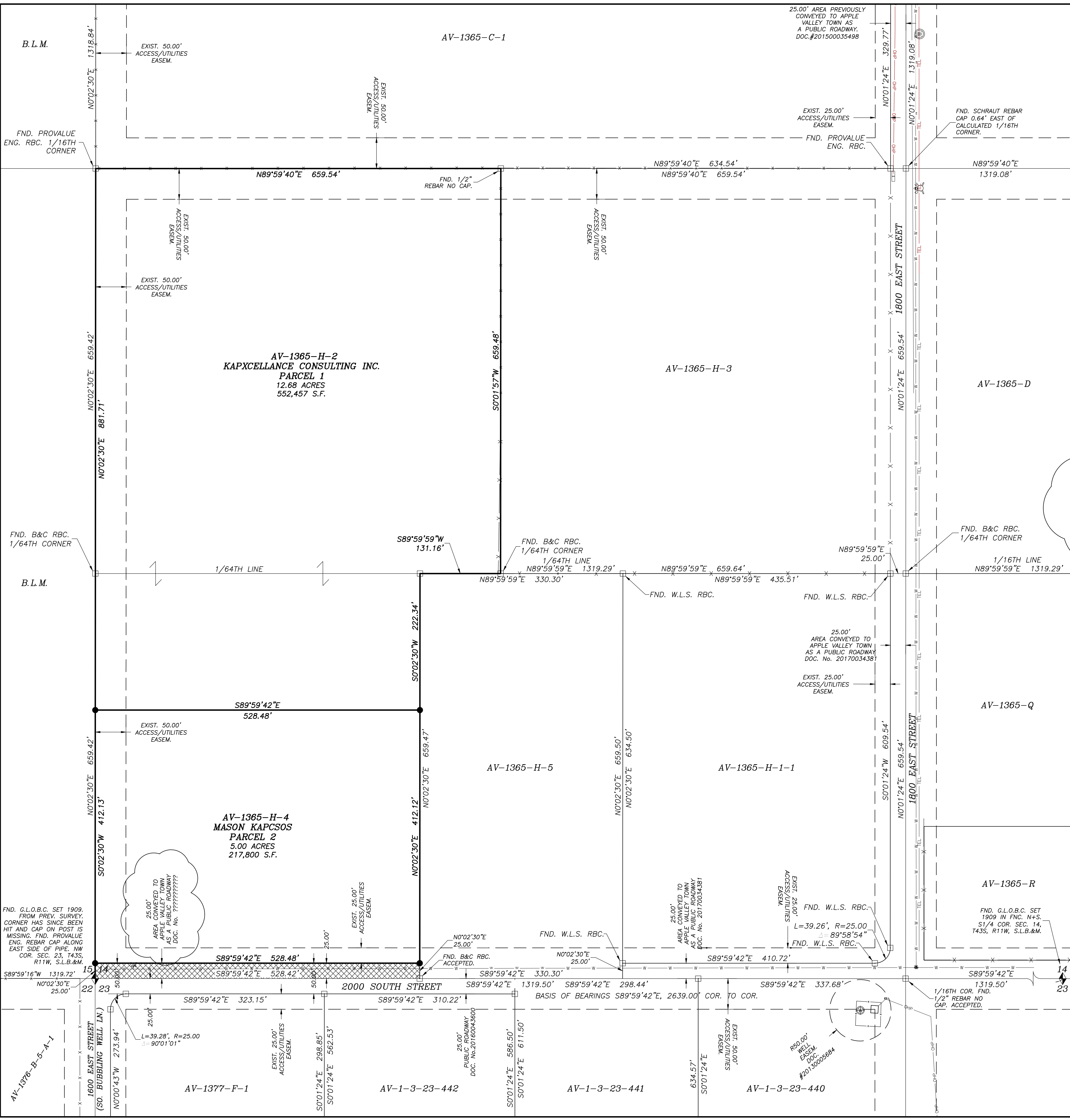
Receipt for Payment to:
Town of Apple Valley

Date/Time: 01/25/2021 3:38:31 PM
Transaction #: 141442094PT
Payment Method: Mastercard
Transaction Status: Successful

Items

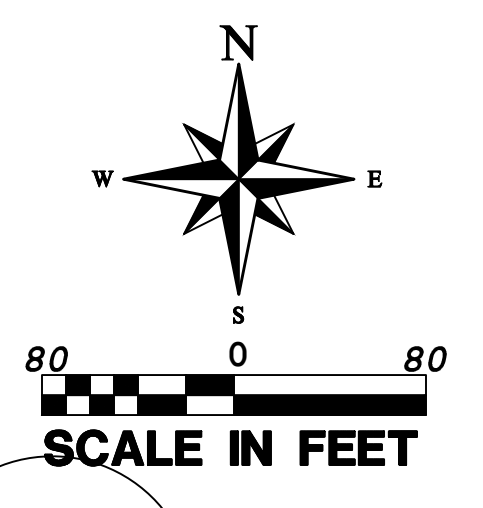
BUILDING PERMITS	730	550.00
<i>Zone Change</i>		
Total:		550.00
Mason Kapcsos 84790		

Payment Service Provided By
www.xpressbillpay.com



LEGEND

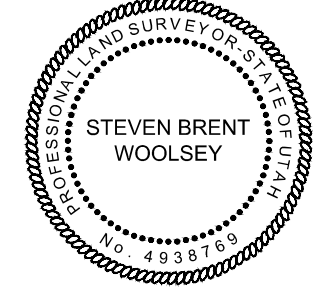
- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- x-x- EXISTING FENCE
- SECTION LINE
- ◆ SECTION CORNER AS DESCRIBED
- SET WOOLSEY LAND SURVEYING REBAR & CAP P.L.S. #4938769
- FND. REBAR CAP MONUMENT AS DESCRIBED
- ▨ HATCHED AREA DENOTES APPLE VALLEY TOWN PUBLIC ROADWAY BY DEED OF DEDICATION DOC. No. ??????????????????



SURVEYOR'S CERTIFICATE

I STEVEN BRENT WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 4938769, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF TWO (2) PARCELS OF LAND, LOCATED IN APPLE VALLEY TOWN, WASHINGTON COUNTY, UTAH, IN ACCORDANCE WITH SECTION 17-23-17. MONUMENTS HAVE BEEN PLACED AS REPRESENTED ON THIS PLAT. THE LEGAL DESCRIPTIONS AND PLAT ARE TRUE AND CORRECT.

STEVEN BRENT WOOLSEY, PLS #4938769



DATE

SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF MASON KAPCSOS & KAPXCELLANCE CONSULTING INC. TO PERFORM A PARCEL LINE ADJUSTMENT/RECORD OF SURVEY OF WASHINGTON COUNTY TAX PARCELS AV-1365-H-2 (PARCEL 1) AND AV-1365-H-4 (PARCEL 2).

THE BASIS OF BEARINGS IS N89°59'42"E, 2639.00 FEET FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

THOSE EXISTING 25.00 FOOT WIDE 50.00 FOOT WIDE ACCESS AND UTILITIES EASEMENT AS SHOWN ON THIS MAP WERE TAKEN FROM A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS DESCRIBED IN THAT CERTAIN DOCUMENT ON FILE AT THE WASHINGTON COUNTY RECORDERS OFFICE AS ENTRY #185195. THOSE EASEMENTS AS DESCRIBED IN SAID DOCUMENT ARE HEREBY RESERVED ON ALL SIDES OF EACH 40 ACRES PARCEL IN THE SUBDIVISION. PARCELS OF LESS THAN 40 ACRES ARE SUBJECT TO A 50X00 FOOT RIGHT-OF-WAY AND EASEMENT ON EACH SIDE THEREOF WHICH IS COMMON WITH AND ALSO A PART OF THE PERIMETERS OF THE FORTY ACRE PARCELS REFERRED TO HEREIN.

A PORTION OF THE SOUTH PROPERTY LINE OF PARCEL 2 (AV-1365-H-4), AND AS SHOWN IN THE HATCHED AREA HEREIN, WAS PREVIOUSLY CONVEYED TO APPLE VALLEY TOWN AS A PUBLIC ROADWAY BY A DEED OF DEDICATION, DOCUMENT No. ??????????????????

REFERENCES: SIMPLE SUBDIVISION/RECORD OF SURVEY BY PROVALUE ENG., FILE No. 6504-14, DATED 2-27-2014. SIMPLE SUBDIVISION/RECORD OF SURVEY BY PROVALUE ENG., FILE No. 6699-16, DATED 12-15-2017. SIMPLE SUBDIVISION/RECORD OF SURVEY BY PROVALUE ENG., FILE No. 7032-17, DATED 1-4-2017.

PARCEL 1 DESCRIPTION: AV-1365-H-2

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°02'30"E, ALONG THE SECTION LINE, 437.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°02'30"E, ALONG THE SECTION LINE, 881.71 FEET TO THE 1/16TH SECTION CORNER; THENCE N89°59'40"E, ALONG THE 1/16TH SECTION LINE, 659.54 FEET TO THE 1/64TH SECTION CORNER; THENCE S00°01'57"W, ALONG THE 1/64TH SECTION LINE, 659.48 FEET TO THE 1/64TH SECTION CORNER; THENCE S89°59'59"W, ALONG THE 1/64TH SECTION LINE, 131.16 FEET; THENCE DEPARTING SAID LINE AND RUNNING S00°02'30"W, 222.34 FEET; THENCE N89°59'42"E, 528.48 FEET TO THE POINT OF BEGINNING. CONTAINING 12.68 ACRES.

SUBJECT TO AND TOGETHER WITH AN EXISTING 50.00 FOOT WIDE UTILITY, ACCESS AND DRAINAGE EASEMENT ALONG THE WEST AND NORTH PROPERTY LINES, AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ON FILE IN THE WASHINGTON COUNTY, UTAH RECORDERS OFFICE, AS ENTRY NUMBER 185195 & 20130005682.

TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING, AND SUBJECT TO EASEMENTS, RIGHT OF WAY, RESTRICTIONS, AND RESERVATIONS OF RECORD AND THOSE ENFORCEABLE IN LAW AND EQUITY.

PARCEL 2 DESCRIPTION: AV-1365-H-4

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°02'30"E, ALONG THE SECTION LINE, 25.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF 2000 SOUTH STREET; THENCE DEPARTING SAID STREET AND CONTINUING N00°02'30"E, ALONG THE SECTION LINE, 412.13 FEET; THENCE DEPARTING SAID LINE AND RUNNING S89°59'42"E, 528.48 FEET; THENCE S00°02'30"W, 412.12 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF SAID 2000 SOUTH STREET; THENCE N89°59'42"W, ALONG SAID LINE, 528.48 FEET TO THE POINT OF BEGINNING. CONTAINING 5.00 ACRES.

SUBJECT TO AND TOGETHER WITH THAT REMAINING PORTION OF AN EXISTING 50.00 FOOT WIDE UTILITY, ACCESS AND DRAINAGE EASEMENT ALONG THE SOUTH PROPERTY LINE, ADJACENT TO 2000 SOUTH STREET. SAID EASEMENT WIDTH PORTION ALONG THE SOUTH PROPERTY LINE BEING 25.00 FEET WIDE DUE TO A PORTION OF LAND BEING CONVEYED TO APPLE VALLEY TOWN AS A PUBLIC ROADWAY.

SUBJECT TO AND TOGETHER WITH AN EXISTING 50.00 FOOT WIDE UTILITY, ACCESS AND DRAINAGE EASEMENT ALONG THE WEST PROPERTY LINE.

THE AFOREMENTIONED EXISTING 50.00 FOOT WIDE EASEMENTS BEING DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ON FILE IN THE WASHINGTON COUNTY, UTAH RECORDERS OFFICE AS ENTRY NUMBER 185195 & 20130005682.

TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING, AND SUBJECT TO EASEMENTS, RIGHT OF WAY, RESTRICTIONS, AND RESERVATIONS OF RECORD AND THOSE ENFORCEABLE IN LAW AND EQUITY.

NO.	REVISIONS	DATE	BY

WOOLSEY LAND SURVEYING, P.C.
 Land Surveyors - Land Planners
 50 WEST 3600 NORTH
 BOOTH CITY, UTAH 84171
 435-959-2318 CELL
 steve@wlsurvey.com

PARCEL BOUNDARY ADJUSTMENT/RECORD OF SURVEY FOR:
MASON KAPCSOS & KAPXCELLANCE CONSULTING INC.

APPLE VALLEY TOWN
 WASHINGTON COUNTY, UTAH
 LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 14, T43S, R11W, S.L.B.#1.

DATE: 3-26-2021
 SCALE: 1"=50'
 JOB NO.
 1814
 SHEET NO.
1 OF 1



February 18th, 2021

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1365-H-4
Address: 2000 South 1600 East

To Whom it May Concern:

You are invited to a public hearing to give any input you may have, as a neighboring property owner, regarding a request to re-zone the above-listed parcel(s) from Open Space/Open Space Transition Zone (OS/OST) to Rural Estate Two and One/Half Acre (RE-2.5) for the stated purpose of making the property usable. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder’s office or at the following link:

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

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

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

Kind Regards,

John Barlow,
Town Administrator
Phone: (435) 877-1190
Fax: (435) 877-1192



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

TAX ID	OWNER	ADDRESS	ADDRESS	CITY	STATE	ZIP	COUNTRY
AV-1365-H-5	JESSOP CALVIN M TR	1552 S WAGONMAST	WASHING	UT		84780	
AV-1-3-23-441	BARLOW LEVI L TR, BARLOW RACHEL TR, BARLOW MARION C TR	PO BOX 13	LA VERKIN	UT		84745-0013	
AV-1377-F-1	MORRELL UTAH HOLDINGS LLC	2366 COTTONWOOD	SALT LAKE	UT		84117	
AV-1-3-23-440	JESSOP EDWARD L	PO BOX 840424	HILDALE	UT		84784-0424	
AV-1-3-23-442	BROADBENT THOMAS A	PO BOX 554	COLORADAZ			86021-0554	
AV-1365-H-3	JESSOP MATT & PAM G	1854 S 1800 E	APPLE VA	UT		84737-4862	
AV-1376-B-2-A-1	JESSOP GEORGE	1599 E STATE ST	HURRICAI	UT		84737-4804	
AV-1376-B-5-A-1	JESSOP MATT & PAM	1854 S 1800 E	HURRICAI	UT		84737	
AV-1365-H-2	KAPXCELLANCE CONSULTING INC	782 S RIVER RD STE	SAINT GEI	UT		84790	
AV-1365-H-4	KAPCSOS MASON	782 S RIVER RD # 17	SAINT GEI	UT		84790	
AV-1365-H-1-1	GREEN KIM E, HOLM KENNETH B	PO BOX 870047	WOODS C	UT		84087	

**APPLE VALLEY TOWN
ORDINANCE O-2021-07**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR PARCEL AV-1365-H-4 FROM
OST TO RE-5**

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcel AV-1365-H-4 from OST (Open Space Transitional) to RE-5 (Rural Estate 5 Acre), and,

WHEREAS, the Planning Commission has reviewed the petition and has received and reviewed pertinent information in the public hearing held on the 3rd day of March, 2021 with recommendation that the property be so rezoned; and

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

WHEREAS, in making these reviews the Town Council finds that the Planning Commission’s recommendation on 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 19th day of May 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 a portion of Parcel AV-1365-H-4 is changed from OST to RE-5

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 upon passage, without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 19th day of April, 2021.

W. Dale Beddo, Mayor

ATTEST:

Taylor Pledger, Town Recorder

Mayor Dale Beddo	Aye ___ Nay ___
Kevin Sair	Aye ___ Nay ___
Michael McLaughlin	Aye ___ Nay ___
Paul Edwardsen	Aye ___ Nay ___
_____	Aye___ Nay__



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

Item 14.

Zone Change Application

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

Name: <i>Jordan Holm</i>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: <i>UT</i>	Zip: <i>84789</i>	
Agent: (If Applicable) <i>N/A</i>		Phone: [REDACTED]	
Address/Location of Property: <i>Unaddressed</i>		Parcel ID: <i>AV-1311-V</i>	
Existing Zone: <i>Single Family</i>		Proposed Zone: <i>RE-10</i>	
Reason for the request <i>Zone Change</i>			

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

- A. The name and address of every person or company the applicant represents
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- 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: <i>4/19/2021</i>	By: <i>Taylor Plebger</i>
Date Application Deemed Complete: <i>4/19/2021</i>	By: <i>Taylor Plebger</i>

PURPOSE

All lands within the Town are zoned for a specific type of land use (single family residential, multi-family, commercial, etc.). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the Town's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density to another. Or, it may be to an entirely different type of use, such as a change from residential to commercial. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change, the following factors should be considered by the Planning Commission and Town Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the Town's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property, and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Submit a complete application. After it is deemed complete, staff will review the request and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the pub may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the Town Council of approval, approval with modifications, or denial of the zone change application.

Upon receipt of the Planning Commission recommendation, typically one (1) week after the Planning Commission action, the Town Council will consider and act on the Commission's recommendation. The action of the Town Council is final. If denied, a similar application generally cannot be heard for a year.

April 27th, 2021

RE: NOTICE OF PUBLIC HEARING — RE-ZONE REQUEST
Parcel Numbers: AV-1311-V
Address: Unaddressed

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 Single Family Residential Zone (SF-10) to Rural Estate 10 Acre (RE-10) for the stated purpose of making the property usable for a residential estate. The regulations, prohibitions, and permitted uses that the property will be subject to, if the zoning map amendment is adopted, can be found in the Apple Valley Land Use Ordinance, available in the Town Recorder's office or at the following link:

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

The hearing will be held **May 12th, 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.

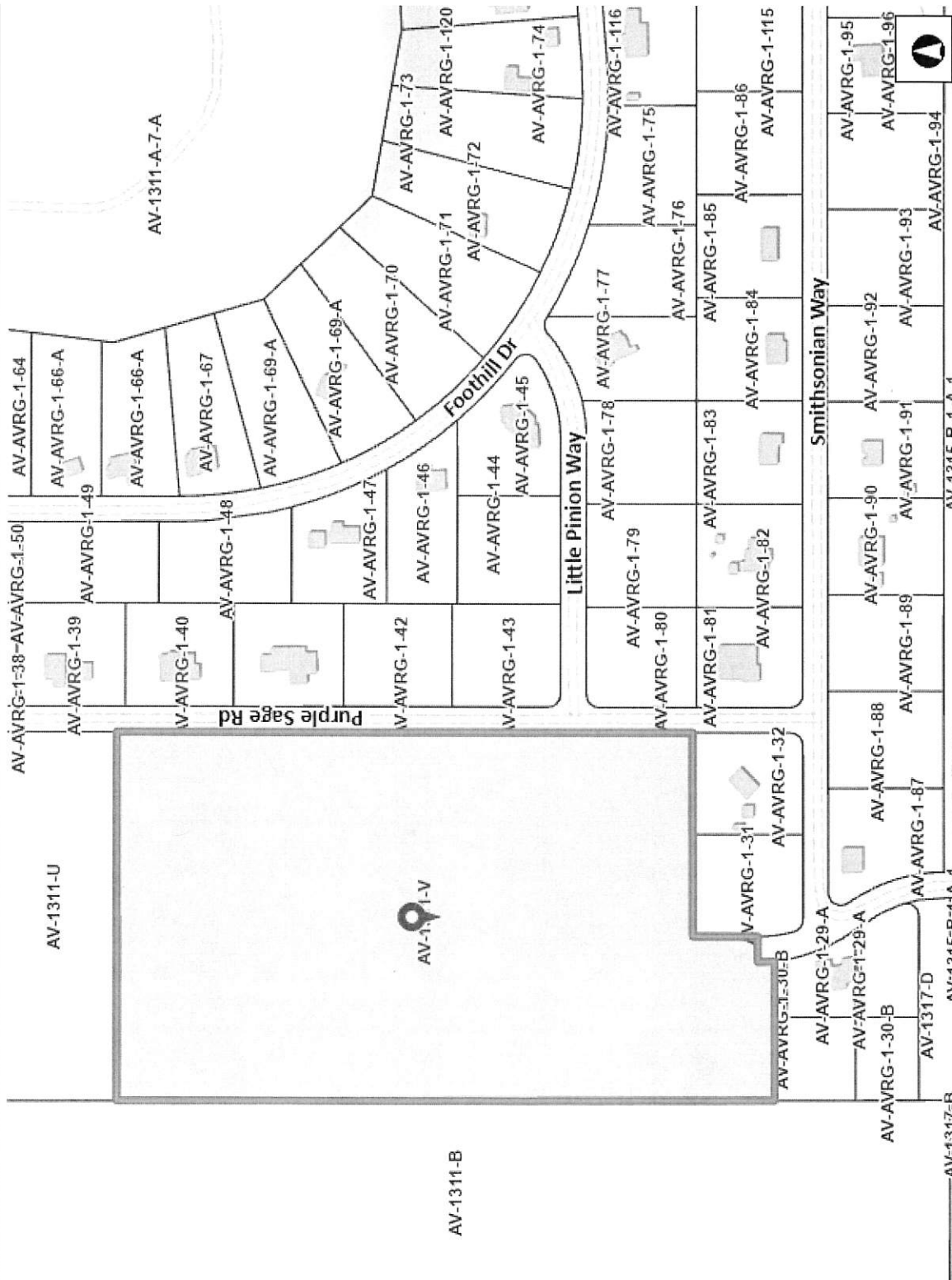
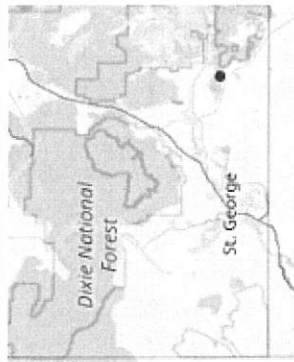
Kind Regards,



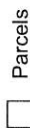
Taylor Pledger, Town Clerk



AV-1311-V Holm Zone Change



Legend



Ownership

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

Notes

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

Item 14.

Apple Valley Zoning Districts Viewer



Zoning Districts Information:

ZONE PURPOSES:

The following zones are created to be applied as necessary to regulate the development of the land in the county as set forth below:

A. Agricultural Zone:

The purpose of this zone is to preserve appropriate areas for permanent agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are not allowed.

B. Residential Zones:

A. Single Family Residential Zone:

Current

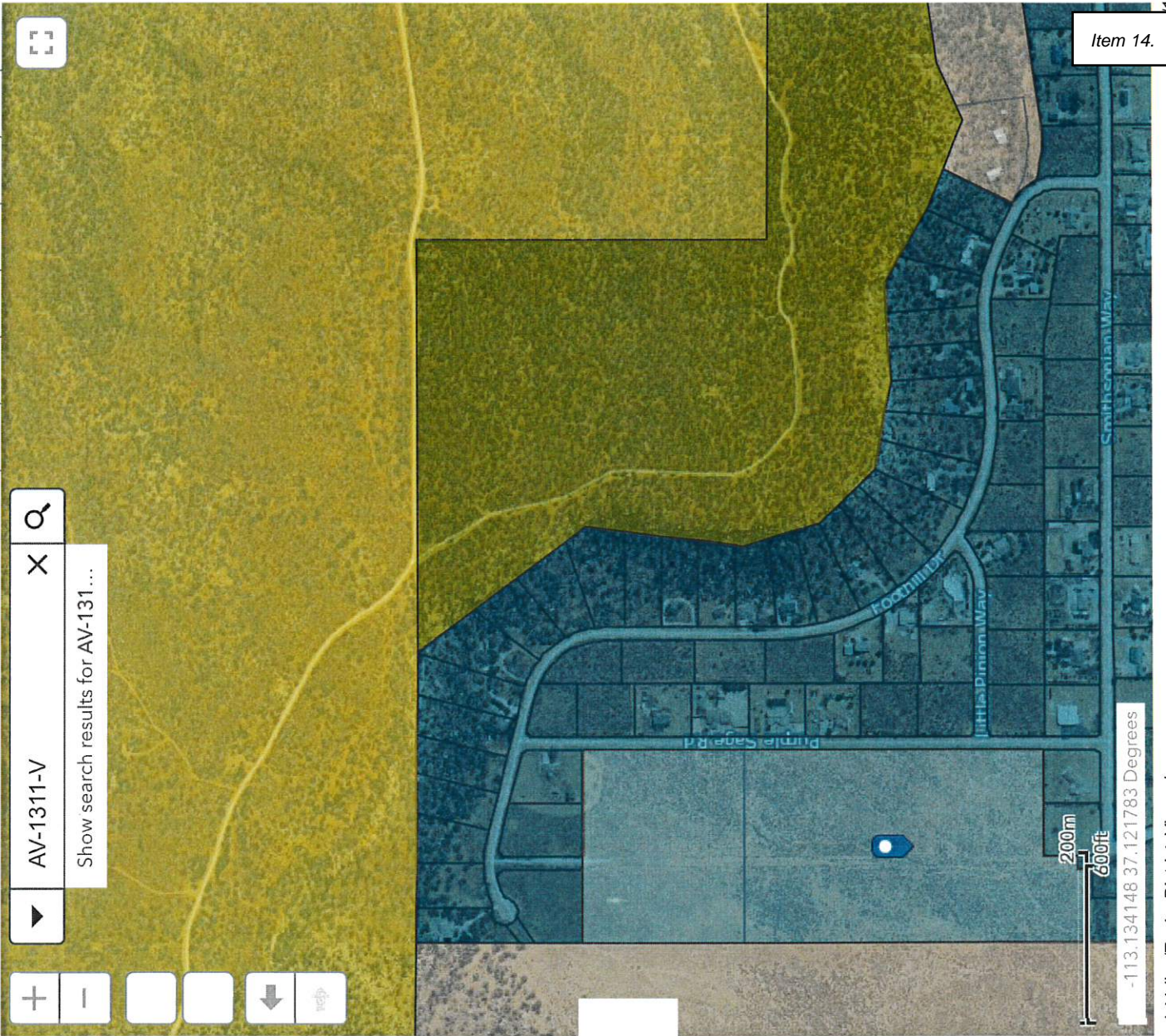
The purpose of this zone is to provide appropriate locations where low density residential neighborhoods may be established, maintained and protected. The regulations also permit the establishment, with proper controls, of public and semipublic uses such as churches, schools, libraries, parks and playgrounds which serve the requirements of families. The regulations are intended to prohibit uses that would be harmful to a single-family residential neighborhood.

Proposed

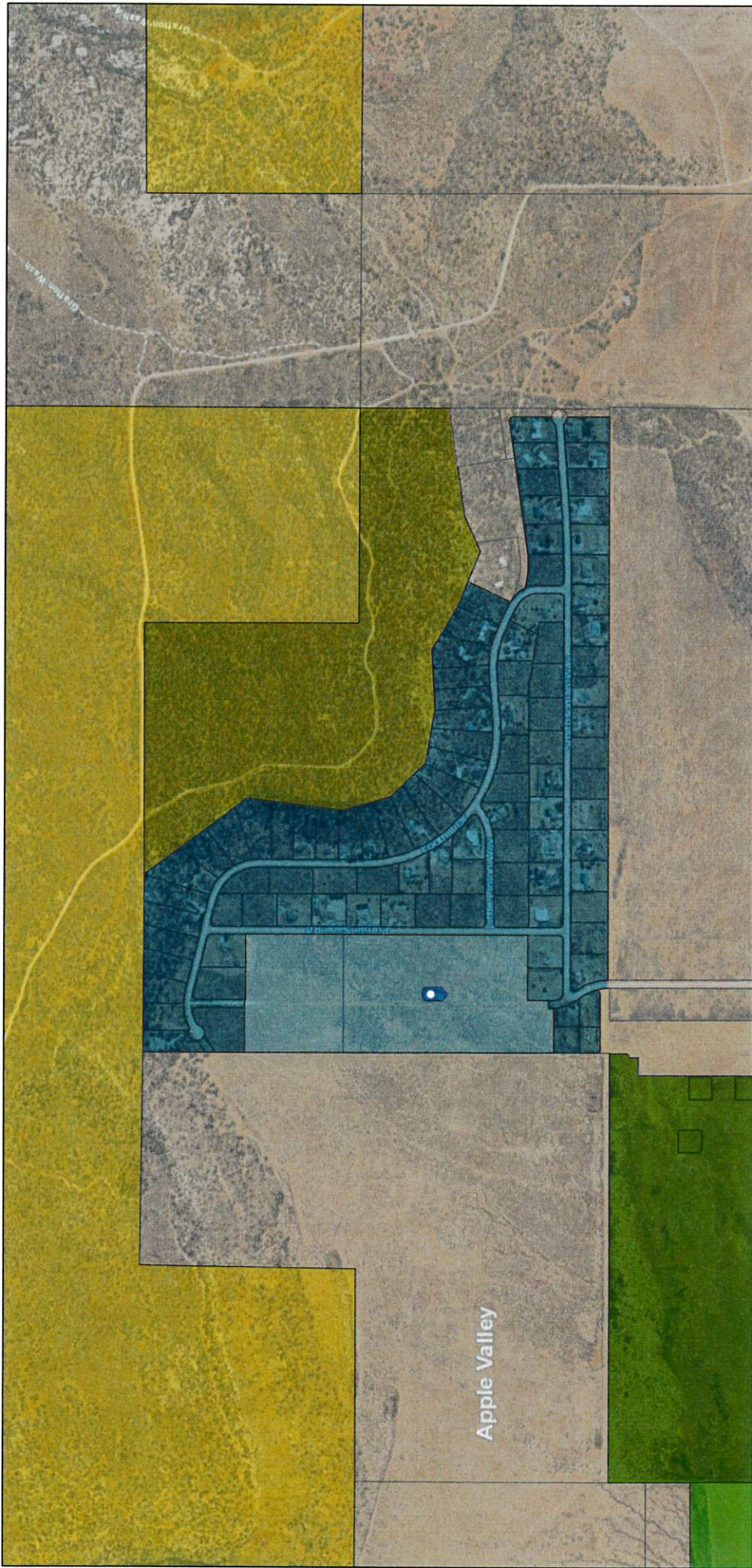
B. Residential Estate Zone:

The purpose of this zone is to provide permanent area for small farms, hobby farms and limited agricultural development for personal use.

C. Planned Development Zone:



Apple Valley Zoning Districts

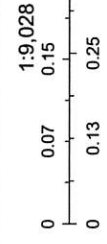


4/27/2021, 3:24:17 PM

Zoning Districts

- A – Agricultural
- OSC – Open Space Conservation
- OST – Open Space Transition
- PD – Planned Development
- RE-1 – Residential Estate 1
- SF-1-10 – Single-Family Residential 1-10
- SF-1/2 – Single-Family Residential 1/2

- Town Boundary
- Washington County Parcels



1:9,028

TAYLOR TARAN THOMAS & HALIE
AV-AVRG-1-89
622 SAGE HEN DR
WASHINGTON, UT 84780

CURTIS DALTON J & KELLIE R
AV-AVRG-1-78
132 S 2460 W
HURRICANE, UT 84737

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-29-A
28 S 2370 E CIR
SAINT GEORGE, UT 84790

MURPHY STEVEN ROY & LINDA URIE
AV-AVRG-1-49
2817 N FOOTHILL DR
APPLE VALLEY, UT 84737-4852

VALDEZ LACEY
AV-AVRG-1-44
7481 ADEMAR ST
LAS VEGAS, NV 89148

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-30-B
28 S 2370 E CIR
SAINT GEORGE, UT 84790

WILSON LILETTE
AV-1311-U
1812 W SUNSET BLVD # 110
SAINT GEORGE, UT 84770

RAWLINS DARWIN & SHERRI
AV-AVRG-1-80
2644 PURPLE SAGE RD
APPLE VALLEY, UT 84737

BOLOS ELIZABETH B
AV-AVRG-1-50
2656 E 8225 S #31
OGDEN, UT 84405

IDLE ROBERT J & SHERILYN
AV-AVRG-1-37
4111 214TH STREET CT E
SPANAWAY, WA 98387

WRATHALL DON & LOUISE
AV-AVRG-1-48
3505 N BRONCO ST
LAS VEGAS, NV 89108

COX REBECCA W
AV-AVRG-1-46
2737 N FOOTHILL DR
HURRICANE, UT 84737

BATEMAN MARV & SHARMAN
AV-AVRG-1-83
1022 W SMITHSONIAN WAY
APPLE VALLEY, UT 84737

RUSSON DAVID G & DELILA A
AV-AVRG-1-67
2788 N FOOTHILL DR
HURRICANE, UT 84737

DOELLE GARY W TR
AV-AVRG-1-90
1051 W SMITHSONIAN WAY
HURRICANE, UT 84737

PARKER MARK & PATRICIA
AV-AVRG-1-39
6816 WILLIAMS ISLAND CT
LAS VEGAS, NV 89131

QUARTER CIRCLE 2 RANCH L C
AV-1315-B-1-A-1
1359 S 920 W
HURRICANE, UT 84737

HOLM JORDAN
AV-1311-V
PO BOX 840519
HILDALE, UT 84784-0519

BAILEY JENNIFER & TIMOTHY GALE
AV-AVRG-1-64
2083 S WORCHESTER WAY
AURORA, CO 80014

CHAPMAN RONALD DUANE & KELLY JEAN
AV-AVRG-1-43
31 BLOSSOM WOOD CT
STAFFORD, VA 22554

RANDALL ROY P
AV-AVRG-1-32
1082 W SMITHSONIAN WAY
HURRICANE, UT 84737

DARGER MERRIL P, ET AL
AV-AVRG-1-79
PO BOX 2444
COLORADO CITY, AZ 86021-2444

ONSTEIN DEREK J & CYNTHIA K TRS
AV-AVRG-1-69-A
PO BOX 2349
PARADISE, CA 95967

PROGRESSIVE CONTRACTING INC, ET AL
AV-1317-B
PO BOX 1930
ST GEORGE, UT 84771-1930

BURNER KERRY & CHELSEY
AV-AVRG-1-81
1062 W SMITHSONIAN WAY
APPLE VALLEY, UT 84737-4830

WEBER JACOB M & MEGAN A
AV-AVRG-1-40
2786 N PURPLE SAGE RD
HURRICANE, UT 84737

KAPKE LEE D & ALYSON E
AV-AVRG-1-66-A
2808 N FOOTHILL DR
HURRICANE, UT 84737

MILLETICH MATTENA V, ET AL
AV-AVRG-1-41
2766 N APPLE SAGE RD
APPLE VALLEY, UT 84737

HUDON EMMANUEL
AV-AVRG-1-31
PO BOX 692
GRANTHAM, NH 37530-692

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-30-B
28 S 2370 E CIR
SAINT GEORGE, UT 84790

MAYASANDRA RAGHAVENDRA & ROBIN
AV-AVRG-1-42
5480 DANUBE ST
DENVER, CO 80249

NILES GREGORY
AV-AVRG-1-82
1052 W SMITHSONIAN WAY
APPLE VALLEY, UT 84737

PROGRESSIVE CONTRACTING INC, ET AL
AV-1317-D
PO BOX 1930
ST GEORGE, UT 84771-1930

KAPKE LEE D & ALYSON E
AV-AVRG-1-66-A
2808 N FOOTHILL DR
HURRICANE, UT 84737

OLSEN LAURA
AV-AVRG-1-88
2542 S HONEYSUCKLE DR
SARATOGA SPRINGS, UT 84045

MCCOMBS NICHOLAS & ELIANE
AV-AVRG-1-87
1091 W SMITHSONIAN WAY
HURRICANE, UT 84737

B & K SCENIC PROPERTY L C, ET AL
AV-1311-B
43 S 100 E STE 300
SAINT GEORGE, UT 84770

OSOSKI RICHARD E & MARGARET E TRS
AV-AVRG-1-45
1024 W LITTLE PINION WAY
HURRICANE, UT 84737

HIMES JOHN W & SILVIA
AV-AVRG-1-47
2757 N FOOTHILL DR
APPLE VALLEY, UT 84737

NOYES LINDA
AV-AVRG-1-38
2846 N PURPLE SAGE RD
APPLE VALLEY, UT 84737

GUBLER CLARENCE L & ALICIA A
AV-AVRG-1-29-A
28 S 2370 E CIR
SAINT GEORGE, UT 84790



Thank you for the opportunity to be of service! Your commitment for title insurance is attached. Please contact your real estate agent or our office if you have any questions.

File # 37585

Property (Not Yet Addressed / Unimproved Land), Apple Valley , Utah 84737

Buyer(s) Open Country Construction

Escrow Team Steve Shrope - Loan Escrow Agent (435) 644-4205 | steve@sutc.com
Office Address: 44 N. Main Street, Kanab, UT 84741

Lender State Bank of Southern Utah



WARNING! DON'T BECOME A VICTIM OF FRAUD.

Due to the recent rise in cybercrime sweeping the real estate industry, we want you to be aware of the following important information: There have been many instances of real estate agents', brokers', attorneys' and/or consumers' email addresses being hacked/phished. The cyber-criminals forward bogus wire instructions, redirecting deposits and/or cash to close to a fraudulent bank account. Once received, the money is quickly sent offshore, where it is difficult if not impossible to retrieve.

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
SOUTHERN UTAH TITLE (KANAB OFFICE)
AUTHORIZED AGENT FOR OLD REPUBLIC TITLE INSURANCE COMPANY, INSURER**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Southern Utah Title (Kanab Office)* (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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For reference only:

Page 1 | Commitment Number: 37585-K



1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) Schedule A;
 - (d) Schedule B, Part I—Requirements;
 - (e) Schedule B, Part II—Exceptions; and
 - (f) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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For reference only:

Page 2 | Commitment Number: 37585-K



5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II— Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

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Transaction Identification Data for reference only:

Commitment Number: 37585-K
Loan Escrow Agent: Steve Shrope
Loan Escrow Agent Utah License Number: 207340
Loan Escrow Agent Contact: (435) 644-4205 | steve@sutc.com
Searcher: Jarom Taylor
Searcher Utah License Number: 691339
Property Land Type: Vacant Land
Property Address: (Not Yet Addressed / Unimproved Land), Apple Valley , Utah 84737
Extended Loan Policy



SCHEDULE A

1. Commitment Date: January 19, 2021 at 7:00AM
2. Policy to be issued:
 - (a) Proposed Insured: **(Open Country Construction)**
Proposed Policy Amount: _____ Premium: _____
 - (b) ALTA Loan Policy
Proposed Insured: **State Bank of Southern Utah**
Proposed Policy Amount: **\$165,000.00** Premium: **\$620.00**
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**.
4. The Title is, at the Commitment Date, vested in:
Jordan Holm
5. The Land, situated in Washington County, Utah, is described as follows:

See attached Exhibit A-Legal Description

Southern Utah Title (Kanab Office)

Authorized Agent for Insurer

By: 

Authorized Signatory



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EXHIBIT A
Legal Description

Beginning at the Quarter Section Corner common to Section 18 and Section 19, of Township 42 South, Range 11 West, Salt Lake Base and Meridian, and running thence North 00°05'23" West along the quarter Section line 80.03 feet; thence East 724.06 feet to the West line of Apple Valley Ranch Subdivision Gooseberry Unit #1, recorded in the Office of the Washington County Recorder as Document No. 485280, said point also being the West line of Purple Sage Road, and running along said line South 1134.53 feet to the Northeast corner of Lot 32 of said subdivision, thence West 400.00 feet to the Northwest corner of Lot 31 of said subdivision, thence South 129.89 feet; thence West 50.00 feet; thence southerly along a 325.00 foot radius non-tangent curve to the left, (long chord bears South 02°55'25" East a distance of 33.12 feet), center point lies North 89°59'50" East through a central angle of 05°50'29" a distance of 33.13 feet; to the Northeast corner of Lot 30 of said subdivision, thence west along the North line said Lot 30, 273.51 feet to the Northwest corner said Lot 30, said point also being on the center section line of Section 19, Township 42 South, Range 11 West, Salt Lake Base and Meridian, thence North 00°05'58" West along said section line 1217.47 feet to the point of beginning.

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B - Section 2 that are objectionable to the proposed insured.
4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. Upon receipt and review of the necessary information listed in these requirements and related to this transaction, we reserve the right to add requirements to this Schedule or add special exceptions in Schedule B - Section 2.
8. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
9. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity named herein: A. A copy of the Partnership Agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. B. Evidence that the entity is in good standing in the State where it was formed. C. A copy of the Trust Agreement and any amendments thereto.
10. Require assessment check with the existing Municipality and proof of full satisfaction that all Special Improvement Districts and/or Special Service Districts affecting said property be paid in full or paid current.
11. Require satisfactory evidence that the Special Service District (SSD) and/or Special Improvement District (SID) shown on Schedule B - Section 2, be paid current and/or paid in full.
12. Release, Reconveyance, Satisfaction or Subordination of the Deed of Trust, and Signed Authorization to Close Account (where applicable) signed by the Trustor(s), recorded as Doc. No. 20200020028, as shown on Schedule B - Section 2.
13. Requirement to issue an ALTA Extended Coverage Policy of Title Insurance, a check of the State Construction Registry for filings of any notices must be completed prior to recording of the Deed of Trust and is subject to the findings thereof, additional exceptions and requirements may be added, require the following: 1) All SCR Preliminary Notice Lien Claimants be paid or provide satisfactory evidence of payment for work performed or material delivered. 2) All SCR Preliminary Notice Lien Claimants sign an Acceptance of Payment in Full/Lien Waiver. 3) Require Indemnity Agreements from the Seller and General Contractor 4) All SCR Preliminary Notice Lien Claimants file a withdrawal of Preliminary Notice.
14. Provide Insurer with a copy of the Certificate of Organization or Articles of Incorporation for Open Country Construction, together with the management/operating agreement and all amendments thereto, along with verification of good standing, prior to the close of escrow.

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15. Requirement that the proposed insured be an entity capable of acquiring title.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.
11. Taxes for the current year 2021 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2020, at \$1,486.58, under Tax Serial No. AV-1311-U, Account No. 0631070, are PAID.)(Affects this and other property)

[Note: The new 2021 Tax Serial No. for said property is AV-1311-V]
12. Less and Excepting therefrom all oil, gas and other mineral rights and rights thereto.
13. Liability to Assessments levied by Washington County for the Southeastern Special Service District for fire protection facilities and services, as disclosed by Resolution No. 668, dated November 10, 1997, recorded November 12, 1997, as Entry No. 582401, in Book 1149, at Page(s) 208-212, Official Washington County Records. (Affects this and other property)

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- 14. Liability to Assessments levied by the Town of Apple Valley for the "Apple Valley Special Assessment Area", as disclosed by Resolution No. R-2008-08 recorded September 2, 2008, as Doc. No. 20080034642, Official Washington County Records. (Affects this and other property)
- 15. Resolution No. 2011-25, dated September 1, 2011, creating the Big Plains Water and Sewer Special Service District, to provide water and sewerage services within said boundaries of the municipality of Apple Valley Town, as recorded October 18, 2011, as Doc. No. 20110031703, Official Washington County Records. (Affects this and other property)

Town of Apple Valley, Utah Resolution No. 2019-01, A Resolution Modifying, Limiting, and Revoking the Delegation of Authority to The Big Plains Water and Sewer Special Services District, recorded January 9, 2019, as Doc. No. 20190000956, Official Washington County Records.

- 16. Deed of Trust, dated April 22, 2020, executed by Jordan Holm, as TRUSTOR, to Southern Utah Title Company, as TRUSTEE, in favor of Melroy Robert Vigoren, as BENEFICIARY, to secure the payment of \$172,000.00 and interest, recorded April 23, 2020, as Doc No. 20200020028, Official Washington County Records.
- 17. The only Conveying Deeds affecting said Land, which recorded within 24 months of the date of this report, are as follows:

WARRANTY DEED
 Grantor: Melroy Robert Vigoren
 Grantee: Jordan Holm
 Recorded April 23, 2020, as Doc No. 20200020027, Official Washington County Records.

Exceptions 1-8 will not appear in any Extended Policy and Exceptions 1-10 will not appear in any Extended Loan Policy to be issued hereunder.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Commitment .

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FACTS**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

QuestionsGo to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

SOUTHERN UTAH TITLE COMPANY

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, title companies, exchange companies, appraisers, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Southern Utah Title Company (Kanab)
20 North Main #403, St. George, UT 84770

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

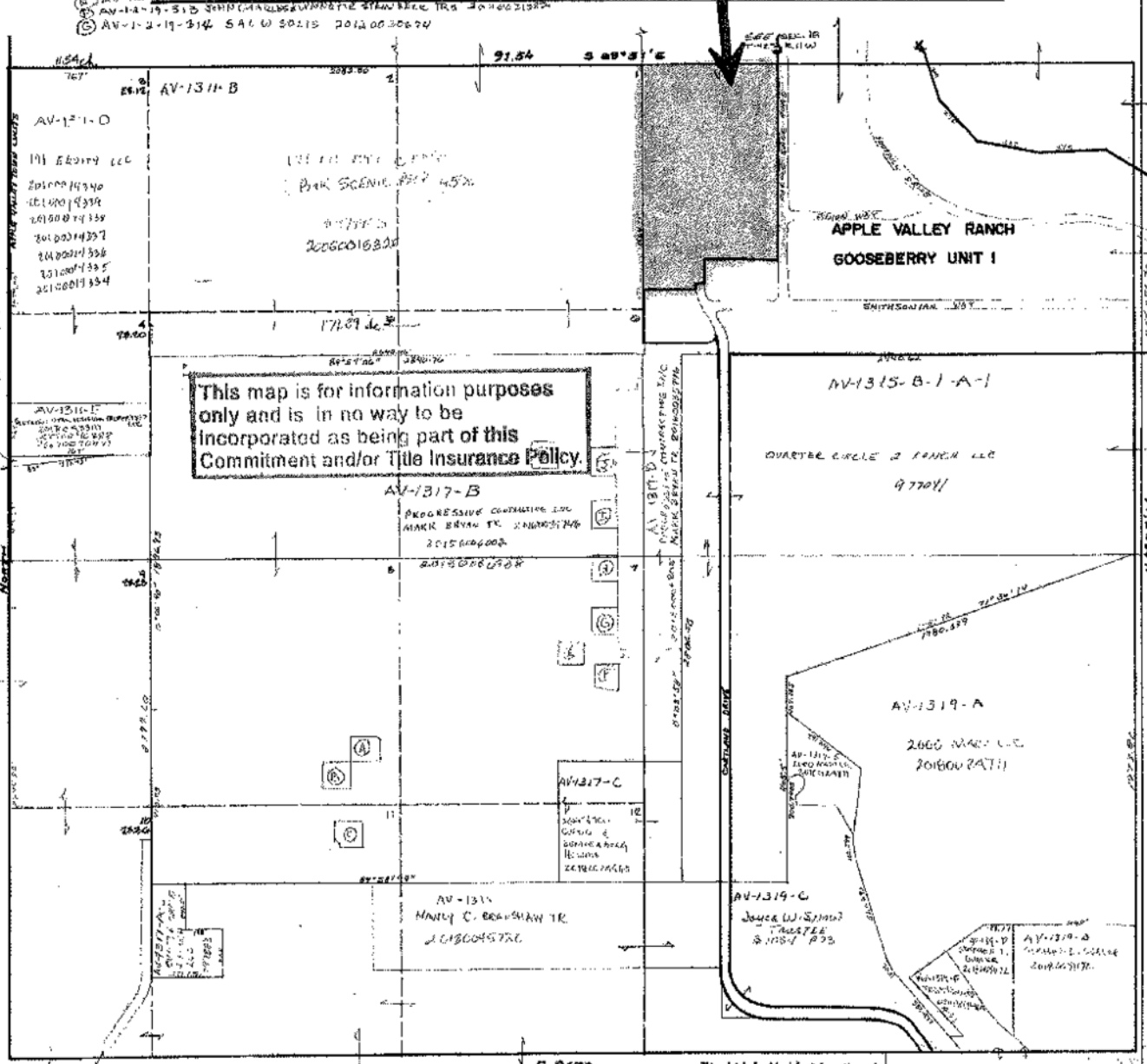
SECTION 19
T42S--R11W

SALT LAKE BASE & MERIDIAN
SCALE: ONE INCH=400 FEET

WASHINGTON COUNTY, UTAH

- (A) AV-1323-A FRED & JACQUE KRAVETZ 2010070581
- (B) AV-1322-A FRED & JACQUE KRAVETZ 2010070581
- (C) AV-1324-A FRED & JACQUE KRAVETZ 2010070581
- (D) AV-1-2-19-420 JOHN STEINBECK 2010070581
- (E) AV-1-2-19-420 JOHN STEINBECK & WANDA STEINBECK 2010070581
- (F) AV-1-2-19-316 SALT W SOLIS 20120030294

- (H) AV-1-2-19-316 SALT W SOLIS 20120030294
- (I) AV-1-2-19-316 SALT W SOLIS 20120030294
- (J) AV-1-2-19-317 SALT W SOLIS 20120030294



This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy.

This plat is furnished for information only. No liability is assumed by Assessor's or Recorder's Office as to correctness of plat data.

Washington County Recorder

**APPLE VALLEY TOWN
ORDINANCE O-2021-06**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR PARCEL AV-1311-V FROM SF
TO RE-10**

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcel AV-1311-V from SF (Single Family) to RE-10 (Rural Estate 10 Acre), and,

WHEREAS, the Planning Commission has reviewed the petition and has received and reviewed pertinent information in the public hearing held on the 12th day of May, 2021 with recommendation that the property be so rezoned; and

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

WHEREAS, in making these reviews the Town Council finds that the Planning Commission’s recommendation on 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 19th day of May 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 a portion of Parcel AV-1311-V is changed from SF to RE-10

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

Effective Date: This amendment shall be effective upon passage, without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 19th day of April, 2021.

W. Dale Beddo, Mayor

ATTEST:

Taylor Pledger, Town Recorder

Mayor Dale Beddo	Aye ___ Nay ___
Kevin Sair	Aye ___ Nay ___
Michael McLaughlin	Aye ___ Nay ___
Paul Edwardsen	Aye ___ Nay ___
_____	Aye___ Nay__



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
 Item 15.
Filing \$250.00

General Plan Amendment Application

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

Name: <i>Marquerite Dianne Ashmore</i>		PI: [REDACTED]	
Addr: [REDACTED]		[REDACTED]	
City: <i>Apple Valley</i>	State: <i>Utah</i>	Zip: <i>84737</i>	
Agent: (If Applicable) <i>Roger Michael Ashmore</i>		Pho: [REDACTED]	
Address/Location of Property: <i>2125 South State Street, AV</i>		Parcel ID: <i>AV-1377-B-1</i>	
Existing General Map Designation:		Proposed General Map Designation:	
Reason for the change request: <i>Property use is primarily agriculturally based.</i>			

Submittal Requirements: The General Map Amendment application shall provide the following:

- 1. An 8 1/2" X 11" map showing the area of the proposed amendment;
- 2. A current copy of the County Assessor's parcel map showing the area of the proposed amendment;
- 3. Mapped inventory of existing land use within the area of the proposed amendment and extending 1/2 mile beyond such area;
- 4. Written statement specifying the potential use of the property within the area of the proposed amendment;
- 5. Written statement explaining why the existing General Plan designation for the area is no longer appropriate or feasible;
- 6. Analysis of potential impacts of the proposed amendment on existing infrastructure and public services such as traffic, streets, intersections, water and sewer, storm drains, existing storm water washes, electric power, fire protection, garbage collection, etc. and
- 7. Stamped envelopes with names and address' of all property owners within 2500 feet if the boundaries of the property proposed for rezoning.
- 8. Warranty Deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.

Note: To avoid delays in processing your General Plan Amendment change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm.

Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

Official Use Only	
Date Received: <i>4/22/2021</i>	By: <i>Taylor Pledger</i>
Date Application Deemed Complete:	By:



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

Filing \$2,500.00

Item 15.	
Fee: \$500.00 + Acreage Fee	
1 – 100 Acres: \$50.00/Acre	
101 – 500 Acres: \$25.00/Acre	
501 + Acres: \$10/Acre	

Zone Change Application

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

Name: <i>Marquerite Dianne Ashmore</i>		Ph: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: <i>Apple Valley</i>	State: <i>Utah</i>	Zip: <i>84737</i>	
Agent: (If Applicable) <i>Roger Michael Ashmore</i>		Ph: [REDACTED]	
Address/Location of Property: <i>2125 South State Street, AV</i>		Parcel ID: <i>AV-1377-B-1</i>	
Existing Zone: <i>R-5</i>		Proposed Zone: <i>AG</i>	
Reason for the request <i>Property is primarily an agriculture based classification</i>			

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

- A. The name and address of every person or company the applicant represents
- B. An accurate property map showing the existing and proposed zoning classifications
- C. All abutting properties showing present zoning classifications
- D. An accurate legal description of the property to be rezoned
- 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: <i>4/24/2021</i>	By: <i>Taylor Pledge</i>
Date Application Deemed Complete:	By:

Quit Claim Deed Page 1 of 3
Russell Shirts Washington County Recorder
02/24/2020 01:18:55 PM Fee \$40.00 By
ELEVATED TITLE, LLC

Mail Stop Starts:
When Recorded Mail To:
ECKO ASHMORE



Order No. LUT1981694

Tax ID No. AV-1377-B-1

Quit-Claim Deed

After Recording Please Return To:
Elevated Title, LLC
1701 Barrett Lakes Blvd., Suite 260
Kennesaw, GA 30144

ECKO ASHMORE and Marguerite Dianne Ashmore, GRANTOR(S)

hereby QUIT-CLAIMS to

DIANNE ASHMORE AND DJUANA L. SUMSION, TRUSTEES OF THE DIANNE ASHMORE
LIVING TRUST DATED OCTOBER 16, 2018, AND ANY AMENDMENTS THERETO , GRANTEE(S)

For the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described
tract of land in Washington County, State of UTAH, to-wit:

SEE EXHIBIT A

SUBJECT TO taxes and assessments not delinquent, reservations, restrictions, easements and right of
way of record.

WITNESS the hand of said Grantor(s) this 17th day of December 2019.

ECKO ASHMORE

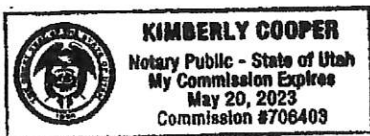
Marguerite Dianne Ashmore

State of Utah)
) SS
County of Washington)

On the 17th day of December 2019, personally appeared before me, ECKO
ASHMORE and Marguerite Dianne Ashmore, the signer(s) of the above instrument, who duly
acknowledged to me that such person(s), executed the same.

Witness my hand and official seal

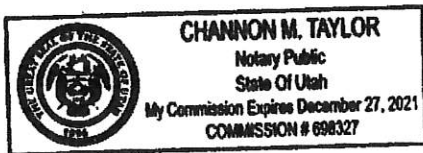
Notary Public (Affix seal)



State of Utah)
) SS
County of Utah)

On the 19th day of December 2019, personally appeared before me,
Marguerite Dianne Ashmore, the signer(s) of the above instrument, who duly acknowledged to me that
such person(s), executed the same.

Witness my hand and official seal



Channon M. Taylor

Notary Public (Affix seal)

EXHIBIT "A"

The land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

BEGINNING AT THE NORTHWEST CORNER SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT LOCATED NORTH 00°01'31" WEST ALONG THE SECTION LINE 1321.23 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°01'31" WEST, ALONG THE SECTION LINE, A DISTANCE OF 406.04 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 59; THENCE SOUTH 58°32'58" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 778.42 FEET, TO A POINT ON THE EAST-WEST 1-16TH SECTION LINE; THENCE CONTINUING SOUTH 58°32'58" EAST ALONG SAID LINE, A DISTANCE OF 160.80 FEET; THENCE SOUTH 36°17'48" WEST, A DISTANCE OF 430.26 FEET; THENCE NORTH 58°32'53" WEST, A DISTANCE OF 640.40 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 23; THENCE NORTH 00°01'31" WEST, ALONG SAID LINE, A DISTANCE OF 96.63 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

Parcel/Tax ID: AV-1377-B-1

April 21, 2021

Apple Valley Town Council
1777 North Meadowlark Drive
Apple Valley, Utah
84737 United States

RE: Rezoning of 2125 South State Street

The applicants, Marguerite Dianne and Roger Ashmore, do hereby respectfully make application and petition to the Apple Valley Zoning Commission to amend the current zoning of the parcel of land, AV-1377-B-1, { 2125 South State Street} from an R-5 zone to an agricultural zone. R-5 zoning limits the number of animals that can be raised, limits the number and size of barns, and limits the activities pertaining to the animals that can occur. An agricultural zone better meets the current and future plans we as a family have for the property.

There will be no impacts on local services such as traffic, streets, and intersections because products grown and raised on the farm will be outsourced to local stores and farmers markets in Hurricane and Cedar City. There are no impacts on city water supplies because we have our own well or city sewers as we have our own septic system. There is no impact on garbage collection because what is not consumed by humans is consumed by animals.

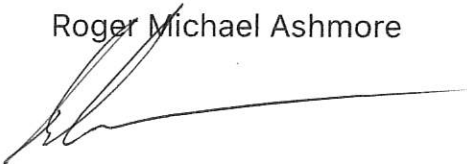
Roger has lived at this address for twelve years and served the community for eight of those years in several different capacities. He plans to continue residing in Apple Valley for many years to come, raising his family and building his farm.

Respectfully,

Marguerite Dianne Ashmore



Roger Michael Ashmore



Account 0345291

Location

Account Number 0345291

Parcel Number AV-1377-B-1

Tax District 45 - Apple Valley Town

Acres 7.78

Situs 2125 S STATE ST, APPLE VALLEY

Legal S: 23 T: 43S R: 11W BEG NW COR SW1/4 NW1/4 OF SEC 23 T43S R11W; SD PT LOC N00*01'31" W ALG SEC/L 1321.23 FT FM W1/4 COR SD SEC 23; TH N00*01'31" W, ALG SEC/L 406.04 FT M/L TO PT ON SLY R/W/L HWY 59; TH S58*32'58" E, ALG SD R/W/L 778.42 FT, TO PT ON E-W 1/16TH SEC/L; TH CONT S58*32'58" E ALG SD LN 160.80 FT; TH S36*17'48" W 430.26 FT; TH N58*32'53" W 640.40 FT, TO PT ON W LN OF SD SEC 23; TH N00*01'31" W, ALG SD LN 96.63 FT TO POB.

Parent Accounts 0155617

0468606

Parent Parcels 1377-A

1378-C

Child Accounts 0381700

0643125

Child Parcels 1377-F

1377-L-SE

Sibling Accounts

Sibling Parcels

Transfers

Entry Number

00281738

00299733

00312044

00352137

00370449

00524282

00528033

00571532

00768844

00869254

20060030648

20070041594

Recording Date

09/17/1985 03:54:00 AM

08/20/1986 01:40:00 AM

03/24/1987 02:32:00 AM

08/02/1989 08:24:00 AM

08/29/1990 02:30:00 PM

02/23/1996 10:56:00 AM

03/29/1996 10:40:00 AM

07/16/1997 03:40:00 PM

06/12/2002 02:43:00 PM

03/12/2004 02:23:00 PM

07/12/2006 01:25:47 PM

08/17/2007 01:15:14 PM

Value

Market (2020) \$185,100

Taxable \$185,100

Tax Area: 45 Tax Rate: 0.009505

Type Actual Assessed Acres

Non

Primary \$137,600 \$137,600 1.000

Improved

Non

Primary \$30,500 \$30,500 6.780

Land

Ag Land \$17,000 \$17,000 0.000

Improved

- [20070047059](#)
- [20080047477](#)
- [20090047721](#)
- [20110031703](#)
- [20110031704](#)
- [20120038683](#)
- [20120039978](#)
- [20180043402](#)
- [20180043403](#)
- [20190000956](#)
- [20190054193](#)
- [20200009154](#)

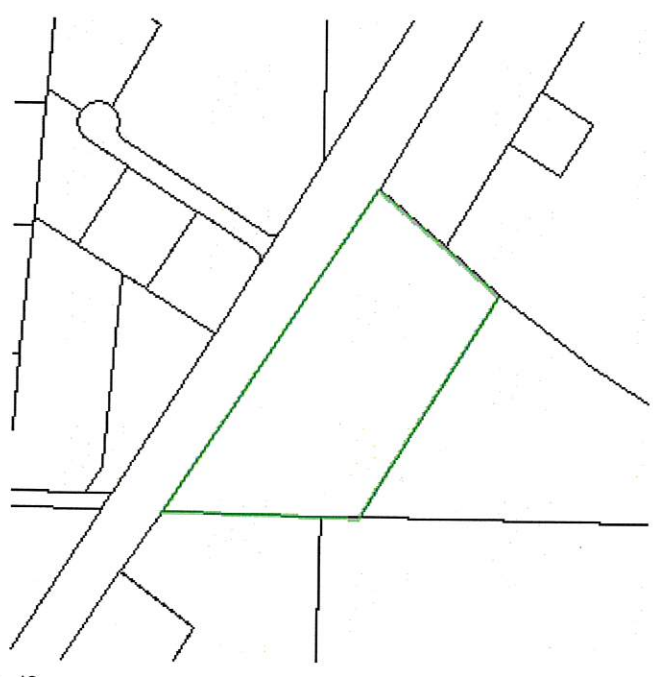
- [09/25/2007 10:08:35 AM](#)
- [12/16/2008 08:08:25 AM](#)
- [12/18/2009 01:52:19 PM](#)
- [10/18/2011 02:16:28 PM](#)
- [10/18/2011 02:16:28 PM](#)
- [11/13/2012 02:27:17 PM](#)
- [11/21/2012 03:01:17 PM](#)
- [10/29/2018 11:58:28 AM](#)
- [10/29/2018 11:59:32 AM](#)
- [01/09/2019 11:15:43 AM](#)
- [12/24/2019 11:35:29 AM](#)
- [02/24/2020 01:18:55 PM](#)

"Tax"

Tax Year	Taxes
2020	\$1,759.38
2019	\$1,609.65

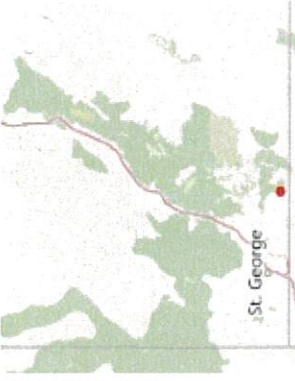
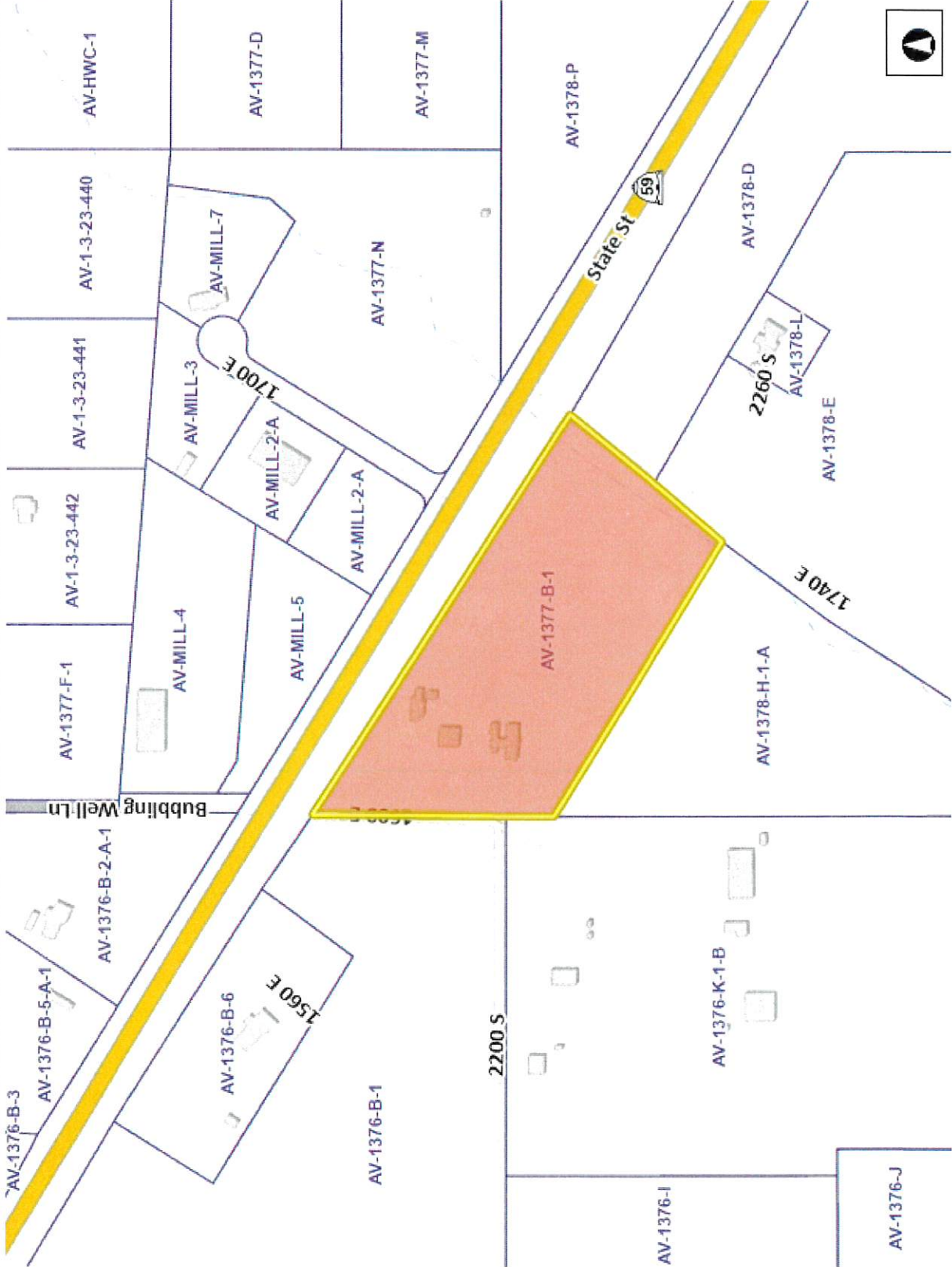
Images

- [GIS](#)





Ashmore Zone Change and General Map Change



Legend

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

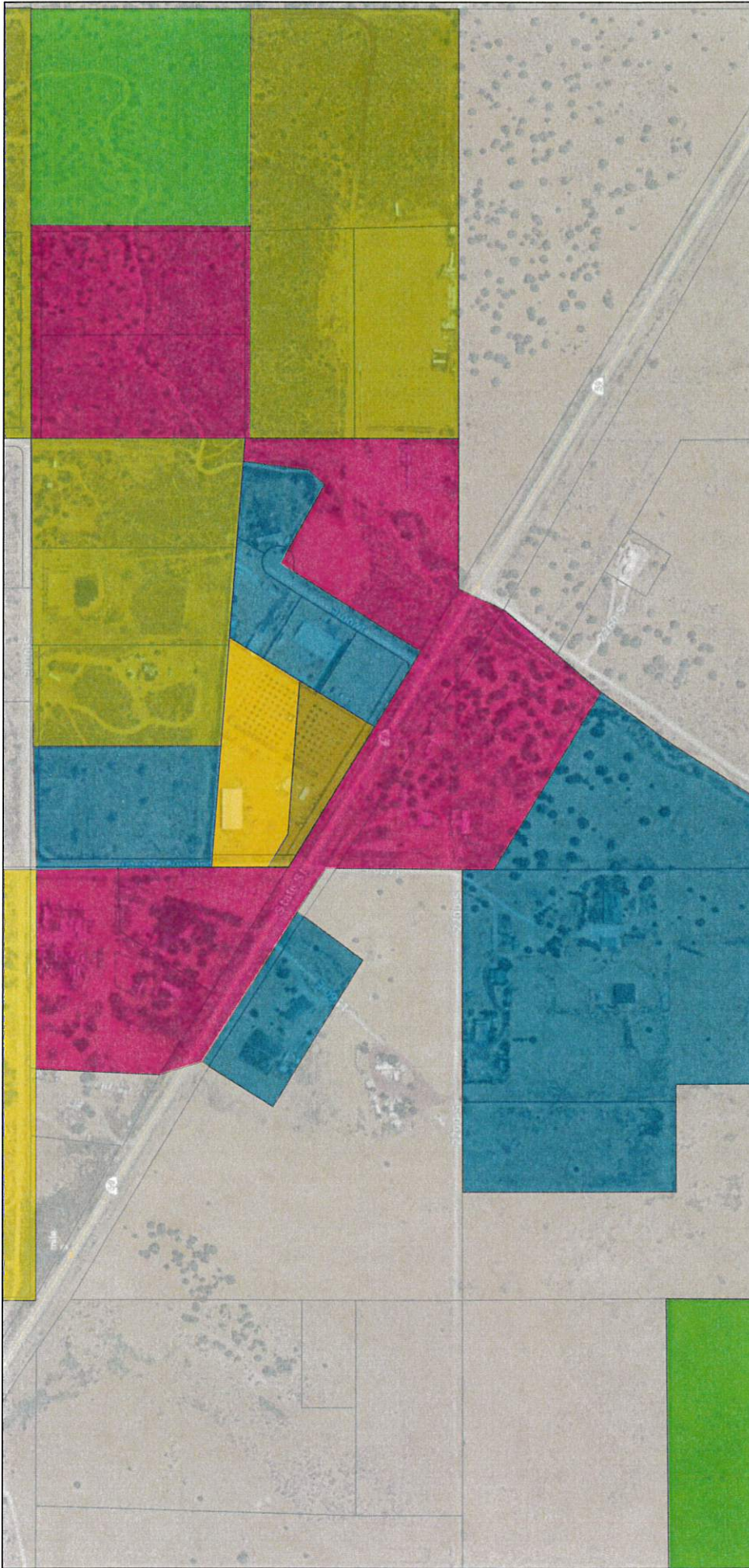
Notes

Item 15.

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.



Apple Valley Zoning Districts



4/20/2021, 11:11:37 AM

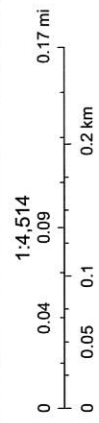
Zoning Districts

- A - Agricultural
- C-1 - Convenience Commercial
- C-3 - General Commercial

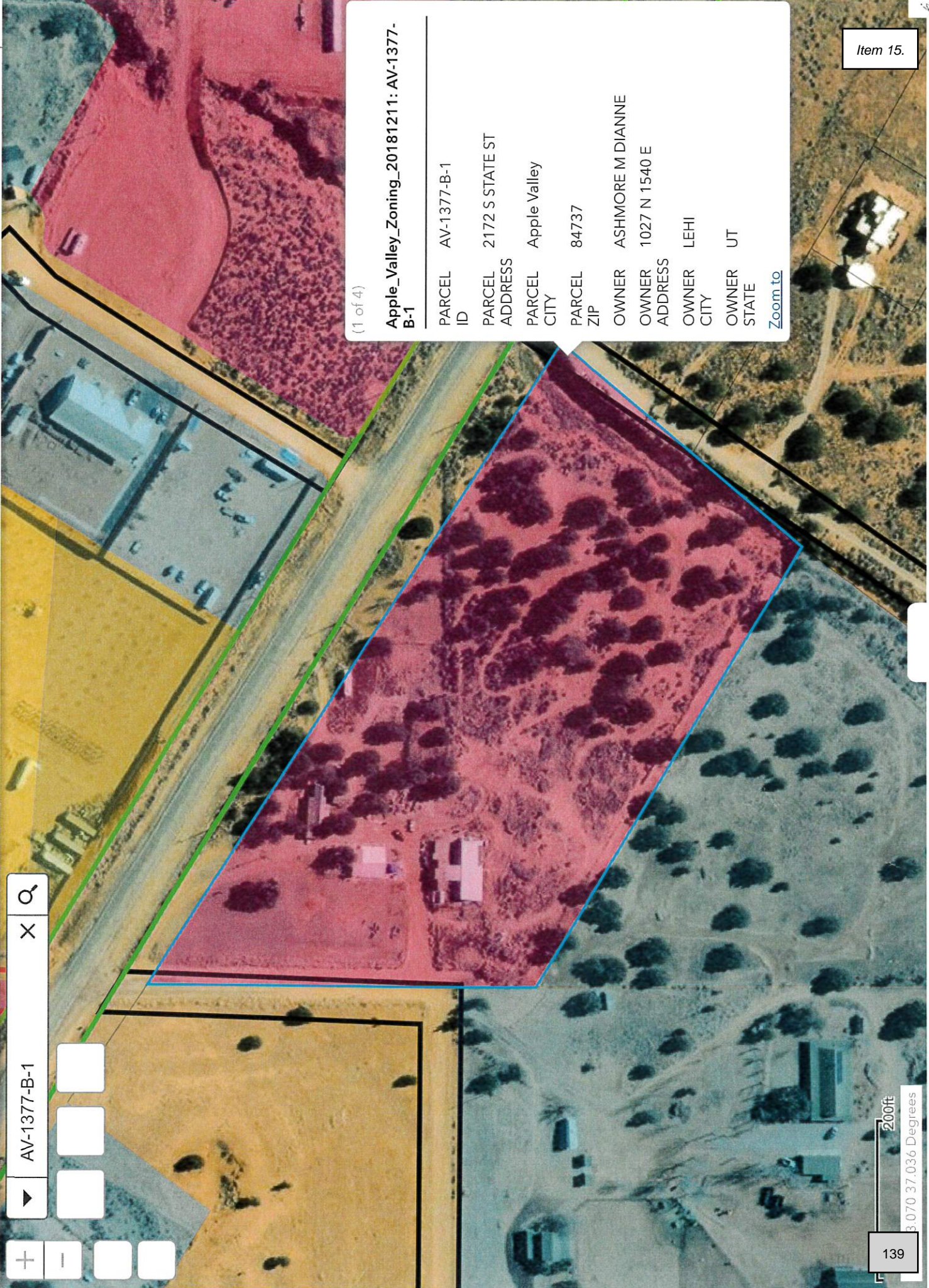
- OSC - Open Space Conservation
- OST - Open Space Transition
- PD - Planned Development
- RE-1 - Residential Estate 1

- RE-5 - Residential Estate 5
- Town Boundary
- Washington County Parcels

Existing



Proposed



(1 of 4)

Apple_Valley_Zoning_20181211: AV-1377-B-1

PARCEL ID	AV-1377-B-1
PARCEL ADDRESS	2172 S STATE ST
PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER	ASHMORE M DIANNE
OWNER ADDRESS	1027 N 1540 E
OWNER CITY	LEHI
OWNER STATE	UT

[Zoom to](#)

Item 15.

200ft
 3.070 37.036 Degrees

AV-1377-B-1

Layer List_2

Apple_Valley_Zoning

- OST/OSC
- AG
- C-1
- C-2
- C-3
- M-1
- I-1
- RV PARK
- CABIN/TH
- MH
- PD
- RE-1
- RE-2.5
- RE-10
- RE-5
- RE-20
- RE-40
- SF-1-10.0
- SF-1/2

(1 of 2)

Apple_Valley_Zoning_20181211: AV-1377-B-1

PARCEL ID	AV-1377-B-1
PARCEL ADDRESS	2172 S STATE ST
PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER	ASHMORE M DIANNE
OWNER ADDRESS	1027 N 1540 E
OWNER CITY	LEHI
OWNER STATE	UT

[Zoom to](#)

300ft

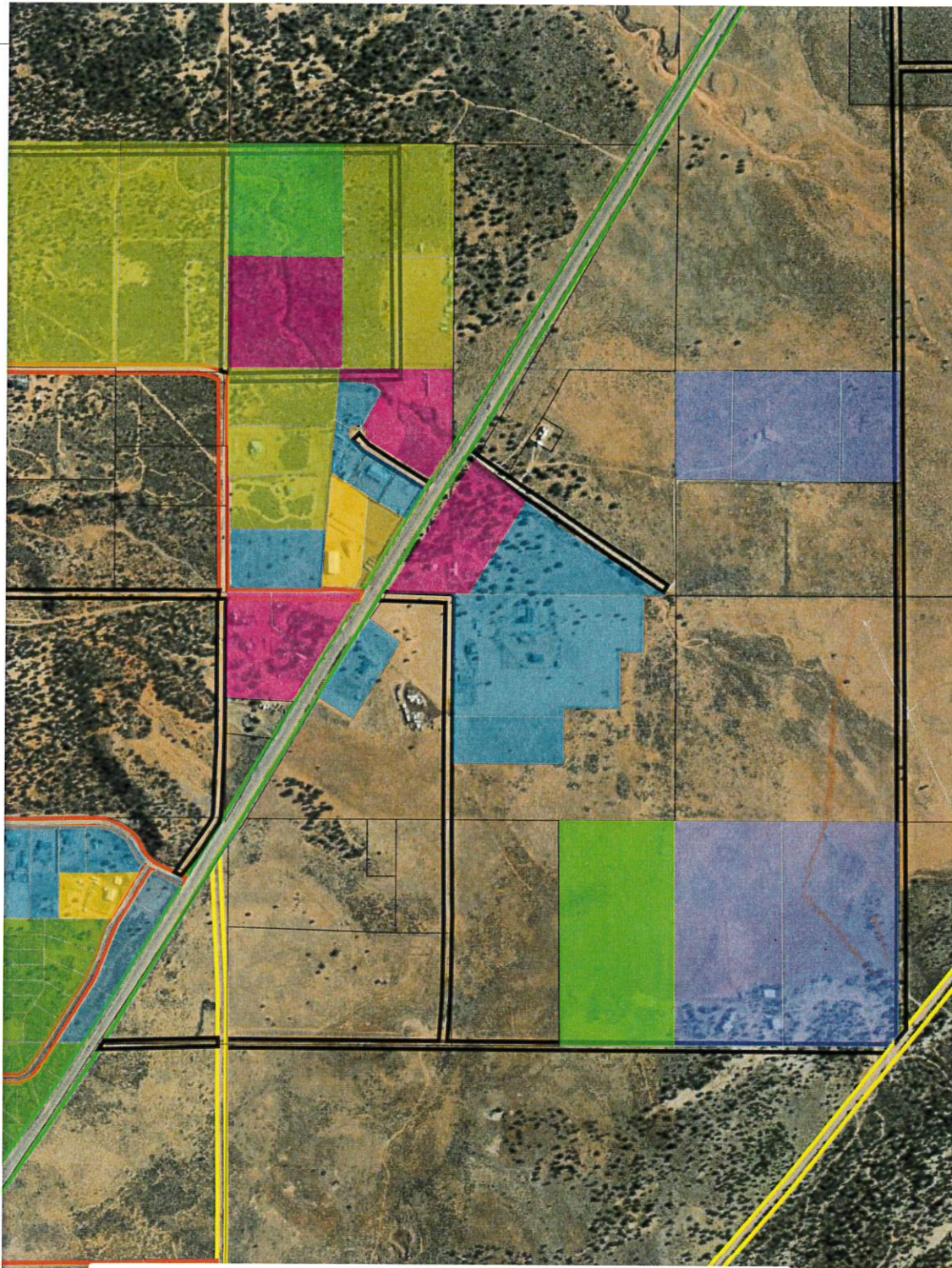
140

57 37 040 Degrees

Layer List_2

Apple_Valley_Zoning

- OST/OSC
- AG
- C-1
- C-2
- C-3
- M-1
- I-1
- RV PARK
- CABIN/TH
- MH
- PD
- RE-1
- RE-2.5
- RE-10
- RE-5
- RE-20
- RE-40
- SF-1-10.0
- SF-1/2



Item 15.

R & R PARTNERSHIP
AV-1376-J
615 BROOKSIDE AVE # A
REDLANDS, CA 92373-4670

JESSOP MATT & PAM G
AV-1365-H-3
1854 S 1800 E
APPLE VALLEY, UT 84737-4862

REEVE CHARLES R & CHERYL S TRS
AV-1376-A-1
559 S 400 W
HURRICANE, UT 84737-2210

KAPXCELLANCE CONSULTING INC
AV-1365-H-2
782 S RIVER RD STE 172
SAINT GEORGE, UT 84790

1ST UNITED INV INC
AV-CDPT-3-17
253 W 1480 S
HURRICANE, UT 84737

JESSOP CALVIN M TR
AV-1365-H-5
1552 S WAGONMASTER RD
WASHINGTON, UT 84780

GREEN KIM E, ET AL
AV-1365-H-1-1
PO BOX 870047
WOODS CROSS, UT 84087

GEMSTONE PROPERTIES INC, ET AL
AV-1376-B-4
2608 W 510 N
HURRICANE, UT 84737

SHAPLEY ANTHONY W
AV-MILL-7
2182 S 1700 E
APPLE VALLEY , UT 84737

BARLOW MILLWARD J JR
AV-MILL-5
2132 S 1700 E
HURRICANE, UT 84737-4860

BARLOW LEVI L TR, ET AL
AV-1-3-23-441
PO BOX 13
LA VERKIN, UT 84745-0013

ZION TINY GETAWAY LLC
AV-CDPT-3-14
1238 E MANZANITA DR
APPLE VALLEY, UT 84737

CANAAN VIEW RANCH LLC
AV-1377-A
782 S RIVER RD # 148
SAINT GEORGE, UT 84790

GRAHAM JASON & HALEY
AV-1377-E
1950 E 2000 S
APPLE VALLEY, UT 84737

NEXT STEP HOMES L C
AV-1365-D
P O BOX 175
MORGAN HILLS, CA 95038-0175

KENSTAL LLC
AV-1364-B
2221 E WELDON AVE
PHOENIX, AZ 85016

CARTER GARY R & LURETA S TRS
AV-1366-A-7
1371 E RED SAGE LN
HURRICANE, UT 84737

ALKEMA AMY M
AV-1376-B-6
2142 S 1560 E
APPLE VALLEY, UT 84737

SPENDLOVE JEFF & SUSANNE LEE
AV-1376-A
1240 E 2000 S
APPLE VALLEY, UT 84737

~~**KENSTAL LLC**
AV-1378-B
2221 E WELDON AVE
PHOENIX, AZ 85016~~

KAPCSOS MASON
AV-1365-H-4
782 S RIVER RD # 172
SAINT GEORGE, UT 84790

BARLOW CORTNEY
AV-1378-P
PO BOX 1618
COLORADO CITY, AZ 86021-1618

JESSOP EDWARD L
AV-1-3-23-440
PO BOX 840424
HILDALE, UT 84784-0424

MORRELL UTAH HOLDINGS LLC
AV-1377-F-1
2368 E COTTONWOOD LN
SALT LAKE CITY, UT 84117-7670

PERRY MARCELLA, ET AL
AV-1376-I
407 CABBELL CT
RICHARDSON, TX 75080

ASHMORE DIANNE TR, ET AL
AV-1377-B-1
2125 S STATE ST
APPLE VALLEY , UT 84737

~~**ZION TINY GETAWAY LLC**
AV-CDPT-3-15
1238 E MANZANITA DR
APPLE VALLEY, UT 84737~~

GROSS MICHAEL JAMES & JENNIFER KAY
AV-1378-J
2499 S 1740 E
APPLE VALLEY, UT 84737

BISTLINE LADELL J SR
AV-1365-R
PO BOX 99
COLORADO CITY, AZ 86021-0099

BEAGLEY RODNEY & LORI
AV-1366-A-8-E
1828 S CANYON DR
APPLE VALLEY, UT 84737-4812

~~CANAAN VIEW RANCH LLC
AV-1377-D
782 S RIVER RD # 148
SAINT GEORGE, UT 84790~~

~~CANAAN VIEW RANCH LLC
AV-1377-M
782 S RIVER RD # 148
SAINT GEORGE, UT 84790~~

REEVE CHARLES R & CHERYL S TRS
AV-1376-A-1
559 S 400 W
HURRICANE, UT 84737-2210

COOKE DONAVON & ETHEL
AV-1366-A-8-B
1329 E MANZANITA DR
APPLE VALLEY, UT 84737

BARLOW CORTNEY
AV-1378-N
PO BOX 1618
COLORADO CITY, AZ 86021-1618

~~BARLOW MILLWARD J JR, ET AL
AV-MILL-2-A
2132 S 1700 E
HURRICANE, UT 84737-4860~~

MCGREGOR AUTUMN
AV-CDPT-3-11
1238 E MANZANITA DR
APPLE VALLEY, UT 84737

HAYDEN H STEVE & BARBARA TRS
AV-1376-F
2483 S 1200 E
APPLE VALLEY, UT 84737-4854

~~BIG PLAINS WATER & SEWER SPECIAL SERVICE
AV-1366-A-8-B
1777 N MEADOW LARK DR
APPLE VALLEY, UT 84737~~

R & R PARTNERSHIP
AV-1376-C
1305 FARVIEW LN
REDLANDS, CA 92374-6336

~~BARLOW MILLWARD J JR, ET AL
AV-MILL-2-A
2132 S 1700 E
HURRICANE, UT 84737-4860~~

HOLM JOHN MARK
AV-1365-Q
PO BOX 337
COLORADO CITY, AZ 86021-0337

CURTIS JASON & HOLLY
AV-1378-G
545 S 1530 W
HURRICANE, UT 84737-2598

~~GROSS MICHAEL JAMES & JENNIFER KAY
AV-1378-E
2499 S 1740 E
APPLE VALLEY, UT 84737~~

CANAAN CLIFFS CONSTRUCTION CORP
AV-1366-A-8-F
PO BOX 1490
COLORADO CITY, AZ 86021-1490

BLACK AMY TR
AV-1376-B-1
HC 65 BOX 506 1725 S HWY 389
FREDONIA, AZ 86022-9614

PROPERTY PRIVACY SERVICES TR
AV-1375
785 VENTURE DR
ST GEORGE, UT 84790

BARRETT MICHAEL
AV-1378-L
PO BOX 12623
OGDEN, UT 84412-2623

JESSOP GEORGE
AV-1376-B-2-A-1
1599 E STATE ST
HURRICANE, UT 84737-4804

~~KENSTAL LLC
AV-1378-L
2221 E WELDON AVE
PHOENIX, AZ 85016~~

COOKE CHAD & NORA
AV-1366-A-8-D
1848 S CANYON DR
APPLE VALLEY, UT 84737-4812

GROSS MICHAEL JAMES & JENNIFER KAY
AV-1378-K
2499 S 1740 E
APPLE VALLEY, UT 84737

CANAAN CLIFFS CONSTRUCTION CORP
AV-CDPT-3-16
PO BOX 1490
COLORADO CITY, AZ 86021-1490

ZITTING ROBERT & MELANIE
AV-HWC-1
2357 W 12420 S
RIVERTON, UT 84065

BARLOW TONI M, ET AL
AV-1378-H-1-A
12701 S TUSCAN SPRINGS LN # 206
RIVERTON, UT 84065

~~BARLOW MILLWARD J JR
AV-MILL-1-A
2132 S 1700 E
HURRICANE, UT 84737-4860~~

HAYDEN H STEVE & BARBARA TRS
AV-1376-L
2483 S 1200 E
APPLE VALLEY, UT 84737-4854

JESSOP MATT & PAM
AV-1376-B-5-A-1
1854 S 1800 E
HURRICANE, UT 84737

ALLRED AARON R & GLORIA H
AV-MILL-3
2112 S 1700 E
APPLE VALLEY, UT 84737

BARRETT MICHAEL
AV-1378-E
PO BOX 12623
OGDEN, UT 84412-2623

HANSEN PAUL B & KATHLEEN C TRS
AV-1376-E
7925 S 2200 W
SPANISH FORK, UT 84660

LEBARON MEGAN, ET AL
AV-HWC-2
1820 E 2000 S
APPLE VALLEY, UT 84737-4935

BARLOW KURT I
AV-1376-K-1-B
2278 S 1600 E
HURRICANE, UT 84737

~~**SPENDLOVE JEFF & SUSANNE LEE**
AV-1376-M
1240 E 2000 S
APPLE VALLEY, UT 84737~~

SHAPLEY ANTHONY W
AV-1377-N
784 S RIVER RD # 148
SAINT GEORGE, UT 84790

BROADBENT THOMAS A
AV-1-3-23-442
PO BOX 554
COLORADO CITY, AZ 86021-0554

BLACK HAROLD J
AV-1376-B-3
PO BOX 412
COLORADO CITY, AZ 86021-0412

R & R PARTNERSHIP
AV-1376-D
1305 FARVIEW LN
REDLANDS, CA 92374-6336

KAPXCELLANCE CONSULTING INC TR
AV-1365-C-1
782 S RIVER RD STE 172
SAINT GEORGE, UT 84790

~~**KEN STAL INC**
AV-1376-B
222 E WELDON AVE
PHOENIX, AZ 85016~~

**TOWN OF APPLE VALLEY
ORDINANCE O-2021-04**

**AN ORDINANCE CHANGING THE GENERAL PLAN MAP DESIGNATION FOR PARCEL
AV-1377-B-1**

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the general plan designation for the parcel AV-1377-B-1; and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on the 12th, day of May, 2021 with recommendation that the General Plan Map be modified to allow for the Agricultural area; and,

WHEREAS, the Planning Commission has recommended that these parcels be changed on the general plan to Planned Development; and,

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

WHEREAS, in making this review the Town Council finds that the Planning Commission’s recommendation to amend the General Plan is rationally based; and,

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 19th day of May, 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 General Plan shall be amended to show that the area including parcels AV-1377-B-1, be identified on the official general plan map as Planned Development.

Effective Date: This amendment shall be effective upon passage, without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 18th day of November, 2020.

W. Dale Beddo, Mayor

ATTEST:

Taylor Pledger, Town Clerk

Mayor W. Dale Beddo	Aye ___	Nay ___
Kevin Sair	Aye ___	Nay ___
Michael McLaughlin	Aye ___	Nay ___
Paul Edwardson	Aye ___	Nay ___
_____	Aye ___	Nay ___

**APPLE VALLEY TOWN
ORDINANCE O-2021-05**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR PARCEL AV-1377-B-1 FROM RE TO AG

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcel AV-1377-B-1 from RE (Rural Estate) to AG (Agriculture), and,

WHEREAS, the Planning Commission has reviewed the petition and has received and reviewed pertinent information in the public hearing held on the 12th day of May, 2021 with recommendation that the property be so rezoned; and

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

WHEREAS, in making these reviews the Town Council finds that the Planning Commission’s recommendation on 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 19th day of May 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 a portion of Parcel AV-1377-B-1 is changed from RE to AG

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 upon passage, without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 19th day of April, 2021.

W. Dale Beddo, Mayor

ATTEST:

Taylor Pledger, Town Recorder

Mayor Dale Beddo	Aye ___ Nay ___
Kevin Sair	Aye ___ Nay ___
Michael McLaughlin	Aye ___ Nay ___
Paul Edwardson	Aye ___ Nay ___
_____	Aye___ Nay__



Fraud Risk Assessment

Background

The Office of the State Auditor (Office) regularly receives complaints of fraud or abuse by local government officials. The Office is also aware of internal investigations performed by local governments of their own officials and employees. Some of these situations receive significant media coverage, while others are resolved with less publicity. In either case, the level of concern by the public and local and state officials is significant. Many have asked the Office for more direction on how to prevent such occurrences in the future. The program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. This assessment is a starting point, it is the hope of the Office that local governments will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Internal Controls as a Discipline

Professional literature, as well as our own experience, indicates that the solution to the reduction of fraud risk lies in effective internal controls. Internal controls are the policies, practices, and processes that ensure the operations of an organization are performed effectively and efficiently. Internal Controls are also intended to deter or prevent the misuse of public funds. Since internal controls require time and resources, entities should seek to reduce risk to an acceptable level, not eliminate risk altogether. In other words, a lock should never cost more than the item it is intended to protect.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) is a group of organizations dedicated to providing frameworks and guidance on risk management, internal control, and fraud deterrence. COSO publishes a document “Internal Control – Integrated Framework” (the COSO Framework). The COSO Framework is noted as the gold standard for designing and implementing an entity-wide internal control program for all organizations including governments. The Government Accountability Office (GAO) publishes its own guidance for proper internal controls in government entities known as the Green Book. The Green Book follows the COSO Framework, but adds some specific context that is unique to the government environment. We used both of these publications as resources for this project.

The COSO Framework includes five principles:

- Tone at the Top
- Risk Assessment
- Control Activities
- Communication

- Monitoring

Incorporating these five principles into an organization is a recommended but complex endeavor. Most accountants and auditors have been trained on these principles, but full implementation requires additional training and a commitment throughout the organization to be effective. We recommend every organization with the resources use COSO, GAO, GFOA, or any other reputable source as an aid to implementing a comprehensive internal control program.

Due to the expense, most local governments in Utah lack the resources necessary to completely implement the COSO Framework. Our goal is to take the concepts of the COSO Framework and boil them down to specific measures that every local government can incorporate at minimal cost. If properly implemented, we believe these measures will reduce the risk of undetected fraud, abuse, and noncompliance. We have also developed a risk assessment model that provides a basic evaluation of an entity's fraud risk, based upon required separation of duties and our recommended measures.

Recommended Measures

1. Separate Duties over Cash Accounts (Crucial)

Widely recognized as a crucial internal control, separation of duties includes separating the powers of the treasurer and clerk (the person who performs the accounting function, regardless of title), as required by state law. If the roles and responsibilities of treasurer and clerk are *not* 1) separate, 2) independent, and 3) monitored by the governing board, the risk of financial fraud and abuse increases.

In general, the treasurer is responsible for the collection and custody of funds while the clerk validates payment requests, ensures compliance with policy and budgetary restrictions, prepares checks, and records all financial transactions. In situations where proper separation of duties are not maintained, mitigating controls must be implemented. Because of the extreme importance of this control, we have developed a separate questionnaire (see attached) to help determine if basic separation of duties or mitigating controls are in place.

2. Require a Commitment of Ethical Behavior

Purpose

A critical, fundamental, and far-reaching problem facing government today is the lack of public trust and confidence. Government officials are expected to perform their government duties without using their position for personal benefit. A written statement on ethical behavior will provide clarity and serve as a physical reminder of the aspirations of the organization.

Overview

Maintaining an ethical environment requires setting an example and communicating proper expectations at every level of the organization. Training and re-enforcement of

ethical standards must be continuous and applicable. Expectations must point to the highest standards and not excuse bad behavior by anyone for any reason.

Implementation

We recommend the entity set clear expectations and exercise consistent enforcement. We recommend instilling a culture rewarding high ethical standards, rather than rewarding cutting corners or engaging in questionable or self-serving behavior. We recommend that every entity have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. We also recommend that the entity require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.

3. Adopt and Put Into Practice Written Policies

Overview

The governing body should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes. The following are key policies along with certain elements that we have identified that are either required by law or best practices to improve the internal control system. As a matter of practical implementation, template policies that contain these elements are available on the Office's website at resources.auditor.utah.gov.

a. Conflict of Interest

1. Specifies who is required to declare conflicts.
2. States that if a new conflict arises during course of business it must be reported.
3. Requires each public official/employee to complete a disclosure form on an at least an annual basis.
4. Identifies the individual/position responsible to gather disclosure forms.
5. Disclosure forms provide the user a way to disclose conflicts or indicate that they have no conflicts.
6. Disclosure forms must list the name and position of the public official/employee.
7. Disclosure forms must list the name of the business entity and ownership interest or position for a business regulated by the entity for which there is a conflict.
8. Disclosure forms must list the name of the business entity and ownership interest or position for businesses doing business with the entity.
9. Disclosure forms must list any investments that may create a conflict with the entity.
10. The disclosure shall be made in a sworn statement filed with the entity's governing body.

b. Procurement

Seek the best value for the entity and promote a competitive purchasing process.

1. Specifies a small item threshold allowing employee or department discretion.
2. Specifies documentation required for each level of purchasing (e.g. small purchases, medium purchases and purchases requiring competitive bid).
3. Specifies purchasing procedures (e.g. advertising methods and time frames, rejection of bids, appeals) for items requiring competitive bid.
4. Lists exemptions and documentation needed for not following regular bidding requirements (e.g. sole source provider, emergency purchases etc.).
5. Addresses improper or illegal conduct:
 - a) Prohibits dividing a procurement to avoid following policy (Utah Code 63G-6a-2404.3)
 - b) Prohibits kickbacks (Utah Code 63G-6a-2404)
 - c) Requires disclosure of conflicts of interest (Utah Code 63G-6a-2406)
 - d) Prohibits cost-plus-a-percentage-of-cost contracts (Utah Code 63G-6a-1205)
 - e) Lists other specific activities that are not allowed (Utah Code 67-16 applies to the state and all political subdivisions)
6. Designates a purchasing agent, specify who may sign contracts including requirement for contracts that must go before the governing body.
7. Has an ethics provision and/or reference Utah Code 67-16.
8. Documents consequences of violating the policy (e.g. formal reprimand, suspension, termination or criminal prosecution).

c. Ethical Behavior

1. Prohibits participation in decisions or actions in which the employee or official has real or reasonably perceived conflict (see conflict of interest policy).
2. Prohibits use of authority for personal gain or that of close friends, family, or business associates.
3. Prohibits receiving gifts, loans or bribes.
4. Requires confidentiality regarding any information not subject to GRAMA.
5. Prohibits violation of nepotism laws (Utah Code 52-3).
6. Prohibits misuse of public resources or property (Utah Code 76-8-4).
7. References the Utah Public Officer and Employee Ethics Act (Utah Code 67-16).
8. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination).

d. Reporting Fraud and Abuse

1. Requires the reporting of inappropriate actions or behavior.
2. Provides reporting structure, including alternatives if the employee's normal supervisor is involved.
3. Provides guidance on the type of actions and behaviors which must be reported.
4. Provides guidance on the information to be provided (e.g. names, dates, times, descriptions, effects) when reporting fraud or abuse.
5. Provides whistleblower protection or referrers to Utah Code 67-21-3.
6. Provides for the evaluation, investigation and possible consequences of the alleged action or behavior.

7. Provides for feedback to the employee reporting the action and the governing body.

e. Travel

1. Establishes a process to authorize travel expenditures (i.e. preauthorization).
2. Defines what constitutes allowable and unallowable travel and clearly establishes reasonable limits.
3. Establishes a reporting structure with senior management reporting to the governing body.
4. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, inability to travel).
5. Requires adequate record keeping (documentation of time, place, business purpose, and authorization).
6. Communicates the public nature of purchase records.
7. Ensures enough information is gathered and communicated to maintain accountability and measure performance.
8. Has a provision to comply with external reporting requirements (e.g. IRS, Utah Public Finance Website reporting).

f. Credit/Purchasing Cards

1. Credit/purchase card issuance should be approved by governing body.
2. Establishes procedures for independent review and reconciliation of each card.
3. Establishes card holder accountability including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of card privileges).
4. Establishes required practices to ensure the security of the card (e.g. signing, storing, and who can use the card).
5. Establishes procedures for card use (e.g. documentation required, timelines, reconciliations, restrictions).

g. Personal Use of Entity Assets

1. Establishes allowable uses, or disallows use, of entity assets and rates if applicable (e.g. making photocopies, use of heavy equipment).
2. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds or loss of privileges).

h. IT & Computer Security

1. Establishes allowable uses of information systems, computer equipment, and the internet.
2. Discloses to the user that the entity has the right to monitor and limit the activities on entity IT systems.
3. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of privileges).

i. Cash Receipting and Deposit

1. Establishes a timeline for entering receipts into the accounting system.
2. Establishes a timeline for depositing funds in the bank that complies with the Utah Money Management Act (3 days).

3. Establishes security measures for holding funds before deposit (e.g. safe, vault).
4. Establishes a receipting process for giving the customer documentation of the transaction and also provide sufficient information to understand the purpose of the transaction for management review or audit.
5. Establishes a procedure for entering credit card and ACH transactions into the accounting system.
6. Establishes a separation of duties between the person receiving payments and the person making deposits (smaller entities may require dual sign-off on deposits).
7. Establishes required documentation for voiding or altering a cash receipt, including that it be reviewed by someone that didn't make the correction.
8. Requires system-generated or sequentially-numbered receipts to allow for a review of completeness.
9. Requires cash deposits and receipts to be reconciled and/or reviewed by someone not receiving cash.

4. Hire and Train Qualified Staff

Purpose

In order to ensure the effective and efficient delivery of government services, each entity should identify the knowledge, skills, and abilities (KSA) needed by its management and employees. In technical areas, KSA often align with formal credentials, such as a degree or license. Accounting is an area where degrees and professional designations usually indicate a level of proficiency.

Overview

A licensed Certified Public Accountant (CPA) is the most common designation of a person who possesses the KSA needed to oversee the day-to-day financial operations of an entity. There are several other designations that may indicate similar KSA, such as Certified Government Financial Manager (CGFM), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP), and Certified Public Finance Officer (CPFO). At a minimum, we recommend that every entity have someone with a bachelor's degree in accounting as part of its staff.

Implementation

While not every local government entity needs a full-time CPA, every entity should utilize a qualified accountant to ensure that its finances are protected and accurately reported. Most accounting firms and professional bookkeeping services provide a variety of services on an as-needed basis. We recommend every local government evaluate the level of KSA possessed by its accounting staff and consider contracting with an accounting professional. The accounting professional could perform some or all of the accounting and ensure that the entity has effectively implemented internal controls and meets reporting requirements.

To aid local government entities in identifying and procuring the services of qualified accounting professionals, the Office maintains a qualified vendor list included on the Office's website at resources.auditor.utah.gov. The firms on this list have met the requirements set forth by the Office to provide bookkeeping, compliance reporting, or financial statement preparation for local governments.

5. Provide Effective Training

Overview

Training is vital to any organization, especially governments, where services are essential to economic prosperity and basic human needs. Public officials and key employees need to possess at least a basic understanding of the legal requirements of their entity. We encourage entities to consider the KSA needed to support the services provided by their entity, then determine the appropriate level of training that is needed to maintain those KSA. The entity should provide resources to attend sufficient and appropriate training on an ongoing basis.

Implementation

The Office provides comprehensive but basic training on financial topics for local government board members and finance officers. However, this training serves only as an introduction for those who are new or previously untrained in local government financial matters. We recommend board members and finance officers identify and participate in organizations that provide more advanced training. These organizations may be specific to the government type (e.g. counties, charter schools), a specific type of operation (e.g. sewer, water), or a specific job within the organization (e.g. treasurer, finance officer).

At a minimum, board members should view our online basic but comprehensive training every four years (see training.auditor.utah.gov). Also, at least one member of the finance team, preferably the chief finance officer, should have 40 hours of financial training each year. Financial training includes: auditing, accounting, budgeting, reporting, internal controls, fraud prevention and detection, software, and any other topic that is related to the management of finances.

6. Implement a Hotline

Definition

A hotline is a means by which the public and employees can anonymously report concerns about improper behavior of an entity's officers or employees or concerning practices of the entity.

Overview

Fraud losses are 50% smaller at organizations with hotlines than those without hotlines. According to the Association of Certified Fraud Examiners, 40% of reported instances of fraud are discovered through a tip. More than half of these tips were provided by an employee of the organization and 46% of fraud cases detected by tip were reported through a hotline.

Implementation

An effective hotline can be implemented at virtually no cost and can be as simple as providing an email address or phone number. Hotline submissions should be sent directly to a person who has the resources and objectivity to evaluate the concern and investigate if warranted. All complaints and the results of investigations should be presented to the audit committee of the entity in a timely fashion.

Hotlines should be promoted and easy to access (most entities put a link to their hotline on the main page of their website). Every entity should have a written policy that includes the following:

1. Methods for receiving complaints (e.g. email, phone number).
2. A provision for anonymous complaints.
3. Sufficient direction to ensure complaints are given adequate treatment as follows:
 - a. An initial screening of complaints to be performed by an office not involved in the complaint (this could be accomplished by having it performed by more than one office if an independent internal audit function does not exist or it could be sent directly to the audit committee).
 - b. Audit committee:
 - i. Reviews available evidence.
 - ii. Determines if further investigation is merited. If so;
 - Sets the scope of audit
 - Sets a budget
 - Sets a timeline
 - Provides resources
 - c. Audit results are reported to the audit committee.
 - d. Audit committee approves findings and recommendations.
 - e. Audit committee ensures that findings and recommendations are addressed by the appropriate officers or employees.
 - f. Feedback provided to the complainant, if requested.

7. Implement an Internal Audit Function

Definition

An internal audit function is an organizational initiative to monitor and analyze the entity's own operations in order to determine how well it conforms to a set of specific criteria, such as laws, policies, or best practices. Internal auditors are independent of the work they audit, but are very familiar with it so as to allow them to determine compliance with the requirements for that work.

Overview

An internal audit may focus on financial operations, systems, processes, or compliance. As part of the internal audit plan, auditors try to find discrepancies between operational design and operational reality. Internal audits also help uncover evidence of fraud, waste, or abuse. If internal auditors find discrepancies or inappropriate activities, they document and report them to entity leadership who can prioritize and direct corrective action.

The frequency of internal audits will depend on the department or process being examined. Some types of operations may require daily audits for quality control, others may require only an annual audit of records.

Internal audit plans act as a pre-emptive step in maintaining operational efficiency and financial reliability, as well as safeguarding assets.

Implementation

An internal audit function should be formalized by the adoption of an Internal Audit Charter which identifies who is responsible to oversee the internal audit function and who will perform the internal audits.

Those responsible for internal audits should adopt an audit plan which identifies what will be audited and when it will be audited. The audit plan should be reviewed regularly, usually once per year.

Adaptation for small entities

Only the largest of our local governments can justify a full-time internal auditor. Most local governments can execute an effective internal audit program by contracting with an audit professional to work a few days a year. To eliminate added costs entirely, some entities may coordinate with peer entities and utilize each other's financial staff to act as internal auditors. Keep in mind, internal auditors need a solid understanding of audit principles and should use work programs that are designed to effectively identify violations of the laws or policies they are auditing.

8. Use an Audit Committee

Purpose

An audit committee assists the governing body in its financial oversight responsibilities.

Membership

We recommend that members of the audit committee are a subset of the governing body. An audit committee should have a financial expert who is not a member of management. This can be achieved by having a governing body member who is a financial expert, or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments should be considered when looking for a financial expert, as they are independent and have a working knowledge of government accounting issues.

Functions

An audit committee must ensure the following:

1. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations.
2. The internal audit function objectively assesses the effectiveness of management's internal control program.
3. Financial statement audits are performed by a qualified, independent accounting firm and issues identified during those audits are reviewed and resolved as appropriate.
4. Hotline complaints are investigated and findings are addressed by the governing body.

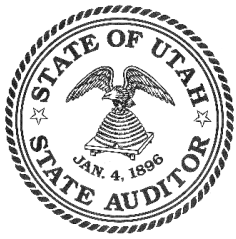
Risk Score

We have developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. As more measures are adopted the score improves. The higher the score, the lower the risk.

The scale and corresponding levels are as follows:

- Very Low
- Low
- Moderate
- High
- Very High

See the *Fraud Risk Assessment Questionnaire* (attached) for specific points assigned to each measure and how point totals correspond to the risk scale.



Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	✓			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".			✓	
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			✓	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control



Revised December 2020

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

😊 If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

😞 If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.