



TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 21, 2025 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 21, 2025**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Michael Farrar

Council Members | Kevin Sair | Annie Spendlove | Scott Taylor | Richard Palmer

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/82661513795>

if the meeting requests a password use 1234

To call into meeting, dial (253) 215 8782 and use Meeting ID 826 6151 3795

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

MAYOR'S TOWN UPDATE

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

PUBLIC HEARING

1. Discussion and hearing for \$50,000 grant funding request to the Community Impact Board (CIB), \$50,000 match from the Town. Request is for a new / revised Impact Fee Facilities Plan to address growth related adjustments. Updates may include revisions in the following areas: Fire / EMS, Public Safety, Storm Drainage, Roads, Public Works, and Parks and Recreation.
2. Ordinance O-2025-19: Amend Title 5.09.030 Special Events - Permit Required.

DISCUSSION AND ACTION

3. CIB Grant Application: Discussion and hearing for \$50,000 grant funding request to the Community Impact Board (CIB), \$50,000 match from the Town. Request is for a new / revised Impact Fee Facilities Plan to address growth related adjustments. Updates may include revisions in the following areas: Fire / EMS, Public Safety, Storm Drainage, Roads, Public Works, and Parks and Recreation.
4. Ordinance O-2025-19: Amend Title 5.09.030 Special Events - Permit Required.
5. Resolution R-2025-08: Adoption of the Tentative FY 2026 Budget and Setting a Public Hearing on the FY 2026 Annual Budget for June 18, 2025.
6. Resolution R-2025-09 Amend Cash Receipting And Deposit Policy.

7. Ordinance O-2025-17: Approval of Zone Change from Open Space Transition (OST) to Rural Estates 1 Acre (RE-1.0) for the Gooseberry Springs Ranch Development, affecting parcels AV-2165, AV-2184, and AV-2182.

*Planning Commission recommend approval on May 14, 2025.

8. Ordinance O-2025-18: Adopt Title 10.42 Beekeeping Regulations.

*Planning Commission recommended approval on May 14, 2025.

9. Ordinance O-2025-20: An Ordinance Amending the Town of Apple Valley General Plan Map.

*Planning Commission recommended approval on May 14, 2025.

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.

10. Minutes: April 16, 2025 - Town Council Hearing and Meeting.

11. Minutes: April 23, 2025 - Special Town Council Meeting.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

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.

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.

**APPLE VALLEY
ORDINANCE O-2025-19**

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

SECTION 1: **AMENDMENT** “5.09.030 Permit Required” of the Apple Valley Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.09.030 Permit Required

A. It is unlawful for any person, corporation, partnership, association or other entity, public or private, to promote, advertise or hold a special event without first obtaining a special event permit.

B. The following shall also be exempt from the special event permit requirement:

1. Events organized and conducted by a committee, group, or program that is:

a. Sponsored, sanctioned, or formally recognized by the Town of Apple Valley; and

b. Operating under the general oversight of the Town Council, Mayor, or a designated Town department.

2. Events conducted for public, educational, charitable, or community benefit, and not for commercial profit.

3. Events that do not materially impact public safety, traffic flow, or municipal services beyond normal operational levels.

This exemption does not apply to events hosted by private individuals or entities not affiliated with the Town, nor to events conducted on private property that would otherwise require a permit under this chapter.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from May 21, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL
_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



RESOLUTION NO. R-2025-08

ADOPTION OF THE TENTATIVE FISCAL BUDGET FOR THE FISCAL YEAR 2026

WHEREAS, the Town of Apple Valley is required to adopt an annual budget for the expenditure of certain of the Town's funds pursuant to the Uniform Fiscal Procedures Act for Utah Towns (the "Act"); and

WHEREAS, the Town of Apple Valley is required to adopt a tentative budget to be in compliance with the Act's provisions and by setting and conducting a public hearing on the Fiscal Year End 2026 Annual Budget; and

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 21st day of May 2025, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Apple Valley to adopt a tentative Fiscal Year End 20256 Annual Budget as provided by the Act, attached hereto as Exhibit A, including all schedules thereto and set a hearing date of June 18, 2025.

PASSED this 21st day of May 2025.

PRESIDING OFFICER

Michael Lee Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Town of Apple Valley

FY2026 Tentative Budget - May 21, 2025

Actual as of March
31. Needs updated
for FYE by June 22.

	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
10 GENERAL FUND						
REVENUE						
Taxes						
3110 General Property Taxes-Current	136,103	140,189	136,661	160,000	165,412	195,000
3120 Prior Year's Taxes-Delinquent	5,139	0	8,000	0	0	0
3130 General Sales and Use Taxes	179,393	173,713	196,000	175,000	158,690	204,325
3140 Energy and Communication Taxes	25,250	42,108	45,700	40,000	43,961	45,000
3150 RAP Tax	18,739	17,593	18,500	18,000	13,838	18,000
3160 Transient Taxes	11,598	14,756	18,000	18,000	17,882	18,000
3170 Fee in Lieu of Personal Property Taxes	456	0	8,400	0	0	0
3180 Fuel Tax Refund	0	938	1,000	0	0	0
3190 Highway/Transit Tax	16831	16,237	17,100	17,100	15,002	17,100
Total Taxes	393,508	405,534	449,361	428,100	414,785	497,425
Licenses and Permits						
3210 Business Licenses	7,350	9,191	9,500	10,500	17,852	10,500
3221 Building Permits-Fee	69,238	46,124	45,000	45,000	20,671	45,000
3222 Building Permits-Non Surcharge	9,816	6,644	6,750	7,750	6,517	7,750
3224 Building Permits Surcharge	339	(110.00)	450	450	28	100
3225 Animal Licenses	420	800	800	800	453	500
Total Licenses and Permits	87,163	62,649	62,500	64,500	45,521	63,850
Intergovernmental Revenue						
3342 Fire Dept-State Wildland Grant	0	0	10,000	0	0	0
3356 Class C" Road Allotment	94,066	107,947	137,000	112,000	88,070	112,000
3358 Liquor control profits	756	1,037	1100	1100	1485	1100
3370 State Grants	13237	0	0	0	0	0
Total Intergovernmental Revenue	108,058	108,984	148,100	113,100	89,555	113,100
Charges for Services						
3230 Special Event Permit	3500	2,480	4500	1000	8150	1000
3410 Clerical Services	225	334	400	400	258	400

Town of Apple Valley

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	2022	2023	2024	FY 2025	FY 2025	FY 2026
<u>10 GENERAL FUND</u>	Actual	Actual	Actual	Original Budget	Budget Amendment to Actual	Tentative Budget
3416 Other Interdepartmental Charges	2,010	9039	44,203	60,000	38,000	36,000
3420 Fire Department Contracts	0	0	6000	0	-	0
3431 Zoning and Subdivision Fees	37,218	24,734	20,000	20,000	53,347	20,000
3440.5 Paperless Bill Credit					-2,170	-3,000
3440 Solid Waste	50,917	52,113	61,000	61,000	37,507	51,000
3441 Storm Drainage	42,921	42,274	49,000	49,000	38,314	49,000
3461 GRAMA Requests	0	352	500	100	23	100
3470 Park and Recreation Fees	0	175	100	100	0	100
3481 Sale of Cemetery Lots			310,500	0	0	0
3482 Perpetual Care			129,300	0	0	0
3615 Late Charges/Other Fees	1,740	(1,766)	2,500	1,000	612	1,000
Total Charges for Services	138,531	129,735	628,003	192,600	174,041	155,600
Fines and Forfeitures						
3510 Fines	10,845	5,168	5,000	5,000	5,634	5,000
Total Fines and Forfeitures	10,845	5,168	5,000	5,000	5,634	5,000
Interest						
3610 Interest Earnings	3,308	25,895	42,200	42,200	44,008	45,000
Total Interest	3,308	25,895	42,200	42,200	44,008	45,000
Miscellaneous Revenue						
3640 Sale of Capital Assets	0	0	0	0	0	20000
3690 Sundry Revenue	1734	20,089	5,000	5,000	4,627	5,000
3692 Fire Department Fundraisers	1166	1,500	6,500	0	0	0
3697 Park Department Fundraisers	0	0	800	0	270	0
3801.1 Impact Fees - Fire	19471	5,908	6,800	6,800	3,376	6,800
3801.3 Impact Fees - Roadways	59,034	18,620	24,600	24,600	10,640	24,600
3801.6 Impact Fees - Storm water	32,945	25,280	31,000	31,000	32,090	31,000
3801.7 Impact Fees - Parks, Trails, OS	16,816	5,075	6,600	6,600	2,900	6,600
Total Miscellaneous Revenue	131,165	76,472	81,300	74,000	53,903	94,000

Town of Apple Valley

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<u>10 GENERAL FUND</u>	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
Total Revenue:	872,578	814,437	1,416,464	919,500	827,447	973,975
EXPENDITURES						
General Government						
Council						
4111.110 Council/PC Salaries and Wages	16,875	15,050	21,000	13,000	5,862	13,000
4111.130 Council/PC Employee Benefits	1,580	1,419	2,400	1,000	915	1,000
4111.210 Council/PC Travel Reimbursement	0	0	1,500	1,000	0	0
4111.220 Council/PC Training	60	0	1,500	1,000	0	0
4111.610 Council Donations and Discretionary						
Spending	0	0	500	0	0	5,000
Total Council	18,515	16,469	26,900	16,000	6,777	19,000
Administrative						
4141.110 Admin Salaries and Wages	91,048	103,186	99,000	99,000	86,478	161,600
4141.130 Admin Employee Benefits	8,191	14,563	17,100	17,100	15,034	20,000
4141.140 Admin Employee Retirement-GASB 68	3,214	13,273	7,000	7,000	9,121	11,000
4141.210 Admin Dues, Subs & Memberships	4,846	6,826	5,500	8,000	9,788	11,000
4141.220 Admin Public Notices	1,017	42	100	100	60	100
4141.230 Admin Training	420	743	1,500	1,000	640	1,000
4141.240 Admin Office/Administrative Expense	17,802	16,773	8,000	8,000	14,321	15,000
4141.250 Admin Equipment Expenses	6,108	17,941	10,000	10,000	12,713	13,000
4141.260 Admin Building & Ground Maintenance	1,999	5,903	4,500	4,500	7,503	4,500
4141.270 Admin Utilities	5,730	7,238	7,600	7,600	13,698	18,000
4141.280 Admin Telephone and Internet	7,601	7,711	8,100	8,100	3,869	5,000
4141.290 Admin Postage	2,976	2,762	3,700	3,700	2,720	3,700

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	2022	2023	2024	FY 2025	FY 2025	FY 2026
<u>10 GENERAL FUND</u>	Actual	Actual	Actual	Original Budget	Budget Amendment to Actual	Tentative Budget
4141.320 Admin Engineering/Professional Fees	29,586	8,133	3,500	3,500	463	1,000
4141.330 Admin Legal	58,165	48,307	50,000	50,000	28,326	40,000
4141.340 Admin Accounting & Auditing	16,824	4,400	29,400	20,000	41,400	40,000
4141.350 Building Fees-Inspector/85% Surcharge	64,548	37,617	30,000	30,000	20,790	27,000
4141.390 Admin Bank Service Charges	3,462	140	200	200	65	200
4141.410 Admin Insurance	6,089	15,526	16,000	16,000	14,773	16,000
4141.490 Admin Travel Reimbursements	438	1402	1,500	1,500	1,830	2,000
4141.500 Admin Weed Abatement	0	0	1,500	1,500	0	0
4141.610 Bad Debt Expense	0	2026	250	250	-20	0
4141.740 Admin Capital Outlay	0	-	0	0	0	0
4170 Elections	2288	0	1,500	1,500	0	1,500
Total Administrative	332,602	314,512	305,950	298,550	283,572	391,600
Total General Government	351,117	330,981	332,850	314,550	290,349	410,600
Public Safety						
Police						
4210.110 Police Salaries & Wages/Contract	13,200	15,000	15,000	15,000	11,763	30,000
4210.130 Police Employee Benefits	0	0	0	0	0	0
4210.230 Police Travel & Mileage	0	0	0	0	0	0
4210.250 Police Expenditures	4763	0	0	0	0	0
4210.470 Police Building Permits	0	0	0	0	0	0
4253.250 Animal Control Supplies	63	0	100	100	0	100
Total Police	18,026	15,000	15,100	15,100	11,763	30,100
Fire						
4220.110 Fire Salaries & Wages	28,181	35,904	67,200	67,200	46,676	94,000
4220.130 Fire Employee Benefits	4,808	2,965	13,600	5,600	3,804	6,000

Town of Apple Valley

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4220.135 Fire Employee Retirement - GASB 68	0	5,920	8,100	8,100	7,984	9,100
4220.140 Fire Contract Wages	0	684	4,500	-	-	-
4220.145 Fire Contract Benefits	0	100	525	-	-	-
4220.150 Fire Contract Expense	0	0	1,500	8,000	2,328	4,000
4220.210 Fire Dues, Subscriptions & Memberships	355	569	600	1,200	1,783	1,800
4220.230 Fire Travel, Mileage & Cell	57	300	600	600	779	600
4220.240 Fire Office Expenses	765	495	500	500	1,833	2,000
4220.250 Fire Equipment Maintenance & Repairs	2514	9,476	11,000	11,000	7,918	8,000
4220.255 Fire Improvements					1,260	-
4220.260 Fire Rent Expense	0	0	-	6,000	6,000	6,000
4220.360 Fire Training	389	3844	13,100	2,100	1,093	2,100
4220.450 Fire Small Equip/Supplies	2026	6,159	15,000	15,000	12,579	15,000
4220.455 EMS Medical Supplies					2,215	3,000
4220.460 Fire Supplies-Fundraisers	514	38	500	500	0	500
4220.465 Fire Gear	1,518	4,275	15,000	23,000	8,610	10,000
4220.480 Fire Mitigation MOU Expenditures	0	0	15000	15000	0	15,000
4220.560 Fire Equipment Fuel	1,251	1,826	4,000	4,000	2,187	2,500
4220.610 Fire Principal	12351	11,986	0	0	0	0
4220.620 Fire Interest	1115	(779)	0	0	0	0
4220.740 Fire Capital outlay	27500	17,960	0	0	18,985	40,000
Total Fire	83,344	101,722	170,725	167,800	126,034	219,600
Total Public Safety	101,370	116,722	185,825	182,900	137,797	269,700
Highways and Public Improvements						

Town of Apple Valley

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	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
10 GENERAL FUND						
Highways						
4410.110 Road Wages and Contract Labor	0	1,225	15,200	15,200	2,285	3,000
4410.130 Road Employee Benefits	0	94	1750	200	174	200
4410.270 Road Flood Damage	0	0	2000	0	0	0
4410.275 Road Improvements					850	0
4410.380 Road Department Services	720	12,570	2500	0	0	0
4410.450 Road Department Supplies	2,181	10,287	45,000	30,000	700	1,000
4410.550 Road Equipment Maintenance	3,029	1,990	2,500	0	0	0
4410.560 Road Equipment Fuel	1,590	1,613	5,000	2,000	0	0
4410.810 Road Principal	42,668	54,409	35,000	36,000	36,000	36,000
4410.820 Road Interest	30,686	29,433	28,150	27,275	27,243	27,275
4415.110 Public Works Wages and Contract Labor	0	8,654	30,300	30,300	50,645	105,000
4415.130 Public Works Employee Benefits	0	731	9400	0	5369	15000
4415.140 Public Works Employee Retirement - GASB						
68	0	0	8100	0	4521	9500
4415.320 Public Works Engineering/Professional Fees	0	107	0	0	0	0
4415.450 Public Works Supplies	3825	3,524	6,000	6,000	6,534	6,000
4415.550 Public Works Equipment Maintenance	1,806	2,376	3,000	3,000	4,052	3,000
4415.560 Public Works Equipment fuel	-25	711	2,000	2,000	3,225	2,000
4415.570 Public Works Travel Reimbursement	0	562	500	500	0	500
4415.610 Public Works Storm Drainage	0	3,301	5,000	2,000	0	0
4415.615 Storm Drainage Improvements					5,806	0
4415.710 Public Works Principal	14920	15,479	0	0	0	0
4415.720 Public Works Interest	1140	581	0	0	0	0
4415.740 Public Works Capital Outlay	0	11000	9,000	0	13,000	0
Total Highways	102,540	158,647	210,400	154,475	160,404	208,475
Sanitation						
4420.460 Solid Waste Service	54,200	48,954	60,000	60,000	38,308	51,000
Total Sanitation	54,200	48,954	60,000	60,000	38,308	51,000

k&r full time

Town of Apple Valley

FY2026 Tentative Budget - May 21, 2025

Actual as of March
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10 GENERAL FUND	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
Total Highways and Public Improvements	156,741	207,601	270,400	214,475	198,712	259,475
Parks, Recreation, and Public Property						
Parks						
4540.110 Park/Rec Wages and Contract Labor	2785	5,845	5,100	2,000	2,506	2,000
4540.130 Park/Rec Employee Benefits	3	447	600	0	191	200
4540.250 Park/Rec Department Expenses	128	927	1000	1000	679	1000
4540.460 Park/Rec Community Events Supplies	297	2561	4000	4000	1285	4000
4540.740 Parks Capital Outlay	4586	0	0	0	0	0
4540.745 Park Improvements					1,641	0
Total Parks	7,799	9,780	10,700	7,000	6,302	7,200
Total Parks, Recreation, and Public Property	7,799	9,780	10,700	7,000	6,302	7,200
Transfers						
4804 Transfer to Fund Balance	0	0	92,889	131,575	186,823	20,000
4805 Transfer to Capital Projects	0	0	265,000	0	0	
4807 Transfer to Assigned Balance - Fire Impact Fees	0	0	6,800	6,800	-16,869	-35,200
4809 Transfer to Assigned Balance - Roadway Impact Fees	0	0	24,600	24,600	9,790	24,600
4810 Transfer to Assigned Balance -Storm Water Imp Fees	0	0	31,000	31,000	13,284	31,000
4811 Transfer to Assigned Balance - Parks & Rec Fees	0	0	6,600	6,600	1,259	6,600
4812 Transfer to Assigned Balance - Perpetual Care	0	0	129,300	0	0	

net of revenue and
expenditures

Town of Apple Valley

FY2026 Tentative Budget - May 21, 2025

	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	Actual as of March 31. Needs updated for FYE by June 22. FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
<u>10 GENERAL FUND</u>						
4813 Transfer to Assigned Balance - Cemetery Funds	0	0	60,500	0		
Total Transfers	0	0	616,689	200,575	194,287	47,000
Total Expenditures:	617,026	665,084	1,416,464	919,500	827,447	973,975
Total Change In Net Position	255,552	149,353	0	0	0	0

	2022 Actual	2023 Actual	2024 Proposed	FY 2025 Original Budget	Actual as of March 31. Needs updated for FYE by June 22. FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
<u>41 CAPITAL PROJECTS FUND</u>						
Revenue:						
Intergovernmental Revenue						
3340 Grant Revenues-General	0	0	3,320,000			
3341 Grant Revenues-Fire	0	0	410,000			
Total Intergovernmental Revenue	0	0	3,730,000	-	-	
Interest						

Town of Apple Valley

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10 GENERAL FUND	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
3610 Interest earnings	0	0	-		-	
Total Interest	0	0	-	-	-	
Miscellaneous Revenue						
3675 Fire Capital Proceeds	0	0				
Total Miscellaneous Revenue	0	0	-	-	-	
Transfers & Contributions						
3810 General Fund Transfer	0	0	540,000			
Total Txfrs & Contributions	0	0	540,000		-	
Total Revenue:	0	0	4,270,000		-	
Expenditures:						
Miscellaneous						
4141.740 Capital Outlay expenses	0	27,160	-		50,622	
4220.740 Fire Capital Outlay	0	8,277	450,000		150	
4410.740 Road Capital outlay	0	0	1,050,000			
4415.740 Public Works Capital Outlay		990	2,520,000			
4590.470 Cemetery Capital Outlay		741	250,000			
Total Miscellaneous	0	37,168	4,270,000		50,772	
Total Expenditures:	0	37,168	4,270,000		50,772	

Town of Apple Valley

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	2022 Actual	2023 Actual	2024 Actual	FY 2025 Original Budget	FY 2025 Budget Amendment to Actual	FY 2026 Tentative Budget
<u>10 GENERAL FUND</u>						
Total Change In Net Position	0	(37,168)	-		(50,772)	

APPLE VALLEY RESOLUTION R-2025-09

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

SECTION 1: **AMENDMENT** “Cash Receipting And Deposit Policy” of the Apple Valley Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Cash Receipting And Deposit Policy

Purpose

Establish a uniform control design for all departments of Town of Apple Valley (Town) that receive cash. Over time it is expected this policy will be adjusted for changes in systems and organizational structure.

Designated Receiving Official

The Town ~~Recorder~~ Treasurer is designated as the Receiving Official.

Receiving Process

The Receiving ~~Official~~ Designee ~~or his/her designee~~ will make a record of goods and services received by the Town through the Towns accounting software.

Cash Receipts

1. All funds received are entered into the accounting system at the time of the transaction with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., numbered in a sequential fashion, and designate the appropriate account. At the end of each business day the Receiving ~~Clerk~~ Designee will print a report showing all cash and check payments made.
2. At the end of each day the person responsible for receiving cash will place cash, and checks received in a deposit bag and deliver ~~it~~ to the ~~Accounting~~ Treasurers-office and ~~or~~ place it in a secure (locked) place for deposit on the next deposit day.
3. Void/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone who does not receive cash. If an office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. The system should be designed to generate a

report of all adjusted/voided transactions to facilitate monitoring of this process.

4. Every effort should be made to ensure large quantities of cash are not on hand overnight. When sums over \$5,000 are collected in a single transaction the Receiving designee will alert the Treasurer. The deposit should be made in the same day if time allows.
5. The Treasurer will receive funds, count the funds, compare the amount received to the supporting documentation provided. The Treasurer then enters the deposit into the accounting system and takes funds to the bank.
6. The Town will install and maintain surveillance systems in offices receiving funds. Surveillance evidence will be maintained for 60 days.
7. ~~Mail will be opened in the presenee of two or more employees and any correspondence containing payments will be removed and processed in the presenee of said employees.~~ Mail will be opened in the presence of two or more employees or under active surveillance camera monitoring. Any correspondence containing payments will be identified, cash will be immediately processed and checks will be stamped with the towns deposit stamp in the presence of the same two or more employees. If the Receiving Designee is alone, they shall print a receipt register containing all void transactions at the beginning of the day and again at the end of the day. They shall also print a transaction register showing all charges and credit billings for the day. These registers, along with all daily receivables documentation, shall be submitted to the Treasurer for review. ↗

8.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Resolution shall be in full force and effect immediately after approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



ORDINANCE NO. O-2025-17

AN ORDINANCE OF THE TOWN OF APPLE VALLEY, UTAH, AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATION OF PARCELS AV-2165, AV-2184, AND AV-2182 FROM OPEN SPACE TRANSITION (OST) TO RURAL ESTATES 1 ACRE (RE-1.0)

WHEREAS, the Town of Apple Valley is authorized under Utah Code Title 10, Chapter 9a to enact and amend land use regulations and zoning designations to promote the health, safety, and welfare of the community; and

WHEREAS, a request was submitted for a zone change from Open Space Transition (OST) to Rural Estates 1 Acre (RE-1.0) for the Gooseberry Springs Ranch Development, affecting parcels AV-2165, AV-2184, and AV-2182 (the “Subject Property”); and

WHEREAS, a public hearing was previously held before the Planning Commission regarding this zone change request; however, it was later determined that notice had not been provided to affected landowners as required under Utah Code § 10-9a-205; and

WHEREAS, in order to rectify the oversight and ensure compliance with state law, the Town provided proper written notice to affected property owners a minimum of ten (10) days prior to a newly scheduled public hearing; and

WHEREAS, the Planning Commission held the properly noticed public hearing on May 14, 2025, accepted public comment, and subsequently recommended approval of the proposed zone change; and

WHEREAS, the Town Council of the Town of Apple Valley has reviewed the recommendation of the Planning Commission, considered all public input received, and finds the proposed zoning map amendment to be consistent with the Town’s General Plan and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH:

SECTION 1. Zoning Map Amendment. The official zoning map of the Town of Apple Valley is hereby amended to change the zoning designation of parcels AV-2165, AV-2184, and AV-2182 from Open Space Transition (OST) to Rural Estates 1 Acre (RE-1.0).

SECTION 2. Notice Compliance. The Town has provided notice of the public hearing to affected entities and property owners in accordance with Utah Code § 10-9a-205, including proper written notice to affected landowners at least ten (10) days prior to the hearing.

SECTION 3. Severability. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

SECTION 4. Conflicts/Repealer. This Ordinance repeals and supersedes the provisions of any prior ordinance in conflict herewith.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the Town Council and execution by the Mayor.

ADOPTED AND APPROVED BY THE APPLE VALLEY TOWN COUNCIL this ____ day of _____, 2025 based upon the following vote:

Councilmember (check one per seat):

Michael Farrar (Mayor)	Aye:	Nae:	Abstain:	Absent:
Kevin Sair	Aye:	Nae:	Abstain:	Absent:
Annie Spendlove	Aye:	Nae:	Abstain:	Absent:
Scott Taylor	Aye:	Nae:	Abstain:	Absent:
Richard Palmer	Aye:	Nae:	Abstain:	Absent:

TOWN OF APPLE VALLEY
A Utah municipal Corporation

ATTEST:

Michael Farrar, Mayor

Jenna Vizcardo, Town Recorder



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

See Fee Schedule Page 2

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

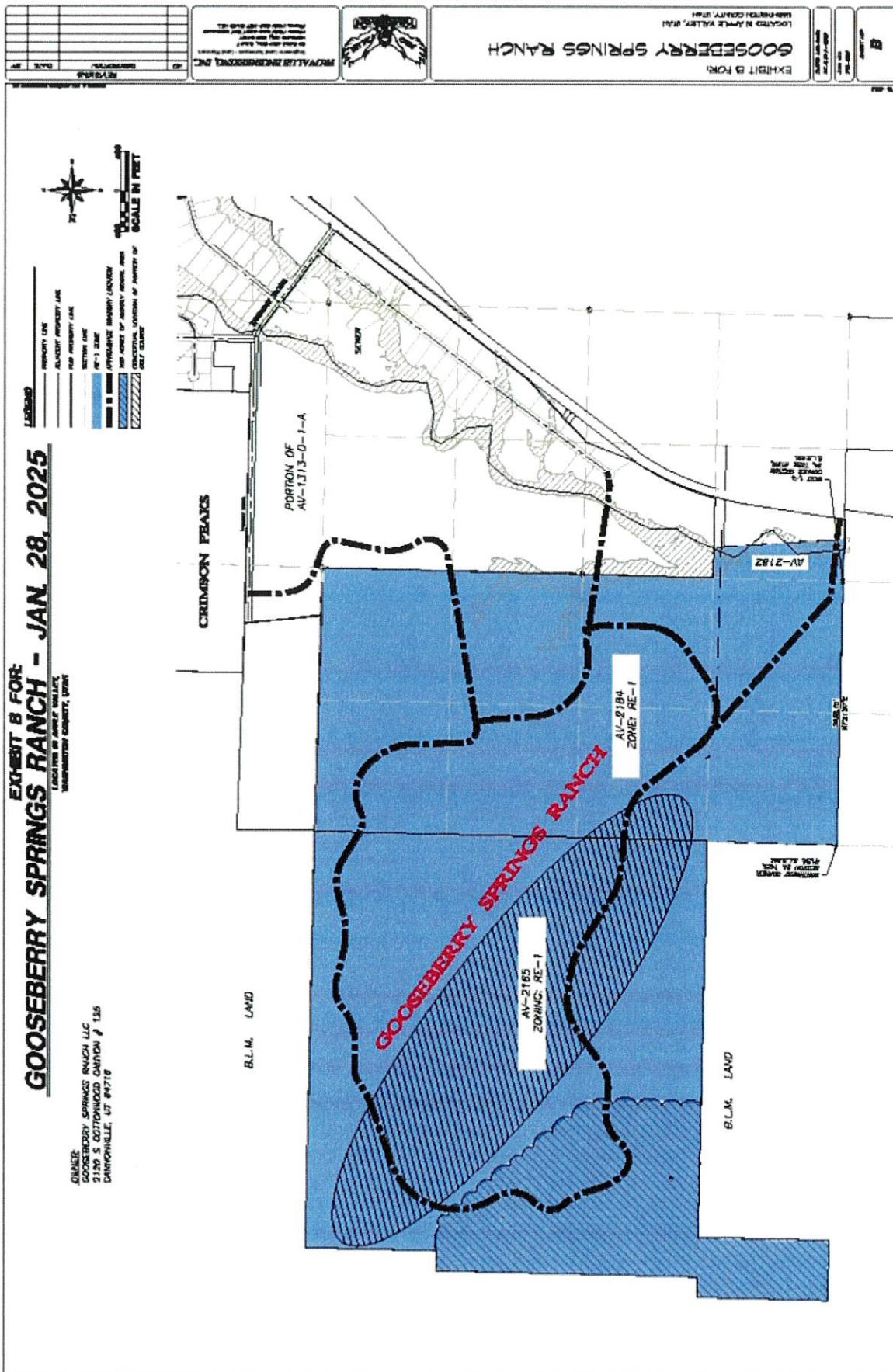
Owner: A&E Development LLC		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable) Travis Holm		Phone: [REDACTED]	
Address/Location of Property: 2358 W HUSKY LN		Parcel ID: AV-2165, AV-2184, AV-2182	
Existing Zone: OST - Open Space Transition		Proposed Zone: RE-1	
For Planned Development Purposes: Acreage in Parcel 740.655		Acreage in Application 740.655	
Reason for the request RE-1			

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

- ☐ A. The name and address of owners in addition to above owner.
- ☐ 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. A letter from power, sewer and water providers, addressing the feasibility and their requirements to serve the project.
- ☐ F. Stamped envelopes with the names and address 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
- ☐ G. Warranty deed or preliminary title report and other document (see attached Affidavit) if applicable showing evidence the applicant has control of the property
- ☐ H. Signed and notarized Acknowledgement of Water Supply (see attached).

Applicant Signature <i>Travis Holm</i>	Date 3-12-25
---	-----------------

Official Use Only	Amount Paid: \$45,975.00	Receipt No: 55118
Date Received: RECEIVED MAR 12 2025	Date Application Deemed Complete:	
By: <i>ju</i>	By:	



Zoning Districts

Item 7.

-  A-5 - Agricultural > 5 Acres
-  A-10 - Agricultural > 10 Acres
-  A-20 - Agricultural > 20 Acres
-  A-40 - Agricultural > 40 Acres
-  A-X - A Agriculture
-  Single-Family Residential > .5 Acres
-  C-1 - Convenience Commercial
-  C-2 - Highway Commercial
-  C-3 - General Commercial
-  CTP - Cabins or Tiny Home Parks Zone
-  INST - Institutional
-  MH - Manufactured Housing Park
-  OSC - Open Space Conservation
-  OST - Open Space Transition
-  PD - Planned Development
-  RE-1 - Rural Estate 1
-  RE-2.5 - Rural Estate 2.5
-  RE-5 - Rural Estate 5
-  RE-10 - Rural Estate 10
-  RE-20 - Rural Estate 20
-  RE-X - Rural Estate Zone Any Size
-  RV-Park - Recreational Vehicle Park

Legal Description of the Project

GOOSEBERRY SPRINGS RANCH LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°35'37"E ALONG THE SECTION LINE OF SECTION 24, 1316.01 FEET; THENCE N01°17'25"E ALONG THE SIXTEENTH LINE OF SECTION 13, 3950.04 FEET; THENCE N88°45'02"W 1323.97 FEET; THENCE N01°25'39"E 601.06 FEET; THENCE S88°37'23"E 1322.56 FEET; THENCE S01°11'58"W 198.95 FEET; THENCE S88°43'00"E 2650.28 FEET; THENCE S01°26'11"W 199.74 FEET; THENCE S88°45'33"E 1324.10 FEET; THENCE S01°15'53"W ALONG THE EAST SECTION LINE OF SECTION 13, 4163.92 FEET; THENCE S01°37'32"W 1310.51 FEET; THENCE S01°24'13"W 1321.48 FEET; THENCE N88°36'47"W 2638.12 FEET; THENCE N88°35'57"W 1325.86 FEET; THENCE S01°21'01"W 307.00 FEET; THENCE S86°26'11"W 1326.23 FEET TO THE WEST SECTION LINE OF SECTION 24; THENCE N01°21'30"E ALONG SAID LINE, 421.76 FEET; THENCE N01°21'57"E ALONG SAID LINE, 1319.02 FEET; THENCE N01°21'57"E ALONG SAID LINE, 1319.05 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 32262938 SQUARE FEET OR 740.655 ACRES.



March 12, 2025

Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737

Subject: Zone Change – Parcel AV-2165, AV-2184, AV-2182 – Travis Holm

Ash Creek takes no exception to the proposed zone change for Parcels AV-2165, AV-2184, AV-2182.

The owners understand and agree that the minimum septic density for a conventional septic system is 7 acres. The proposed zoning exceeds the minimum septic density and the applicant agrees that feasibility is conditioned on the design and construction of a traditional collection and treatment system in accordance with Ash Creek Special Service District Design and Construction Standards.

Applicant agrees to pay all costs associated with the design, construction, and installation of the wastewater collection and treatment system in order to facilitate any property subdivision consistent with the approved zoning. Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

171 EQUITY LLC	43 S 100 E STE 300	SAINT GEI UT	84770
A&E DEVELOPMENT LI	2975 N 7500 W	ABRAHAM UT	84635
BALLARD TONY RAND	139 W 390 N # 8-8	HURRICAN UT	84737-1639
BLAKE NICHOLAS B &	1379 W 300 S	HURRICAN UT	84737
CORBIN INV LLC	5566 BIRCHWOOD C	LAS VEGA NV	89120
EQUITY TRUST CO CU	1495 E 3300 S	SALT LAKE UT	84106
SOUTHERN UTAH HILL	43 S 100 E STE 300	SAINT GEI UT	84770
STANDARD DEV LLC	PO BOX 125	CANNONV UT	84718
UNITED STATES OF AM	440 W 200 S STE 500	SALT LAKE UT	84101-1345

20
DOC # 20250008311

Item 7.

Agreement Page 1 of 38
Gary Christensen Washington County Recorder
03/13/2025 10:04:06 AM Fee \$ 0.00
By APPLE VALLEY TOWN



When Recorded Return To:
Town of Apple Valley
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

Affects Parcel #s
AV-2165, AV-2184, AV-2182, AV-2183-A

MASTER DEVELOPMENT AGREEMENT

FOR

GOOSEBERRY SPRINGS RANCH

January 29, 2025

(With Exhibits)

*

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**MASTER DEVELOPMENT AGREEMENT
FOR
GOOSEBERRY SPRINGS RANCH**

MASTER DEVELOPMENT AGREEMENT is made and entered as of the 29th day of January, 2025, by and between the Town of Apple Valley, a political subdivision of the State of Utah; and Gooseberry Springs Ranch, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. Master Developer and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan that is adopted and incorporated into this MDA.
- D. Development of the Property will include the Maximum Residential Dwelling Units defined in this MDA.
- E. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the Town, Master Developer, and the general public.
- F. The Town has reviewed this MDA and determined that it is consistent with LUDMA.
- G. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the Town and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.
- H. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this MDA.
- I. Master Developer and the Town have cooperated in the preparation of this MDA.
- J. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as parts of the Project as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this MDA.
- K. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2024).

L. This MDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on January 29, 2025 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2024), in making a recommendation to the Town Council.

M. The Town believes that this MDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the Town Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

N. The Town intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this MDA relating to “fixed criteria” are “administrative” in nature.

O. The Town’s entry into this MDA is authorized by a Motion of the Town Council on January 29, 2025, and the adoption of Ordinance # O-2025-09 on March 12, 2025.

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–E are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. ***Administrative Modifications*** means those modifications to this MDA that can be approved by the Administrator pursuant to Section 13.

1.2.2. ***Administrator*** means the person designated by the Town as the Administrator of this MDA.

1.2.3. ***Applicant*** means a person or entity submitting a Development Application.

1.2.4. ***Buildout*** means the completion of all of the development on all of the Project in accordance with the approved plans.

- 1.2.5. **Council** means the elected Town Council of the Town.
- 1.2.6. **Default** means a material breach of this MDA.
- 1.2.7. **Denial/Denied** means a formal denial issued by the final decision-making body of the Town for a particular type of Development Application but does not include review comments or “redlines” by Town staff.
- 1.2.8. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site, or any of the Maximum RDUs.
- 1.2.9. **Development Application** means an application to the Town for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the Town required for development of the Project.
- 1.2.10. **Development Report** means a report containing the information specified in Section 3.8 submitted to the Town by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.11. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.
- 1.2.12. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 11.
- 1.2.13. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by the Town, effectuating a Subdivision of any portion of the Project.
- 1.2.14. **Golf Course** means a part or all of a potential golf course, clubhouse and associated facilities as more fully specified in Section 3.12, below.
- 1.2.15. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2024).

- 1.2.16. **Master Developer** means Gooseberry Springs Ranch, LLC, which owns and is developing the Property.
- 1.2.17. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.18. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.2.19. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of five hundred fifty (550) Residential Dwelling Units.
- 1.2.20. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
- 1.2.21. **Nightly Rental Area** means that portion of the Project shown on Exhibit “B” as being for nightly rental of a portion of the RDUs as more fully specified in Section 3.11, below.
- 1.2.22. **Outsourcing** means the process of the Town contracting with Town Consultants or paying overtime to Town employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA. Outsourcing shall be at the sole discretion of the Town.
- 1.2.23. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.24. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.
- 1.2.25. **Parties** means the Master Developer and the Town.
- 1.2.26. **Party** means either the Master Developer or the Town individually.
- 1.2.27. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.28. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the Town.
- 1.2.29. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and

private facilities, Maximum RDUs, Phases and all of the other aspects approved as part of this MDA.

- 1.2.30. **Property** means the approximately seven hundred thirty-nine (739) acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.31. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.32. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.33. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.34. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.35. **Subdivision Application** means the application to create a Subdivision.
- 1.2.36. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.37. **Town** means the Town of Apple Valley, a political subdivision of the State of Utah.
- 1.2.38. **Town Consultants** means those outside consultants employed by the Town in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.39. **Town’s Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the Town which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.40. ***Town's Vested Laws*** means the ordinances, policies, standards, and procedures of the Town in effect as of the date of the execution of this MDA a digital copy of which is attached as Exhibit "C".

1.2.41. ***Zoning*** means the RE-1 zoning of the Property pursuant to the Town's Vested Laws except that the Golf Course shall be a permitted.

2. **Effect of MDA.** Except as specified herein, this MDA shall be the sole agreement between the Parties related to the Project and the Property.

3. **Development of the Project.**

3.1. **Compliance with the Town's Vested Laws and this MDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (only to the extent that these are applicable as otherwise specified in this MDA), and this MDA. Unless specifically modified by this MDA (including its Exhibits) or the Town's Future Laws (only to the extent that these are applicable as specified in Section 4.2) the Town's Vested Laws shall control the Development of the Project.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of the Maximum RDUs within the Project. All individually platted lots shall be at least 1 acre in size.

3.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this MDA subject to the restrictions on RDUs of Master Developer's Property. Internal accessory dwelling units as provided by Utah State law, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs.

3.4. **Master Developers' Discretion.** Nothing in this MDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on Master Developer's business judgment.

3.4.1. ***Concurrency Management of Future Development.*** Any phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the Town's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.5. Required Process.

- 3.5.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the Town. Upon approval by the Town of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 3.5.2. ***Town and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the Town or any other governmental entity having jurisdiction over the work. The Town shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.5.3. ***Fees.*** Master Developer or a Subdeveloper shall pay to the Town the standard fees applicable to any submittal of a Development Application under the Town's fee schedule in effect at the time of the application.
- 3.5.4. ***Outsourcing of Processing of Development Applications.***
- 3.5.4.1. ***Timing.*** Within twenty (20) business days after receipt of a Development Application and upon the request of Master Developer, the Town and Master Developer will confer to determine whether the Parties desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 3.5.4.2. ***Election/Cost Estimate.*** If the Town or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the Town shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Town in good faith consultation with the Master Developer or Subdeveloper (either overtime to Town employees or the hiring of a Town Consultant). If the Master Developer or a Subdeveloper

notifies the Town that it desires to proceed with the Outsourcing based on the Town's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the Town the estimated differential cost and the Town shall then promptly proceed with having the work Outsourced.

- 3.5.4.3. Selection of Outsources. If Outsourcing is selected then the Town shall provide to Master Developer at least two qualified potential Outsourcing reviewers and those reviewers estimates of fees and timing of performance. Master Developer may elect either of those options. Master Developer may also propose a different Outsourcing reviewer and the Town may, in its sole discretion, agree to that proposal.
- 3.5.4.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the Town's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.5.4.5. Final Payment. Upon completion of the Outsourcing Work and the provision by the Town of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a Town Consultant or paying overtime to Town employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.5.4.6. Acceptance of Outsourced Work. The Town shall accept the results of any Outsourced Work under this section unless the Town determines that the Outsourced Work has not been performed pursuant to Town standards or is materially incorrect. If the Town does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the Town disputes the acceptability of the Outsourced Work, then the Town shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject

to the Dispute Resolution Process.

- 3.5.5. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the Town.
- 3.5.6. ***Independent Technical Analyses for Development Applications.*** If the Town needs technical expertise beyond the Town's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the Town's Vested Laws to be certified by such experts as part of a Development Application, the Town may engage such experts as Town Consultants, with the actual and reasonable costs, being the responsibility of Applicant.
- 3.5.7. ***Intent of One-Time Review.*** The Town should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 3.5.8. ***Town Denial of a Development Application.*** If the Town denies a Development Application the Town shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, the Master Plan, and/or any applicable Town's Vested Laws (or, if applicable, the Town's Future Laws).
- 3.5.9. ***Dispute Resolution.*** The Town's denial of any Development Application shall be subject to the dispute resolution provisions of Section 14.
- 3.5.10. ***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, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.5.11. ***Outsourcing of Inspections.***

- 3.5.11.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the Town and Master Developer will confer to determine whether the Town desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 3.5.11.2. Selection of Outsources. If Outsourcing is selected then the Town shall provide to Master Developer at least two qualified potential Outsourcing reviewers and those reviewers estimates of fees and timing of performance. Master Developer may elect either of those options. Master Developer may also propose a different Outsourcing reviewer and the Town may, in its sole discretion, agree to that proposal.
- 3.5.11.3. Election/Cost Estimate. If the Town or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the Town shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Town in good faith consultation with the Master Developer or Subdeveloper (either overtime to Town employees or the hiring of a Town Consultant). If the Master Developer or a Subdeveloper notifies the Town that it desires to proceed with the Outsourcing based on the Town's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the Town the estimated differential cost and the Town shall then promptly precede with having the work Outsourced.
- 3.5.11.4. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the Town's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.5.11.5. Final Payment. Upon completion of the Outsourcing services and the provision by the Town of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a Town Consultant or paying overtime to Town employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the

case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

- 3.5.11.6. Acceptance of Outsourced Work. The Town shall accept the results of any outsourced decision under this section without any further review by the Town.

3.6. **Parcel Sales.** The Town acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the Town's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots. An instrument shall be recorded specifying the material details of any Parcel sale such as the number of acres, number of units and any other material information regarding what rights and/or obligations are being sold. The recorded instrument shall be signed by Master Developer and the buyer. The City shall also sign acknowledging that it has notice of the sale and that the recorded instrument complies with this subsection.

3.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the Town a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and Master Developer and for the entire remaining Project.

3.8. **Development Report.** With any Development Application filed by Master Developer shall file a Development Report showing:

- 3.8.1. ***Ownership*** of the property subject to the Development Application;
- 3.8.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs intended to be used by the proposed Development;
- 3.8.3. ***Units and Uses Transferred or Remaining.*** The amount of the Maximum RDUs remaining with Master Developer;
- 3.8.4. ***Material Effects.*** Any material effects of the sale on the Master Plan.

3.9. Accounting for RDUs and/or other types of Maximum RDUs for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the Town a Development Report showing the Master Developer of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Maximum RDUs transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Maximum RDUs remaining with Master Developer and Master Developer and any material effects of the sale on the Master Plan.

3.10. Phasing. The Town acknowledges that Master Developer and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Master Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Master Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer.

3.11. Nightly Rentals. Nightly rental shall be allowed for only the RDUs in the Nightly Rental Area. The number of nightly rental RDUs allowed by this MDA is in consideration of Master Developer's clustering such units which, in the determination of the Town under all of the aspects of this MDA, mitigates certain adverse aspects of nightly rental units.

3.12. Golf Course. Master Developer may, in its sole discretion, construct part or all of the Golf Course of up to 18 holes as generally illustrated on Exhibit "B".

3.13. Package Plant. Wastewater disposal shall not be accomplished at an individual RDU level. Wastewater disposal shall be accomplished only through the construction of a wastewater package treatment system and plant approved by the Washington County Health Department and the Ash Creek Special Service District, and paid for by the Master Developer or its assigns at their sole expense. wastewater package treatment system and plant must be continuously operated and maintained by the Ash Creek Special Service District acting as the body politic pursuant to Utah State health regulations.

4. Zoning and Vested Rights.

4.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town, and Master Developer intend that this MDA grants and Master Developer all rights to develop the Project in fulfillment of this MDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master

Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

4.2. **Exceptions.** The restrictions on the applicability of the Town’s Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

- 4.2.1. **Master Developer Agreement.** Town’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. **State and Federal Compliance.** Town’s 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;
- 4.2.3. **Codes.** Town’s 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 on 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
- 4.2.4. **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;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the Town’s Vested Laws for the imposition or collection of such 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;
- 4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the Town’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2024)) and the United States, the Town’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the Town those police powers that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the Town’s police powers, such legislation shall only be applied to modify

the vested rights of the Master Developer under the terms of this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the Town and, unless the Town declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this MDA shall be until December 31, 2040. If as of that date Master Developer is in compliance of this MDA and have not been declared to be in default as provided in Section 13, and if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2045, and, thereafter, for two (2) additional period of five (5) years. This MDA shall also terminate automatically at Buildout.

5.1. **Commencement of Development.** If Master Developer has not obtained approval of a Development Application for the Project and completed the Public Improvements necessary for the recordation of a final plat for the Development Application on or before December 31, 2032 then this MDA shall automatically terminate. This Agreement shall also terminate automatically if on or before December 31, 2032, Master Developer has not obtained building permits for the lesser of 5% of the Maximum RDUs or 10 RDUs.

6. **Application Under Town's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the Town's Vested Laws. Subdevelopers may not submit a Development Application under the Town's Future Laws without the consent of the Master Developer.

7. **Public Infrastructure.**

7.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

7.1.1. **Security for Public Infrastructure.** If, and to the extent required by the Town's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the Town it shall be provided in a form acceptable to the Town as specified in

the Town's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

- 7.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the Town's Vested Laws in conformance with LUDMA.

7.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the Town pursuant hereto shall be constructed to the Town's standard specifications unless otherwise agreed in this MDA or otherwise and shall be subject to Town requirements for the payment of property taxes, inspections, and approval before acceptance by the Town. The Town shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet Town standards.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **"Upsizing".** The Town shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the Town shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the Town to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

- 8.1.1. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

9. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Master Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. If Master Developer extracts or processes beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades.. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

10. **Default.**

10.1. **Notice.** If Master Developer or a Subdeveloper 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 Subdeveloper then the Town shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

- 10.2.1. ***Specific Claim.*** Specify the claimed event of Default;
- 10.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;
- 10.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and
- 10.2.4. ***Optional Cure.*** If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- 10.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

10.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

- 10.3.1. ***Law and Equity.*** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.
- 10.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 10.3.3. ***Future Approvals.*** 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 Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

10.4. **Public Meeting.** Before any remedy in Section 10.3 may be imposed by the Town, the party allegedly in Default shall have the right to attend a public meeting before the Town Council and address the claimed Default.

10.5. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town then the Town may impose the remedies of Section 10.3 without the requirements of Sections 10.4. The Town shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the Town Council at that meeting regarding the claimed emergency Default.

10.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

11. **Dispute Resolution.** Unless otherwise provided in the MDA, any Dispute shall be resolved as follows.

11.1. **Meet and Confer regarding Development Application Denials.** The Town and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

11.2. **Mediation of Disputes.**

11.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 11.3 shall be mediated.

11.2.2. ***Mediation Process.*** If the Town and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on

the parties.

11.3. **Arbitration of Disputes.**

11.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

11.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 11.2.

11.3.3. **Arbitration Process.** If the Town and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the Town's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the Town or Applicant to pay the arbitrator's fees.

11.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fifth District Court.

12. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer:	Standard Development, LLC 2120 S Cottonwood Canyon Road #125 Holm, UT 84718
----------------------	---

With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC
-----------------	---

2150 South 1300 East, Fifth Floor
 Salt Lake Town, UT 84106
bbaird@difficultdirt.com

To Town:

Attn: Town Mayor
 1777 North Meadowlark Drive
 Apple Valley, UT 84737
mayor@applevalleyut.gov

With a Copy to:

Heath H. Snow, Esq.
 Snow Caldwell Beckstrom & Wilbanks, PLLC
 253 W. St. George Blvd. # 100
 St. George, UT 84770
Heath@scbwlaw.com

12.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

- 12.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.
- 12.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 12.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

13. **Administrative Modifications.**

13.1. **Allowable Administrative Applications:** The following modifications to this MDA may be considered and approved by the Administrator.

- 13.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

13.1.2. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator. An allowable minor modification shall NOT include changes in uses, minimum size of lots, or Maximum RDUs.

13.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

13.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official Town records.

13.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 16.

13.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

14. **Amendment.** Except for Administrative Modifications, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

14.1. **Who May Submit Modification Applications.** Only the Town and Master Developer with the consent of the Master Developer or an assignee that succeeds to all of the rights and obligations of the and Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

14.2. **Modification Application Contents.** Modification Applications shall:

14.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

14.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

14.2.3. **Identification of Non-Town Agencies.** Identify any Non-Town agencies potentially having jurisdiction over the Modification Application.

14.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Maximum

RDU of all such properties.

14.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the Town to cover the costs of processing the Modification Application.

14.4. **Town Cooperation in Processing Modification Applications.** The Town shall cooperate reasonably in promptly and fairly processing Modification Applications.

14.5. **Planning Commission Review of Modification Applications.**

14.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the Town's Vested Laws in light of the nature and/or complexity of the Modification Application.

14.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.

14.6. **Town Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Town Council shall consider the Modification Application.

14.7. **Town Council's Objections to Modification Applications.** If the Town Council objects to the Modification Application, the Town Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the Town Council believes that the Modification Application is not consistent with the intent of this MDA and/or the Town's Vested Laws (or, only to the extent permissible under this MDA, the Town's Future Laws).

14.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

15. **No Disconnection.** So long as this MDA is in force Master Developer shall not attempt to disconnect the Property from the Town.

16. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the Town will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

17. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

18. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town, and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA 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 at which time all rights and responsibilities, except for warranty bond requirements under Town's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the Town's.

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

19.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Master Developer.

19.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Master Developer. Master Developer shall give the Town Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the newly responsible party.

19.3. **Notice.** Master 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.

19.4. **Time for Objection.** Unless the Town objects in writing within ten (10) business days of notice, the Town shall be deemed to have approved of and consented to the assignment.

19.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master 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. If a partial assignment is a result of the sale of a Parcel then the requirements of Section 3.6 for the recordation of a notice of the partial assignment shall be complied with.

19.6. **Denial.** The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the Town by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the Town. . The Town may also withhold consent if the proposed assignee or related entity has a documented history of noncompliance with applicable laws or has engaged in conduct detrimental to the Town's interests.

19.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

19.8. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

20. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Maximum RDUs, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the Town when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the Town except as otherwise provided herein.

21. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

22. **Further Documentation.** This MDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this MDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

23. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

24. **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 therefor; 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.

25. **Time is of the Essence.** Time is of the essence to this MDA, and every right or responsibility shall be performed within the times specified.

26. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the Town and Master Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and Master Developer. The initial representative for the Town shall be the Mayor of the Town. The initial representative for Master Developer shall be Scout Holm. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

27. **Rights of Access.** The Town Engineer and other representatives of the Town shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this MDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the Town regulations.

28. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

29. **Applicable Law.** This MDA is entered into in Washington County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

30. **Venue.** Any action to enforce this MDA shall be brought only in the Fifth District Court for the State of Utah, Washington County.

31. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

32. **Conflicts.** The Town's Vested Laws shall apply to each Development Application except as the Town's Vested Laws are modified by this MDA (including all exhibits thereto).

33. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA shall be deemed to run with the land.

34. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this MDA lawfully binding the Town pursuant to Ordinance No. O-2025-09 adopted by the Town Council on March 12, 2025.

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 herein above written.

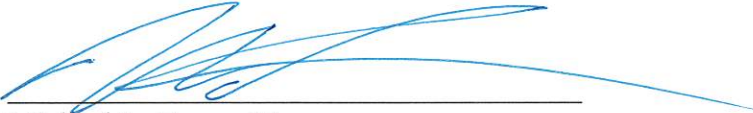
TABLE OF EXHIBITS

Exhibit “A”	Legal Description of the Property
Exhibit “B”	Master Plan
Exhibit “C”	Town’s Vested Laws

[signatures on following pages]

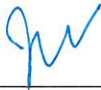
Town

TOWN OF APPLE VALLEY



Michael L. Farrar, Mayor

ATTEST



Jenna Vizcardo, Town Recorder

Office of the Town Attorney
Approved as to form and legality

TOWN ACKNOWLEDGEMENT

STATE OF UTAH)
)
 :SS
 COUNTY OF Washington)

On the 13th day of March, 2025, personally appeared before me Michael L. Farrar, who being by me duly sworn, did say that he is the Mayor of the Town of Apple Valley, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said Mayor acknowledged to me that the Town executed the same.



Michelle Kinney
 NOTARY PUBLIC

MASTER DEVELOPER**Gooseberry Springs Ranch**

A Utah limited liability company



Travis Holm, Manager

By Standard Development, LLC

A Utah limited liability company

As Manager for Gooseberry Springs Ranch, LLC

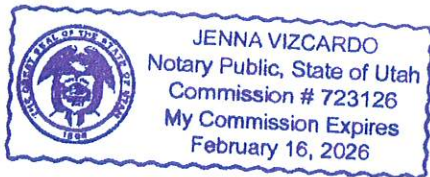


Travis Holm, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
 COUNTY OF Washington)

On the 12 day of March, 2025, personally appeared before me Travis Holm duly sworn, did say that he is the Manager of Standard Development, which is the Manager of **Gooseberry Springs Ranch, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the companies at lawful meetings held by authority of their operating agreements and signed in behalf of said companies.




NOTARY PUBLIC

EXHIBIT A
Legal Description of the Project

GOOSEBERRY SPRINGS RANCH LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 42 SOUTH, RANGE 12 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S88°35'37"E ALONG THE SECTION LINE OF SECTION 24, 1316.01 FEET; THENCE N01°17'25"E ALONG THE SIXTEENTH LINE OF SECTION 13, 3950.04 FEET; THENCE N88°45'02"W 1323.97 FEET; THENCE N01°25'39"E 601.06 FEET; THENCE S88°37'23"E 1322.56 FEET; THENCE S01°11'58"W 198.95 FEET; THENCE S88°43'00"E 2650.28 FEET; THENCE S01°26'11"W 199.74 FEET; THENCE S88°45'33"E 1324.10 FEET; THENCE S01°15'53"W ALONG THE EAST SECTION LINE OF SECTION 13, 4163.92 FEET; THENCE S01°37'32"W 1310.51 FEET; THENCE S01°24'13"W 1321.48 FEET; THENCE N88°36'47"W 2638.12 FEET; THENCE N88°35'57"W 1325.86 FEET; THENCE S01°21'01"W 307.00 FEET; THENCE S86°26'11"W 1326.23 FEET TO THE WEST SECTION LINE OF SECTION 24; THENCE N01°21'30"E ALONG SAID LINE, 421.76 FEET; THENCE N01°21'57"E ALONG SAID LINE, 1319.02 FEET; THENCE N01°21'57"E ALONG SAID LINE, 1319.05 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 32262938 SQUARE FEET OR 740.655 ACRES.

EXHIBIT B

MASTER PLAN

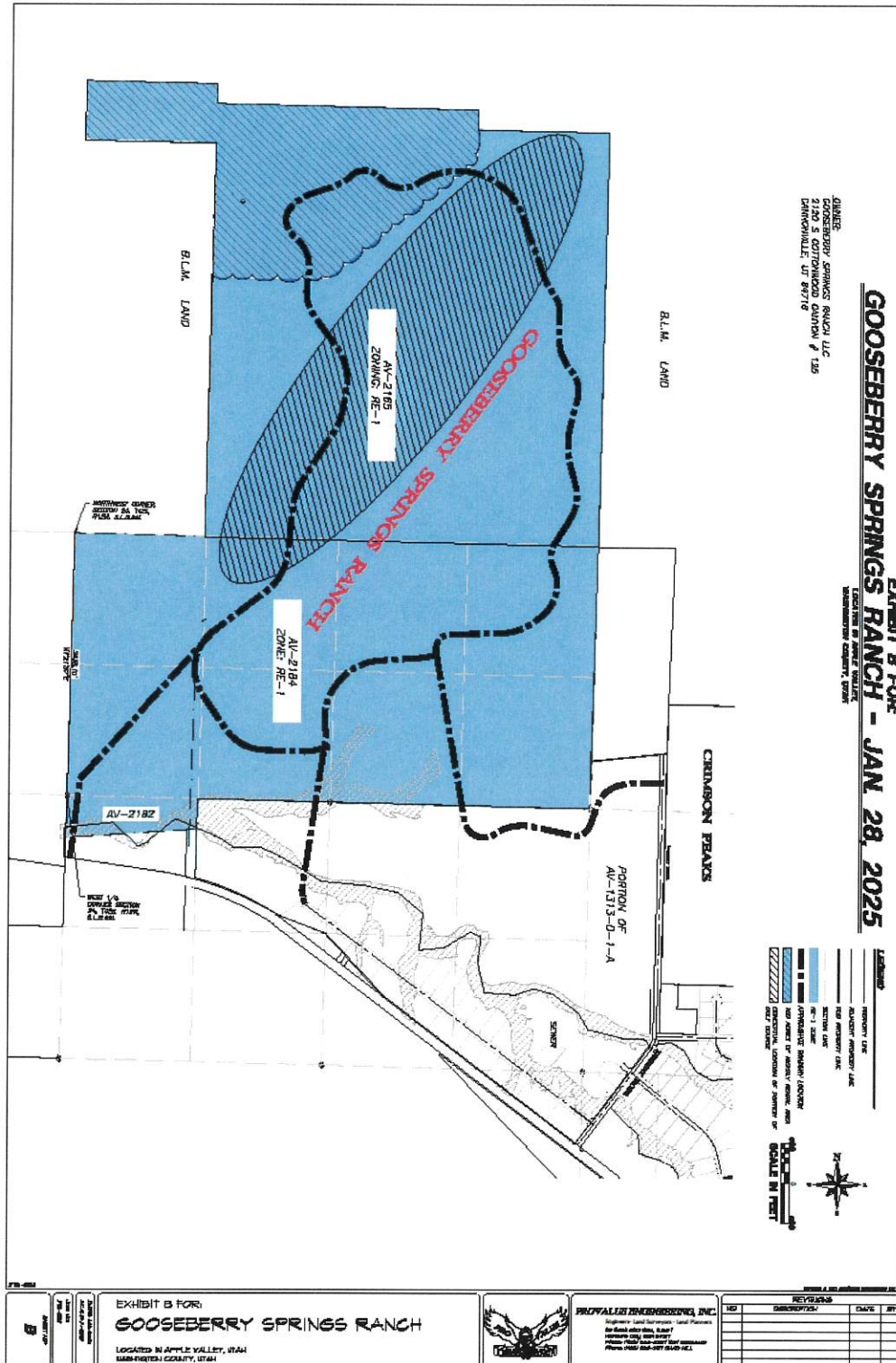


EXHIBIT C

TOWN'S VESTED LAWS
(ON FILE WITH THE TOWN RECORDER IN A DIGITAL FORMAT)

**APPLE VALLEY
ORDINANCE O-2025-18**

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

SECTION 1: **ADOPTION** “10.42 Beekeeping Regulations” of the Apple Valley Land Use is hereby *added* as follows:

ADOPTION

10.42 Beekeeping Regulations(*Added*)

The purpose of this chapter is to authorize beekeeping subject to certain requirements intended to avoid problems that may otherwise be associated with beekeeping in populated areas.

SECTION 2: **ADOPTION** “10.42.010 Purpose” of the Apple Valley Land Use is hereby *added* as follows:

ADOPTION

10.42.010 Purpose(*Added*)

The purpose of this chapter is to authorize beekeeping subject to certain requirements intended to avoid problems that may otherwise be associated with beekeeping in populated areas.

SECTION 3: **ADOPTION** “10.42.020 Certain Conduct Unlawful” of the Apple Valley Land Use is hereby *added* as follows:

ADOPTION

10.42.020 Certain Conduct Unlawful(*Added*)

(1) It shall also be unlawful to maintain an apiary in violation of the requirements of this chapter.

(2) Notwithstanding compliance with the various requirements of this chapter, it shall also be unlawful for any person to maintain an apiary or to keep any colony on any property in a manner that threatens public health or safety, or creates a nuisance.

(3) A person shall not locate nor allow a hive on property owned or occupied by another person without first obtaining written permission from the owner or occupant.

(4) A person shall comply with all state laws as stated in Chapter 11 “Utah Bee Inspection Act.”

SECTION 4: **ADOPTION** “10.42.040 Enforcement” of the Apple Valley Land Use is hereby *added* as follows:

ADOPTION

10.42.040 Enforcement(*Added*)

As per the towns code enforcement ordinance 16.01.010, a first violation of this chapter that does not result in physical injury or property damage to another shall be an infraction. This can result in fines and/or misdemeanor criminal charges as per AV civil code enforcement ordinance 16.02.010.

SECTION 5: **ADOPTION** “10.42.030 Water” of the Apple Valley Land Use is hereby *added* as follows:

ADOPTION

10.42.030 Water(*Added*)

Each beekeeper shall ensure that a constant source of fresh water is available on the same property as the apiary to minimize any nuisance created by bees seeking water on neighboring property.

SECTION 6: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 7: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 8: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from May 21, 2025.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL
_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



ORDINANCE O-2025-20

AN ORDINANCE AMENDING THE TOWN OF APPLE VALLEY GENERAL PLAN MAP

WHEREAS, the Town of Apple Valley (“Town”) has adopted a General Plan in accordance with Utah Code Title 10, Chapter 9a, Municipal Land Use, Development, and Management Act; and

WHEREAS, the Town has identified necessary updates to the General Plan Map, including but not limited to:

- Amendments to reflect changes in zoning associated with approved Master Development Agreements (MDAs),
- Updates to parcels currently designated as Bureau of Land Management (BLM) land that are, in fact, privately owned, and
- Adjustments related to the A-X zoning areas to align with current land use patterns and Town policies; and

WHEREAS, the Planning Commission Chair Bradley Farrar consulted with the GIS Manager at Sunrise Engineering regarding the technical accuracy of the proposed updates to the General Plan Map; and

WHEREAS, the Town finds that the proposed amendments better align the General Plan Map with the Town’s previously conducted survey, community goals, and vision, and that none of the proposed changes contradict the findings of said survey; and

WHEREAS, the proposed amendments have been properly reviewed and recommended by the Planning Commission following a duly noticed public meeting, and were subsequently presented for final consideration and approval to the Town Council; and

WHEREAS, the Town Council finds that the General Plan Map amendments are in the best interest of the health, safety, and welfare of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH, AS FOLLOWS:

SECTION 1. ADOPTION OF AMENDED GENERAL PLAN MAP.

The Town Council hereby adopts the amended General Plan Map as presented, reflecting:

- All necessary A-X zone changes,
- Updates to zoning based on approved MDAs,
- Corrections of parcel ownership classifications from BLM to private ownership, as shown on the attached Exhibit "A" (PDF copy of the updated map).

SECTION 2. SUPPORTING DOCUMENTATION.

The Town’s prior survey and public input records serve as supporting documentation for this action, affirming that the amendments align with community expectations and the Town’s long-term planning objectives.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND ADOPTED by the Town Council of the Town of Apple Valley, Utah, this ____ day of _____, 2025.

PRESIDING OFFICER

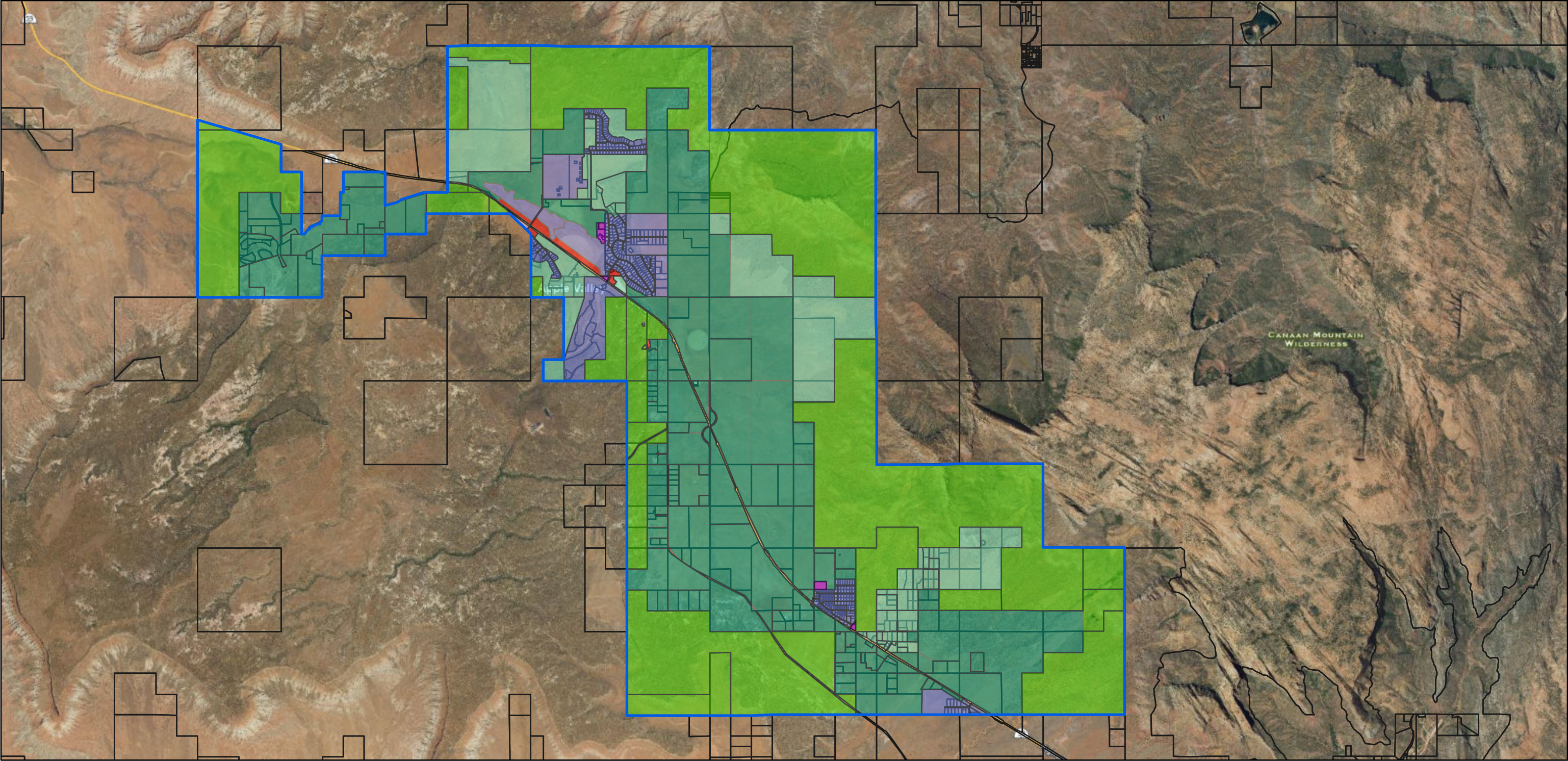
Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

VOTE RECORD:	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Annie Spendlove	_____	_____	_____	_____
Council Member Scott Taylor	_____	_____	_____	_____
Council Member Richard Palmer	_____	_____	_____	_____

Apple Valley Proposed General Plan 4/28/25



4/28/2025, 1:59:42 PM

- Town Boundary

General Plan

A - Agricultural

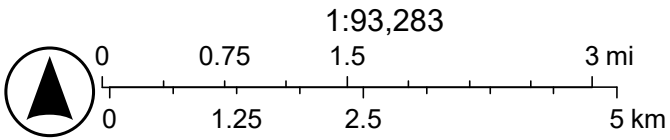
C - Commercial
- CTP - Cabin/Tiny Home

INST - Institutional

OS - Open Space
- R2 - Residential Medium: 1 - 5 Acres

R3 - Residential Low: 5 + Acres

Washington County Parcels





TOWN COUNCIL HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, April 16, 2025 at 6:00 PM

MINUTES

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

PLEDGE OF ALLEGIANCE

PRAYER – Prayer was offered by Council Member Sair.

ROLL CALL

PRESENT

Mayor Michael Farrar
Council Member Kevin Sair
Council Member Annie Spendlove
Council Member Scott Taylor
Council Member Richard Palmer

DECLARATION OF CONFLICTS OF INTEREST

None declared.

CLOSED SESSION FOR STRATEGY REGARDING PENDING LITIGATION UNDER UTAH CODE § 52-4-205(1)(C)

MOTION: Mayor Farrar motioned for a closed session for strategy session regarding pending litigation under UTAH CODE § 52-4-205(1)(C).

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Sair - Aye
Mayor Farrar - Aye
Council Member Spendlove - Aye
Council Member Palmer - Aye

The vote was unanimous and the motion carried.

MAYOR'S TOWN UPDATE \ REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Mayor Farrar announced that District Water Operator Dan Harsh achieved Level Four certification, the highest available. Although not required for the District or Apple Valley, Dan's work and public feedback were praised.

The mayor reported that the district received a perfect score on its recent water inspection, crediting a team effort and highlighted strong relationships with the State Division of Drinking Water.

Upcoming events included the Easter Egg Hunt at 10:00 AM Saturday at the town park, with \$15 professional photos benefiting the community garden, and the Easter Car Show in Hurricane, where Mayor Farrar planned to participate and donate any prize winnings to the community garden.

Council Member Sair reminded residents to report thistle sightings to the office for spraying efforts. Improvements in thistle control compared to previous years were noted.

Mayor Farrar reported the pipeline project was nearly complete, with testing passed and final pump house and electrical work in progress.

PUBLIC HEARING

1. Amend Title 5.09.060 Fees and 5.09.070 Special Events - Application Review, Approval And Issuance, Ordinance O-2025-15.

The Council moved into a public hearing to consider Ordinance O-2025-15, which involved amendments to:

- Title 5.09.060 Fees and 5.09.070 Special Events Application Review, Approval, and Issuance.
- The dust control fee for contractors would be increased from \$1,000 to \$2,000 to better cover the actual cost of dust mitigation during construction and events.
- Language was added to clarify that event applications could be reviewed and sent to the Town Council by the Mayor or an appointed town official.

Mayor Farrar mentioned that during a recent foot race event, there were minimal complaints regarding dust and drones, indicating improvements over previous years.

Mayor Farrar opened the hearing.

No public comments.

Mayor Farrar closed the public hearing.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

No public comments.

DISCUSSION AND POSSIBLE ACTION

2. Discussion and Possible Approval of Settlement Agreement with DRL Investments, LLC Resolving Civil Case No. 220500913, Including Terms Related to Zoning of Parcel AV-1329-B and Future Development Restrictions.

Mayor Farrar introduced discussion on the possible approval of a settlement agreement with DRL Investments LLC regarding Civil Case Number 220500913. The agreement involved terms related to the zoning of parcel AV-1329-B and future development restrictions. The property in question covers approximately 60 acres located just north of the Well Subdivision.

Mayor Farrar explained that this was an old lawsuit that had resurfaced, and after negotiations with the plaintiffs, a fair agreement was reached. Approval of the settlement would rezone the property to allow one-acre lots. Mayor Farrar invited a motion to approve the agreement.

MOTION: Council Member Sair motioned that we approve Settlement Agreement with DRL Investments, LLC Resolving Case No. 220500913, Including Terms Related to Zoning of Parcel AV-1329-B and Future Development Restrictions.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye

Council Member Sair - Aye

Mayor Farrar - Aye

Council Member Spendlove - Aye

Council Member Palmer - Aye

The vote was unanimous and the motion carried.

3. Ordinance O-2025-15, Amend Title 5.09.060 Fees and 5.09.070 Special Events - Application Review, Approval And Issuance.

Mayor Farrar introduced Ordinance O-2025-15, which proposed amendments to Title 5.09.060 regarding fees and 5.09.070 regarding special events application review, approval, and issuance. The ordinance had been discussed earlier in the meeting. Mayor Farrar invited Council Member Kevin Sair, who was prepared, to make a motion regarding the ordinance.

MOTION: Council Member Sair motioned we amend the title, Ordinance O-2025-15, Amended Title 5.09.060 Fees and 5.09.070 Special Events - Application Review, Approval And Issuance.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye

Council Member Sair - Aye

Mayor Farrar - Aye

Council Member Spendlove - Aye

Council Member Palmer - Aye

The vote was unanimous and the motion carried.

4. Ordinance O-2025-14, Zone Change Application - Apple Valley Fire Station No. 2 - Existing Zone: Open Space Transition, Proposed Zone: Institutional, Parcel: AV-1366-A-8-C.

*Planning Commission recommended approval on April 9, 2025.

Mayor Farrar introduced Ordinance O-2025-14, a proposed zone change application for Apple Valley Fire Station Number Two. The existing zoning for parcel AV-1366-A-8-C, located in the Cedar Point area, was Open Space Transition, and the proposal was to rezone it to Institutional.

Mayor Farrar explained that the town needed to properly rezone the property to Institutional to ensure compliance with zoning rules, noting that the Planning Commission had recommended approval on April 9, 2025. The Institutional zone classification covers uses such as fire stations, wells, and water tanks. Mayor Farrar also mentioned that other town properties might require future rezoning to align with proper zoning standards.

Council Member Spendlove clarified that their earlier concerns regarding higher-density facilities within smaller lot sizes were related to a different item and not this particular zone change.

MOTION: Council Member Sair motioned we approve the Zone Change Application - Apple Valley Fire Station No. 2 - Existing Zone: Open Space Transition, Proposed Zone: Institutional, Parcel: AV-1366-A-8-C.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye

Council Member Sair - Aye

Mayor Farrar - Aye
 Council Member Spendlove - Aye
 Council Member Palmer - Aye

The vote was unanimous and the motion carried.

5. Ordinance O-2025-16, Zone Change Application - Jenkins B and B LLC - Existing Zone: Open Space Transition, Proposed Zone: (A-10) Agricultural, Parcel: AV-1354-NP-8.

*Planning Commission recommended approval on April 9, 2025.

Mayor Farrar introduced Ordinance O-2025-16, proposing a zone change for parcel AV-1354-NP-8 off Coyote Road from Open Space Transition (OST) to Agricultural (A-10). The property owners, who already have a house on the site, requested the change to build an accessory building, as OST zoning does not allow for the necessary permit. The Planning Commission recommended approval on April 9, 2025.

MOTION: Council Member Spendlove motioned that we approve Ordinance O-2025-16, Zone Change Application - Jenkins B and B LLC - Existing Zone: Open Space Transition, Proposed Zone: (A-10) Agricultural, Parcel: AV-1354-NP-8.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye
 Council Member Sair - Aye
 Mayor Farrar - Aye
 Council Member Spendlove - Aye
 Council Member Palmer - Aye

The vote was unanimous and the motion carried.

6. Ordinance O-2025-13, Amend Title 10.10.130 Institutional Zone.

*Planning Commission recommended approval on April 9, 2025.

Mayor Farrar introduced Ordinance O-2025-13, amending Title 10.10.130 to reduce setback requirements in the Institutional zone to accommodate a new fire station on a small lot. The mayor noted the changes were specific to the site and could be revised in the future if needed. Council Member Spendlove expressed concern about allowing higher-density uses on small parcels but agreed any future development would require Council approval.

MOTION: Council Member Taylor moved we approve Ordinance O-2025-13, Amend Title 10.10.130 Institutional Zone. Planning Commission recommended approval on April 9, 2025.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye
 Council Member Sair - Aye
 Mayor Farrar - Aye
 Council Member Spendlove - Aye

Council Member Palmer - Aye

The vote was unanimous and the motion carried.

7. Resolution R-2025-06, Appointment of Planning Commission Member, Kael Hirschi.

Mayor Farrar introduced Resolution R-2025-06, recommending the appointment of Kael Hirschi as a permanent member of the Planning Commission. Kael had been serving as an alternate and was supported by the Commission. The mayor emphasized the importance of involving younger residents in civic roles and noted Kael's background in ranching and construction. Council Member Spendlove agreed, stating that participation on the Planning Commission is a strong starting point for future leadership.

MOTION: Council Member Sair motioned that we approve the Resolution R-2025-06, Appointment of Planning Commission Member, Kael Hirschi.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye

Council Member Sair - Aye

Mayor Farrar - Aye

Council Member Spendlove - Aye

Council Member Palmer - Aye

The vote was unanimous and the motion carried.

Mayor Farrar thanked Kael Hirschi for volunteering his time and commitment to serve on the Planning Commission, noting that although Kael was not present at the meeting, he would likely view the recording later.

8. Engagement Letter to reflect the Apple Valley and Big Plains Component Unit Audit for 2024.

Mayor Farrar presented the engagement letter for the 2024 audit, covering both the Town of Apple Valley and the Big Plains Water Special Service District. He explained that audits are legally required and performed by a state-approved CPA hired before the current administration.

The audit, covering July 2023 through June 2024, found no internal control issues. Minor overspending was noted in the general fund (\$4,000) and the water district (\$65,000), largely due to prior legal and engineering expenses. Despite this, both entities showed strong financial health, with increased revenues, spending reductions, and growing reserves.

The mayor highlighted staffing additions, new equipment, and active grant writing efforts.

MOTION: Council Member Taylor moved we approve the Engagement Letter to reflect the Apple Valley and Big Plains Component Unit Audit for 2024.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye

Council Member Sair - Aye

Mayor Farrar - Aye
 Council Member Spendlove - Aye
 Council Member Palmer - Aye

The vote was unanimous and the motion carried.

DISCUSSION

9. Discussion on the sheriffs contract and a new proposed contract from the Colorado City police department.

Mayor Farrar updated the Council on law enforcement service options. The current agreement with the Washington County Sheriff's Office, which costs the town \$15,000 annually, is set to double to \$30,000 due to rising costs. While acknowledging the value of the sheriff's services, the mayor expressed concerns about the town's fragmented court and enforcement structure and the rising legal expenses associated with prosecuting and defending local cases.

As an alternative, the mayor shared that he met with the Colorado City Police Chief, who also provides service in Utah and currently patrols Hilldale. They proposed a \$100,000 annual contract to provide Apple Valley with a dedicated patrol officer, vehicle, and integrated dispatch services, improving response times and communication. The arrangement could also allow Apple Valley to participate in the Hilldale court system, potentially increasing the town's share of citation revenue and reducing overall legal costs.

Mayor Farrar emphasized that no decision had been made and the proposal was still under review. He intends to meet with the Hilldale Mayor to further explore the court partnership and possibly bring both police and sheriff representatives to a future work meeting. The Council expressed interest in exploring the option, with Council Member Sair raising concerns about constitutional authority differences between sheriffs and municipal police departments. Council Member Taylor noted the potential benefits of faster response times and greater public safety along Highway 59.

Mayor Farrar stressed the goal was not aggressive ticketing but improved safety and deterrence, especially in light of resident concerns and recent dangerous traffic incidents. The discussion will continue as more information becomes available. Further meetings will be held to evaluate the proposal before bringing it to a vote.

CONSENT AGENDA

10. FY2024 Audited Financial Report and Certification for Apple Valley Town and Big Plains Water SSD.
11. Disbursement Listing for February and March 2025.
12. Budget Report for Fiscal Year 2025 through February and March 2025.
13. Minutes: March 12, 2025 - Special Town Council Hearing and Meeting.
14. Minutes: March 19, 2025 - Mayors Town Address about water.

Mayor Farrar presented Consent Agenda items 10 through 14.

Council Member Spendlove suggested that for future town addresses, council members be seated with the mayor to present a unified front. The Council supported the suggestion.

MOTION: Council Member Spendlove motioned that we approve the Consent Agenda.

SECOND: The motion was seconded by Council Member Sair.

VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Sair - Aye
Mayor Farrar - Aye
Council Member Spendlove - Aye
Council Member Palmer - Aye

The vote was unanimous and the motion carried.

ADJOURNMENT

MOTION: Council Member Sair motioned we adjourn.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Sair - Aye
Mayor Farrar - Aye
Council Member Spendlove - Aye
Council Member Palmer - Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 6:52 p.m.

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo



SPECIAL TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, April 23, 2025 at 6:00 PM

MINUTES

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

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Michael Farrar

Council Member Kevin Sair

Council Member Scott Taylor

Council Member Richard Palmer

ABSENT

Council Member Annie Spendlove

DECLARATION OF CONFLICTS OF INTEREST

None declared.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

One member of the public briefly expressed support for the proposed purchase of a new fire truck. No other comments were received, and the public comment period was closed.

DISCUSSION AND ACTION

1. Resolution R-2025-07 Authorizing The Emergency Procurement Of A Fire Suppression Vehicle.

The council considered Resolution R-2025-07, which authorized the emergency purchase of a fire suppression vehicle. The Fire Chief presented detailed background information to support the need for the new vehicle:

- **Current Equipment Condition:** The town's frontline engine, a 1991 vehicle received from a neighboring district, recently failed its annual NFPA pump test twice. The vehicle is outdated (over 30 years old), suffers from mechanical failures (including transmission issues), and lacks modern safety features.
- **NFPA Standards:** The National Fire Protection Association recommends retiring firefighting apparatus after 25 years. Both of the town's fire engines exceed this recommendation.
- **Vehicle Search and Recommendation:** After researching viable options, the Fire Chief recommended purchasing a 2011 fire engine with 26,000 miles, priced at \$150,000 from a department in southern Colorado. This truck aligns with NFPA guidelines, is logistically accessible, and has a favorable operational lifespan.
- **Cost Considerations:** Repairing the old truck would cost an estimated \$10,000–\$15,000 with no long-term value. The new-to-the-town vehicle could serve for approximately 10 years, after which it could be rotated to the secondary station.
- **Fiscal Impact:** The Mayor stated that the town has sufficient funds to purchase the truck without affecting emergency savings. Although the town explored payment plans and grant options, paying cash upfront was deemed the most prudent course of action.

- **Future Planning:** Discussion included long-term needs for a third fire truck due to town geography, future developer involvement in funding apparatus, and limitations of grant funding (most federal grants cover new equipment only, not used).
- **Growth and Fiscal Strategy:** The Mayor and Fire Chief emphasized the importance of preparing a strategic, long-term fire services plan, including future impact fee studies and setting aside annual depreciation funds. The lack of growth and limited commercial development were noted as funding constraints, though upcoming projects may improve the situation.

MOTION: Council Member Taylor moved that we approve the Resolution R-2025-07 Authorizing The Emergency Procurement Of A Fire Suppression Vehicle.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye
 Council Member Sair - Aye
 Mayor Farrar - Aye
 Council Member Palmer - Aye
 Council Member Spendlove - Absent

The vote was unanimous and the motion carried.

- The Fire Chief confirmed this was the best available vehicle and that the old truck would be surplussed (not retained as a backup).
- Proceeds from the surplus sale (estimated around \$20,000) could help offset the purchase cost.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

MOTION: Council Member Sair motioned to go into a closed session for pending or imminent litigation.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a Roll Call vote:

Council Member Taylor - Aye
 Council Member Sair - Aye
 Mayor Farrar - Aye
 Council Member Palmer - Aye
 Council Member Spendlove - Absent

The vote was unanimous and the motion carried.

ADJOURNMENT

Mayor Farrar reconvened the meeting and called for a motion to adjourn.

MOTION: Council Member Sair motioned to adjourn.

SECOND: The motion was seconded by Council Member Palmer.

VOTE: Mayor Farrar called for a vote:

Council Member Taylor - Aye
Council Member Sair - Aye
Mayor Farrar - Aye
Council Member Palmer - Aye
Council Member Spendlove - Absent

The vote was unanimous and the motion carried.

Meeting adjourned at 6:36 p.m.

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo