



# SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 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, November 29, 2023**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

**Mayor** | Frank Lindhardt |

**Council Members** | Barratt Nielson | Kevin Sair | Robin Whitmore | Jarry Zaharias |

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/87607542551>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 876 0754 2551

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### PRAYER

### ROLL CALL

### DECLARATION OF CONFLICTS OF INTEREST

### MAYOR'S TOWN UPDATE

### PUBLIC COMMENTS

### DISCUSSION AND POSSIBLE ACTION

1. November 21, 2023 General Election Canvass.
2. Consider Approval of the Development Agreement for Oculita Roca (Hidden Rock Development Group, LLC).
3. Consider Approval of the Personnel Policy and Procedures Manual Update, Resolution-R-2023-36.

### CONSENT AGENDA

The Consent Portion of the Agenda is approved by one (1) non-debatable motion. If any Council Member wishes to remove an item from the Consent Portion of the agenda, that item becomes the first order of business on the Regular Agenda.

4. Disbursement Listing for October 2023.
5. Budget Report for Fiscal Year 2023 through October 2023.

### APPROVAL OF MINUTES

6. Minutes: September 19, 2023 (Board of Canvassers Appointment).
7. Minutes: September 20, 2023.
8. Minutes: October 18, 2023.

### REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

### REQUEST FOR A CLOSED SESSION

### ADJOURNMENT

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Agenda 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](http://www.applevalleyut.gov).

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

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190 at least three business days in advance.

When Recorded Return To:  
 Town of Apple Valley  
 1777 North Meadowlark Drive  
 Apple Valley, Utah 84737

## DEVELOPMENT AGREEMENT FOR OCVLTA ROCA

This *Development Agreement for Ocvlta Roca* (“**Development Agreement**” or “**Agreement**”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”) between Town of Apple Valley, a municipal corporation of the state of Utah (“**Town**”), and Hidden Rock Development Group, a Utah limited liability company (“**Developer**”). Together, the Town and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

### Recitals

A. Developer owns or controls certain parcels of property located in Town, totaling 204 acres, and having the following parcel ID numbers (“**Property**”):

- a. AV-2194-D
- b. AV-2194-B
- c. AV-2-2-27-432

B. Developer desires to develop on the Property a 44-key horizontal cabin rental development with amenities plus 22 residential lots, to be known as Ocvlta Roca (“**Project**”).

C. Developer has submitted to Town and Town has reviewed an application for a zone change that will permit the Project to proceed as planned. On Wednesday March 1, 2023, the Town Council after due deliberation unanimously voted to approve the requested zone change subject to certain conditions, including completion of and entering into a development agreement with the Town.

D. The Parties intend to enter into this Development Agreement in fulfillment of that condition upon zoning change, as well as to allow Developer and Town to resolve, agree upon, and vest issues such as land uses, zoning, density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project.

E. The Parties intend that this process will lead to an attractive and exemplary Project that will add quality of life to future residents, while allowing Town to provide

municipal services in a cost effective and efficient manner, all in accordance with the Town's general plan, applicable zoning ordinances, and construction and development standards.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, and for other valuable consideration received, the Parties agree as follows:

1. Recitals. The Parties agree that the recitals stated above are incorporated into and form a part of this Agreement.
2. Zoning. All obligations of both parties in this Agreement are fully conditioned upon the Town's final adoption and enactment the zoning districts on the property as shown in the Master Plan, which consist of an A-5 (residential) zone, a Cabin Zone, with PD (Planned Development) Overlay. Upon such adoption and enactment, this Agreement shall immediately vest in accordance with Section 2.
3. Vested Rights.
  - 3.1. Vesting. The Parties specifically intend and agree that this Agreement grants to the Developer "vested rights" pursuant to Utah Code § 10-9a-509 and as that term is construed in Utah's common law. Accordingly, the Developer has the right to develop the property in accordance with the Town's ordinances in place as of the Effective Date, without modification by the Town except as specifically provided in this Agreement.
  - 3.2. Conflicts. Development shall take place in accordance with the terms of this Agreement, State Code, and the Town ordinances in effect on the effective date of this Agreement. In the event of any conflicts, this Agreement shall control.
  - 3.3. Future Matters. The parties intend and agree that with regard to future applications, including preliminary and final plat applications, developer shall be obligated to comply with all development ordinances and standards as they exist as of the Effective Date, except that that future ordinances may apply, to the extent not conflicting with this Agreement, with respect to:
    - 3.3.1. Law changes that Developer agrees in writing to apply to the Project;
    - 3.3.2. Law changes 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;

- 3.3.3. Law changes 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, AAI-ISTO 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.
- 3.3.4. 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.
- 3.4. Changes to Project. No material modifications to the Master Plan shall be made after approval by Town without Town Council's written approval of such modification. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number or general location of residential lots, number of cabins, amenity buildings or uses, or (ii) substantially changes the location of public roads. Modifications to the Master Plan which do not constitute material modifications may be made with the consent of Town staff.
- 3.5. Future Property. Developer may at its discretion add certain future property it acquires, identified as parcel number AV-2194-A to this Agreement without modification of this Agreement or of the Master Plan, if such property will not contain any buildings or other improvements. Developer may add other future property to this Agreement if Town agrees that the addition of such future property is appropriate in light of its proximity to the Project, compatibility and the appropriateness of such a development pattern.
4. Master Plan.
- 4.1. Master Plan Approval. Approval of this Agreement shall include approval of the attached Master Plan. Development will generally occur as set forth therein.
- 4.2. Phasing. The Development Property may be developed in Phases Phase 1 will consist of all cabin buildings and amenity buildings, all roadwork as shown in Exhibit A, and all infrastructure. Phase 2 will consist of vertical construction of all residential lots.
- 4.2.1. The Development will be phased as justified market demand, with the intent of providing necessary and adequate infrastructure as needs arise.
- 4.2.2. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Master

Plan, and as may be required as phased development proceeds.

4.3. Project Density. Developer shall be vested in and entitled to develop on the Property, through final buildout, one horizontal 44-key cabin rental development, and 22 residential lots.

4.4. Transfer of Units

4.4.1. Developer may sell one or more portions of the Property, (in particular the residential lots), individually, or the entire cabin project to one or more sub-developers (“Successor Developer”), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer’s portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. Developer will retain all rights and obligations hereunder with respect to unsold portions of the Property. Developer shall provide notice to Town of any sale of the Project or portion of Project to a Successor Developer.

4.5. Community Reinvestment Area. Not applicable.

4.6. Residential Unit Rental Pool.

4.6.1. 10% of the 22 residential lots in the Project shall be included in the residential unit rental pool (“**Rental Pool**”) per Apple Valley ordinance 10.14.020 Short Term Vacation Rentals. When not in use by the Owner, all units in the Rental Pool shall be managed by the property manager of Project and shall be made available for rental to third parties.

4.6.2. Developer shall select and appoint in its discretion an on-site Rental Manager (“**Rental Manager**”), and the Rental Manager shall be the exclusive authority to manage, administrate, and regulate all short-term (less than 30 days) rentals within the Project, including access by short-term tenants to common areas and amenities within the Project.

5. Application Approval Procedures.

5.1. Processing Under Town's Code. Approval processes for phased development

applications shall be as provided in this Agreement and the Town's Code.

5.1.1. Phased Development applications shall be approved by the Town if they comply with the applicable building codes, this Agreement, the State law, and to the extent not vested by this Agreement, the Town's Code in effect as of the date a development application is made. In the case of any conflicts, this Agreement controls.

5.1.2. Nothing in this Agreement shall be construed to require the Developer or any Successor Developer to obtain further Town zoning approval with respect to a Parcel's intended use or density, or rights granted to the Developer herein, provided that such phased development applications comply with the terms set forth in this Agreement, and to the extent not vested by this Agreement, the Town's Code in effect as of the date a phased development application is made.

5.2. Town's Cooperation in Processing Development Applications. The Town and Developer shall cooperate reasonably in promptly and fairly processing development applications.

5.3. Town Denial of a Development Application. If the Town denies a development application, the Town shall specify in writing in reasonable detail the reasons the Town believes that the development application is not consistent with this Agreement and/or the Town's code.

5.4. Town Denials of Development Applications Based on Denials from Non-Town Agencies. If the Town's denial of a development application is based on the denial of the development application by a non-Town agency, the Developer may appeal any such denial through the appropriate procedures for such a decision.

## 6. Developer-Provided Amenities.

6.1. Open Space. Developer and Town acknowledge that Developer will preserve by deed restriction 10 acres, as shown in the Master Plan, in fulfillment of its obligations as Developer to provide parks and open space. The preservation of parks and other open land shall be calculated as part of and credited toward any obligation in the Town code to provide open space and trails.

6.2. Amenities. Developer shall provide amenities, including but not limited to amenities such as a spa, restaurants, and bars, in accordance with those amenities shown on the Master Plan.

## 7. System Infrastructure.

- 7.1. Infrastructure Built by the Developer. Developer or Successor Developers may, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act) for the benefit of the Town. To the extent that such improvements go beyond the Project's proportionate impact, the Town shall reimburse or credit Developer for such facilities as required by the rough proportionality test found in Utah Code 10-9a-508, and in the Nollan/Dolan line of cases.
- 7.2. Reimbursement for "Upsizing". The Town shall not require the Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the Developer are made to compensate the Developer for the costs of such upsizing.
- 7.3. Preparation and Adoption of Impact Fees Facilities Plan and Impact Fee. The Town hereby agrees to promptly initiate and schedule amendments to the Town's current impact fees facilities plan with respect to any public infrastructure and improvements to be financed with the assistance of the Town, or upsized at the request or requirement of the Town, to enable prompt reimbursement therefor to the Developer. Developer shall pay any costs incurred by the Town for updating the IFFP in accordance with this Section 7.3.
8. Security for Improvements.
- 8.1. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the Town using forms for surety approved by the Town as per municipal codes 11.02.130 Guarantee Of Completion Of Improvements; Form Of Surety; Release Of Funds and 11.02.140 Warranty Of Completed Improvements, and in compliance with State law.
- 8.2. Separate Security for Public Landscaping. Security for the completion landscaping requirements shall be provided only as required by State law.
9. Utilities and Public Services.
- 9.1. Improvements to Highway 59. Developer will provide improvements to Highway 59 at the intersection of Cinder Hill Road. The proposed improvement is a roadway widening of approximately 24 feet for approximately 2,150 linear feet and the addition of an Eastbound right-turn deceleration lane, a Westbound left-turn deceleration lane, and a Westbound acceleration lane as per recommendation of traffic consultant and in accordance with the plans shown in Exhibit B. The improvements to Highway 59 are to be approved by the town and state department of transportation (UDOT). Town acknowledges that Developer is responsible for 100% of these improvements, and the remaining 0% are deemed System Improvements as that term is defined in the Utah

Impact Fees Act. Such System Improvements are subject to the reimbursement provisions in this Agreement. Developer may seek reimbursement from adjacent landowners benefitting from Highway 59 improvements.

- 9.2. Other Roads. Developer and Town acknowledge that Developer will be asked to dedicate and construct additional roads through the Project, including North Cinder Hill Road and Bobcat Road, as shown in Exhibit C & as per Apple Valley Road Masterplan, in order to provide system-wide facilities to the benefit of future development. N Cinder Hill Road will be improved to a 26-foot-wide road with base shoulders of 4 feet on either side, capable of supporting an imposed load of 75,000 pounds. The non-curb and gutter road shall be built as per Town Design Standards and as approved in the off-site construction plans approved with Phase 1 of the development. The road crossing at Gould Wash shall be built per requirements as dictated by Town Design Standards & approved by Town Engineer. Gould Wash Road to Bobcat Road shall be the secondary emergency access road required by code and it shall be improved with 26' of road base as per Town Design Standards. Town acknowledges that Developer is responsible for 100% of these road improvements, and the remaining 0% are deemed System Improvements as that term is defined in the Utah Impact Fees Act. Such System Improvements are subject to the reimbursement provisions in this Agreement.
- 9.3. BLM Gate. Presently an access gate exists on the southwest area of parcel AV-2194-D, providing access to BLM land. The BLM access gate will remain in its current location as shown on site master plan Exhibit A.
- 9.4. Cable TV/Fiber Optic Service. Upon application to the Town and approval of a franchise Agreement for such facilities, the Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the Town. The Developer may contract with any cable TV/fiber optic provider of its own choice and grant an access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public.
- 9.5. Water. All water requirements are to be confirmed in a separate agreement with Big Plains Special Service District.
- 9.6. Additional Easements.
- 9.6.1. The Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the



Development Property. The Town may cooperate with Developer in obtaining such easements.

9.6.2. To the extent that the Developer's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Developer, the Town may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the Town to exercise such power.

10. Future Property. If the Developer acquires any additional property then such future property may be added to this Agreement if the Town determines that the addition of such future property is appropriate in light of its proximity to the Project, compatibility and the appropriateness of such a development pattern.

11. Default.

11.1. Notice. If the Developer or a Successor Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the Town believes that the Default has been committed by a Successor Developer then the Town shall also provide a courtesy copy of the Notice to the Developer ("Default").

11.1.1. Contents of the Notice of Default. The notice of default shall:

11.1.1.1. Specify the claimed event of Default;

11.1.1.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

11.1.1.3. Identify why the Default is claimed to be material; and

11.1.1.4. If the Town chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

11.2. Remedies. If the parties are not able to resolve the Default through good faith negotiations or through mediation (which both parties agree to submit to upon the request of the other party), then the parties may have the following remedies:

11.2.1. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

- 11.2.2. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 11.2.3. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a Successor Developer, development of those Parcels owned by the Successor Developer until the Default has been cured.
- 11.2.4. If the cure of any alleged Default can be effectuated by the Town because the alleged Default is covered by any security the Town may have for the completion of a public improvement then the Town may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.
- 11.3. Notice and Public Meeting. Except for withholding the issuance of a building permit, before any remedy may be imposed by the Town the party allegedly in Default shall be afforded the right to notice of a public meeting before the Town Council and shall have the right to address the Town Council regarding the claimed Default.
- 11.4. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

## 12. Miscellaneous.

- 12.1. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.
- 12.2. Controlling Laws. Development of the Property will proceed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Eagle Mountain Town in effect as of the date an application is made, unless otherwise specified herein.
- 12.3. Term of Agreement. The term of this Agreement shall be until the tenth anniversary of the Effective Date. If as of that date the Developer has not been declared to be in default, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until the fifteenth anniversary of the Effective Date.
- 12.4. Amendment. Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the Town.

- 12.5. Assignability. The rights and responsibilities of the Developer under this Agreement may be assigned in whole or in part by the Developer, provided that the Developer shall give Notice to the Town of any assignment, and shall further provide such information regarding the assignee that the Town may reasonably request. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee. If any proposed assignment is for less than all of the Developer 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 partial assignment, the 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. 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.
- 12.6. Binding Effect. This Agreement shall be deemed to run with the Property, and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
- 12.7. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.
- 12.8. 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.
- 12.9. Integration. This Agreement constitutes the entire understanding and Agreement between the parties, and supersedes any previous Agreement, representation, or understanding between the parties relating to the subject matter hereof.
- 12.10. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid

due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- 12.11. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other part.
- 12.12. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- 12.13. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all justifiable costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, including but not limited to reasonable attorneys' fees, whether or not legal action is instituted.
- 12.14. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent Agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future Agreements.
- 12.15. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the Town will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- 12.16. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the Town and the Developer.
- 12.17. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 12.18. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this Agreement lawfully binding the Town pursuant to and is further certified as to being lawful and binding on the Town by the signature of the Town Attorney.
- 12.19. No Undisclosed Rights. Developer acknowledges that this Development

Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3), the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the Act), the municipal code of the Town and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.

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

**TOWN OF APPLE VALLEY, UTAH**

\_\_\_\_\_  
Mayor

State of Utah )  
 :ss  
County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_ [title], of Town of Apple Valley, Utah, and said document was signed by him/her in behalf of said Town, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

**DEVELOPER**

**HIDDEN ROCK DEVELOPMENT GROUP LLC**

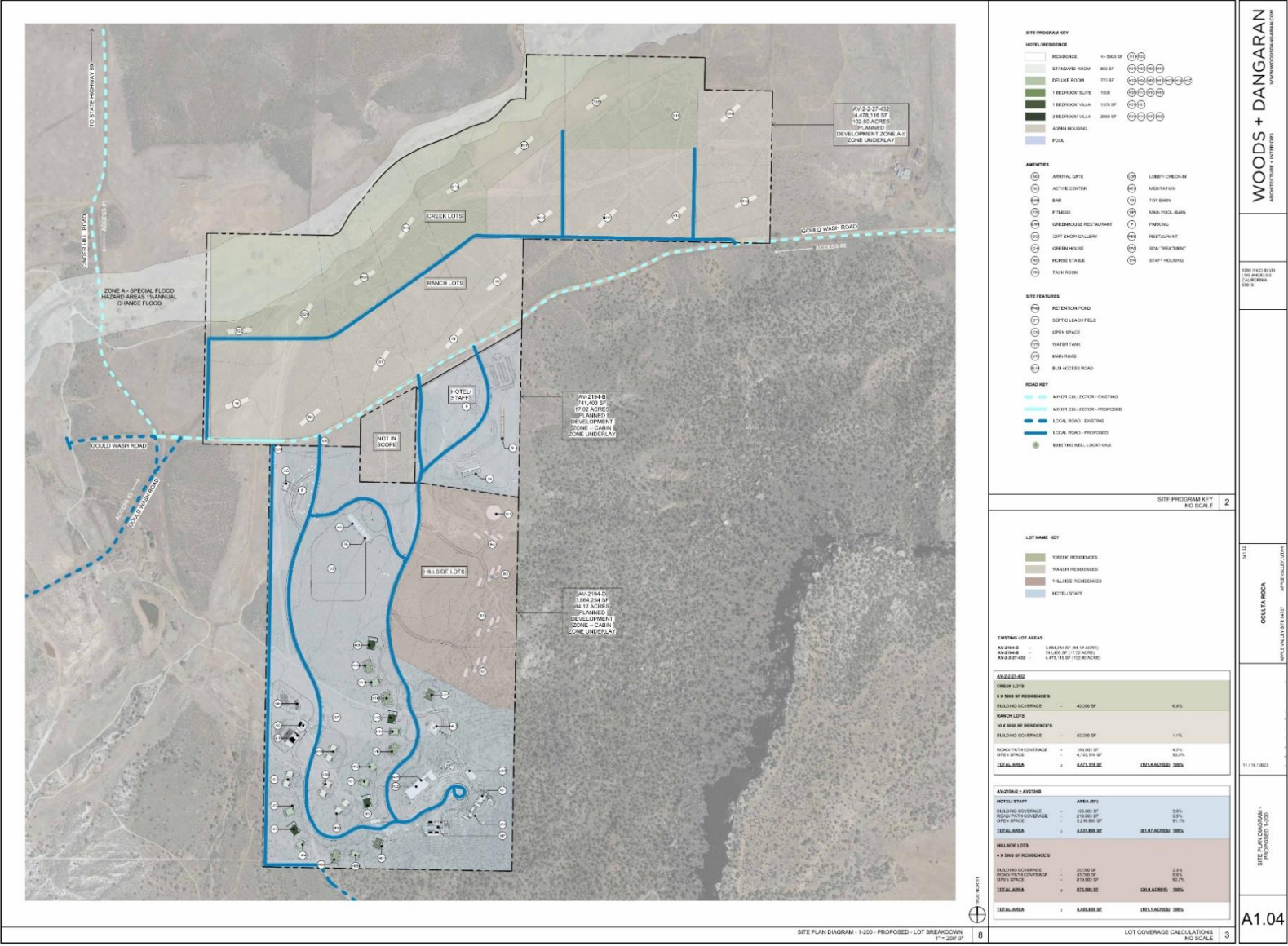
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Utah )  
 :ss  
County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_ [title], of Hidden Rock Development Group, a Utah limited liability company, and said document was signed by him/her in behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_

# EXHIBIT "A"

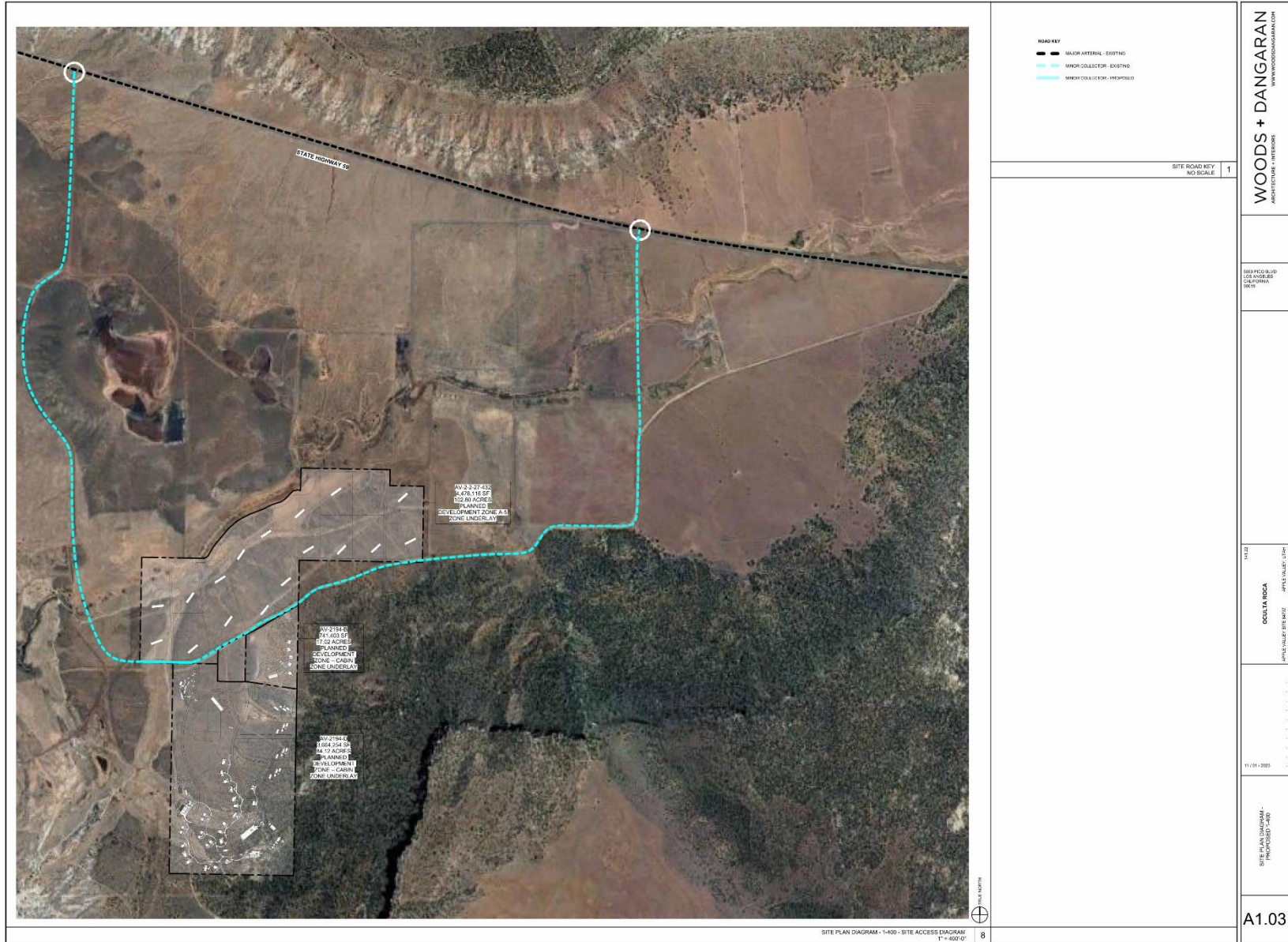


# EXHIBIT "B"





EXHIBIT "C"



TOWN OF APPLE VALLEY

RESOLUTION R-2023-36

A RESOLUTION AMENDING THE TOWN OF APPLE VALLEY PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the Town of Apple Valley has an adopted Personnel Policy and Procedures manual; and,

WHEREAS, the common practice of not charging volunteer firefighters, town council members, and planning commissioners the solid waste fee has not been formally documented; and

WHEREAS, the Town Council of the Town of Apple Valley deems it necessary and appropriate that the Policies and Procedures manual be amended; and,

WHEREAS, The Town Council of Apple Valley held a public meeting duly called, noticed and held on the 29th day of November 2023; and,

WHEREAS, a motion duly made, seconded, and accepted by majority vote in regard to these changes was made; and,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apple Valley, Utah, that the Policies and Procedures Manual be amended to reflect the changes and additions as attached hereto.

PASSED THIS 29TH DAY OF NOVEMBER 2023. This resolution shall be in full force and effect from the date of passage.

TOWN OF APPLE VALLEY

PRESIDING OFFICER

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Frank G. Lindhardt, Mayor

Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor   Frank Lindhardt	_____	_____	_____	_____
Council Member   Kevin Sair	_____	_____	_____	_____
Council Member   Robin Whitmore	_____	_____	_____	_____
Council Member   Barratt Nielson	_____	_____	_____	_____
Council Member   Jarry Zaharias	_____	_____	_____	_____

**SECTION 1:            AMENDMENT** “Benefits” of the Apple Valley Policies & Procedures is hereby *amended* as follows:

## AMENDMENT

### Benefits

#### A. WORKERS COMPENSATION.

1. All employees are covered by workers compensation which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the workers compensation contract on file with the Town Administrator, or designee.
2. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.
3. Medical Attention. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the medical facility of their choice. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).
4. Initial Reporting of Illness or Injury. Reporting the accident or illness is critical to qualification for payment under workers’ compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the Town Administrator immediately. After Form 122 is filled out, a copy must be sent to the insurance carrier and a copy must be sent to the Industrial Commission within seven (7) days of the date of injury.
5. Reporting while off the Job. While on leave because of a bone fide, on-the-job injury or illness, an employee must contact their supervisor or the Town Administrator to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
6. Return to Service. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.
7. At the time of final release or settlement of a workers compensation claim, if no vacancy exists; and, if a reasonable effort which have proven to be unsuccessful, has been made to place the employee in another position, they

may be terminated and paid any accrued benefits due to them.

- B. SOCIAL SECURITY/FICA. All employees whether full-time, part-time, or temporary are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employee and Apple Valley will be made in accordance with the provision of the law.
- C. STATE AND FEDERAL UNEMPLOYMENT. All employees, whether regular, part-time, or temporary, are covered by the benefits of State and Federal Unemployment.
- D. CONTINUING EDUCATION. Employees are encouraged to obtain continuing education through attendance at job related seminars. Requests for attendance must be approved in advance by the Town Administrator, or designee.
  - 1. Required by Apple Valley. When Apple Valley requires an employee to attend any education or training course, conference, seminar, or certification course, Apple Valley will provide the necessary time off with pay and will reimburse the employee for all associated costs including tuition or registration fees, authorized travel, meals, and lodging.
  - 2. Encouraged by Apple Valley. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advance approval by the Town Administrator, and upon successful completion of relevant training courses, employees shall be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper receipts. Proof of successful completion will include one of the following:
    - a. A certificate indicating successful course completion, if applicable.
    - b. A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale.
    - c. A grade pass on a pass/fail grading system.
- E. RETIREMENT BENEFITS. The Town fully funds an employee pension plan through the Utah Retirement System (URS) for certain classes of employees as follows:
  - 1. ELIGIBLE:
    - a. Regular full-time employee. Eligibility begins after probationary period.
    - b. URS Tier 1 Employees: Based on the monthly pay established annually by the URS, currently \$1,148.
    - c. URS Tier 2 Appointed Officers are Part-Time Ineligible except for the following positions, which are deemed Full-Time Eligible if the employee meets the Town's definition of Full-Time:
      - i. Town Administrator
      - ii. Finance Director
      - iii. Town Clerk
      - iv. Fire Chief
    - d. URS Tier 2 Elected Officers are Part-Time Ineligible.
    - e. Appointed Full-Time Positions are eligible for URS vesting exemption purposes, if available.
    - f. Under the Fire Fighter URS, all volunteer fire fighters currently on the roster are eligible for Death and Disability benefits while performing

in the line of duty.

F. HEALTH BENEFITS

1. Health benefits are administered through the Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) Plan.
2. Eligibility: Regular full-time employee. Eligibility begins after probationary period.
3. The amount will be set as per the QSEHRA Summary Plan Description and shall be reimbursed on a monthly basis at the beginning of the month.

G. VOLUNTEER BENEFITS

1. As a nominal fee reimbursement, all volunteer firefighters, town council members, and planning commissioners, shall receive a no charge on the solid waste fee during their service to the town.

**Town of Apple Valley  
Disbursement Listing  
SBSU Operating - 10/01/2023 to 10/31/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
Google LLC	G10022023	10/02/2023	\$388.00			Purchasing
Superior Technical Solutions LLC	STS10022023	10/02/2023	\$937.27			Purchasing
Chase Paymentech	C10032023	10/03/2023	\$362.35			Purchasing
Buck's Ace Hardware	5564	10/05/2023	\$161.83			Purchasing
Amazon Capital Services	5565	10/05/2023	\$543.19			Purchasing
Farrar, Michael	5566	10/05/2023	\$1,487.50			Purchasing
James R Weeks	5567	10/05/2023	\$375.00			Purchasing
JP Cooke Co.	5568	10/05/2023	\$69.85			Purchasing
Revco Leasing	5569	10/05/2023	\$302.51			Purchasing
South Central Communications	5570	10/05/2023	\$446.90			Purchasing
Washington County Noxious Weed Dept.	5571	10/05/2023	\$508.00			Purchasing
Payroll	1006231200	10/06/2023	\$5,031.87			Paycheck
Payroll	1006231200	10/06/2023	\$6,427.05			Paycheck
Lindhardt, Frank G	5561	10/06/2023	\$784.97			Paycheck
Mortensen, David	5562	10/06/2023	\$23.09			Paycheck
Robertson, Robert Allen	5563	10/06/2023	\$36.94			Paycheck
Internal Revenue Service	EFTPS1006202	10/06/2023	\$2,565.06			Payroll
Utah Retirement Systems	URS10062023	10/06/2023	\$1,129.69			Payroll
XPress Bill Pay	XBP10062023	10/06/2023	\$337.39			Purchasing
Big Plains Water SSD	5572	10/09/2023	\$63,170.57			Purchasing
Washington County Treasurer	5573	10/11/2023	\$1,296.00			Purchasing
Sunrise Engineering Inc.	5574	10/11/2023	\$2,058.00			Purchasing
Big Plains Water SSD	5575	10/11/2023	\$450.75			Purchasing
Timeless Awards Company	TA10112023	10/11/2023	\$9.99			Purchasing
State of Utah-Dept of Commerce	5576	10/12/2023	\$100.38			Purchasing
Tink's Superior Auto Parts	5577	10/12/2023	\$39.24			Purchasing
Rocky Mountain Power	RMP101620	10/16/2023	\$301.49			Purchasing
Adobe	A10172023	10/17/2023	\$239.88			Purchasing
Washington County Solid Waste	5578	10/18/2023	\$5,067.85			Purchasing
Hernandez, Jeshua and Valeria	5579	10/19/2023	\$49.29			Purchasing
Knollwood RV Campground/ Range RV	5580	10/19/2023	\$3,211.54			Purchasing
Wheeler Machinery Co.	5581	10/19/2023	\$3,850.25			Purchasing
TXFR from Operating to Fire account for		10/20/2023	\$2,147.74			JE: 763
Payroll	1020231200	10/20/2023	\$6,052.55			Paycheck
Internal Revenue Service	EFTPS1020202	10/20/2023	\$1,259.82			Payroll
USPS	USPS10202023	10/20/2023	\$264.00			Purchasing
Department of Workforce Services	DWS102323	10/23/2023	\$622.61			Purchasing
Utah State Tax Commission	USTC102323	10/23/2023	\$2,259.96			Payroll
Josey, Walter E.	5582	10/24/2023	\$225.00			Purchasing
CivicPlus LLC	5583	10/24/2023	\$2,082.50			Purchasing
Sunrise Engineering Inc.	5584	10/24/2023	\$1,358.50			Purchasing
Utah Retirement Systems	URS10192023	10/24/2023	\$862.21			Payroll
Zoom Video Communications Inc.	Z10192023	10/24/2023	\$15.99			Purchasing
Little Creek Station	5585	10/25/2023	\$166.60			Purchasing
Shums Coda	5586	10/25/2023	\$7,111.25			Purchasing
Gross, Michael & Jennifer	5587	10/25/2023	\$27.27			Purchasing
Tax1099.com	Tax10242023	10/25/2023	\$4.99			Purchasing
Tax1099.com	Tax1099102420	10/25/2023	\$4.99			Purchasing
TXFR 2023 Qtr 3 Impact fees to PTIF		10/30/2023	\$20,343.79			JE: 765
TXFR 2023 Qtr 3 to Cemetery Perp. 906		10/30/2023	\$300.00			JE: 768
TXFR 2023 Qtr 3 to Cemetery PTIF 9068		10/30/2023	\$300.00			JE: 767
TXFR 2023 Qtr 3 to Storm Drainage PTI		10/30/2023	\$12,453.84			JE: 766
			<b>\$159,627.30</b>		<b>\$0.00</b>	

Town of Apple Valley  
Disbursement Listing  
SBSU Fire - 10/01/2023 to 10/31/2023

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
Basic American Supply	BAS10032023	10/03/2023	\$51.20			Purchasing
Walgreens	W10032023	10/03/2023	\$74.70			Purchasing
Border Store	BS10102023	10/10/2023	\$87.43			Purchasing
Walgreens	W10102023	10/10/2023	(\$37.35)			Purchasing
Home Depot	HD10202023	10/20/2023	\$130.59			Purchasing
Buck's Ace Hardware	ACE10232023	10/23/2023	\$22.98			Purchasing
PCS Communications	PCS10232023	10/23/2023	\$704.00			Purchasing
Home Depot	HD10242023	10/24/2023	\$79.81			Purchasing
Live Action Safety	LAS1032023	10/30/2023	\$225.12			Purchasing
EBay	EBay10272023	10/31/2023	\$111.55			Purchasing
Ticker Car Wash-Hildale	TCW10312023	10/31/2023	\$6.95			Purchasing
			<u>\$1,456.98</u>		<u>\$0.00</u>	

**Town of Apple Valley**  
**Operational Budget Report**  
**10 General Fund - 07/01/2023 to 10/31/2023**  
**33.33% of the fiscal year has expired**

Item 5.

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
3110 General Property Taxes-Current	3,214.64	1,467.04	4,007.56	136,661.00	2.93%
3120 Prior Year's Taxes-Delinquent	0.00	0.00	0.00	8,000.00	0.00%
3130 General Sales and Use Taxes	59,646.74	0.00	34,364.80	196,000.00	17.53%
3140 Energy and Communication Taxes	12,397.15	3,071.11	11,148.22	45,700.00	24.39%
3150 RAP Tax	4,520.19	1,318.48	3,150.61	18,500.00	17.03%
3160 Transient Taxes	4,453.47	0.00	3,567.74	18,000.00	19.82%
3170 Fee in Lieu of Personal Property Taxes	0.00	0.00	0.00	8,400.00	0.00%
3180 Fuel Tax Refund	0.00	0.00	3.08	1,000.00	0.31%
3190 Highway/Transit Tax	5,548.34	0.00	3,863.86	17,100.00	22.60%
<b>Total Taxes</b>	<b>89,780.53</b>	<b>5,856.63</b>	<b>60,105.87</b>	<b>449,361.00</b>	<b>13.38%</b>
<b>Licenses and permits</b>					
3210 Business Licenses	2,263.50	600.00	1,200.00	9,500.00	12.63%
3221 Building Permits-Fee	15,683.38	3,582.69	16,891.63	45,000.00	37.54%
3222 Building Permits-Non Surcharge	2,352.51	574.90	2,571.24	6,750.00	38.09%
3224 Building Permits Surcharge	20.71	4.81	22.52	450.00	5.00%
3225 Animal Licenses	10.00	70.00	110.00	800.00	13.75%
<b>Total Licenses and permits</b>	<b>20,330.10</b>	<b>4,832.40</b>	<b>20,795.39</b>	<b>62,500.00</b>	<b>33.27%</b>
<b>Intergovernmental revenue</b>					
3342 Fire Dept-State Wildland Grant	0.00	0.00	0.00	10,000.00	0.00%
3356 Class "C" Road Allotment	34,456.45	0.00	42,791.27	137,000.00	31.23%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
3374 ARPA Revenue	99,888.00	0.00	0.00	0.00	0.00%
<b>Total Intergovernmental revenue</b>	<b>134,344.45</b>	<b>0.00</b>	<b>42,791.27</b>	<b>148,100.00</b>	<b>28.89%</b>
<b>Charges for services</b>					
3230 Special Event Permit	2,030.00	0.00	150.00	4,500.00	3.33%
3410 Clerical Services	100.70	14.06	80.54	400.00	20.14%
3416 Other Interdepartmental Charges	2,167.07	5,497.16	5,622.16	44,203.00	12.72%
3420 Fire Department Contracts	0.00	0.00	0.00	6,000.00	0.00%
3431 Zoning and Subdivision Fees	3,022.50	(7,000.00)	10,660.00	20,000.00	53.30%
3440 Solid Waste	17,725.82	5,014.71	20,167.69	61,000.00	33.06%
3441 Storm Drainage	14,339.86	4,152.09	16,605.93	49,000.00	33.89%
3461 GRAMA Requests	238.89	0.00	115.00	500.00	23.00%
3470 Park and Recreation Fees	0.00	(225.00)	0.00	100.00	0.00%
3481 Sale of Cemetery Lots	0.00	0.00	300.00	310,500.00	0.10%
3482 Cemetery Perpetual Care	0.00	0.00	300.00	129,300.00	0.23%
3615 Late Charges/Other Fees	87.50	77.03	627.24	2,500.00	25.09%
<b>Total Charges for services</b>	<b>39,712.34</b>	<b>7,530.05</b>	<b>54,628.56</b>	<b>628,003.00</b>	<b>8.70%</b>
<b>Fines and forfeitures</b>					
3510 Fines	1,757.17	886.35	1,185.15	5,000.00	23.70%
<b>Total Fines and forfeitures</b>	<b>1,757.17</b>	<b>886.35</b>	<b>1,185.15</b>	<b>5,000.00</b>	<b>23.70%</b>
<b>Interest</b>					
3610 Interest Earnings	5,899.24	3,537.46	14,923.51	42,200.00	35.36%
<b>Total Interest</b>	<b>5,899.24</b>	<b>3,537.46</b>	<b>14,923.51</b>	<b>42,200.00</b>	<b>35.36%</b>
<b>Miscellaneous revenue</b>					
3640 Sale of Capital Assets	0.00	0.00	7,500.00	0.00	0.00%
3690 Sundry Revenue	13,515.02	1,189.24	2,479.97	5,000.00	49.60%
3692 Fire Department Fundraisers/Donations	1,500.00	90.00	90.00	6,500.00	1.38%
3697 Park Department Fundraisers	0.00	0.00	0.00	800.00	0.00%
3801.1 Impact fees - Fire	2,532.00	0.00	3,128.00	6,800.00	46.00%
3801.3 Impact fees - Roadways	7,980.00	0.00	10,270.00	24,600.00	41.75%
3801.6 Impact fees - Storm Water	5,223.28	0.00	4,325.79	31,000.00	13.95%
3801.7 Impact fees - Parks, Trails, OS	2,175.00	0.00	2,620.00	6,600.00	39.70%
<b>Total Miscellaneous revenue</b>	<b>32,925.30</b>	<b>1,279.24</b>	<b>30,413.76</b>	<b>81,300.00</b>	<b>37.41%</b>
<b>Total Revenue:</b>	<b>324,749.13</b>	<b>23,922.13</b>	<b>224,843.51</b>	<b>1,416,464.00</b>	<b>15.87%</b>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Council</b>					
4111.110 Council/PC Salaries and Wages	5,575.00	1,300.00	7,175.00	21,000.00	34.17%
4111.130 Council/PC Employee benefits	562.56	143.73	593.27	2,400.00	24.72%
4111.210 Council/PC Travel Reimbursement	0.00	0.00	0.00	1,500.00	0.00%



**Town of Apple Valley**  
**Operational Budget Report**  
**10 General Fund - 07/01/2023 to 10/31/2023**  
**33.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4111.220 Council/PC Training	0.00	0.00	0.00	1,500.00	0.00%
4111.610 Council Donations and Discretionary Spending	0.00	0.00	0.00	500.00	0.00%
<b>Total Council</b>	<b>6,137.56</b>	<b>1,443.73</b>	<b>7,768.27</b>	<b>26,900.00</b>	<b>28.88%</b>
<b>Administrative</b>					
4141.110 Admin Salaries and Wages	36,579.85	6,675.89	34,270.19	99,000.00	34.62%
4141.130 Admin Employee Benefits	3,134.81	1,129.20	4,413.58	17,100.00	25.81%
4141.140 Admin Employee Retirement - GASB 68	4,841.40	189.61	1,469.99	7,000.00	21.00%
4141.210 Admin Dues, Subs & Memberships	127.74	2,322.38	2,611.90	5,500.00	47.49%
4141.220 Admin Public Notices	41.95	0.00	0.00	100.00	0.00%
4141.230 Admin Training	696.00	0.00	0.00	1,500.00	0.00%
4141.240 Admin Office/Administrative Expense	7,805.81	1,210.24	3,898.55	8,000.00	48.73%
4141.250 Admin Equipment Expenses	5,486.45	302.51	5,659.12	10,000.00	56.59%
4141.260 Admin Building & Ground Maintenance	2,409.61	513.28	4,689.70	4,500.00	104.22%
4141.270 Admin Utilities	1,250.82	301.49	1,241.15	7,600.00	16.33%
4141.280 Admin Telephone and Internet	3,699.21	443.30	1,769.89	8,100.00	21.85%
4141.290 Admin Postage	1,275.21	264.00	1,065.65	3,700.00	28.80%
4141.320 Admin Engineering Fees	6,123.48	1,498.25	2,567.50	3,500.00	73.36%
4141.330 Admin Legal Fees	14,525.39	2,691.25	14,168.75	50,000.00	28.34%
4141.340 Admin Accounting & Auditing	0.00	0.00	5,493.75	29,400.00	18.69%
4141.350 Admin Building/Zoning/Planning Fees	14,968.87	7,111.25	10,521.25	30,000.00	35.07%
4141.390 Admin Bank Service Charges	15.00	0.00	0.00	200.00	0.00%
4141.410 Admin Insurance	11,895.25	100.00	12,703.16	16,000.00	79.39%
4141.490 Admin Travel Reimbursements	885.20	38.58	246.28	1,500.00	16.42%
4141.500 Admin Weed Abatement	0.00	0.00	508.00	1,500.00	33.87%
4141.610 Bad Debt Expense	268.84	0.00	0.00	250.00	0.00%
4141.740 Admin Capital Outlay	0.00	0.00	1,860.19	0.00	0.00%
4170 Elections	0.00	1,296.00	1,296.00	1,500.00	86.40%
<b>Total Administrative</b>	<b>116,030.89</b>	<b>26,087.23</b>	<b>110,454.60</b>	<b>305,950.00</b>	<b>36.10%</b>
<b>Total General government</b>	<b>122,168.45</b>	<b>27,530.96</b>	<b>118,222.87</b>	<b>332,850.00</b>	<b>35.52%</b>
<b>Public safety</b>					
<b>Police</b>					
4210.110 Police Salaries & Wages/Contract	7,500.00	3,750.00	3,750.00	15,000.00	25.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
<b>Total Police</b>	<b>7,500.00</b>	<b>3,750.00</b>	<b>3,750.00</b>	<b>15,100.00</b>	<b>24.83%</b>
<b>Fire</b>					
4220.110 Fire Salaries & Wages	11,153.92	3,784.70	17,474.96	67,200.00	26.00%
4220.130 Fire Employee Benefits	2,727.53	403.07	1,450.53	13,600.00	10.67%
4220.135 Fire Employee Retirement - GASB 68	0.00	630.92	2,849.22	8,100.00	35.18%
4220.140 Fire Contract Wages	0.00	0.00	0.00	4,500.00	0.00%
4220.145 Fire Contract Benefits	0.00	0.00	0.00	525.00	0.00%
4220.150 Fire Contract Expense	0.00	0.00	0.00	1,500.00	0.00%
4220.210 Fire Dues, Subscriptions & Memberships	0.00	0.00	0.00	600.00	0.00%
4220.230 Fire Travel, Mileage & Cell	0.00	50.00	200.00	600.00	33.33%
4220.240 Fire Office & Other Expenses	29.99	0.00	447.78	500.00	89.56%
4220.250 Fire Equipment Maintenance & Repairs	731.17	73.46	1,517.35	11,000.00	13.79%
4220.360 Fire Training	0.00	0.00	150.00	13,100.00	1.15%
4220.450 Fire Small Equip/Supplies	1,725.65	1,157.83	12,026.83	15,000.00	80.18%
4220.460 Fire Supplies-Fundraisers	0.00	130.59	130.59	500.00	26.12%
4220.465 Fire Gear	0.00	0.00	31.99	15,000.00	0.21%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	142.62	185.43	3,900.21	4,000.00	97.51%
4220.610 Fire Principal	4,282.61	0.00	0.00	0.00	0.00%
4220.620 Fire Interest	205.99	0.00	0.00	0.00	0.00%
<b>Total Fire</b>	<b>20,999.48</b>	<b>6,416.00</b>	<b>40,179.46</b>	<b>170,725.00</b>	<b>23.53%</b>
<b>Total Public safety</b>	<b>28,499.48</b>	<b>10,166.00</b>	<b>43,929.46</b>	<b>185,825.00</b>	<b>23.64%</b>
<b>Highways and public improvements</b>					
<b>Highways</b>					
4410.110 Road Wages and Contract Labor	270.00	120.20	763.20	15,200.00	5.02%
4410.130 Road Employee Benefits	20.66	9.42	59.10	1,750.00	3.38%
4410.270 Road Flood Damage	3,000.81	0.00	0.00	2,000.00	0.00%
4410.380 Road Department Services	2,154.20	0.00	0.00	2,500.00	0.00%
4410.450 Road Department Supplies	7,803.14	0.00	6,104.65	45,000.00	13.57%
4410.550 Road Equipment Maintenance	1,117.60	0.00	0.00	2,500.00	0.00%
4410.560 Road Equipment Fuel	496.00	0.00	1,421.61	5,000.00	28.43%

**Town of Apple Valley**  
**Operational Budget Report**  
**10 General Fund - 07/01/2023 to 10/31/2023**  
**33.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4410.810 Road Principal	37,307.43	0.00	35,000.00	35,000.00	100.00%
4410.820 Road Interest	29,204.94	0.00	28,121.65	28,150.00	99.90%
4415.110 Public Works Wages and Contract Labor	2,817.00	2,524.68	16,956.93	30,300.00	55.96%
4415.130 Public Works Employee Benefits	264.58	350.32	1,465.80	9,400.00	15.59%
4415.140 Public Works Employee Retirement - GASB 68	0.00	454.24	1,545.53	8,100.00	19.08%
4415.450 Public Works Supplies	2,137.36	1,093.80	9,230.40	6,000.00	153.84%
4415.550 Public Works Equipment Maintenance	1,338.08	4,301.00	7,623.31	3,000.00	254.11%
4415.560 Public Works Equipment Fuel	548.46	68.60	1,702.24	2,000.00	85.11%
4415.570 Public Works Travel, Mileage, Cell	77.51	50.00	673.17	500.00	134.63%
4415.610 Public Works Storm Drainage	0.00	0.00	666.55	5,000.00	13.33%
4415.615 Storm Drainage Improvements	0.00	(310.00)	1,147.14	0.00	0.00%
4415.710 Public Works Principal	15,479.43	0.00	0.00	0.00	0.00%
4415.720 Public Works Interest	580.57	0.00	0.00	0.00	0.00%
4415.740 Public Works Capital Outlay	11,000.00	0.00	17.37	9,000.00	0.19%
<b>Total Highways</b>	<b>115,617.77</b>	<b>8,662.26</b>	<b>112,498.65</b>	<b>210,400.00</b>	<b>53.47%</b>
<b>Sanitation</b>					
4420.460 Solid Waste Service	13,865.16	5,067.85	15,200.21	60,000.00	25.33%
<b>Total Sanitation</b>	<b>13,865.16</b>	<b>5,067.85</b>	<b>15,200.21</b>	<b>60,000.00</b>	<b>25.33%</b>
<b>Total Highways and public improvements</b>	<b>129,482.93</b>	<b>13,730.11</b>	<b>127,698.86</b>	<b>270,400.00</b>	<b>47.23%</b>
<b>Parks, recreation, and public property</b>					
<b>Parks</b>					
4540.110 Park/Rec Wages and Contract Labor	4,563.00	192.32	1,698.82	5,100.00	33.31%
4540.130 Park/Rec Employee Benefits	349.07	15.06	130.77	600.00	21.80%
4540.250 Park/Rec Department Expenses	272.62	51.20	187.78	1,000.00	18.78%
4540.460 Park/Rec Community Events Supplies	746.74	0.00	1,450.12	4,000.00	36.25%
<b>Total Parks</b>	<b>5,931.43</b>	<b>258.58</b>	<b>3,467.49</b>	<b>10,700.00</b>	<b>32.41%</b>
<b>Cemetery</b>					
4590.470 Cemetery Capital Outlay	0.00	91.89	148.85	0.00	0.00%
<b>Total Cemetery</b>	<b>0.00</b>	<b>91.89</b>	<b>148.85</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Parks, recreation, and public property</b>	<b>5,931.43</b>	<b>350.47</b>	<b>3,616.34</b>	<b>10,700.00</b>	<b>33.80%</b>
<b>Transfers</b>					
4804 Transfer to Fund Balance	0.00	0.00	0.00	92,889.00	0.00%
4805 Transfer to Capital Projects	0.00	0.00	0.00	265,000.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	6,800.00	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	24,600.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	31,000.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,600.00	0.00%
4812 Transfer to Assigned Balance - Perpetual Care	0.00	0.00	0.00	129,300.00	0.00%
4813 Transfer to Assigned Balance - Cemetery Funds	0.00	0.00	0.00	60,500.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>616,689.00</b>	<b>0.00%</b>
<b>Total Expenditures:</b>	<b>286,082.29</b>	<b>51,777.54</b>	<b>293,467.53</b>	<b>1,416,464.00</b>	<b>20.72%</b>
<b>Total Change In Net Position</b>	<b>38,666.84</b>	<b>(27,855.41)</b>	<b>(68,624.02)</b>	<b>0.00</b>	<b>0.00%</b>

**Town of Apple Valley**  
**Operational Budget Report**  
**41 Capital Projects Fund - 07/01/2023 to 10/31/2023**  
**33.33% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Intergovernmental revenue</b>					
3340 Grant Revenues	0.00	0.00	0.00	3,320,000.00	0.00%
3341 Grant Revenues-Fire	0.00	0.00	0.00	410,000.00	0.00%
<b>Total Intergovernmental revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,730,000.00</b>	<b>0.00%</b>
<b>Contributions and transfers</b>					
3810 Transfer from General fund	0.00	0.00	0.00	540,000.00	0.00%
<b>Total Contributions and transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>540,000.00</b>	<b>0.00%</b>
<b>Total Revenue:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,270,000.00</b>	<b>0.00%</b>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Administrative</b>					
4141.740 Capital Outlay Expenses	19,160.14	1,926.48	13,726.37	0.00	0.00%
<b>Total Administrative</b>	<b>19,160.14</b>	<b>1,926.48</b>	<b>13,726.37</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total General government</b>	<b>19,160.14</b>	<b>1,926.48</b>	<b>13,726.37</b>	<b>0.00</b>	<b>0.00%</b>
<b>Public safety</b>					
<b>Fire</b>					
4220.740 Fire Capital Outlay	0.00	0.00	0.00	450,000.00	0.00%
<b>Total Fire</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>	<b>0.00%</b>
<b>Total Public safety</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>	<b>0.00%</b>
<b>Highways and public improvements</b>					
<b>Highways</b>					
4410.740 Road Capital Outlay	0.00	0.00	0.00	1,050,000.00	0.00%
4415.740 Public Works Capital Outlay	0.00	0.00	0.00	2,520,000.00	0.00%
<b>Total Highways</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,570,000.00</b>	<b>0.00%</b>
<b>Total Highways and public improvements</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,570,000.00</b>	<b>0.00%</b>
<b>Parks, recreation, and public property</b>					
<b>Cemetery</b>					
4590.470 Cemetery Capital Outlay	0.00	56.96	376.41	250,000.00	0.15%
<b>Total Cemetery</b>	<b>0.00</b>	<b>56.96</b>	<b>376.41</b>	<b>250,000.00</b>	<b>0.15%</b>
<b>Total Parks, recreation, and public property</b>	<b>0.00</b>	<b>56.96</b>	<b>376.41</b>	<b>250,000.00</b>	<b>0.15%</b>
<b>Total Expenditures:</b>	<b>19,160.14</b>	<b>1,983.44</b>	<b>14,102.78</b>	<b>4,270,000.00</b>	<b>0.33%</b>
<b>Total Change In Net Position</b>	<b>(19,160.14)</b>	<b>(1,983.44)</b>	<b>(14,102.78)</b>	<b>0.00</b>	<b>0.00%</b>



# APPOINTMENT FOR THE APPLE VALLEY BOARD OF CANVASSERS

111 E Tabernacle St, St George, UT 84770  
Tuesday, September 19, 2023 at 8:30 AM

## MINUTES

**Mayor** | Frank Lindhardt |

**Council Members** | Barratt Nielson | Kevin Sair | Robin Whitmore | Jarry Zaharias |

**Appointment for the Apple Valley Board Of Canvassers at the Washington County Office at 111 E Tabernacle St, St George, UT 84770 on Tuesday September 19, 2023 at 8:30 a.m.**

**PRESENT**

- Council Member Jarry Zaharias
- Council Member Robin Whitmore
- Council Member Kevin Sair

Date Approved: \_\_\_\_\_

Approved BY: \_\_\_\_\_

Mayor | Frank G. Lindhardt

Attest BY: \_\_\_\_\_

Town Clerk/Recorder | Jenna Vizcardo



## APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, September 20, 2023 at 6:00 PM

### MINUTES

**Mayor** | Frank Lindhardt |

**Council Members** | Barratt Nielson | Kevin Sair | Robin Whitmore | Jarry Zaharias |

**CALL TO ORDER**- Mayor Lindhardt called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**- Council Member Whitmore led pledge of allegiance.

**PRAYER**- Prayer offered by Council Member Zaharias.

#### ROLL CALL

##### PRESENT

Mayor Frank Lindhardt

Council Member Kevin Sair

Council Member Robin Whitmore

Council Member Jarry Zaharias

##### ABSENT

Council Member Barratt Nielson

#### DECLARATION OF CONFLICTS OF INTEREST

None declared.

#### MAYOR'S TOWN UPDATE

Mayor Lindhardt commented that he talked to the Hurricane City professional planning staff on upcoming changes in the legislation in January for land use. He continued, the Planning Commission will take preliminary plat applications and those applications will not go to Town Council for approval. This will add more pressure on planning commission members and it will be imperative to follow the advisement from our professional planning staff with Shums Coda Associates.

#### PUBLIC COMMENTS

Stewart Riding, Apple Valley, UT. He commented on the accessory building ordinance and the referendum turning it down. The voters have spoken and should be respected for several years, 5-7 years. The signers were offered a compromise and they failed to come to the table. Asked, if possible, to have police office to enforce traffic on the highway. Asked if we can have correspondence on bulk mailers and flip side make comments and mail back. Also, the possibility of having a closed town center with a gym.

Mayor Lindhardt commented that the accessory building amendment recommended by the Planning Commission recently will not be brought forth to Town Council this year. He continued, the new administration can decide if they want to pick it up or not. Also, he has spoken with the area manager of UDOT where the accident was recently on highway 59 for road repairs and they completed that.

Janet Prentice, Apple Valley, UT. She commented to ask UDOT to lengthen the no passing zone coming over that hill.

Terry Riding, Apple Valley, UT. She commented that 3 weeks ago there were bike races going on in the area. Why are there not signs so the people that live in this area are aware.



## APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
 Wednesday, September 20, 2023 at 6:00 PM

### MINUTES

Council Member Zaharias commented about contacting the State about eliminating any races on highway 59.

Annie Spendlove, Apple Valley, UT. She commented that she would like to reiterate that UDOT needs to re-evaluate the road, we need shoulders and passing lanes need to be reassessed. She also commented on the locations of the school bus stops in the Cedar Point/Bubbling Wells area. They pick up at Amie's driveway and drop off at Leanna's driveway. She would also like to address the firetruck that is on the agenda and all the maintenance that has been done. Old equipment maintained can be very reliable.

The Council discussed speaking with the school district about changing location for safety and the possibility of changing to the Cedar Point roundabout.

#### DISCUSSION AND POSSIBLE ACTION

**1. Application To Appear Before Town Council: Dan Tygard/Knollwood RV Park/Range RV, Purpose of Request: Impact Fee Payoff Plan.**

Mayor Lindhardt commented that the applicant requested this to be tabled for a future date. He continued, the owner will come in with an amended site plan application and this way he can lower impact fees and water shares according to the Town Ordinances. Removed from the agenda.

**2. Consider Approval of Fire Truck Purchase.**

Fire Chief Michael Gross discussed agenda items two and three. He continued, this is a second run truck and it is allowable per the NFP standards. We have a lack of service in the Cedar Point/Bubbling Wells because we are more than 5 miles from any fire station. This engine came from Dammeron Valley and it has all the maintenance records. The ISO insurance requires three years of record. It will need some repairs and maintenance as needed. Also, it comes with a suction hose that we were pending buying. We as well are getting 12 handheld matching radios. For firefighters simple is better. The radios alone are \$1,200 each. The fire department is also trying to find a temporary location to store the apparatus with a roof and heat. We sold a water tender that has been sitting in a repair shop for years along with a dump truck for \$7,500.00. The Town Administrator Jauna McGinnis asked the Fire Chief about the other truck. He confirmed it will be put out for public auction and believes it will go for \$5-8,000. The ISO insurance rating was discussed that comes up in March and a fire hydrant testing group is part of the ISO rating. He also discussed getting the Wildland Mitigation Advisory Board in motion and volunteers will be needed for the board. It is not a policing group and/or to go out and argue with the neighbors. It's to benefit the community in a fashion that is kind. As wildland fire firefighters we triage homes. The triage portions take place in an emergency and the board is for preplanning. The Chief commented, please reach out, he can take help anywhere. The Chief discussed the EMT certification and the program he is getting in place. He continued, last night we were gifted medical bags and they have been mingling with all the people out there. We need help; we are in a position where we are growing, we don't have the services, and we want to provide them. This agreement would be made with the controlling body (Hildale) to allow us to do basic EMT services in our area. Our Town Lawyer wrote the agreement and approved it. The Fire Chief would like to help and give back to their kindness (Hildale).



## APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, September 20, 2023 at 6:00 PM

### MINUTES

This is a team effort. The council thanked the Chief. The Chief commented to the community if you have any questions day or night please call and he is available. This allows us to do basic life services and we are not transporting patients.

**MOTION:** Council Member Whitmore motioned that we approve the purchase of the fire truck for \$7,000.00 dollars.

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 3. Consider Approval of EMS MOU.

**MOTION:** Mayor Lindhardt motioned that we approve the Memorandum of Understanding between Hildale and Apple Valley.

**SECOND:** The motion was seconded by Council Member Sair.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 4. Consider Approval of Appointing an Events Committee Member, Resolution-R-2023-30.

**MOTION:** Council Member Whitmore motioned that we approve Resolution-R-2023-30 appointing an additional Events Committee Member, of being Linda Noyes.

**SECOND:** The motion was seconded by Council Member Sair.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:



## APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, September 20, 2023 at 6:00 PM

### MINUTES

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 5. Consider Approval of Appointing an Alternate Planning Commission Member, Resolution-R-2023-31.

**MOTION:** Council Member Zaharias motioned to approve Resolution-R-2023-31, Alternate Planning Commission Member, Annie Spendlove.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

Town Clerk/Recorder Jenna Vizcardo administered the Oath of Office to Annie Spendlove.

#### 6. Consider Approval to Amend Title 10.02.110 Enforcement, Ordinance-O-2023-33.

\*Planning Commission recommended approval on August 30, 2023.

Mayor Lindhardt commented that this is already in State law.

**MOTION:** Council Member Whitmore motioned that we adopt Ordinance-O-2023-33 as amended, 10.02.110 Enforcement, Entrance Upon Land.

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Abstain  
Council Member Whitmore - Aye





## APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, September 20, 2023 at 6:00 PM

### MINUTES

Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was three aye and one abstain and the motion carried.

#### 7. Consider Approval to Amend Fee Schedule, Resolution-R-2023-29.

Town Administrator Jauna McGinnis discussed that she had a meeting with Shum Coda Associates, analyzing what they would be charging on these items. She continued, this amendment is after the meeting, to cover the services and to make sure we are not losing funds. We should not be losing funds on developers' requests. Mayor Lindhardt reviewed the amendment presented in the agenda packet.

**MOTION:** Council Member Zaharias motioned that we approve the Amended Fee Schedule, Resolution-R-2023-29.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### CONSENT AGENDA

8. Disbursement Listing for August 2023.
9. Budget Report for Fiscal Year 2023 through August 2023.
10. Minutes: July 19, 2023.
11. Minutes: August 16, 2023.

Council Member Sair asked the Town Administrator, Jauna McGinnis, what PCS Communications was on the Disbursement Listing. She answered that was fire equipment. Council Member Sair commented on the building maintenance is 91% due to swamp coolers being replaced. Also, discussed the re-classification of public works due to capital outlay projects.



## APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, September 20, 2023 at 6:00 PM

### MINUTES

**MOTION:** Council Member Whitmore motioned that we approve the Consent Agenda, with the August 2023 Disbursement Listing, the August 2023 Budget Report for the Town of Apple Valley, the draft minutes from 7.19.23 Council Meeting, and the draft minutes from the Town Council meeting from August 16, 2023.

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

### REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Council Member Sair discussed the dumpsters will be available on Saturday and Sunday, October 7<sup>th</sup> and 8<sup>th</sup> from 10am-4pm by the fire station behind the locked gates. Apple Valley residents will have priority. Council Member Sair also commented that all equipment has been paid for so with that said he would like to discuss the possibility of a mini-ex and dump trailer purchase for public works on a loan. Also, would be used to haul the excavator. Discussion only.

### REQUEST FOR A CLOSED SESSION

No request.

### ADJOURNMENT

**MOTION:** Council Member Whitmore motioned to adjourn the meeting.

**SECOND:** The motion was seconded by Council Member Sair.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.



**APPLE VALLEY TOWN COUNCIL MEETING**  
1777 N Meadowlark Dr, Apple Valley  
Wednesday, September 20, 2023 at 6:00 PM

**MINUTES**

The meeting was adjourned at 7:17 p.m.

Date Approved: \_\_\_\_\_

Approved BY: \_\_\_\_\_

Mayor | Frank G. Lindhardt

Attest BY: \_\_\_\_\_

Town Clerk/Recorder | Jenna Vizcardo

DRAFT



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

**Mayor** | Frank Lindhardt |

**Council Members** | Barratt Nielson | Kevin Sair | Robin Whitmore | Jarry Zaharias |

**CALL TO ORDER-** Mayor Lindhardt called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE-** Resident Stewart Riding led pledge of allegiance.

**PRAYER-** Prayer offered by resident Britta Nielson.

#### ROLL CALL

#### PRESENT

Mayor Frank Lindhardt

Council Member Kevin Sair

Council Member Robin Whitmore

Council Member Barratt Nielson

Council Member Jarry Zaharias

#### DECLARATION OF CONFLICTS OF INTEREST

None declared.

#### MAYOR'S TOWN UPDATE

Mayor Lindhardt discussed that the public commenters are not required to give their address. The clerk will not be writing down addresses in the minutes.

#### PUBLIC HEARING

1. **Consider Approval to Amend Title 12.02.040 Adoption Of Codes By Reference, Ordinance-O-2023-35.**

Mayor Lindhardt opened the public hearing.

Fire Chief Michael Gross discussed this amendment as following the Utah state code and WUI code. Town Administrator Jauna McGinnis commented this is a cleanup of the ordinance and this will be following State code for any changes. The snow load information was also added.

No public comments.

Mayor Lindhardt closed the public hearing.

#### PUBLIC COMMENTS

No public comments.

#### DISCUSSION AND POSSIBLE ACTION

2. **Consider Approval to Amend Title 12.02.040 Adoption Of Codes By Reference, Ordinance-O-2023-35.**



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

**MOTION:** Council Member Nielson motioned that we adopt Ordinance-O-2023-35, 12.02.040 Adoption of Codes by Reference amendment.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

### 3. Consider Approval of Impact Fee Payoff for Dan Tygard.

Applicant Dan Tygard commented he sent a proposal to the Town Council and it is included in the agenda packet. Dan Tygard commented that this month has a 60% occupancy rate. This payoff proposal would be huge for them and ensure the Town gets a majority of the impact fees owed. Mayor Lindhardt commented that this was tabled previously to work out the water right agreement. Chairman Nielson commented the water right agreement is being finalized with the Big Plains Water SSD.

**MOTION:** Council Member Nielson motioned that we approve the payoff the Knollwood RV payoff amount of \$130,000 total for his impact fees with credit for what he has already paid.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

**4. Consider Approval of Preliminary Plat Application for Crimson Peaks subdivision. Agent: Travis Holm, Scout Holm.**

**\*Planning Commission recommended approval on 10/4/2023 with conditions.**

Mayor Lindhardt commented currently on the preliminary plat presented, we are approving the plan of the subdivision and from there each phase will be brought in for approval to the Town Council. Except starting next year, it will not be with the Town Council. Preliminary plat applications will either go to the Planning Commission or staff due to the new changes. Town Council will have zone change approval in planning and zoning.

Mayor Lindhardt commented that if we give approval tonight it should be subject to approval of wastewater with Ash Creek SSD. He continued, that water needs to be approved through Big Plains Water SSD and some of the things to be aware of are looping the water line in the phases so you don't end up with dead end water lines that create work and/or potential problems. Also, streets for fire safety code with turn arounds. They will be required to construct the road that goes from their subdivision down to Highway 59. (The secondary road for phasing.) Mayor Lindhardt asked what the plan is for the well as it is an abandoned well. Karl Rasmussen, the Engineer for the applicant answered we either get with the State and grout it in or designate as an abandoned well. He discussed a community sewer, common amenities, and CCRs. Mayor Lindhardt discussed UDOT and Karl Rasmussen commented about a design meeting with UDOT.

Mayor Lindhardt reviewed the Planning Commission recommendation presented in the agenda packet. He continued; the water acknowledgment of water supply was signed by the applicant. The pivots that are currently on were discussed, that they use more water than a subdivision. The developer is not required to bring paper water and impact fees are paid at the time of building permit.

**MOTION:** Mayor Lindhardt motioned that we approve their preliminary plat as presented. Subject to that they make the road improvements as required to give access to their property all the way down to Highway 59. That they work the turning lanes out with UDOT. That they get the necessary approval from Ash Creek and the State for their sewer treatment facility for their subdivision. That they work the water out with Big Plains Water District, and build the roads and bridges as per the Town's Design Standards. Clubhouse when that time comes make a determination. But the storm drainage system and all the roads will meet our Town's Standards and be approved by our Engineer. And in that water, work out the loop, make sure that the Big Plains Water District is happy with you.

**SECOND:** The motion was seconded by Council Member Nielson.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

**5. Consider Approval for Preliminary Plat Application for West Temple Village Subdivision. Owner: Holm House LLC -Travis Holm, Agent: Matt Loo.**

**\*Planning Commission recommended approval on 10/4/2023 with conditions.**

Karl Rasmussen, the Engineer for the applicant discussed each of the subdivisions we are proposing are to have sidewalks and curb/gutter that go into people's lots. He continued, the Planning Commission staff discussed a different layout with more driveways and a collector road. We changed the roads going east/west to north/south and one parallel road. Phase 5 recommendation is to have circular drives. Offsite improvements discussed. Discussed refunding 50% of the cost of the acceleration for the RV Park. Temporary and emergency access discussed. The sewer project was discussed and working with Ash Creek SSD. Mayor Lindhardt asked the applicant/agent about the wells on the plat because there are two very good functioning wells. The Engineer commented to add to the motion that we investigate and work with Big Plains on the wells.

**MOTION:** Mayor Lindhardt motioned that we approve this preliminary plat for the West Temple subdivision. Subject to of course they get UDOT approvals, get that worked out with access. None of the commercial lots will have direct access to Highway 59. The large lots that are in the west end that they are required to have circular drives because this is a collector road so they can't back out to the road. That they refund the RV Park 50% of the cost of putting that acceleration lane in. They get Ash Creek approvals for their and State approvals for their sewer treatment. Big Plains approval for their water treatment system, including loops. And the temporary road that will come with their plat. That the developer works with the Big Plains Water District pertaining to the two wells that are on the property for possible turning over to the District. That they put in the necessary detention areas as they have on their plan. They work with Rocky Mountain Power to meet their standards. That they improve the roads possibly widened or whatever is required by engineering at the bus stop and striping there. And follow the Design Standards of the Town for all the roads, etc. and of course Design Standards for all the other entities.

**SECOND:** The motion was seconded by Council Member Whitmore.



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 6. Consider Approval of Appointment of a Public Works Director, Resolution-R-2023-32.

Town Administrator Jauna McGinnis commented that we have not had a public works director since 2018 and feels valuable to put Trevor as the public works director.

**MOTION:** Council Member Nielson motioned we approve Resolution-R-2023-32, appointing a Public Works Director.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 7. Consider Approval to Amend Title 11.02.190 Grading Permit By Exception, Ordinance-O-2023-31.

**\*Planning Commission recommended approval on 10/4/2023.**

**MOTION:** Council Member Whitmore motioned that we adopt the amendment to Ordinance 2023-31, 11.02.190.

**SECOND:** The motion was seconded by Council Member Nielson.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:





## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

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Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

**8. Consider Approval to Amend Title 10.28.310 Grading And Grubbing Of Vacant Lots, Ordinance-O-2023-32.**

**\*Planning Commission recommended approval on 10/4/2023.**

**MOTION:** Council Member Whitmore motioned that we adopt the amendment to Ordinance 2023-32, 10.28.310 Grading And Grubbing Of Vacant Lots.

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

**9. Consider Approval to Amend Title 10.18.020 Residential Lots; Access, Ordinance-O-2023-34.**

**\*Planning Commission recommended approval on 10/4/2023.**

**MOTION:** Council Member Nielson motioned we adopt Ordinance-O-2023-34 amendment to 10.18.020 Residential Lots; Access with the change under Section A that it will read "minimum size diameter of 18" or larger as required by the Town or Building Official."

**SECOND:** The motion was seconded by Council Member Whitmore.



# APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

## MINUTES

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

- Council Member Sair - Aye
- Council Member Whitmore - Aye
- Council Member Zaharias - Aye
- Council Member Nielson - Aye
- Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

**10. Consider Approval of Amending the Personnel Policy and Procedures Manual, Resolution-R-2023-33.**

Town Administrator Jauna McGinnis commented that this amendment is adding a vehicle policy and updating the holidays in the policy and procedures manual.

**MOTION:** Council Member Nielson motioned that we approve Resolution-R-2023-33, amended Personnel Policy and Procedures Manual amendment.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

- Council Member Sair - Aye
- Council Member Whitmore - Aye
- Council Member Zaharias - Aye
- Council Member Nielson - Aye
- Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

**11. Consider Approval of Residential Solid Waste Disposal Fee Increase, Resolution-R-2023-34.**

**MOTION:** Council Member Whitmore motioned that we approve Resolution 2023-34, Residential Solid Waste Disposal Fee Increase, effective January 1, 2024.

**SECOND:** The motion was seconded by Council Member Nielson.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 12. Consider Approval to Amend Fee Schedule, Resolution-R-2023-35.

Mayor Lindhardt commented that the fees will be waived for political fees of the meeting room at the Town's discretion. After civic functions will add "specific to Apple Valley."

**MOTION:** Council Member Whitmore motioned that we approve Resolution 2023-35, Fee Schedule Amendment, with the addition of under special fees, special fees or exceptions to payment may be granted by the Town Council for local nonprofit organizations or civic functions, "specific to Apple Valley."

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a Roll Call vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

#### 13. Discussion on Declaration of Law and Duty Regarding Unconstitutional Government Surveillance.

The Council discussed this agenda item presented in the agenda packet.

**MOTION:** Mayor Lindhardt motioned that we ask Jenna to take the lead and see if we can turn this beautifully written document into a motion that we can adopt.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a vote:



# APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

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Wednesday, October 18, 2023 at 6:00 PM

## MINUTES

- Council Member Sair - Aye
- Council Member Whitmore - Aye
- Council Member Zaharias - Aye
- Council Member Nielson - Aye
- Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

### CONSENT AGENDA

- 14. Disbursement Listing for September 2023.
- 15. Budget Report for Fiscal Year 2023 through September 2023.

**MOTION:** Council Member Nielson motioned that we approve the Disbursement Listing for September 2023 and the Budget Report for Fiscal Year 2023 through September 2023.

**SECOND:** The motion was seconded by Council Member Whitmore.

**VOTE:** Mayor Lindhardt called for a vote:

- Council Member Sair - Aye
- Council Member Whitmore - Aye
- Council Member Zaharias - Aye
- Council Member Nielson - Aye
- Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.

### APPROVAL OF MINUTES

- 16. Minutes: September 19, 2023

**MOTION:** Council Member Whitmore motioned that we approve the minutes from September 19, 2023.

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a vote:



## APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

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Wednesday, October 18, 2023 at 6:00 PM

### MINUTES

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Abstain  
Mayor Lindhardt - Abstain

The vote was three aye and two abstain and the motion carried.

#### REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Maintenance of the backhoe: Council Member Sair discussed the backhoe was due for a 1,000-hour service, and the necessary fuel-related tasks were completed, with a plan in place for road repair by the Gooseberry Lodges.

Planning and Zoning: Mayor Lindhardt discussed Pat Melfis' subdivision project was working in collaboration with Ash Creek SSD. He also discussed a proposed development agreement for an upcoming project, having met with the relevant parties and their attorney. The agreement aimed to adhere to design standards. This will be coming to the Town Council soon.

#### REQUEST FOR A CLOSED SESSION

No request.

#### ADJOURNMENT

**MOTION:** Council Member Whitmore motioned to adjourn the meeting.

**SECOND:** The motion was seconded by Council Member Zaharias.

**VOTE:** Mayor Lindhardt called for a vote:

Council Member Sair - Aye  
Council Member Whitmore - Aye  
Council Member Zaharias - Aye  
Council Member Nielson - Aye  
Mayor Lindhardt - Aye

The vote was unanimous and the motion carried.



# APPLE VALLEY TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, October 18, 2023 at 6:00 PM

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## MINUTES

The meeting was adjourned at 7:53 p.m.

Date Approved: \_\_\_\_\_

Approved BY: \_\_\_\_\_

Mayor | Frank G. Lindhardt

Attest BY: \_\_\_\_\_

Town Clerk/Recorder | Jenna Vizcardo

DRAFT