



TOWN COUNCIL PUBLIC HEARING AND MEETING

1777 N Meadowlark Dr, Apple Valley
Wednesday, June 26, 2024 at 6:00 PM

Mayor | Michael Farrar |

Council Members | Kevin Sair | Janet Prentice | Annie Spendlove | Scott Taylor |

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. Compensation Increase for Specific Executive Municipal Officer (Fire Chief), Ordinance-O-2024-33.
2. Adoption of the FY2025 Budget and Amendment of the FY2024 Budget.
3. Amend Title 2.09.050 Mayoral Compensation Schedule, O-22024-24.
4. Amend Title 8.08.030 Fireworks Restrictions, Ordinance-O-2024-25.
5. Amend Title 8.06.050 Noxious Weeds And Garbage Failure To Comply, Ordinance-O-2024-26.

DISCUSSION AND ACTION - NEW BUSINESS

- [6.](#) Compensation Increase for Specific Executive Municipal Officer (Fire Chief), Ordinance-O-2024-33.
- [7.](#) Resolution-R-2024-28, Town Of Apple Valley To Cover A Portion Of The Increase To The Firefighters Utah Retirement System (URS).
- [8.](#) Resolution-R-2024-26, Interlocal Agreement with Big Plains Water Special Service District.
- [9.](#) Resolution-R-2024-25, Adoption of the FY2025 Budget and Amendment of the FY2024 Budget.
- [10.](#) Amend Title 2.09.050 Mayoral Compensation Schedule, Ordinance-O-2024-24.
- [11.](#) Amend Title 8.08.030 Fireworks Restrictions, Ordinance-O-2024-25.
- [12.](#) Amend Title 8.06.050 Noxious Weeds And Garbage Failure To Comply, Ordinance-O-2024-26.
- [13.](#) Resolution-R-2024-27, Appointing a responsible Town Council Member of the Emergency Management Program.

DISCUSSION AND ACTION - OLD BUSINESS

- [14.](#) Consider Approval of the Development Agreement for Oculita Roca (Hidden Rock Development Group, LLC).

*Tabled from November 29, 2023 Town Council Meeting.

DISCUSSION AND ACTION - PLANNING COMMISSION BUSINESS

- [15.](#) Amend Title 10.07.090 Conditional Use Permit, Ordinance-O-2024-22.

*Planning Commission recommended approval on June 5, 2024.

- [16.](#) Amend Title 10.14 Short Term Vacation Rental Rules and Regulations, Ordinance-O-2024-23.

*Planning Commission recommended approval on June 5, 2024.

- [17.](#) Ordinance-O-2024-28, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1378-N, AV-1378-R, AV-1378-S, AV-1378-P. Applicant: Cortney Barlow.

*Planning Commission recommended approval on June 5, 2024.

- [18.](#) Ordinance-O-2024-29, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1365-O. Applicant: Jonathan J George.

*Planning Commission recommended approval on June 5, 2024.

- [19.](#) Ordinance-O-2024-30, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1367-A, AV-1370-A, AV-1371-A, AV-1368, AV-1356-A-1, AV-1360, AV-1357, AV-1356-B, AV-1359, AV-1349, AV-1348-B. Applicant: Hirschi Big Plain Ranch Irrevocable Trust.

*Planning Commission recommended approval on June 5, 2024.

- [20.](#) Ordinance-O-2024-31, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcel: AV-1365-N. Applicant: John Carl Izaak McHenry/Todd A Chamberlain.

*Planning Commission recommended approval on June 5, 2024.

- [21.](#) Ordinance-O-2024-32, Zone Change Application from Open Space Transition to A-X Agricultural Zone for parcels: AV-1390, AV-1366-A-1, AV-1369-A. Applicant: Farrar Family Trust.

*Planning Commission recommended approval on June 5, 2024.

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.

- [22.](#) Approval of Minutes: May 22, 2024.

- [23.](#) Disbursement Listing for May 2024.

- [24.](#) Budget Report for Fiscal Year 2024 through May 2024.

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.

**TOWN OF APPLE VALLEY
ORDINANCE O-2024-33**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH
ENACTING COMPENSATION INCREASES FOR SPECIFIC EXECUTIVE MUNICIPAL OFFICERS**

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91; and

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding Town employee salaries; and

WHEREAS, the City of Town of Apple Valley must now publish public notice and hold a separate public hearing on proposed compensation increases for executive municipal officers before adopting those increases; and

WHEREAS, the Town Council finds that enacting the proposed compensation increase as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, and welfare of the residents of the Town of Apple Valley, Utah.

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

SECTION I – ENACTMENT

The attached Exhibit A contains compensation increases for executive municipal officers proposed for inclusion in the Town’s Fiscal Year 2025 budget.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, or policies, Town of Apple Valley heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Town Council of the Town of Apple Valley and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Town of Apple Valley Town Clerk/Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710–711, to do as follows:

- a. deposit a copy of this ordinance in the office of the Town Clerk/Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the Town’s official website; and
 - ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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

Exhibit A

Title	Merit Increase	Proposed Total Percentage Increase
Fire Chief	14.59% (\$48,000 to \$55,000)	16.73% (URS increase of 2.14%)

TOWN OF APPLE VALLEY**RESOLUTION NO. R-2024-28****A RESOLUTION REQUESTING THE TOWN OF APPLE VALLEY TO COVER A PORTION OF THE INCREASE TO THE FIREFIGHTERS UTAH RETIREMENT SYSTEM (URS)**

WHEREAS, the Town of Apple Valley (“Town”) is authorized to employ a full-time Fire Chief personnel; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for a full-time Fire Chief personnel by the Town; and

WHEREAS, it is the intent of the Town Council to approve and authorize coverage under Firefighters Retirement Systems for full-time Fire Chief personnel.

WHEREAS, the rate schedule for the Firefighter Tier II Contributory Retirement System includes an employee portion; and

WHEREAS, it is the desire of the Town to cover all benefits for employees enrolled in the Firefighter Tier II Contributory Retirement System administered by the Utah Retirement Systems; and

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

WHEREAS, the Town desires to formally pick up employee contributions at 4.73% to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session), for all employees participating in said system; and

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called noticed and held on the 26th day of June, 2024, and upon motion duly made and seconded:

BE IT FURTHER RESOLVED that the 4.73% of contributions designated as employee contributions for state law purposes, will be paid by the Town of Apple Valley.

BE IT FURTHER RESOLVED that the picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirement Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked-up contributions are a supplement and not a salary reduction to the Town employees who are eligible for and participating members in the Firefighter Tier II Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick up, a Town employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick-up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the Town on behalf of its employees to the Utah Retirement Systems.

APPROVED by the Town Council of Apple Valley, Utah, this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

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



Town Council Agenda Item

Michelle Kinney <mkinney@applevalleyut.gov>

Mon, Jun 10, 2024 at 11:07 AM

To: Town Clerk <clerk@applevalleyut.gov>, Town of Apple Valley <mayor@applevalleyut.gov>, "(Michael) Fire Department" <firedepartment@applevalleyut.gov>

Jenna,

The mayor would like to cover the increase for the fire Chiefs URS. The percentage that will be covered on behalf of the employee starting in FY2025 is 4.73% of his salary.

In 2022, the Town Council elected to pick up the employee portion of this expense when the rate was set at 2.59%. With the 2022 election the town must cover at least that amount moving forward. In the upcoming fiscal year, the rate is once again increasing to 4.73%. For this reason, the Town Council will need to approve the additional amount. Please add this agenda item to the next Town Council meeting per the Mayor.

Once this is done please forward me the resolution or meeting minutes for me to send in to URS for review with our new pick-up documents.

Thanks

--

Michelle Kinney
Town of Apple Valley
Big Plains Water Special Service District
Finance Director/ Deputy Clerk
435-877-1190
[1777 N Meadowlark Dr.](mailto:clerk@applevalleyut.gov)
[Apple Valley UT 84737](mailto:clerk@applevalleyut.gov)



Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7318 | 800-753-7318
www.urs.org

Employer Election To Pick-Up Member Contributions Tier 2 Public Safety and Firefighter Contributory System

Instructions:

1. This form is designed to notify URS of an Employer’s formal election to pick-up Member retirement contributions for Tier 2 Public Safety and Firefighter Employees.
2. This form and accompanying documentation must be returned to URS for processing.
3. A pick-up election is subject to federal law, resulting in tax and legal consequences, including limitations about the ability to modify or revoke the election. For information regarding employer pick-up contributions, please refer to federal law and guidance, including Internal Revenue Code Section 414 and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your Tier 2 Public Safety and Firefighter employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
4. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of Member contribution pick-ups and submitting this form.

SECTION A » EMPLOYER INFORMATION		
Employer Name Town of Apple Valley	Employer Number 391	Date 6/26/2024
Desired Effective Date: <u>7/1/2024</u> (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		
SECTION B » PICK-UP AMOUNT(S)		
<p>The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Check the box and fill in the portion of employee contributions picked-up for each class of employees below.)</p> <p>Please also attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.) Note: If you are picking-up contributions for public safety, and firefighter employees, check all the boxes</p> <p><input type="checkbox"/> Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a Public Safety Officer:</p> <p style="padding-left: 40px;"><input type="radio"/> _____ % of salary. (*e.g., 4.73% of salary)</p> <p><input checked="" type="checkbox"/> Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a Firefighter:</p> <p style="padding-left: 40px;"><input type="radio"/> <u>4.73</u> % of salary. (*e.g., 4.73% of salary)</p> <p><small>*These amounts are the required Member Contribution Rates effective July 1, 2024. Employers are not required to pay the full Member Contribution rate and may pick up a percentage of salary. The percentages included by the Employer may not exceed the required Member Contribution rate and cannot be less than the amount previously picked-up by the Employer.</small></p>		
SECTION C » CERTIFICATION AND SIGNATURE		
I acknowledge, certify and understand the following: <ul style="list-style-type: none"> » I represent and have the authority to sign and submit this form on behalf of the Employer; » The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up regarding employee contributions on behalf of its employees; » The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h); » From and after the date of the pick-up election, an Employee may not: 1) have a cash or deferred election right with respect to designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan; » In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction—In other words, the Employer must not reduce employee salary to offset the amount designated as employee contributions; » Future modifications to this Employer election may be disallowed or limited; » The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer; » I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a “pick-up” election or submitting this form; » The information provided on this form and attached documentation is correct and can be relied upon by URS; and » I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer’s failure to comply with pick-up election requirements. 		
Printed Name of Employer Representative (Binding Official) Michael L. Farrar	Signature of Binding Official	Title Mayor

**TOWN OF APPLE VALLEY
RESOLUTION NO. R-2024-26**

INTERLOCAL AGREEMENT FOR USE OF PERSONNEL AND PHYSICAL RESOURCES

THIS AGREEMENT is made and entered effective as of the 1st day of July 2024, by and between the Town of Apple Valley, Utah, a Utah municipal corporation ("Town") and Big Plains Water Special Service District, a Utah special service district ("District"). This agreement will replace and supersede any past interlocal agreements between Big Plains Water Special Service District and the Town of Apple Valley.

RECITALS

WHEREAS, the Town, pursuant to Utah law, caused the creation of the District in order to provide for water services within the Town; and

WHEREAS, both the Town and the District are authorized under Utah law to enter into agreements for joint or cooperative action; and

WHEREAS, it is in the best interests of both the Town and the District to operate in an effective and efficient manner for the good of the citizens; and

WHEREAS, the Town is willing to allow the District to utilize certain Town personnel and physical resources in exchange for reimbursement to the Town.

WHEREAS, the District is willing to allow the Town to utilize certain District personnel and water in exchange for reimbursement to the District; and

WHEREAS, the previous interlocal agreement for personnel and physical resources, dated April 21, 2022, was outdated; and the District and Town desire to repeal the old interlocal agreement and adopt this interlocal agreement that better suits both parties.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. USE OF TOWN PERSONNEL (CLERK/ACCOUNTING/BILLING/ADMIN/PURCHASING AGENT)

Both parties agree to a flat rate of \$5,000.00 per month for the interlocal agreement. This will cover all personnel costs, office supplies, equipment, CPA/accountant, 15 hours a week for a shared water assistance/maintenance person and all other fees as described in this agreement.

The Town agrees that, until otherwise determined by both the Town and the District, the District may use the services of Town employees, as approved between the Town and the District, as reasonably necessary to conduct the business of the District.

The above-mentioned rate shall cover all rates and fees including payroll taxes of 7.85% to cover FICA, workers compensation and unemployment. No other benefits will be reimbursed, regardless of the status of the individual performing the work. The District would normally employ a part-time person to perform the work described above. The District will not engage in absorbing expenses not otherwise paid by the District if a stand-alone.

2. USE OF TOWN EQUIPMENT AND PHYSICAL RESOURCES

Building: The District has purchased their own mobile office. Included in this agreement is the space rent for the office on the town's property located at the Town Hall as well as the electricity used to service said office.

Office Supplies: This is included in the monthly fee to cover the costs of office supplies, i.e., pens, folders, paper clips, etc.

Monthly Invoicing: The solid waste fee billed by the Town, includes fees for postage. The District will not be charged for postage fees until such a time when billing has been separated. The District will give the large copy machine to the town and the town will take ownership of the copy machine. The town will supply the district office with a smaller personal sized printer. Included in the monthly fee will be the cost of all printer ink and toner.

Telephone/Internet: Included in this agreement is one internet connection to the water districts office. .

Website Usage: Included in this agreement is the costs to maintain the website. The district shall be given its own page with all information pertaining to the District not to be comingled on Town pages, other than meetings and code pages. Any website or design changes/improvements would be the responsibility of the district.

Zoom for Meetings: The fees for this service are included in this agreement.

Backhoe: The District's use will be minimal. Backhoe use will be included under this agreement. Damage to the backhoe while being used by the district will be the responsibility of the district. The district will pay for any damages due to misuse or accidents. Any major mechanical repairs shall be the responsibility of the Town.

Dump Truck: The District's use will be minimal. Dump Truck use will be included under this agreement. Damage to the dump truck while being used by the district will be the responsibility of the district. The district will pay for any damages due to misuse or accidents. Any major mechanical repairs shall be the responsibility of the Town.

If the Town changes to different methods of providing the above services, the Chairman and Mayor may negotiate the change in charges and/or services.

4. WATER USAGE AND CHARGES FOR THE TOWN

The District shall charge the Town for water usage as a customer. These charges will be paid monthly to the district as any other water customer.

5. RECORD KEEPING

All files of the District shall be kept separate from the Town's records, i.e., separate filing cabinets, separate folder on the server, separate space on desks, separate area for ordinance and resolution binders, etc. so as to minimize the loss of records and enhance the efficiency of the Town personnel performing the work. All manual files will be stored at the town hall.

6. PAYMENT BY DISTRICT

The Town shall invoice the District on monthly basis. The District has 30 days from the date of the Town's invoice to make payment without incurring interest charges. Interest will be charged at 1.5% for each month or partial month the payment is late.

As early as possible for each fiscal year, the Town and District shall review the interlocal agreement, current billing rates and make any appropriate adjustments based on number of District customers, employee costs, and physical resource costs. Until a new agreement of rates supersedes the prior year agreement, the prior agreement shall remain in full effect.

7. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Mayor of the Town of Apple Valley and the Chairman of the administrative control board of the Big Plains Water Special Service District. In the event, that the Chairman of Big Plains Water Special Service District is the Mayor of the town, this agreement will be administered by a member of the administrative control board who is NOT on the Town Council.

8. RETAINED RIGHTS

Each party specifically retains all rights and obligations granted to or imposed upon it by state law.

9. AGREEMENT CONDITIONAL

The parties agree that this Agreement shall become effective immediately upon approval and execution hereof by the parties' respective Governing Bodies and the filing of the Agreement with the Parties' respective keeper of records.

10. LIABILITY AND HOLD HARMLESS

Town and District shall use reasonable diligence in performance of this Agreement, but do not assume any responsibility for any damage to the other party or others not the result of

carelessness, negligence, failure to adhere to established standards, or willful acts on the part of Town or the District or their employees, representatives or agents. Each party will indemnify, hold harmless, and defend the other party and its agents, principals, and employees from and against all claims, defenses, losses, liability and attorney fees arising out of or resulting from said party's failure to comply with the requirements of this Agreement, or with all federal, state and local laws applicable to the performance of this Agreement.

11. TERM

The term of this Agreement shall be for five (5) years initially, which may be extended on a year-to-year basis thereafter by written extension agreements entered into by the parties, not to exceed a total term of fifty (50) years. The monthly amount due can be re-negotiated once a year at the time of creating the town/district new fiscal budget.

12. DEFAULT OR BREACH

In the event of a default or breach in the performance of any obligation contained herein, the party not in default or breach shall provide written notice of such default or breach to the defaulting or breaching party. If such breach or default is not cured within thirty (30) days after receipt of such notice, the non-breaching or non-defaulting party may terminate this Agreement by providing thirty (30) days written notice of its election to terminate. Alternatively, or together in conjunction with such termination, the party in default or breach shall be liable to the other party for all damages suffered by said party, including costs of court and reasonable attorney fees.

13. AUTHORIZED AGREEMENT

Town and District hereby represent and warrant, one to the other, by signature of this Agreement, that its Governing Body has taken all action as required by law to approve this Agreement and to authorize execution of this Agreement on behalf of that party.

14. RECITALS

The recitals set forth at the beginning of this Agreement are incorporated herein by this reference as part of this Agreement.

15. CONSTRUCTION

This Agreement shall be governed by and construed under the laws of the State of Utah.

16. INDEPENDENT ACTION

The parties hereto shall not be deemed to be partners or joint venturers under this Agreement or in any manner.

17. LEGAL COMPLIANCE

Each party shall be responsible for ascertaining and overseeing compliance with all government and legal requirements.

18. ENTIRE AGREEMENT; NO THIRD-PARTY BENEFICIARIES

This Agreement contains the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

19. AMENDMENT

This Agreement may be amended only by a written instrument duly executed by the parties hereto.

20. SEVERABILITY

If any of the terms, covenants or conditions of this Agreement, or the application of any of such terms, covenants or conditions, shall be held invalid as to any person, party, or entity, by any court having jurisdiction in the premises, the remainder of this Agreement, and the application of its terms, covenants or conditions to such person, party or entity shall not be affected thereby.

21. NO WAIVER

Neither failure nor delay to object to any default or failure to perform under this Agreement on the part of either of the parties hereto shall operate as a waiver thereof. Any waiver at any time by either of the parties hereto of their rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

22. SUCCESSORS AND ASSIGNS

The terms of this Agreement shall be binding upon each of the parties hereto and their successors and assigns; provided that neither party may assign its rights hereunder without the prior written consent of the other, which consent may be withheld in the sole discretion of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the date set forth above to be effective as of the effective date set forth above.

TOWN

Mike Farrar, Mayor Date

DISTRICT

Ross Gregerson, Treasurer Date

ATTEST

Jenna Vizcardo, Town Clerk Date

TOWN OF APPLE VALLEY

RESOLUTION NO. R-2024-25

A RESOLUTION ADOPTING FISCAL YEAR 2025 ANNUAL BUDGET AND AMENDING FISCAL YEAR 2024 ANNUAL BUDGET

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

WHEREAS, the Town is authorized to amend the annual budget pursuant to the Act; and,

WHEREAS, the Town Council has complied with the Act’s provisions by adopting a tentative budget for the Fiscal Year 2024 Annual Budget on May 22, 2024; and

WHEREAS, the Town Council has presented a proposed amendment to the Fiscal Year 2024 Annual Budget; and

WHEREAS, the Town Council held a public hearing on June 26, 2024 to receive comment on the tentative Fiscal Year 2025 Annual Budget and the proposed amendments to the Fiscal Year 2024 Annual Budget; and

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard; and

NOW, THEREFORE, at a meeting of the legislative body of the Town of Apple Valley, Utah, duly called, noticed and held on the 26th day of June 2024, and upon motion duly made and seconded:

BE IT RESOLVED AS FOLLOWS:

The Fiscal Year 2024 Annual Budget is hereby amended and the Fiscal Year 2025 Annual Budget is hereby adopted as set forth in the attached exhibit. This resolution shall take effect upon passage and posting as required by law.

RESOLVED this 26th day of June 2024.

[Signature Block on Next Page]

TOWN OF APPLE VALLEY
PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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

Town of Apple Valley

Budget Hearing June 26, 2024

<u>10 GENERAL FUND</u>	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
REVENUE						
Taxes						
3110 General Property Taxes-Current	105,007	136,103	140,189	145,000	136,661	160,000
3120 Prior Year's Taxes-Delinquent	12,804	5,139	0	0	8,000	0
3130 General Sales and Use Taxes	105,307	179,393	173,713	196,000	196,000	175,000
3140 Energy and Communication Taxes	15,889	25,250	42,108	45,700	45,700	40,000
3150 RAP Tax	10,459	18,739	17,593	18,500	18,500	18,000
3160 Transient Taxes	1,979	11,598	14,756	18,000	18,000	18,000
3170 Fee in Lieu of Personal Property Taxes	8,634	456	0	8,400	8,400	0
3180 Fuel Tax Refund	119	0	938	1,000	1,000	0
3190 Highway/Transit Tax	0	16831	16,237	17,100	17,100	17,100
Total Taxes	260,197	393,508	405,534	449,700	449,361	428,100
Licenses and Permits						
3210 Business Licenses	2,775	7,350	9,191	9,500	9,500	10,500
3221 Building Permits-Fee	34,309	69,238	46,124	55,000	45,000	45,000
3222 Building Permits-Non Surcharge	4,295	9,816	6,644	11,000	6,750	7,750
3223 Building Permit - HCP Valuation	1,732	0	0			0
3224 Building Permits Surcharge	1,178	339	(110.00)	450	450	450
3225 Animal Licenses	970	420	800	800	800	800
3430 Assessment Fee Income	0	0	0	0	0	0
Total Licenses and Permits	45,258	87,163	62,649	76,750	62,500	64,500
Intergovernmental Revenue						
3342 Fire Dept-State Wildland Grant	0	0	0	0	10,000	0
3356 Class C" Road Allotment	80,259	94,066	107,947	137,000	137,000	112,000
3358 Liquor control profits	697	756	1,037	1100	1100	1100
3370 State Grants	0	13237	0	0	0	0
3371 State Highway Grants	0	0	0	0	0	0
3373 CARES Revenue	0	0	0	0	0	0
Total Intergovernmental Revenue	80,956	108,058	108,984	138,100	148,100	113,100

Town of Apple Valley

Budget Hearing June 26, 2024

10 GENERAL FUND	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
Charges for Services						
3230 Special Event Permit	0	3500	2,480	600	4500	1000
3410 Clerical Services	21	225	334	400	400	400
3415 SSD Payroll Services	0	0	0	0	0	0
3416 Other Interdepartmental Charges	4,903	2,010	9039	44,203	44,203	60,000
3420 Fire Department Contracts	300	0	0	0	6000	0
3431 Zoning and Subdivision Fees	33,854	37,218	24,734	20,000	20,000	20,000
3440 Solid Waste	42,442	50,917	52,113	61,000	61,000	61,000
3441 Storm Drainage	37,778	42,921	42,274	49,000	49,000	49,000
3461 GRAMA Requests	0	0	352	500	500	100
3470 Park and Recreation Fees	55	0	175	100	100	100
3481 Sale of Cemetery Lots				310,500	310,500	0
3482 Perpetual Care				129,300	129,300	0
3615 Late Charges/Other Fees	-2,307	1,740	(1,766)	2,500	2,500	1,000
Total Charges for Services	117,045	138,531	129,735	618,103	628,003	192,600
Fines and Forfeitures						
3510 Fines	5,360	10,845	5,168	5,000	5,000	5,000
Total Fines and Forfeitures	5,360	10,845	5,168	5,000	5,000	5,000
Interest						
3610 Interest Earnings	5,493	3,308	25,895	42,200	42,200	42,200
Total Interest	5,493	3,308	25,895	42,200	42,200	42,200
Miscellaneous Revenue						
3640 Sale of Capital Assets	650	0	0	7500	0	0
3670 Debt Proceeds	48,074	0	0	0	0	0
3690 Sundry Revenue	420	1734	20,089	5,000	5,000	5,000
3692 Fire Department Fundraisers	947	1166	1,500	300	6,500	0
3697 Park Department Fundraisers	884	0	0	0	800	0

Town of Apple Valley

Budget Hearing June 26, 2024

	2021	2022	2023	FY 2024	FY 2024	FY 2025
10 GENERAL FUND	Actual	Actual	Actual	Original BUDGET	Budget Amendment	Tentative Budget
3801.1 Impact Fees - Fire	767	19471	5,908	6,800	6,800	6,800
3801.3 Impact Fees - Roadways	6,682	59,034	18,620	24,600	24,600	24,600
3801.6 Impact Fees - Storm water	2,728	32,945	25,280	31,000	31,000	31,000
3801.7 Impact Fees - Parks, Trails, OS	1,833	16,816	5,075	6,600	6,600	6,600
Total Miscellaneous Revenue	62,984	131,165	76,472	81,800	81,300	74,000
Contributions and Transfers						
3802.2 Contributions - Public Safety	0	0	0	0	0	0
3802.7 Contributions - Parks and Recreation	100	0	0	0	0	0
3802.8 Contributions - Contingency	0	0	0	0	0	0
3890 Fund Balance Appropriation	0	0	0	0	0	0
Total Contributions and Transfers	100	0	0	0	0	0
Total Revenue:	577,394	872,578	814,437	1,411,653	1,416,464	919,500
EXPENDITURES						
General Government						
Council						
4111.110 Council/PC Salaries and Wages	8,311	16,875	15,050	15,000	21,000	13,000
4111.130 Council/PC Employee Benefits	2,610	1,580	1,419	1,000	2,400	1,000
4111.210 Council/PC Travel Reimbursement	453	0	0	0	1,500	1,000
4111.220 Council/PC Training	1,630	60	0	0	1,500	1,000
4111.610 Council Donations and Discretionary						
Spending	0	0	0	0	500	0
Total Council	13,004	18,515	16,469	16,000	26,900	16,000
Administrative						
4141.110 Admin Salaries and Wages	91,128	91,048	103,186	99,000	99,000	99,000
4141.130 Admin Employee Benefits	7,444	8,191	14,563	17,100	17,100	17,100

Town of Apple Valley

Budget Hearing June 26, 2024

	2021	2022	2023	FY 2024	FY 2024	FY 2025
	Actual	Actual	Actual	Original	Budget	Tentative
10 GENERAL FUND	Actual	Actual	Actual	BUDGET	Amendment	Budget
4141.140 Admin Employee Retirement-GASB 68	4,272	3,214	13,273	7,000	7,000	7,000
4141.210 Admin Dues, Subs & Memberships	1,257	4,846	6,826	5,500	5,500	8,000
4141.220 Admin Public Notices	1,290	1,017	42	100	100	100
4141.230 Admin Training	1,299	420	743	1,500	1,500	1,000
4141.240 Admin Office/Administrative Expense	4,688	17,802	16,773	8,000	8,000	8,000
4141.250 Admin Equipment Expenses	5,924	6,108	17,941	10,000	10,000	10,000
4141.260 Admin Building & Ground Maintenance	1,027	1,999	5,903	4,500	4,500	4,500
4141.270 Admin Utilities	5,987	5,730	7,238	7,600	7,600	7,600
4141.280 Admin Telephone and Internet	16,834	7,601	7,711	8,100	8,100	8,100
4141.290 Admin Postage	1,899	2,976	2,762	3,700	3,700	3,700
4141.320 Admin Engineering/Professional Fees	7,975	29,586	8,133	3,500	3,500	3,500
4141.330 Admin Legal	5,644	58,165	48,307	50,000	50,000	50,000
4141.331 Admin Assessment Legal Fees	0	0	0	0	0	0
4141.340 Admin Accounting & Auditing	12,868	16,824	4,400	29,400	29,400	20,000
4141.350 Building Fees-Inspector/85% Surcharge	20,656	64,548	37,617	30,000	30,000	30,000
4141.390 Admin Bank Service Charges	2,902	3,462	140	200	200	200
4141.410 Admin Insurance	10,129	6,089	15,526	16,000	16,000	16,000
4141.490 Admin Travel Reimbursements	760	438	1402	1,500	1,500	1,500
4141.500 Admin Weed Abatement	387	0	0	1,500	1,500	1,500
4141.550 Admin Cares Act	0	0	0	0	0	0
4141.610 Bad Debt Expense	0	0	2026	250	250	250
4141.740 Admin Capital Outlay	1,060	0	-	0	0	0
4170 Elections	0	2288	0	1,500	1,500	1,500
Total Administrative	205,429	332,602	314,512	305,950	305,950	298,550
Total General Government	218,433	351,117	330,981	321,950	332,850	314,550

Town of Apple Valley

Budget Hearing June 26, 2024

10 GENERAL FUND	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
Public Safety						
Police						
4210.110 Police Salaries & Wages/Contract	1,080	13,200	15,000	15,000	15,000	15,000
4210.130 Police Employee Benefits	83	0	0	0	0	0
4210.230 Police Travel & Mileage	0	0	0	0	0	0
4210.250 Police Expenditures	0	4763	0	0	0	0
4210.470 Police Building Permits	0	0	0	0	0	0
4253.250 Animal Control Supplies	63	63	0	100	100	100
Total Police	1,225	18,026	15,000	15,100	15,100	15,100
Fire						
4220.110 Fire Salaries & Wages	20,400	28,181	35,904	67,200	67,200	67,200
4220.130 Fire Employee Benefits	1,976	4,808	2,965	13,600	13,600	5,600
4220.135 Fire Employee Retirement - GASB 68	0	0	5,920	8,100	8,100	8,100
4220.140 Fire Contract Wages	0	0	684	4,500	4,500	-
4220.145 Fire Contract Benefits	0	0	100	525	525	-
4220.150 Fire Contract Expense	0	0	0	1,500	1,500	-
4220.210 Fire Dues, Subscriptions & Memberships	109	355	569	600	600	1,200
4220.230 Fire Travel, Mileage & Cell	28	57	300	600	600	600
4220.240 Fire Office Expenses	329	765	495	500	500	500
4220.250 Fire Equipment Maintenance & Repairs	705	2514	9,476	11,000	11,000	11,000
4220.260 Fire Rent Expense	0	0	0	-	-	6,000
4220.360 Fire Training	1,248	389	3844	13,100	13,100	2,100
4220.450 Fire Small Equip/Supplies	458	2026	6,159	15,000	15,000	15,000
4220.460 Fire Supplies-Fundraisers	544	514	38	500	500	500
4220.465 Fire Gear	9,383	1,518	4,275	15,000	15,000	15,000
4220.475 Fire Other Grant Expenditures	0	0	0	0	0	0
4220.480 Fire Mitigation MOU Expenditures	0	0	0	15000	15000	15000

Town of Apple Valley

Budget Hearing June 26, 2024

	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
10 GENERAL FUND						
4220.550 Fire Cares Act	0	0	0	0	0	0
4220.560 Fire Equipment Fuel	2,047	1,251	1,826	4,000	4,000	4,000
4220.610 Fire Principal	0	12351	11,986	0	0	0
4220.620 Fire Interest	0	1115	(779)	0	0	0
4220.740 Fire Capital outlay	305	27500	17,960	0	0	0
Total Fire	37,532	83,344	101,722	170,725	170,725	151,800
Total Public Safety	38,758	101,370	116,722	185,825	185,825	166,900
Highways and Public Improvements						
Highways						
4410.110 Road Wages and Contract Labor	879	0	1,225	15,200	15,200	15,200
4410.130 Road Employee Benefits	67	0	94	1750	1750	200
4410.270 Road Flood Damage	9,008	0	0	2000	2000	0
4410.380 Road Department Services	0	720	12,570	2500	2500	0
4410.450 Road Department Supplies	10,873	2,181	10,287	45,000	45,000	30,000
4410.550 Road Equipment Maintenance	19,999	3,029	1,990	2,500	2,500	0
4410.560 Road Equipment Fuel	2,674	1,590	1,613	5,000	5,000	2,000
4410.740 Road Capital Outlay	48,076	0	0	0	0	0
4410.810 Road Principal	31,000	42,668	54,409	35,000	35,000	36,000
4410.820 Road Interest	32,200	30,686	29,433	28,150	28,150	27,275
4415.110 Public Works Wages and Contract Labor	10,965	0	8,654	30,300	30,300	30,300
4415.130 Public Works Employee Benefits	702	0	731	9400	9400	0
4415.140 Public Works Employee Retirement - GASB						
68	0	0	0	8100	8100	0
4415.320 Public Works Engineering/Professional Fees	0	0	107	0	0	0
4415.450 Public Works Supplies	207	3825	3,524	6,000	6,000	6,000

Town of Apple Valley

Budget Hearing June 26, 2024

	2021	2022	2023	FY 2024	FY 2024	FY 2025
	Actual	Actual	Actual	Original	Budget	Tentative
10 GENERAL FUND	Actual	Actual	Actual	BUDGET	Amendment	Budget
4415.550 Public Works Equipment Maintenance	3,753	1,806	2,376	3,000	3,000	3,000
4415.560 Public Works Equipment fuel	742	-25	711	2,000	2,000	2,000
4415.570 Public Works Travel Reimbursement	202	0	562	500	500	500
4415.610 Public Works Storm Drainage	0	0	3,301	5,000	5,000	2,000
4415.710 Public Works Principal	24585	14920	15,479	0	0	0
4415.720 Public Works Interest	6063	1140	581	0	0	0
4415.740 Public Works Capital Outlay	3,700	0	11000	9,000	9,000	0
Total Highways	205,696	102,540	158,647	210,400	210,400	154,475
Sanitation						
4420.220 Solid Waste Postage	0	0	0	0	0	0
4420.460 Solid Waste Service	37,475	54,200	48,954	60,000	60,000	60,000
Total Sanitation	37,475	54,200	48,954	60,000	60,000	60,000
Total Highways and Public Improvements	243,171	156,741	207,601	270,400	270,400	214,475
Parks, Recreation, and Public Property						
Parks						
4540.110 Park/Rec Wages and Contract Labor	0	2785	5,845	5,100	5,100	2,000
4540.130 Park/Rec Employee Benefits	0	3	447	600	600	0
4540.250 Park/Rec Department Expenses	243	128	927	1000	1000	1000
4540.460 Park/Rec Community Events Supplies	760	297	2561	4000	4000	4000
4540.740 Parks Capital Outlay	0	4586	0	0	0	0
4590.250 Cemetery Maintenance				0	0	0
4590.460 Cemetery Supplies and Equipment				0	0	0
4590.470 Cemetery Capital Outlay				0	0	0
Total Parks	1,003	7,799	9,780	10,700	10,700	7,000
Total Parks, Recreation, and Public Property	1,003	7,799	9,780	10,700	10,700	7,000

Town of Apple Valley

Budget Hearing June 26, 2024

10 GENERAL FUND	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
Transfers						
4804 Transfer to Fund Balance	0	0	0	98,978	92,889	147,575
4805 Transfer to Capital Projects	0	0	0	265,000	265,000	0
4807 Transfer to Assigned Balance - Fire Impact Fees	0	0	0	6,800	6,800	6,800
4809 Transfer to Assigned Balance - Roadway Impact Fees	0	0	0	24,600	24,600	24,600
4810 Transfer to Assigned Balance -Storm Water Imp Fees	0	0	0	31,000	31,000	31,000
4811 Transfer to Assigned Balance - Parks & Rec Fees	0	0	0	6,600	6,600	6,600
4812 Transfer to Assigned Balance - Perpetual Care	0	0	0	129,300	129,300	0
4813 Transfer to Assigned Balance - Cemetery Funds	0	0	0	60,500	60,500	0
Total Transfers	0	0	0	622,778	616,689	216,575
Total Expenditures:	501,364	617,026	665,084	1,411,653	1,416,464	919,500
Total Change In Net Position	76,030	255,552	149,353	0	0	0

Town of Apple Valley

Budget Hearing June 26, 2024

<u>10 GENERAL FUND</u>	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
------------------------	----------------	----------------	----------------	-------------------------------	--------------------------------	--------------------------------

<u>41 CAPITAL PROJECTS FUND</u>	2021 Actual	2022 Actual	2023 Actual	2024 Proposed	2024 Proposed	
Revenue:						
Intergovernmental Revenue						
3340 Grant Revenues-General	0	0	0	3,320,000	3,320,000	
3341 Grant Revenues-Fire	0	0	0	410,000	410,000	
Total Intergovernmental Revenue	0	0	0	3,730,000	3,730,000	
Interest						
3610 Interest earnings	0	0	0	-	-	
Total Interest	0	0	0	-	-	
Miscellaneous Revenue						
3675 Fire Capital Proceeds	0	0	0			
Total Miscellaneous Revenue	0	0	0	-	-	
Transfers & Contributions						
3810 General Fund Transfer	0	0	0	540,000	540,000	
Total Txfrs & Contributions	0	0	0	540,000	540,000	
Total Revenue:	0	0	0	4,270,000	4,270,000	

Town of Apple Valley

Budget Hearing June 26, 2024

<u>10 GENERAL FUND</u>	2021 Actual	2022 Actual	2023 Actual	FY 2024 Original BUDGET	FY 2024 Budget Amendment	FY 2025 Tentative Budget
Expenditures:						
Miscellaneous						
4141.740 Capital Outlay expenses	210	0	27,160	-	-	
4220.740 Fire Capital Outlay	0	0	8,277	450,000	450,000	
4410.740 Road Capital outlay	0	0	0	1,050,000	1,050,000	
4415.740 Public Works Capital Outlay			990	2,520,000	2,520,000	
4590.470 Cemetery Capital Outlay			741	250,000	250,000	
Total Miscellaneous	210	0	37,168	4,270,000	4,270,000	
Total Expenditures:	210	0	37,168	4,270,000	4,270,000	
Total Change In Net Position	-210	0	(37,168)	-	-	

**APPLE VALLEY
ORDINANCE O-2024-24**

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

SECTION 1: **AMENDMENT** “2.09.050 Mayoral Compensation Schedule” of the Apple Valley Municipal Code is hereby *amended* as follows:

AMENDMENT

2.09.050 Mayoral Compensation Schedule

Mayoral Compensation Schedule

The Mayor shall be compensated \$~~1.00~~ ~~850.00~~ per month. This position includes no other benefits.

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 effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-25**

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

SECTION 1: **AMENDMENT** “8.08.030 Fireworks Restrictions” of the Apple Valley Municipal Code is hereby *amended* as follows:

AMENDMENT

8.08.030 Fireworks Restrictions

WHEREAS, the Town Council is concerned about hazardous fire conditions facing this region; and

WHEREAS, the Fire Chief of Apple Valley has determined that hazardous environmental conditions exist; and

WHEREAS, the Town Council is authorized to ban firework use within mountainous, brush-covered, forest-covered or wildland urban interface areas when hazardous environmental conditions exist; and

WHEREAS, the entire Town meets the definition of a mountainous, brush-covered, forest-covered, or wildland urban interface area.

NOW, THEREFORE, IT IS ORDAINED by the Town Council of the Town of Apple Valley that until further notice, the use of fireworks in the Town is prohibited.

Notwithstanding the above, and under direct supervision of the Fire Chief of Apple Valley or a Firefighter of Apple Valley designated by the Fire Chief of Apple Valley, legal safe and sane fireworks may be discharged on July 4th and July 24th of each year, between the hours of 7:00 p.m. ~~1:00 pm~~ to 11:00 p.m. ~~10:00 pm~~, on the Fire Department grounds of Apple Valley, located at 1777 North Meadowlark Drive, Apple Valley, Utah 84737. Advanced notice of the discharge of fireworks shall be accomplished by contacting the Fire Chief of Apple Valley. The Fire Chief of Apple Valley or his designated representative reserves the right to terminate the discharging of fireworks in whole or to any individual at his/her discretion. If supervision from the Fire Department of Apple Valley is not available, then fireworks shall not be discharged.

Violation of this ordinance shall be punishable as a Class B Misdemeanor and/or Civil Fines.

The public health, safety and welfare requiring the same, this Ordinance shall take effect immediately upon its passage.

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 immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-26**

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

SECTION 1:**AMENDMENT** “8.06.050 Failure To Comply” of the Apple Valley Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8.06.050 Failure To Comply

- A. Removal By Town: If any owner or occupant of lands described in such notice or decision shall fail or neglect to conform to the requirements thereof relating to the eradication or destruction or removal of such weeds, garbage, refuse, objects or structures, the enforcement officer shall employ all necessary assistance to cause such materials to be removed or destroyed, ~~at the expense of the town.~~
- B. Itemized Statement: The enforcement officer shall prepare an ~~itemized~~ statement indicating the number of hours spent of all expenses incurred in the removal and destruction of the materials and shall mail a copy thereof to the owner or occupant, or both, demanding payment within twenty (20) days of the date of mailing. The notice shall be deemed delivered when mailed by registered mail addressed to the property owner's or occupant's last known address.
- C. ~~Failure To Pay: In the event the owner or occupant fails to make payment of the amount set forth in the statement to the town treasurer within the twenty (20) days, the enforcement officer either may cause suit to be brought in an appropriate court of law or may refer the matter to the county treasurer as provided in this section.~~ Enforcement and Collection under this code will be subject to section 16.02.010 Civil Enforcement Purpose and Authority
- D. ~~Collection:~~
~~Lawsuit: In the event collection of expenses of destruction and removal are pursued through the courts, the town shall sue for and receive judgment for all of the expenses of destruction and removal, together with reasonable attorney fees, interest and court costs and shall execute upon such judgment in the manner provided by law.~~
~~Taxes: In the event that the enforcement officer elects to refer the expenses of destruction or removal to the county treasurer for inclusion in the tax notice of the property owner, he shall make in triplicate an itemized statement of all expenses incurred in the destruction and removal of the same and shall deliver the three (3) copies of the statement to the county treasurer within ten (10) days after the completion of the work of destroying or removing such weeds, refuse, garbage, objects or structures. Thereupon, the costs of the work shall be pursued by the county treasurer in accordance with the provisions of Utah Code § 10-11-4, as amended, and the recalcitrant owner shall have such rights~~

~~and shall be subject to such powers as are thereby granted.~~

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 effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

TOWN OF APPLE VALLEY

RESOLUTION R-2024-27

A RESOLUTION APPOINTING A RESPONSIBLE TOWN COUNCIL MEMBER OF THE EMERGENCY MANAGEMENT PROGRAM

WHEREAS, the Town of Apple Valley ("Town") officially established an emergency management program December 20, 2007; and

WHEREAS, the Town Council of the Town of Apple Valley is aware that public safety is the responsibility of all incorporated municipalities within the State of Utah; and

WHEREAS, public safety includes reasonable and prudent efforts on the part of the Town to assist its citizens to be prepared for emergencies and disasters of different origins and types, to the extent possible within existing available resources; and

WHEREAS, it is the objectives of the Town to assist its citizens in being able to mitigate against, prepare for, respond to and recover from, serious emergencies and disasters; and

WHEREAS, the Mayor and Town Council desire to appoint Town Council Member Scott Taylor as the responsible Town Council Member for this program.

WHEREAS, at a meeting of the Town Council of the Town of Apple Valley, Utah, duly called, noticed, and held on the 26th day of June 2024, a motion to appoint Scott Taylor as the responsible Town Council Member of the Emergency Management Program was proposed, seconded, and accepted by majority vote.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apple Valley that the Town Council Member Scott Taylor is appointed as the responsible Town Council Member of the Emergency Management Program.

PASSED this 26th day of June 2024. This resolution shall be in full force and effect from the date of passage and after the required publication.

TOWN OF APPLE VALLEY

[SIGNATURE BLOCK ON NEXT PAGE]

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Recorder

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

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

DEVELOPMENT AGREEMENT FOR OCVLTA ROCA

This *Development Agreement for Ocvlta Roca* (“**Development Agreement**” or “**Agreement**”) is entered into on this ____ day of _____, 2024 (“**Effective Date**”) between Town of Apple Valley, a municipal corporation of the state of Utah (“**Town**”), and Hidden Rock Development Group, a Utah limited liability company (“**Developer**”). Together, the Town and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

Recitals

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

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

B. Developer desires to develop on the Property an 84-key horizontal cabin rental development with amenities plus 18 residential lots, all to be known as Ocvlta Roca (“**Project**”).

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

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

E. The Parties intend that this process will lead to an attractive and exemplary Project that will add quality of life to future residents, while allowing Town to provide municipal services in a cost effective and efficient manner, all in accordance with the

Town's general plan, applicable zoning ordinances, and construction and development standards.

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

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

safety related codes, such as the International Building Code, the APWA Specifications, AAI-ISTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

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

3.4. Changes to Project. No material modifications to the Master Plan shall be made after approval by Town without Town Council's written approval of such modification. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number or general location of residential lots, number of cabins, amenity buildings or uses, or (ii) substantially changes the location of public and private roads. Modifications to the Master Plan which do not constitute material modifications may be made with the consent of Town staff.

3.5. Future Property. Developer may at its discretion add certain future property it acquires, identified as parcel number AV-2194-A to this Agreement without modification of this Agreement or of the Master Plan, if such property will not contain any buildings or other improvements. Developer may add other future property to this Agreement upon approval of the Town Council and pending approval of any needed zone changes.

4. Master Plan.

4.1. Master Plan Approval. Approval of this Agreement shall include approval of the attached Master Plan. Development will generally occur as set forth therein.

4.2. Infrastructure. All infrastructure will be installed prior to the sale or occupancy of any lots.

4.3. Project Density. Developer shall be vested in and entitled to develop on the Property, through final buildout, one horizontal 84-key cabin rental development, and 18 residential lots.

4.4. Transfer of Units. Developer may sell one or more portions of the Property, (in particular the residential lots), individually, or the entire cabin project to one or more sub-developers ("Successor Developer"), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor

Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. Developer will retain all rights and obligations hereunder with respect to unsold portions of the Property. Developer shall provide notice to Town of any sale of the Project or portion of Project to a Successor Developer.

4.5. Residential Unit Rental Pool.

4.5.1. 10% of the 18 residential lots in the Project shall be included in the residential unit rental pool (“**Rental Pool**”) per Apple Valley ordinance 10.14.020 Short Term Vacation Rentals. When not in use by the Owner, all units in the Rental Pool shall be managed by the property manager of Project and shall be made available for rental to third parties. For purposes of this provision, 10% of the residential lots shall be deemed to mean one unit in the rental pool year round and another unit available to the rental pool for 9 months in a year.

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

5. Application Approval Procedures.

5.1. Processing Under Town's Code. Approval processes for each development application shall be as provided in this Agreement and the Town’s Code.

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

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

5.2. Town’s Cooperation in Processing Development Applications. The Town and Developer shall cooperate reasonably in promptly and fairly processing each

development application.

- 5.3. Town Denial of a Development Application. If the Town denies a development application, the Town shall specify in writing in reasonable detail the reasons the Town believes that the development application is not consistent with this Agreement and/or the Town's code.
- 5.4. Town Denials of Development Applications Based on Denials from Non-Town Agencies. If the Town's denial of a development application is based on the denial of the development application by a non-Town agency, the Developer may appeal any such denial through the appropriate procedures for such a decision.
6. Developer-Provided Amenities. Developer shall provide amenities, including but not limited to amenities such as a spa, restaurants, and bars (upon obtaining a liquor license/permit from the Town), in accordance with those amenities shown on the Master Plan.
7. System Infrastructure.
- 7.1. Infrastructure Built by the Developer. Developer or Successor Developers may, with prior approval from the Town Council, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act) for the benefit of the Town. To the extent that such improvements go beyond the Project's proportionate impact, the Town shall assist Developer in obtaining reimbursement from subsequent users, or provide credit for costs or fees to Developer for such facilities as required by the rough proportionality test found in Utah State Law, Utah Code 10-9a-508, and in the Nollan/Dolan line of cases.
- 7.2. Reimbursement for "Upsizing". The Town shall not require the Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) in order to avoid the need to reimburse as set forth in Section 7.1 above.
- 7.3. Public Infrastructure District. The Parties agree and acknowledge that the Developer shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Title 17D, Chapter 4, the Public Infrastructure District Act (the "**PID Act**"), and Town policy, in order to implement and facilitate the financing and construction of public infrastructure for the Property. Town Council approval, at its discretion, of any Public Infrastructure District is required.
8. Security for Improvements.

- 8.1. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the Town using forms for surety approved by the Town as per municipal codes 11.02.130 Guarantee Of Completion Of Improvements; Form Of Surety; Release Of Funds and 11.02.140 Warranty Of Completed Improvements, and in compliance with State law.
 - 8.2. Separate Security for Public Landscaping. Security for the completion landscaping requirements shall be provided only as required by State law.
9. Utilities and Public Services.
- 9.1. Primary Access. Permanent primary access to the project shall be through Highway 59, via Cinder Hill Road.
 - 9.2. Improvements to Highway 59. Developer will provide improvements to Highway 59 at the intersection of Cinder Hill Road. The proposed improvement is a roadway widening of approximately 24 feet for approximately 2,150 linear feet and the addition of an Eastbound right-turn deceleration lane, a Westbound left-turn deceleration lane, and a Westbound acceleration lane as per recommendation of traffic consultant and in accordance with the plans shown in Exhibit B. The improvements to Highway 59 are to be approved by the Town and state department of transportation (UDOT). Developer is responsible for 100% of these improvements.
 - 9.3. Cinder Hill Road. Developer will provide improvements to Cinder Hill Road, from the intersection of Highway 59 to the boundary of the Property. Cinder Hill Road will be a paved 26-foot-wide road with base shoulders of 4 feet on either side without curb and gutter. The improvements to Cinder Hill Road are to be built per Town design standards and approved by Town. Developer is responsible for 100% of these improvements.
 - 9.4. Other Roads. The road crossing at Gould Wash shall be built per requirements as dictated by Town Design Standards & approved by Town Engineer. Developer shall further develop a secondary emergency access road required in accordance with Town ordinances and Town Design Standards, as generally shown on Exhibit C. .
 - 9.5. BLM Gate. Presently an access gate exists on the southwest area of parcel AV-2194-D, providing access to BLM land. The BLM access gate will remain in its current location as shown on site master plan Exhibit A.
 - 9.6. Cable TV/Fiber Optic Service. Upon application to the Town and approval of a franchise Agreement for such facilities, the Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the Town. The Developer may contract with any cable TV/fiber optic provider of its own choice and grant an access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the

Project, so long as the property is private and not dedicated to the public.

9.7. Water. All water requirements are to be confirmed in a separate agreement with Big Plains Special Service District.

9.8. Additional Easements. The Developer is 100% responsible to secure any necessary road dedication, utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Development Property. The Town may cooperate (but are not obligated) with Developer in obtaining such easements.

10. Default.

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

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

10.1.1.1. Specify the claimed event of Default;

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

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

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

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

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

10.2.2. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.2.3. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a Successor Developer, development of those Parcels owned by the Successor Developer until the Default has been cured.

10.2.4. If the cure of any alleged Default can be effectuated by the Town because the alleged Default is covered by any security the Town may have for the completion of a public improvement then the Town may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.

10.3. Notice and Public Meeting. Except for withholding the issuance of a building permit, before any remedy may be imposed by the Town the party allegedly in Default shall be afforded the right to notice of a public meeting before the Town Council and shall have the right to address the Town Council regarding the claimed Default.

10.4. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

11. Miscellaneous.

11.1. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

11.2. Controlling Laws. Development of the Property will proceed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Town of Apple Valley in effect as of the date an application is made, unless otherwise specified herein.

11.3. Term of Agreement. The term of this Agreement shall be until the tenth anniversary of the Effective Date. If as of that date the Developer has not been declared to be in default, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until the fifteenth anniversary of the Effective Date.

11.4. Amendment. Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the Town.

11.5. Binding Effect. This Agreement shall be deemed to run with the Property, and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

- 11.6. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.
- 11.7. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 11.8. Integration. This Agreement constitutes the entire understanding and Agreement between the parties, and supersedes any previous Agreement, representation, or understanding between the parties relating to the subject matter hereof.
- 11.9. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 11.10. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other part.
- 11.11. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- 11.12. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all justifiable costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, including but not limited to reasonable attorneys' fees, whether or not legal action is instituted.
- 11.13. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent Agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future Agreements.

- 11.14. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the Town will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- 11.15. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the Town and the Developer.
- 11.16. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 11.17. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the Town, the signature of the Mayor of the Town is affixed to this Agreement lawfully binding the Town pursuant to and is further certified as to being lawful and binding on the Town by the signature of the Town Attorney.
- 11.18. No Undisclosed Rights. Developer acknowledges that this Development Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3), the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the Act), the municipal code of the Town and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that the Town has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

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

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

TOWN OF APPLE VALLEY, UTAH

Mayor

State of Utah)
 :ss
County of Salt Lake)

On this ____ day of _____, 2024, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of Town of Apple Valley, Utah, and said document was signed by him/her in behalf of said Town, and he/she acknowledged to me that said corporation executed the same.

Notary Public

DEVELOPER

HIDDEN ROCK DEVELOPMENT GROUP LLC

By: _____
Its: _____

State of Utah)
 :ss
County of Salt Lake)

On this ____ day of _____, 2024, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of Hidden Rock Development Group, a Utah limited liability company, and said document was signed by him/her in behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

EXHIBIT "A"

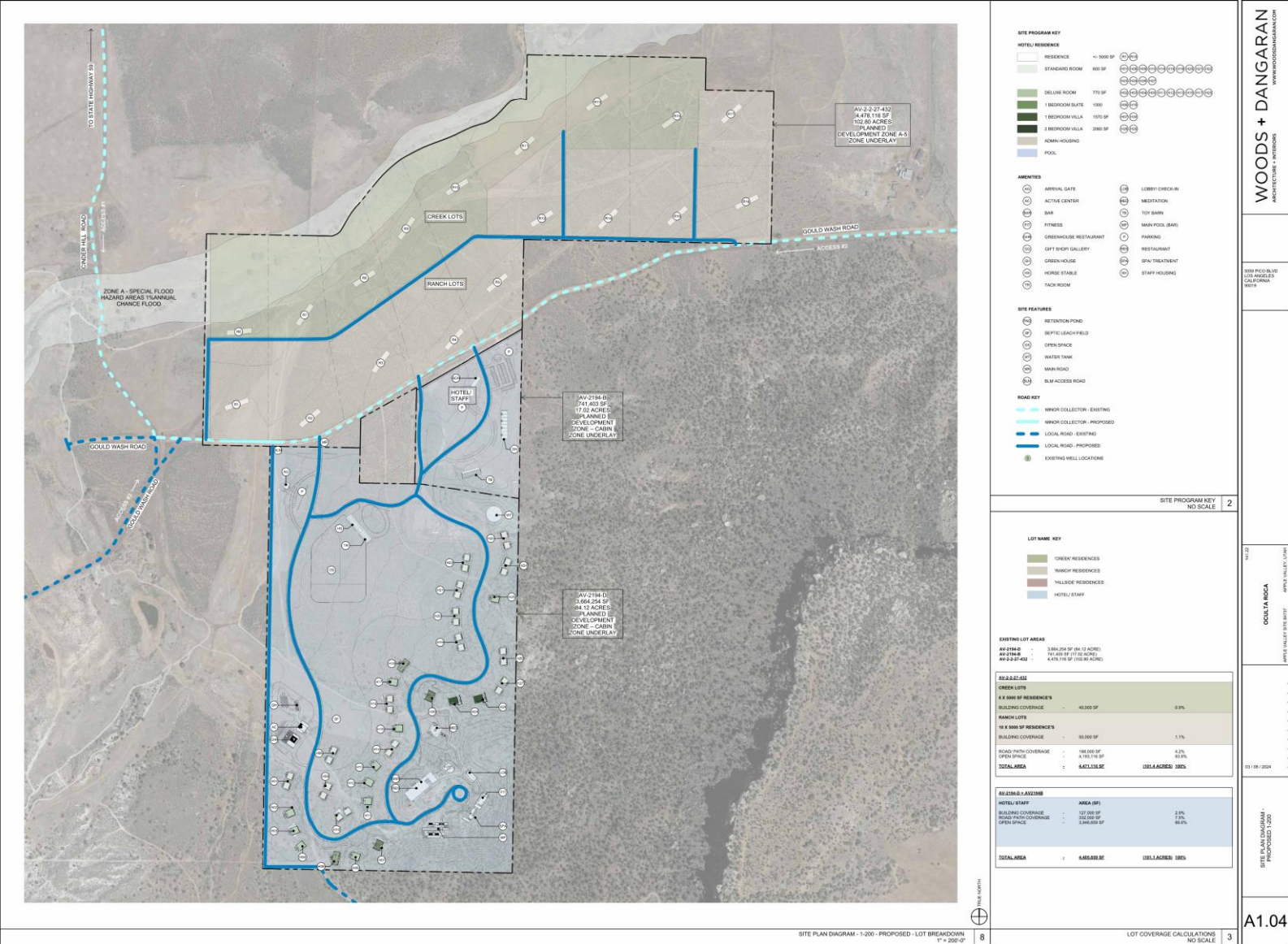


EXHIBIT "B"

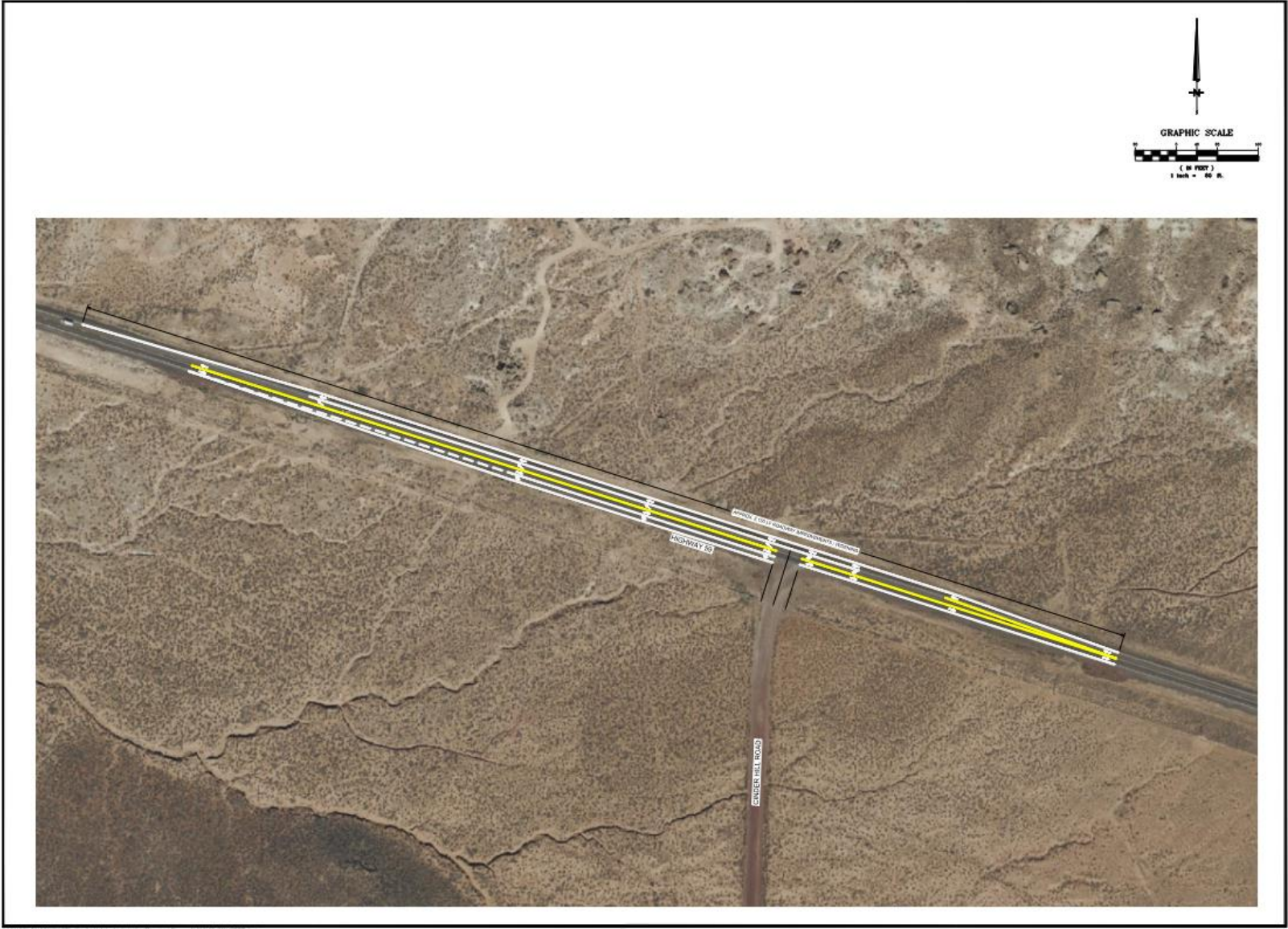
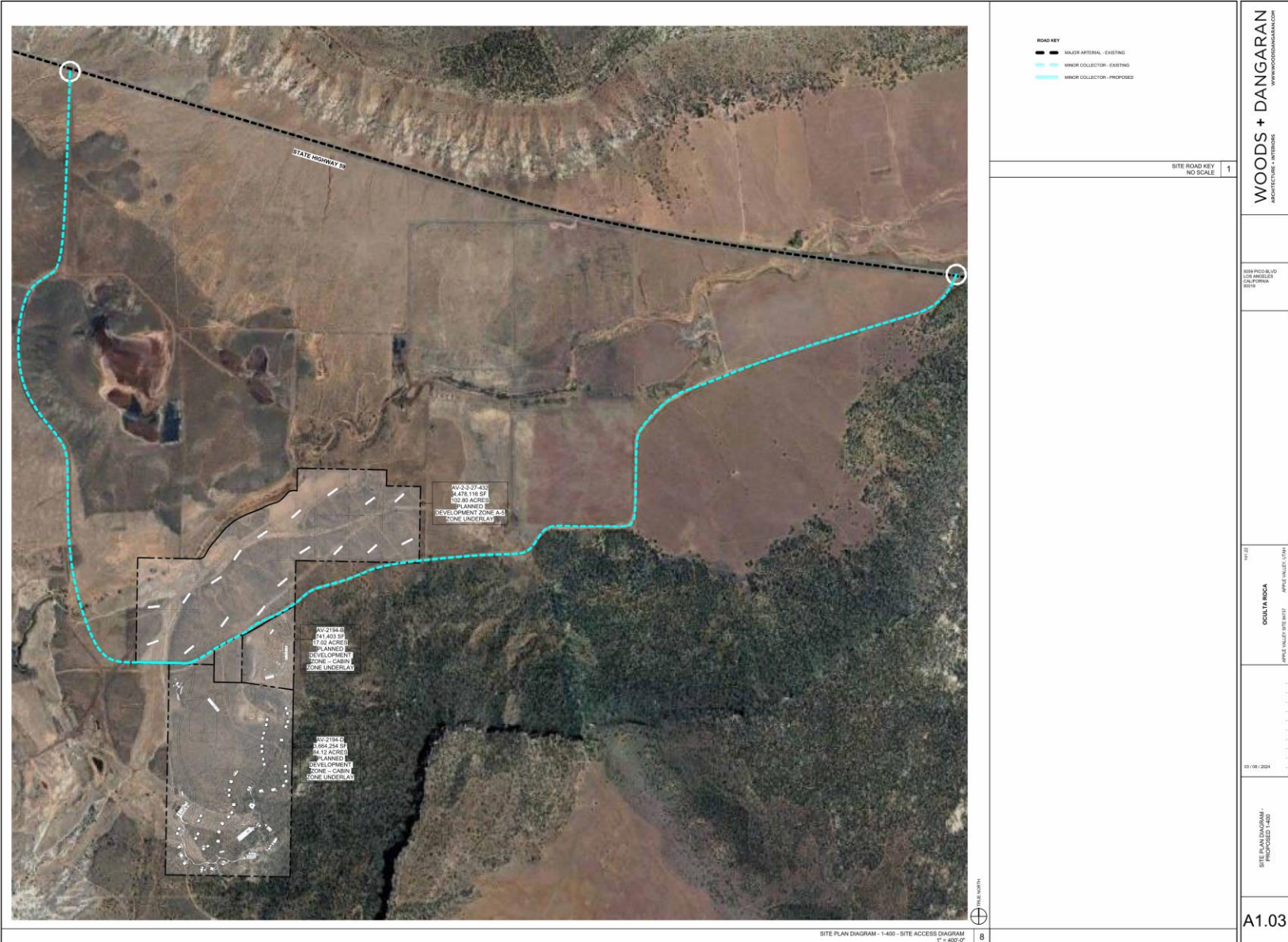


EXHIBIT "C"



**APPLE VALLEY
ORDINANCE O-2024-22**

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

SECTION 1: **AMENDMENT** “10.07.090 Conditional Use Permit” of the Apple Valley Land Use is hereby *amended* as follows:

AMENDMENT

10.07.090 Conditional Use Permit

A. Purpose. The purpose of this chapter is to establish standards for certain land uses which, because of their unique characteristics or potential impacts on the town, surrounding residential neighborhoods, or other adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required which mitigate or eliminate the detrimental impacts. The standards for the issuance of a conditional use permit are established to ensure compatibility with surrounding land uses, conformity with the Apple Valley general plan, consistency with the characteristics and purposes stated for the zone, and protection, preservation and promotion of the public interest, health, safety, convenience, comfort, prosperity and general welfare.

B. Authority.

1. The Planning Commission is authorized to issue conditional use permits for the following uses :

Animal specialties.

Animals and fowl for recreation and family food production.

Clubhouse.

Sales or registration office.

On-site manager dwelling.

Kennel.

Assisted living facility.

Greater heights than permitted by this Code.

Greater size than permitted by this Code.

Greater heights accessory buildings than permitted by this Code.

Greater size accessory buildings than permitted by this Code.

Metal building in commercial and residential zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

Short Term Vacation Rental Business License

C. Permit Required. An approved conditional use permit shall be required for each conditional use listed in this title. No building permit or other permit or license shall be issued for a use requiring conditional use approval until a conditional use permit shall first have been approved by the planning commission.

D. Initiation. A property owner, or the owner's agent, may request a conditional use permit as provided in subsection E1 of this section.

E. Procedure. An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the Town's schedule of fees. The application shall include at least the following information:

- a. The name, address and telephone number of the applicant and the applicant's agent, if any;
- b. The address and parcel identification of the subject property;
- c. The zone, zone boundaries and present use of the subject property;
- d. A description of the proposed conditional use;
- e. A plot plan showing the following:
 - (1) Applicant's name;
 - (2) Site address;

- (3) Property boundaries and dimensions;
 - (4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and
 - (5) Adjoining property lines and uses within 100 feet of the subject property;
- f. Traffic impact analysis, if required by the Town Engineer or the Planning Commission;
 - g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and
 - h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.
2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in [section 10.07.040](#) of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.
 3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.
 4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection F of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.
 5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.
 6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

F. Approval standards. The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.
2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2h of this section:
 - a. *Standards for a reception center.*
 - (1) Hours of operation must be compatible with adjoining uses and comply with Town noise regulations.
 - (2) Parking must be provided.
 - (3) The use of on street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.
 - (4) The center must have an approved site plan.
 - (5) If beer, wine, or other alcoholic beverages are served, the center must be licensed by the state alcohol control board.
 - b. *Standards for an agricultural industry.*
 - (1) Adequate fencing and/or enclosures must be provided to ensure animals and fowl are confined safely and in conformance with acceptable animal husbandry standards.
 - (2) Applicant must provide a plan for how manure will be handled to prevent it becoming a nuisance and must follow the plan.
 - (3) Evidence must be provided on how the applicant will maintain control of flies and vermin.
 - (4) Animal enclosures used for intensive animal feeding operations must be at least 25 feet from any adjacent parcel that, at the time the applicant first seeks the conditional use, is zoned residential or residential-agricultural pursuant to chapters 13 or 14 of this title.

G. *Appeal of decision.* Any person adversely affected by a decision of the Planning Commission regarding the transfer, issuance, or denial of a conditional use permit may appeal such decision to the Appeals Board by filing written notice of appeal stating the grounds therefor within 14 days from the date of such decision.

H. *Appeal of decision by Zoning Administrator.* Any decision of the Zoning Administrator regarding the issuance or denial of a conditional use permit, shall, upon request by the applicant within ten days after a determination by the Zoning Administrator, be submitted for a de novo review and decision by the Planning Commission at their next available meeting.

I. *Effect of approval.* A conditional use permit shall not relieve an applicant from obtaining any other authorization or permit required under this title or any other title of this Code.

1. A conditional use permit may be transferred so long as the use conducted thereunder conforms to the terms of the permit.

2. Unless otherwise specified by the Planning Commission and subject to the provisions relating to amendment, revocation or expiration of a conditional use permit, a conditional use permit shall be of indefinite duration and shall run with the land.

J. *Amendment.* The procedure for amending any conditional use permit shall be the same as the original procedure set forth in this section.

K. *Revocation.* A conditional use permit may be revoked as provided in [section 10.20.100](#) of this title.

1. In addition to the grounds set forth in [section 10.20.100](#) of this title, any of the following shall be grounds for revocation:

a. The use for which a permit was granted has ceased for one year or more;

b. The holder or user of a permit has failed to comply with the conditions of approval or any Town, state, or federal law governing the conduct of the use;

c. The holder or user of the permit has failed to construct or maintain the site as shown on the approved site plan, map, or other approval materials; or

d. The operation of the use or the character of the site has been found to be a nuisance or a public nuisance by a court of competent jurisdiction in any civil or criminal proceeding.

2. No conditional use permit shall be revoked against the wishes of the holder or user of the permit without first giving such person an opportunity to appear before the Planning Commission and show cause as to why the permit should not be revoked or the conditions amended. Revocation of a permit shall not limit the Town's ability to initiate or complete other legal proceedings against the holder or user of the permit.

L. Expiration. A conditional use permit shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the permit is not commenced within one year after approval.

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 immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-23**

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

SECTION 1: **AMENDMENT** “10.14.020 Rules And Regulations” of the Apple Valley Land Use is hereby *amended* as follows:

AMENDMENT

10.14.020 Rules And Regulations

- A. Short Term Vacation Rental Business License Required: No dwelling in a residential zone shall be occupied or used as a short term vacation rental, until such time that the owner has obtained a short term vacation rental business license issued in accordance with the provisions of this Section.
- B. Conditions for Issuance of a Short Term Vacation Vacation Rental Business License : In addition to any other requirement of this Section, a short term vacation rental business license shall be approved by the Town Clerk if:
1. The dwelling unit is located in a single family dwelling that has been issued a certificate of occupancy, or a building permit has been issued for the construction of a single family dwelling unit. If a certificate of occupancy has not yet been issued, the business must be operational within six (6) months of the issuance of the business license. If the business is not operating within this time period, the short term vacation rental business license may be revoked to enable another business to license a Short Term Vacation Rental in the area. For purposes of this section, “operational” is defined as accepting reservations and being available at least two weeks per month, including the next full month. Portions of a single family dwelling may not be used as a short term vacation rental unless licensed as a bed and breakfast or residential hosting facility in accordance with the regulations for that use. A short term vacation rental and a bed and breakfast or residential hosting facility may not be located in the same single family dwelling. A short-term vacation rental permit may be issued if certain requirements are not met provided that the applicant applies for and receives a Conditional Use Permit.
 2. The owner of a single family dwelling for which a short term vacation business license is sought does not hold a business license to operate another short term vacation rental within the Town of Apple Valley limits. For purposes of this paragraph, “owner” means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single family dwelling, or any individual who has an ownership interest in any corporation, partnership, limited liability

company, trust or other entity which has a legal or equitable ownership interest in the single family dwelling,

3. The property line of another dwelling licensed as a short term vacation rental is not located within 300' (three hundred feet), as measured along the same street or around the corner, of the front property line corners of the property where the proposed short term vacation rental license is being sought. No more than 10% of the homes in any subdivision phase or designated area to be defined by the Town, may be licensed as a short term vacation rental.
 4. The application lists the name, address and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section. This person shall be a permanent resident of the Town and be ready and willing to receive phone calls at any hour to promptly deal with complaints, violations, or any other safety or nuisance issues.
 5. The contact information of the responsible individual will be given to all property owners/residents within a 300 ft. radius of the short term vacation rental property in question, so they will be able to make direct contact with the responsible individual in the case of a complaint, violation, or any other safety or nuisance issue.
 6. The application includes a valid sales and use tax license from the State Tax Commission for remittance of transient lodging taxes.
- C. Parking Regulations: The owner of any property licensed as a short term vacation rental shall provide off street parking for guests in accordance with the following:
1. Off street parking shall be provided on the same lot as the dwelling which is licensed as a short term vacation rental.
 2. Parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.
 3. All guest parking shall be contained on the site.
 4. No off street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.
 5. The number of vehicles allowed by the occupants of a vacation rental home shall be restricted to the number of off street parking spaces provided by the owner.
- D. Maintenance Standards: Any property that contains a dwelling which is licensed as a short term vacation rental shall conform to the following standards:
1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the neighborhood;
 2. The use of a dwelling as a short term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and
 3. Each sleeping room must meet current International Residential Code for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.
- E. Prevention of Noise, Nuisance or Trespass: The owner of any dwelling licensed as a

short term vacation rental shall be responsible to ensure that guests or occupants of the short term rental do not:

1. Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
 2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10 p.m., or other similar activities.
 3. Interfere with the privacy of surrounding residents or trespass onto surrounding residential properties.
 4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.
 5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.
- F. Required Posting: The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short term vacation rental:
1. a copy of the short term vacation rental business license
 2. the name, address, and phone number of the owner or property manager
 3. the location of all fire extinguishers
 4. a list of all rules applicable for vacation rentals
 5. the maximum occupancy of the vacation rental and the maximum number of vehicles allowed.
- G. Miscellaneous Rules and Regulations: The following rules and regulations shall apply to any dwelling for which a short term vacation rental business license has been issued:
1. Prohibits the operation of a short-term rental unless the municipality issues a permit to operate the short-term rental and the State Tax Commission issues a sales and use tax license.
 2. Outdoor pools, hot tubs or spas shall not be used between the hours of eleven o'clock (11:00) p.m. and six o'clock (6:00) a.m.
 3. Maximum occupancy in any dwelling licensed as a short term vacation rental shall be 4 people per rental for one bedroom, 2 additional people allowed per bedroom not to exceed ten (10) persons at any one time total in the home. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Apple Valley Fire Department, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.
 4. The owner of any property containing a dwelling licensed as a short term vacation rental shall cause to be displayed in a town approved location on the exterior of the property an approved sign containing the name and 24 hour-per-day, 365 day-per-year telephone number of the owner or other party designated by the owner as property manager who will be responsible for

receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12" X 18" and shall be the only sign other than an address permitted on a short term vacation rental property. All neighbors surrounding the property in question shall be furnished the same contact information.

5. The owner or property manager shall provide information on current occupants to police, emergency, or town personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one (1) hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.
6. The requirements of this section shall be in effect throughout the time a short term vacation rental license is in effect on the property, regardless of whether the property is occupied by the owner, non-paying guests of the owner, or paying guests of the owner. The Town of Apple Valley finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short term vacation rental.
7. An inspection of a vacation rental property for compliance with these regulations will be performed at the time of business license issuance and renewal each year. There shall be a fee charged for such inspection, to be set by the Town Council. Additional inspections may be performed with 24 hour notice to the license holder/property manager if deemed necessary by the Town.
8. The owner of any dwelling licensed as a short term vacation rental shall be required to collect and remit on a timely basis transient lodging taxes and all other applicable sales and use taxes to the Utah State Tax Commission.

H. Enforcement Provisions:

1. Any owner of any dwelling in a residential zone within the Town of Apple Valley who allows or permits occupation of said dwelling as a short term vacation rental, as defined herein, without having first obtained a business license in accordance with the provisions of this section shall be guilty of a Class B misdemeanor, which shall be punishable by a fine of up to \$1,000, imprisonment for up to 6 months, or any combination thereof for each such violation.
2. Any owner of any dwelling in a residential zone within the Town of Apple Valley, who, having first obtained a business license for use or occupation of said dwelling as a short term vacation rental, thereafter operates or permits operation of said short term vacation rental in violation of the terms and provisions of this section shall be guilty of an Infraction, and shall be punished by a fine of not less than \$1000 for each such violation.
3. Any person who occupies a short term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other criminal process in accordance with all state, federal or local statutes,

- rules or ordinances.
4. Violation of any provision of this section regulating short term vacation rentals shall constitute a separate offense for each day said violation occurs or continues.
 5. In the event of three (3) or more violations of this ordinance committed by an owner or guest, or any combination of the two, within any 12 month period, the town council may proceed with revocation of the business license for any short term vacation rental property in accordance with the provisions of the general business license ordinance.

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 effective immediately after the required approval.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

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

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**TOWN OF APPLE VALLEY
ORDINANCE O-2024-28**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCELS AV-1378-N, AV-1378-R, AV-1378-S, AV-1378-P FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcels AV-1378-N, AV-1378-R, AV-1378-S, AV-1378-P from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on June 5, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

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

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

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 26th day of June 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcels AV-1378-N, AV-1378-R, AV-1378-S, AV-1378-P is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

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

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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



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: Cortney Barlow		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone: [REDACTED]	
Address/Location of Property: Apple Valley, North of Hwy 59		Parcel ID: AV-1378-N, AV-1378-R, AV-1378-S, AV-1378-P	
Existing Zone: OST		Proposed Zone: A-X	
For Planned Development Purposes: Acreage in Parcel _____ Acreage in Application ^{181.5} _____			
Reason for the request Change to AG			

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 	Date 5-3-2024
-------------------------	-------------------------

Official Use Only	Amount Paid: \$ N/A	Receipt No: N/A
Date Received: RECEIVED MAY 09 2024	Date Application Deemed Complete:	
By:	By:	



Search...

Sign in

Tools



Item 17.

Apple Valley Zoning Districts Viewer



Search Account #, Parcel ID

Legend

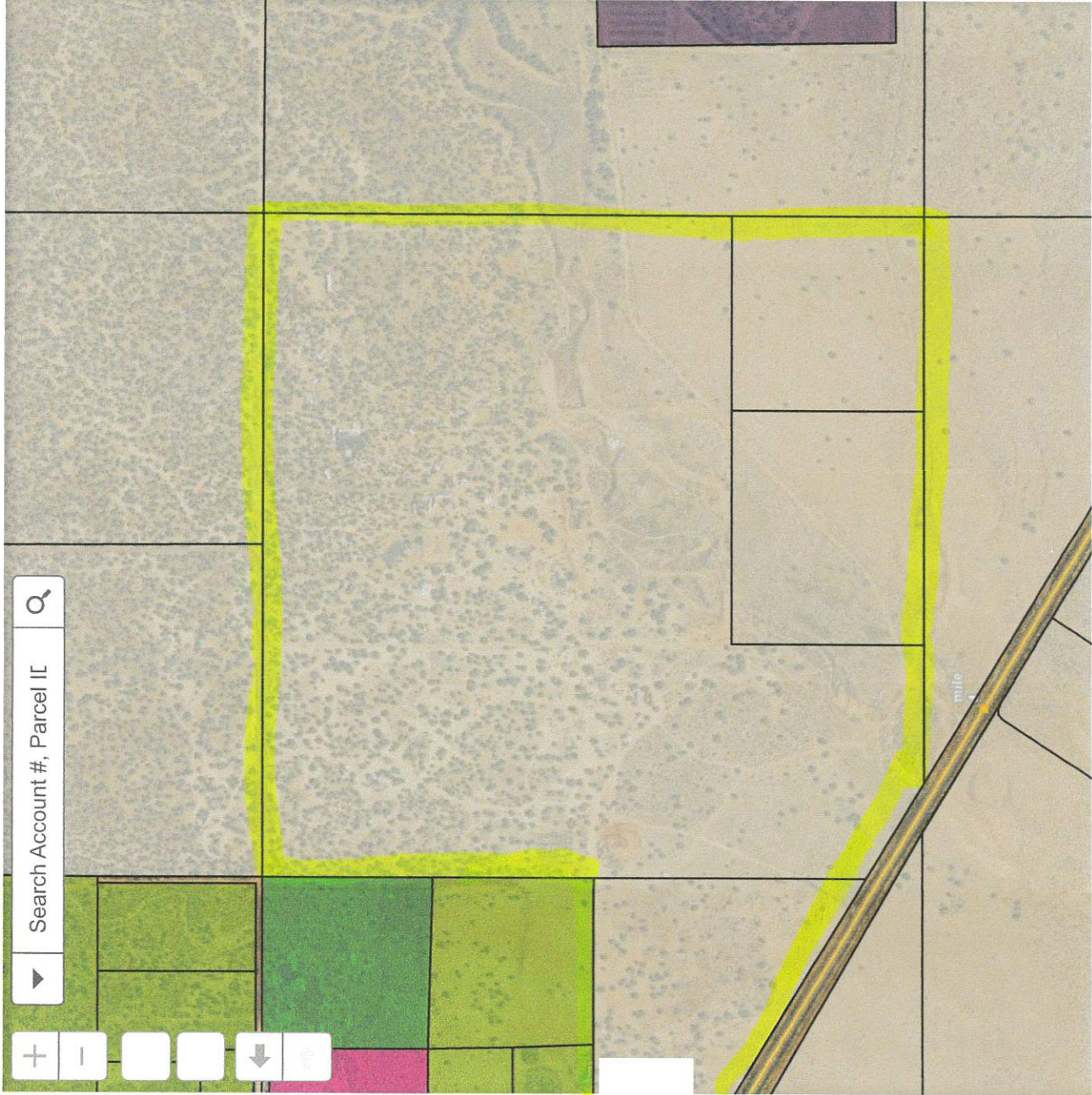
Washington County Parcels

Apple Valley Zoning Viewer

Town Boundary

Zoning Districts

- A-5 - Agricultural > 5 Acres
- A-10 - Agricultural > 10 Acres
- A-20 - Agricultural > 20 Acres
- A-40 - Agricultural > 40 Acres
- Single-Family Residential > .5 Acres
- Single-Family Residential > 1 Acre
- Single-Family Residential > 2.5 Acres
- Single-Family Residential > 5.0 Acres
- Single-Family Residential > 10.0 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



113.043187 37.033956 Degrees

Warranty Deed Page 1 of 3
Russell Shirts Washington County Recorder
02/15/2019 04:44:33 PM Fee \$15.00 By EAGLE
GATE TITLE INSURANCE AGENCY, INC.

EGT FILE NO. STG74607LH
WHEN RECORDED MAIL TO:
Cortney Barlow
P.O. Box 1618
Colorado City, AZ 86021

THIS SPACE FOR RECORDING ONLY

WARRANTY DEED

Kenstal, LLC, a Utah limited liability company
hereby CONVEY AND WARRANT to

Grantor,

Cortney Barlow,
of Colorado City, County of Mohave, State of AZ

Grantee,

for the sum of TEN AND NO/DOLLARS and other good and valuable consideration, the following tract of land in Washington County State of Utah, to-wit

PORTION OF AV-1378-D

See Attached Exhibit "A"

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2019 taxes and thereafter.

Witness, the hand of said grantors, this 11th day of February, 2019.

Kenstal, LLC, a Utah limited liability company

N/A
By: Kendra Webb, Manager

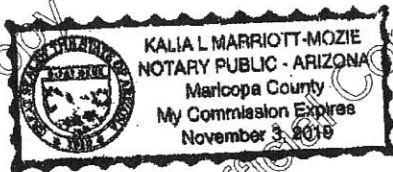
Kristal Markham
By: Kristal Markham, Manager

State of AZ)
County of Cochise)
ss

On this 11th day of February, 2019 before me a notary public, personally appeared Kendra Webb and Kristal Markham, Manager Kenstal, LLC, a Utah limited liability company, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that (he/she/they) executed the same.

Witness my hand and official seal

(Seal)



Kalia L. Marriott-Mozie
Notary Public
My Commission Expires: 11/3/2019

Eagle Gate Title File No. STG74607LH

Exhibit "A" Legal Description

PARCEL 4:

BEGINNING AT A POINT BEING SOUTH 0°55'54" WEST 1,366.76 FEET ALONG THE SECTION LINE AND NORTH 89°02'52" WEST 772.59 FEET FROM THE NE CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°55'12" WEST 776.33 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE SAID CENTER SECTION LINE 933.38 FEET; THENCE NORTH 00°55'12" EAST 776.44 FEET; THENCE SOUTH 89°02'52" EAST 933.38 FEET TO THE POINT OF BEGINNING.

APN: PART OF AX-1378-D

Eagle Gate Title File No. ST674607LH

Exhibit "A": Legal Description

PARCEL 5:

BEGINNING AT A POINT ON THE EAST SECTION LINE SAID POINT BEING SOUTH 00°55'54" WEST 1,866.76 FEET ALONG SAID EAST SECTION LINE FROM THE NE CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTH 00°55'54" WEST ALONG SAID SECTION LINE 776.25 FEET TO THE EAST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG THE CENTER SECTION LINE 772.43 FEET; THENCE NORTH 00°55'12" EAST 776.33 FEET; THENCE SOUTH 89°02'52" EAST 772.0 FEET TO THE POINT OF BEGINNING.

APN:

PART OF AV 1378-D

WHEN RECORDED MAIL TO:
CORTNEY BARLOW
P.O. BOX 1618
COLORADO CITY, AZ 86021

DOC # 20180048832

Item 17.

Warranty Deed Page 1 of 2
Russell Shirte Washington County Recorder
12/11/2018 12:23:36 PM Fee \$ 13.00
By BARLOW CORTNEY



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

WARRANTY DEED

GLENN JOHNSON

GRANTOR(S)

OF COLORADO CITY, COUNTY OF MOHAVE, STATE OF AZ
HEREBY CONVEY AND WARRANT TO

CORTNEY BARLOW

GRANTEE(S)


OF COLORADO CITY, COUNTY OF MOHAVE, STATE OF AZ
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN WASHINGTON COUNTY,
STATE OF UT:

(AV-1378-N AND AV-1378-P)

See Attached Exhibit "A"

SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD AND TAXES
FOR THE YEAR 2018 AND THEREAFTER.

WITNESS, THE HAND(S) OF SAID GRANTOR(S), THIS 11th DAY OF NOVEMBER, 2018



GLENN JOHNSON

Arizona
STATE OF UTAH)
Mohave) SS
COUNTY OF WASHINGTON)

18 2018
ON 18 DAY OF NOVEMBER, 2018, PERSONALLY APPEARED BEFORE ME, GLENN JOHNSON, THE SIGNER
OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.



NOTARY PUBLIC

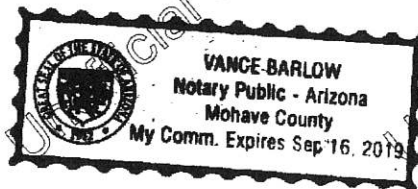


EXHIBIT "A"

PARCEL 1:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 00°55'54" WEST ALONG THE SECTION LINE OF SAID SECTION 1,866.76 FEET; THENCE NORTH 89°02'52" WEST 1,705.97 FEET; THENCE SOUTH 00°55'12" WEST 776.44 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 89°03'14" WEST ALONG SAID CENTER SECTION LINE 556.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 442.46 FEET TO THE CENTER SECTION LINE OF SAID SECTION; THENCE NORTH 00°55'12" EAST ALONG THE SAID CENTER SECTION LINE 2,412.49 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION; THENCE SOUTH 89°02'52" EAST ALONG THE SECTION LINE 2,639.74 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 2:

BEGINNING AT THE CENTER 1/16 CORNER, SAID POINT BEING SOUTH 00°55'12" WEST 1,321.65 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°55'12" WEST ALONG SAID CENTER SECTION LINE 1,090.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE HIGHWAY U-59; THENCE NORTH 57°36'38" WEST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE 2,090.78 FEET TO THE NORTH 1/16 SECTION LINE OF SAID SECTION; THENCE SOUTH 89°03'34" EAST ALONG SAID NORTH 1/16 SECTION LINE 1,783.26 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

**TOWN OF APPLE VALLEY
ORDINANCE O-2024-29**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1365-O FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcel AV-1365-O from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on June 5, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

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

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

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 26th day of June 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1365-O is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

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

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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



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

Item 18.

Zone Change Application

Applications Must Be Submitted By The First Wednesday Of The Month

Owner: <u>Jonathan S George</u>		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone: [REDACTED]	
Address/Location of Property: <u>Red Hawk Rd. E</u>		Parcel ID: <u>AV-1365-0</u>	
Existing Zone: <u>Transition</u>		Proposed Zone: <u>Agriculture X</u>	
For Planned Development Purposes: Acreage in Parcel _____		Acreage in Application <u>10</u>	
Reason for the request <u>to move forward to develop agricultural lands</u>			

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 <u>[Signature]</u>	Date <u>5-9-24</u>
---	-----------------------

Official Use Only	Amount Paid: \$	Receipt No:
Date Received: RECEIVED MAY 09 2024	Date Application Deemed Complete:	
By:	By:	

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

Item 18.

STATE OF UTAH)
)S
COUNTY OF WASHINGTON)

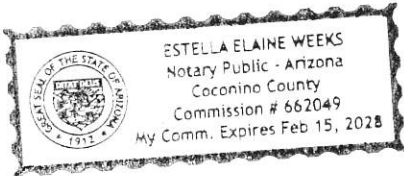
I (We) Jonathan J George, being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct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

[Handwritten signature]
Property Owner

Property Owner

Subscribed and sworn to me this 9th day of May, 2024.

[Handwritten signature: Estella Elaine Weeks]
Notary Public



Residing in: Cocanino County

My Commission Expires: Feb 15, 2028

AGENT AUTHORIZATION

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

Property Owner

Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____

DOC # 20240012822

Quit Claim Deed Page 1 of 3
Gary Christensen, Washington County Recorder
04/25/2024 03:59:58 PM Fee \$ 40.00
By GEORGE JONATHAN



When recorded mail deed and tax notice to:
Jonathan George
PO Box 824
Springdale, Utah 84767

Tax I.D. No.: AV-1365-N / AV-1365-O

QUIT-CLAIM DEED

Todd Chamberlain and John Carl Izaak McHenry, grantor(s), hereby

QUIT-CLAIMS to

Jonathan George, grantee(s) of Apple Valley, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract in Iron County, State of UTAH:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 15th day of April, 2024.

Todd Chamberlain

John Carl Izaak McHenry

Ohio)
State of ~~Utah~~)
Scioto) : ss
County of ~~Washington~~)

On the 15th day of April, 2024, personally appeared before me Todd Chamberlain, the signer(s) of the above agreement who duly acknowledge to me that he executed the same.

STATE OF UTAH
COUNTY OF: IRON
ON THE 23rd DAY OF April 2024
PERSONALLY APPEARED BEFORE ME

SIGNER(S) OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME

JOHN A. MCHENRY
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHN
MY COMMISSION HAS NO EXPIRATION DATE
O.R.C. SECTION 147.03

NOTARY PUBLIC
Joshua Lavern Hunt
733943
My Commission Expires
10/31/2027
STATE OF UTAH

NOTARY PUBLIC

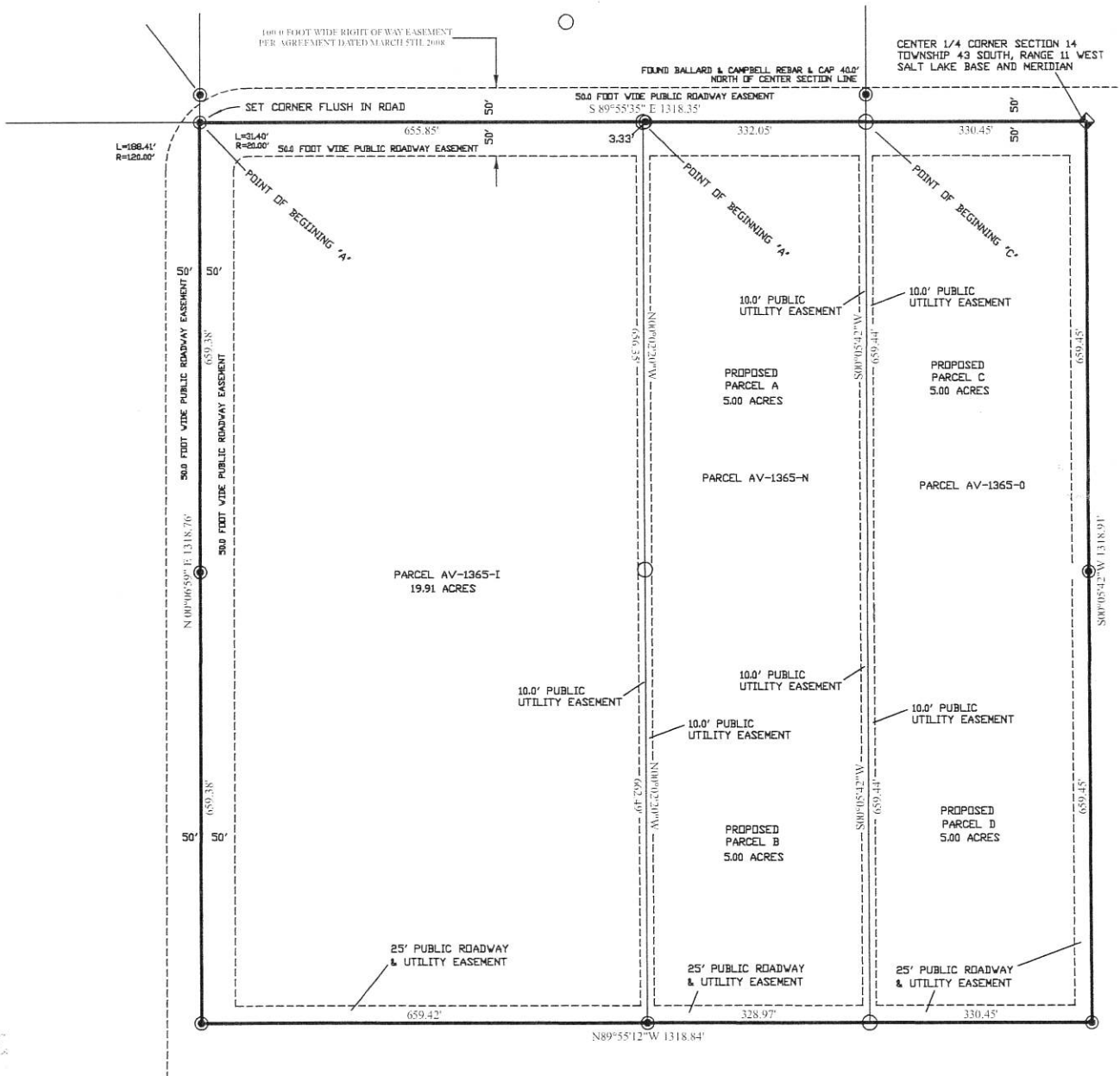


Exhibit "A"

September 9, 2022

Legal Descriptions
prepared for Jonny George

The north half of parcel AV-1365-O, being more particularly described as follows:

Beginning at a point which lies South 89°55'35" East 2306.25 feet along the center section line from the west quarter corner of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 89°55'35" East 330.45 feet along said line to the center of section; thence South 0°05'42" West 659.45 feet long the center section line; thence North 89°55'22" West 330.45 feet; thence North 0°05'42" East 659.44 feet to the point of beginning. Contains 5.00 acres.

Subject to a public roadway easement per agreement dated March 5th, 2008, (affects the north 50 feet of said parcel).

Together with and subject to the following easement for ingress, egress, utilities and drainage:

Beginning at a point which lies South 0°05'42" West 50.00 feet along the center section line from the center of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 0°05'42" West 621.59 feet along said center section line; thence North 89°55'22" West 282.04 feet to a point on a non-tangent curve, the radius point of which bears North 75°26'43" West 50.00 feet distant; thence southwesterly, northwesterly, northeasterly and southeasterly along the arc of said curve through a central angle of 331°02'42", a distance of 288.89 feet; thence South 89°55'22" East 257.04 feet; thence North 0°05'42" East 596.95 feet to a point on the southerly right of way of a public roadway; thence South 89°55'35" East 25.00 feet along said line to the point of beginning.

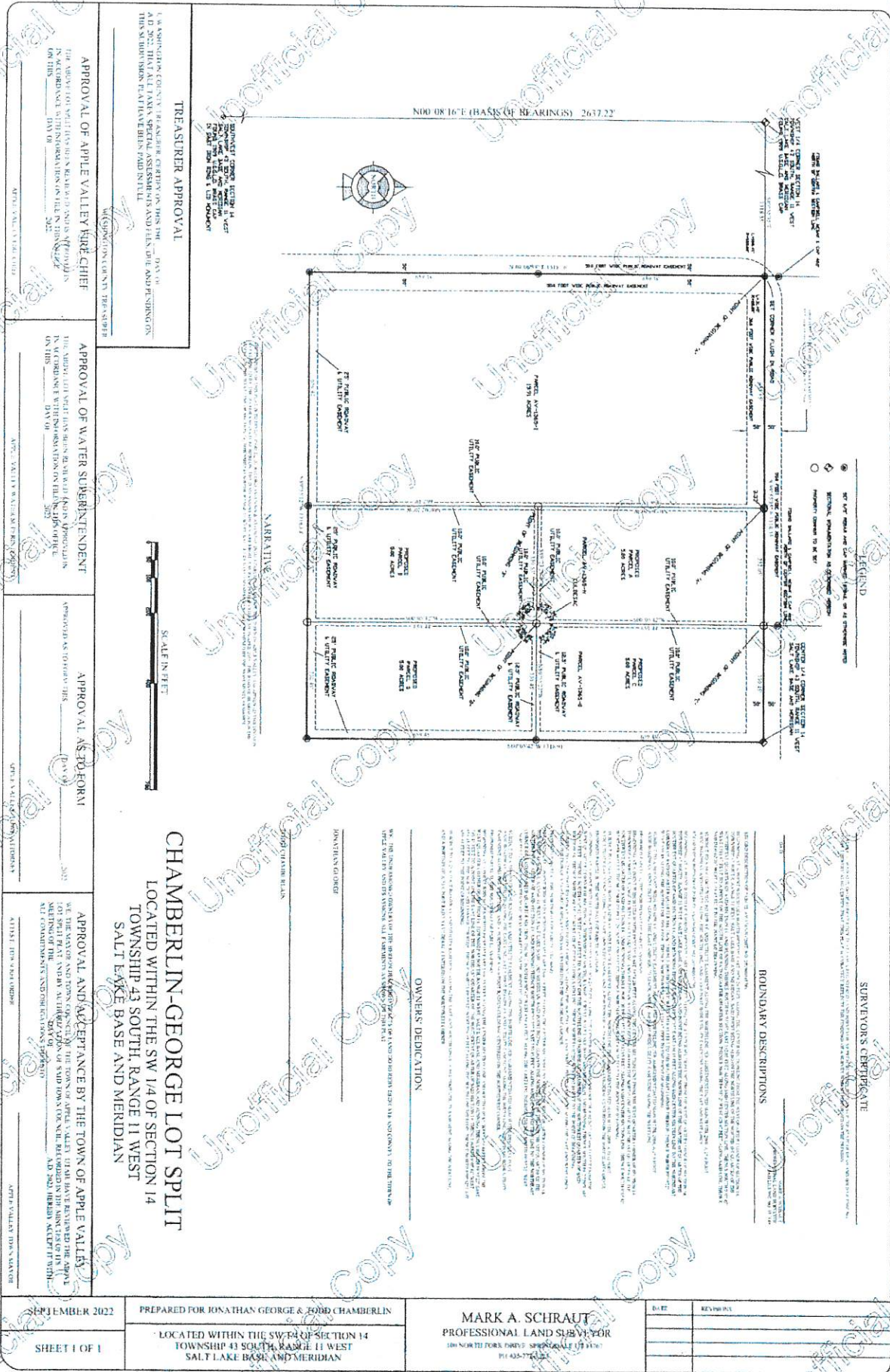
The south half of parcel AV-1365-O, being more particularly described as follows:

Beginning at a point which lies South 89°55'35" East 2306.25 feet along the center section line and South 0°05'42" East 659.44 feet from the west quarter corner of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 89°55'22" East 330.45 feet; thence South 0°05'42" West 659.45 feet to a point on the south line of the northeast quarter of the southwest quarter of said section 14; thence North 89°55'12" West 330.45 feet along said line; thence North 0°05'42" East 659.44 feet to the point of beginning. Contains 5.00 acres.

Together with and subject to the following easement for ingress, egress, utilities and drainage:

Beginning at a point which lies South 0°05'42" West 50.00 feet along the center section line from the center of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 0°05'42" West 621.59 feet along said center section line; thence North 89°55'22" West 282.04 feet to a point on a non-tangent curve, the radius point of which bears North 75°26'43" West 50.00 feet distant; thence southwesterly, northwesterly, northeasterly and southeasterly along the arc of said curve through a central angle of 331°02'42", a distance of 288.89 feet; thence South 89°55'22" East 257.04 feet; thence North 0°05'42" East 596.95 feet to a point on the southerly right of way of a public roadway; thence South 89°55'35" East 25.00 feet along said line to the point of beginning.

Prepared by Mark A. Schraut, PLS 187849



access in a manner that will minimize the hazard of traffic leaving and entering roadways.

E. Manufacturing Zone:

The objective in establishing the M-1 zone is to provide space for warehousing, light manufacturing, fabrication, wholesaling, services and other similar commercial establishments which are combined with manufacturing or warehousing uses, and to locate these establishments in a location compatible with one another, and where they are convenient to the other commercial and industrial zones in the county.

F. Industrial Zone:

The objective in establishing the I-1 zone is to provide space for various types of land uses whose effects, both secondary and direct, are not compatible with uses found in other zones in the county.

G. Open Space Conservation Zone:

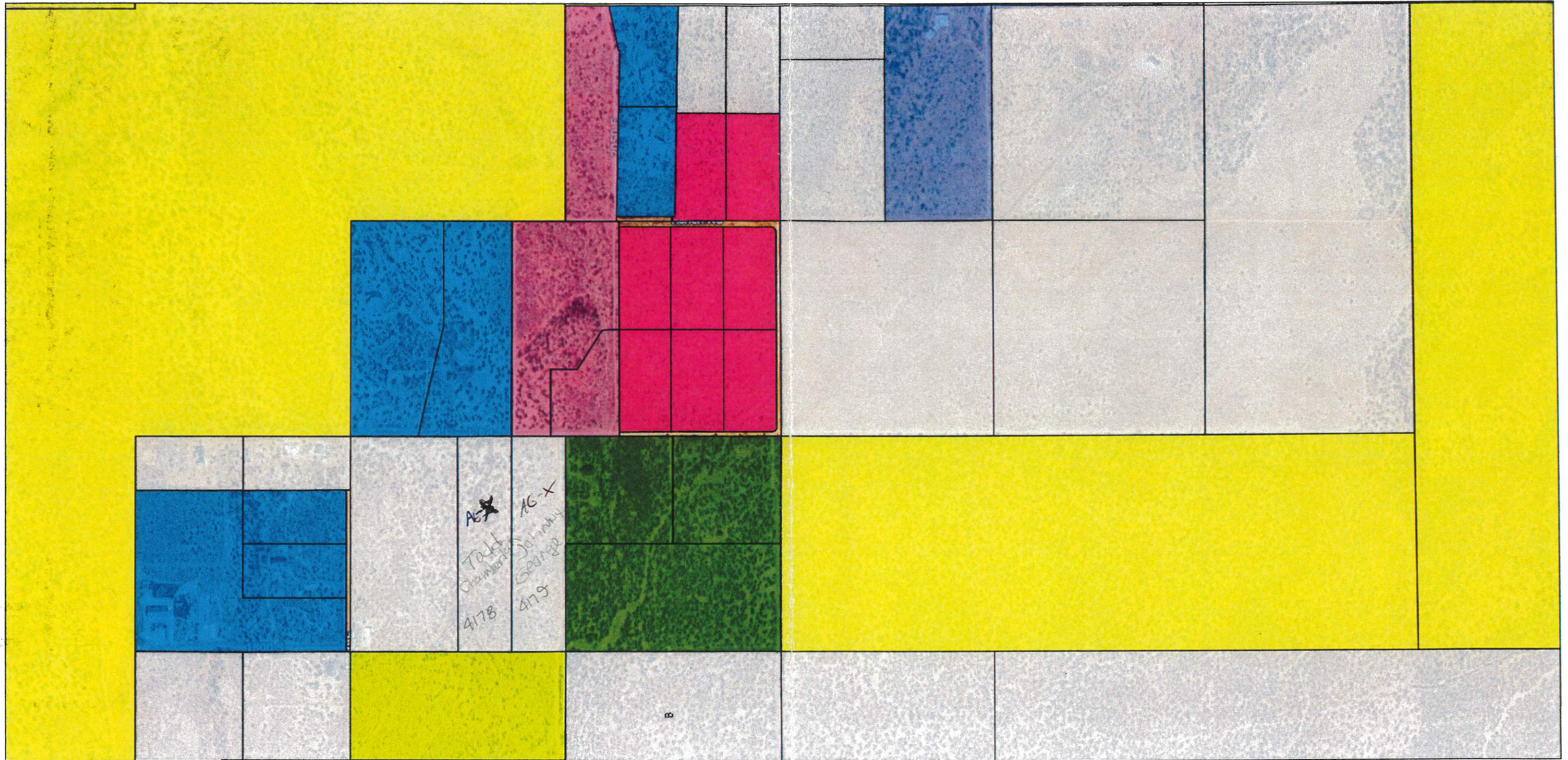
The purpose of this zone is to permit the use of open space land within the county for uses compatible with the protection of the natural and scenic resources of the county for the benefit of present and future generations.

H. Open Space Transition Zone:

The purpose of this zone is to provide for the protection of primarily undeveloped private land.

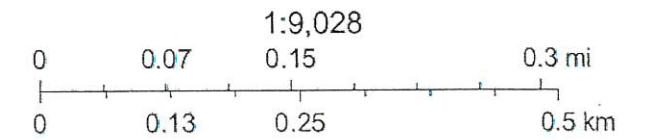


Apple Valley Zoning Districts



3/7/2024, 2:07:38 PM

- | | | |
|------------------------------|-------------------------------|-------------------------|
| Washington County Parcels | OSC – Open Space Conservation | RE-5 – Rural Estate 5 |
| Future Annexation Boundary | OST – Open Space Transition | RE-10 – Rural Estate 10 |
| Zoning Districts | PD – Planned Development | RE-20 – Rural Estate 20 |
| A-5 - Agricultural > 5 Acres | RE-1 – Rural Estate 1 | Town Boundry |



AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCELS AV-1367-A, AV-1370-A, AV-1371-A, AV-1368, AV-1356-A-1, AV-1360, AV-1357, AV-1356-B, AV-1359, AV-1349, AV-1348-B FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcels AV-1367-A, AV-1370-A, AV-1371-A, AV-1368, AV-1356-A-1, AV-1360, AV-1357, AV-1356-B, AV-1359, AV-1349, AV-1348-B from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on June 5, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

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

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

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 26th day of June 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcels AV-1367-A, AV-1370-A, AV-1371-A, AV-1368, AV-1356-A-1, AV-1360, AV-1357, AV-1356-B, AV-1359, AV-1349, AV-1348-B is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

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

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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



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: Hirschi Big Plain Ranch Irrevocable Trust		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone:	
Address/Location of Property: Apple Valley		Parcel ID: <small>AV-1367-A, AV-1370-A, AV-1371-A, AV-1368, AV-1366-A-1, AV-1369, AV-1357, AV-1365-B, AV-1360, AV-1349, AV-1348-B</small>	
Existing Zone: OST/RE-1		Proposed Zone: A-X	
For Planned Development Purposes: Acreage in Parcel _____		Acreage in Application ⁹¹⁵ _____	
Reason for the request Switch to AG			

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 	Date 5/14/24
-------------------------	------------------------

Official Use Only	Amount Paid: \$	Receipt No:
Date Received: RECEIVED MAY 14 2024	Date Application Deemed Complete:	
By:	By:	



Search...

Sign in

Tools



Item 19.

AV-1360

AV-1356-A-1

emap...

AV 1356

0 300 600ft



Search...

Sign in



Tools

Item 19.

1/1

emap...

0 300 600ft

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT
PROPERTY OWNER

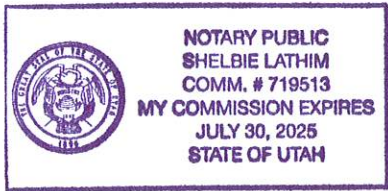
STATE OF UTAH)
)S
COUNTY OF WASHINGTON)

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

[Signature]
Property Owner

N/A
Property Owner

Subscribed and sworn to me this 14 day of May, 2024.



[Signature]
Notary Public

Residing in: Hurricane UT

My Commission Expires: 07/30/2025

AGENT AUTHORIZATION

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

Property Owner

Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

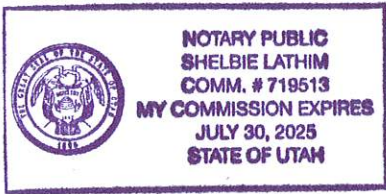
STATE OF UTAH)
)S
COUNTY OF WASHINGTON)

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

[Signature]
Property Owner

N/A
Property Owner

Subscribed and sworn to me this 14 day of May, 20 24.



[Signature]
Notary Public

Residing in: Hurricane Utah

My Commission Expires: 07/30/2025

AGENT AUTHORIZATION

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

Property Owner

Property Owner

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

Notary Public

Residing in: _____

My Commission Expires: _____

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

Item 19.

STATE OF UTAH)
)S
COUNTY OF WASHINGTON)

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

Doug Hirschi
Property Owner

N/A
Property Owner

Subscribed and sworn to me this 14 day of May, 20 24.



Shelby Lathim
Notary Public

Residing in: Hurricane UT

My Commission Expires: 07/30/2025

AGENT AUTHORIZATION

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

Property Owner

Property Owner

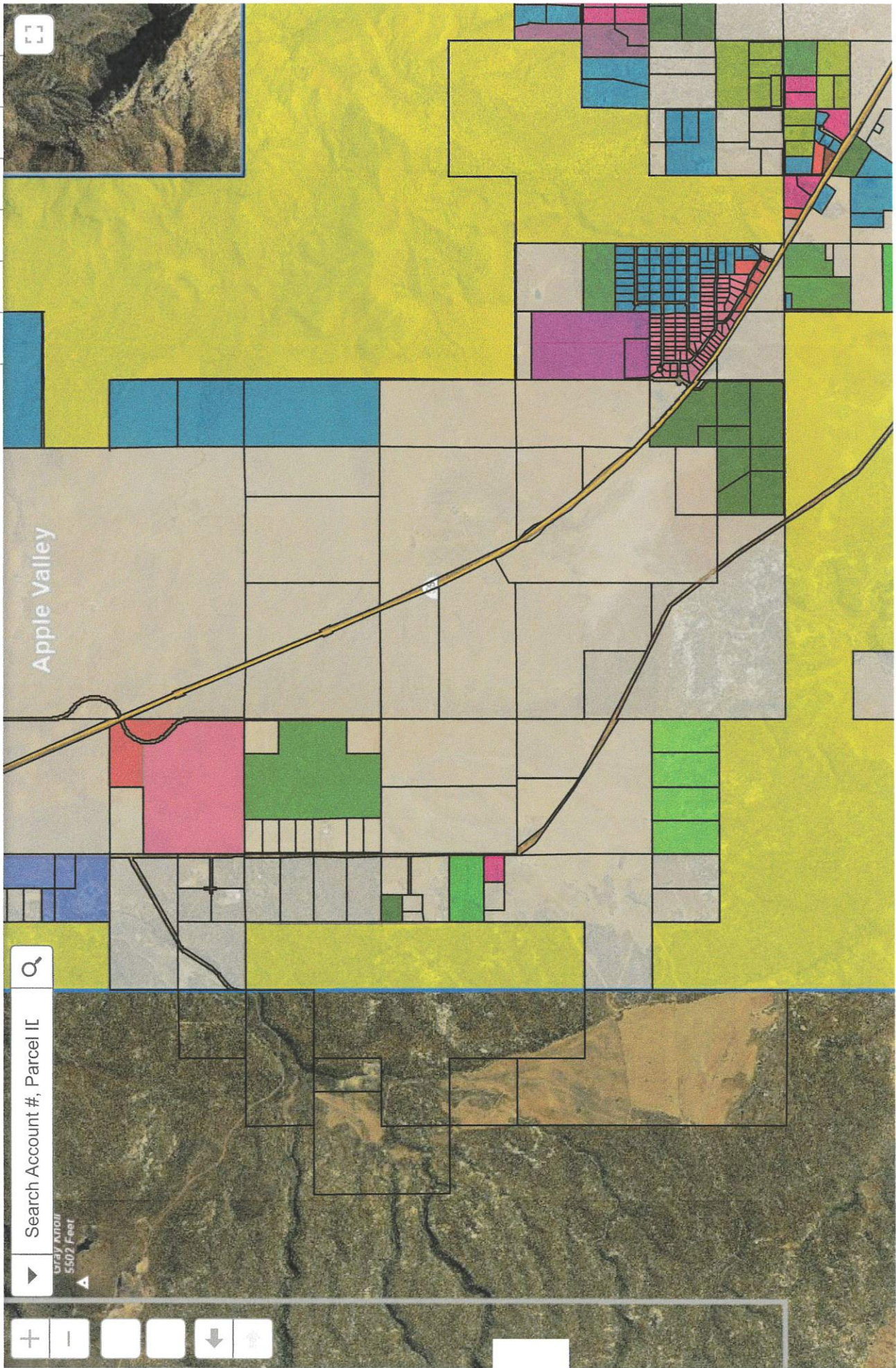
Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

Residing in: _____

My Commission Expires: _____

Apple Valley Zoning Districts Viewer



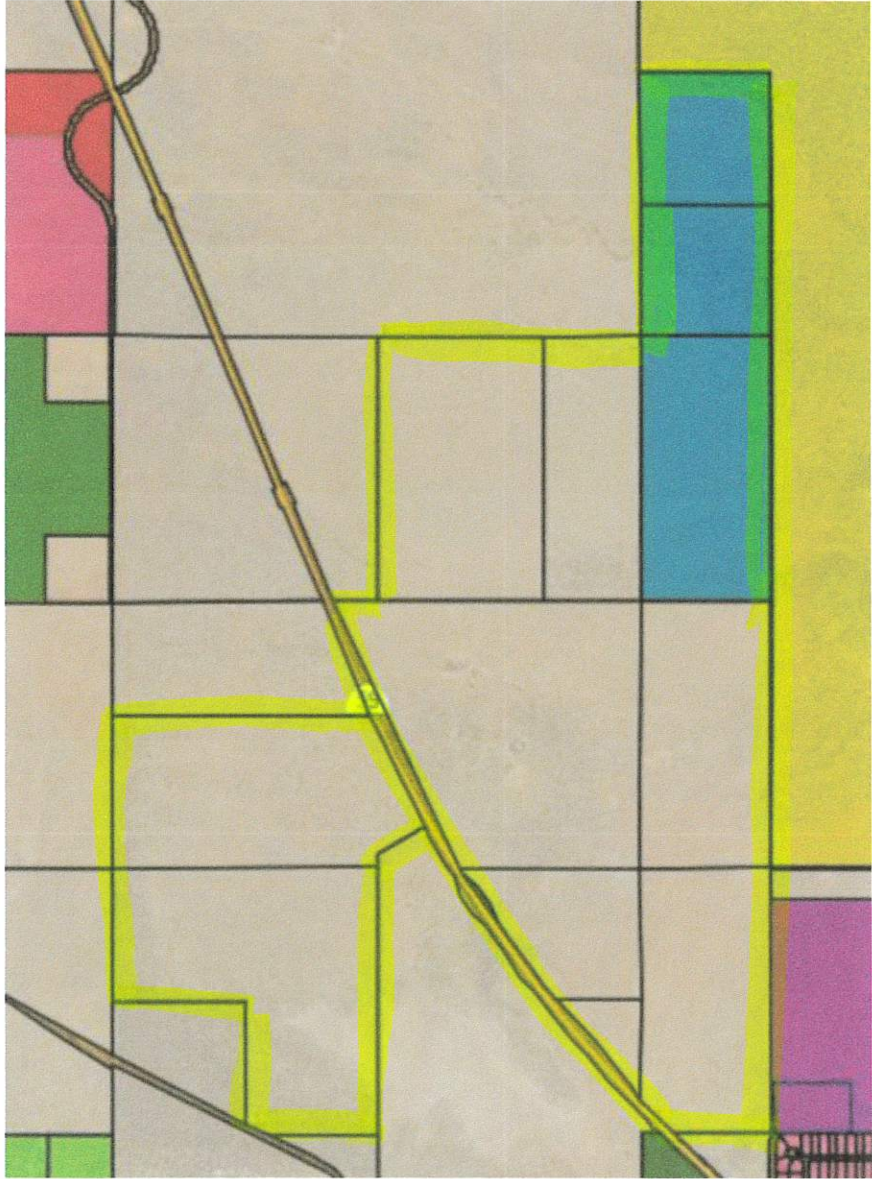
Search Account #, Parcel ID

Apple Valley

Gray Area
5502 Feet

0.6km
0.4mi

43.113-064881 37.050607 Degrees



Warranty Deed Page 1 of 4

Gary Christensen Washington County Recorder
05/17/2021 12:10:55 PM Fee \$54.00 By: DENTONS
DURHAM JONES PINEGAR - ST. GEORGE

WHEN RECORDED, MAIL TO:

Lyle R. Drake
Durham Jones & Pinegar, P.C.
192 E. 200 N., 3rd Floor
St. George, Utah 84770

GRANTEE'S ADDRESS IS:

Richard William Hirschi
209 W 300 S
Hurricane, UT 84737

WARRANTY DEED

J. Waldo Hirschi and Sybil Hirschi, Grantors, hereby **CONVEY AND WARRANT** to **Richard William Hirschi, Sara Elaine Hirschi, Douglas L. Hirschi, and Janice M. Hirschi, Trustees of the Hirschi Big Plain Ranch Irrevocable Trust** under agreement dated **March 12, 2021**, Grantee, as a gift and for no consideration, the following described tracts of land in Washington County, State of Utah:

Tax Parcel # AV-1356-A-1; AV-1356-B; AV-1357; AV-1360; AV-1367-A; AV-1368; AV-1370-A; and AV-1371-A

See attached Exhibit A for complete legal descriptions.

TOGETHER WITH all improvements, water rights, and appurtenances thereto.

SUBJECT TO easements, restrictions, rights of way, and reservations of record or enforceable in law or equity.

WITNESS the hand of grantors, this 12th day of March, 2021.



J. Waldo Hirschi

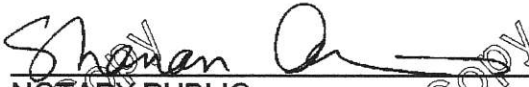


Sybil Hirschi

STATE OF UTAH

COUNTY OF WASHINGTON

On this 12th day of March, 2021, before me personally appeared J. Waldo Hirschi and Sybil Hirschi, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding Warranty Deed, and acknowledged before me that they signed it voluntarily for its stated purpose.


NOTARY PUBLIC



Schedule A**Tax Parcel # AV-1356-A-1**

S: 9 T: 43S R: 11W S1/2 SEC 9 T43S R11W. LESS: LAND IN HWY. LESS: BEG W1/4 COR SEC 9 TH N 89°54'17E ALG 1/4 SEC/L 2048.08 FT TO W R/W LN HWY U-59; TH ALG R/W S 22°35'51 E 579.43 FT TO PT CURV NON TNGT CUR CNCV NE HAV RAD 14711.06 FT CTRL ANG 02°35'12 CHD 664.09 FT BEAR S 24°0'20 E; TH SEC/L ALG CUR 664.15 FT; TH S 89°54'17 W 2538.70 FT TO SEC/L; TH N 0°06'37 W ALG SEC/L 1142.41 FT TO POB

Tax Parcel # AV-1356-B

The S 1/2 of the NE 1/4; and beginning at a point 60 rods W of the NE corner of Section 9 and running thence South 160 rods; thence West 20 rods; thence North 160 rods; thence East 20 rods to the point of beginning, all in Section 9, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Utah. Containing 100 acres more or less. Together with water appurtenances, improvements, contents belonging thereto, plus 14 shares Hurricane Canal Co. water.

Tax Parcel # AV-1357

All of the East 60 Acres of the NE 1/4 of Section 9, Township 43 South, Range 11 West, Salt Lake Base and Meridian. Containing 60 acres.

Tax Parcel # AV-1360

The W 1/2 of the SW 1/4 of Section 10, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Utah. Containing 80 acres more or less.

Tax Parcel # AV-1367-A

The W 1/2 of the NW 1/4 of Section 15, Township 43 South, Range 11 West, Salt Lake Base and Meridian. Containing 80 acres more or less.

Tax Parcel # AV-1368

The E 1/2 of the NW 1/4 ; NW 1/4 of the NW 1/4 of Section 16, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Utah. Containing 120 acres more or less.

Tax Parcel # AV-1370-A

The W 1/2 of the NE 1/4, SE 1/4 of the NE 1/4; the NW 1/4 of the SE 1/4 and the North 15 acres of the NE 1/4 of the SE 1/4 of Section 16, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Utah. Containing 175 acres more or less. Less: Land in Highway.

Tax Parcel # AV-1371-A

The NE 1/4 of the NE 1/4 of Section 16, Township 43 South, Range 11 West, Salt Lake Base and Meridian, Utah. Containing 40 acres more or less. Less: Land in Highway..

Mail tax notice to:

When recorded mail to:

MICHAEL AND KARALE FARRAR
900 MOUNTAIN DRIVE
APPLE VALLEY, UT 84737

Item 19.

DOC # 20230023643

Quit Claim Deed Page 1 of 3
Gary Chris Owen Washington County Recorder
08/08/2023 09:54:24 AM Fee \$ 40.00
By FARRAR-BRADLEY



TAX ID No. AV-1348-B, AV-1349 & AV-1359

QUIT-CLAIM DEED

THE MICHAEL AND KARALE FARRAR FAMILY TRUST DATED SEPTEMBER 27, 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, as Trustees, of Apple Valley, County of Washington, State of Utah, Grantor(s).

Hereby **QUIT CLAIMS** to:

RICHARD WILLIAM HIRSCHI, DOUGLAS I. HIRSCHI, AND JANICE M. HIRSCHI, TRUSTEES OF THE HIRSCHI BIG PLAIN RANCH, IRREVOCABLE TRUST UNDER AGREEMENT DATED MARCH 12, 2021, of Hurricane City, County of Washington, State of Utah, Grantee(s).

For the sum of **TEN AND NO/100** (and other good and valuable considerations) **DOLLARS** the following described tract of land, located in Washington County, State of Utah.

PARCELS AV-1348-B, AV-1349 & AV-1359:

See Attached Exhibit "A, B & C"

*****Please Note***** The purpose of this deed is to adjust the lot line between parcels AV-1348-B, AV-1349 & AV-1359.

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2023 taxes and thereafter.

WITNESS the hand of said Grantors this the 8 day of August, 2023.

THE MICHAEL AND KARALE FARRAR FAMILY TRUST DATED SEPTEMBER 27, 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, as Trustees, and signers of both parcels of land:

BY: [Signature] TRUSTEE
Michael Lee Farrar, Trustee

BY: [Signature] Trustee
Karale Robyn Farrar, Trustee

OWNER ACKNOWLEDGEMENT

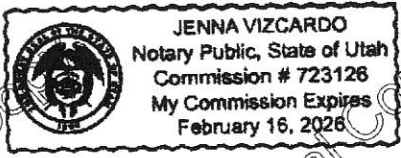
STATE OF UTAH)
)
 : ss.
COUNTY OF WASHINGTON)

On the 8 day of August, 2023 personally appeared before me, the undersigned notary public in and for said State and County,

Jenna Vizcardo, personally appeared THE MICHAEL AND KARALE FARRAR FAMILY TRUST DATED SEPTEMBER 27, 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, as Trustees, being the signer(s) of the instrument herein and who duly acknowledged to me that he/she/they executed the same.

BY: [Signature]
Notary Public in and for the State of UT

Residing at Apple Valley, UT
My commission expires 2/16/26.



**TOWN OF APPLE VALLEY
ORDINANCE O-2024-31**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCEL AV-1365-N FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcel AV-1365-N from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on June 5, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

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

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

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 26th day of June 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcel AV-1365-N is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

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

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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



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: John Carl Izaak McHenry/Todd A Chamberlin
Address: [Redacted]
City: [Redacted] State: [Redacted] Zip: [Redacted]
Agent: (If Applicable)
Address/Location of Property: Block of 1800 E, South of Red Hawk Parcel ID: AV-1365-N / AG-X
Existing Zone: Open Space Transition Proposed Zone: Agricultural
Reason for the request: Rezone to agricultural for residential dwelling, crop production, gardening and farm buildings and uses.

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 [Signature] Date 1/3/2023

Official Use Only
Amount Paid: \$ N/A Receipt No: N/A
Date Received: RECEIVED MAY 09 2024 Date Application Deemed Complete:
By: [Signature] By:

SUBDIVISION APPROVAL PROCESS

AFFIDAVIT

PROPERTY OWNER

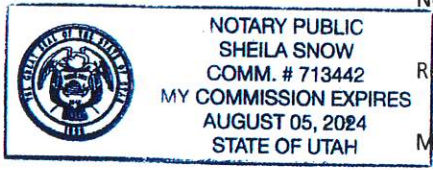
STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

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

[Signature]
Property Owner
[Signature]
Property Owner

Subscribed and sworn to me this 3 day of January, 2024.

Sheila Snow
Notary Public



Residing in: Laverkin, Utah
My Commission Expires: 8/5/24

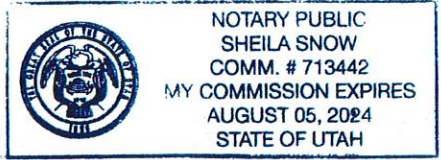
AGENT AUTHORIZATION
JOHN CARL IZAAK MCHENRY TODD A. CHAMBERLIN

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

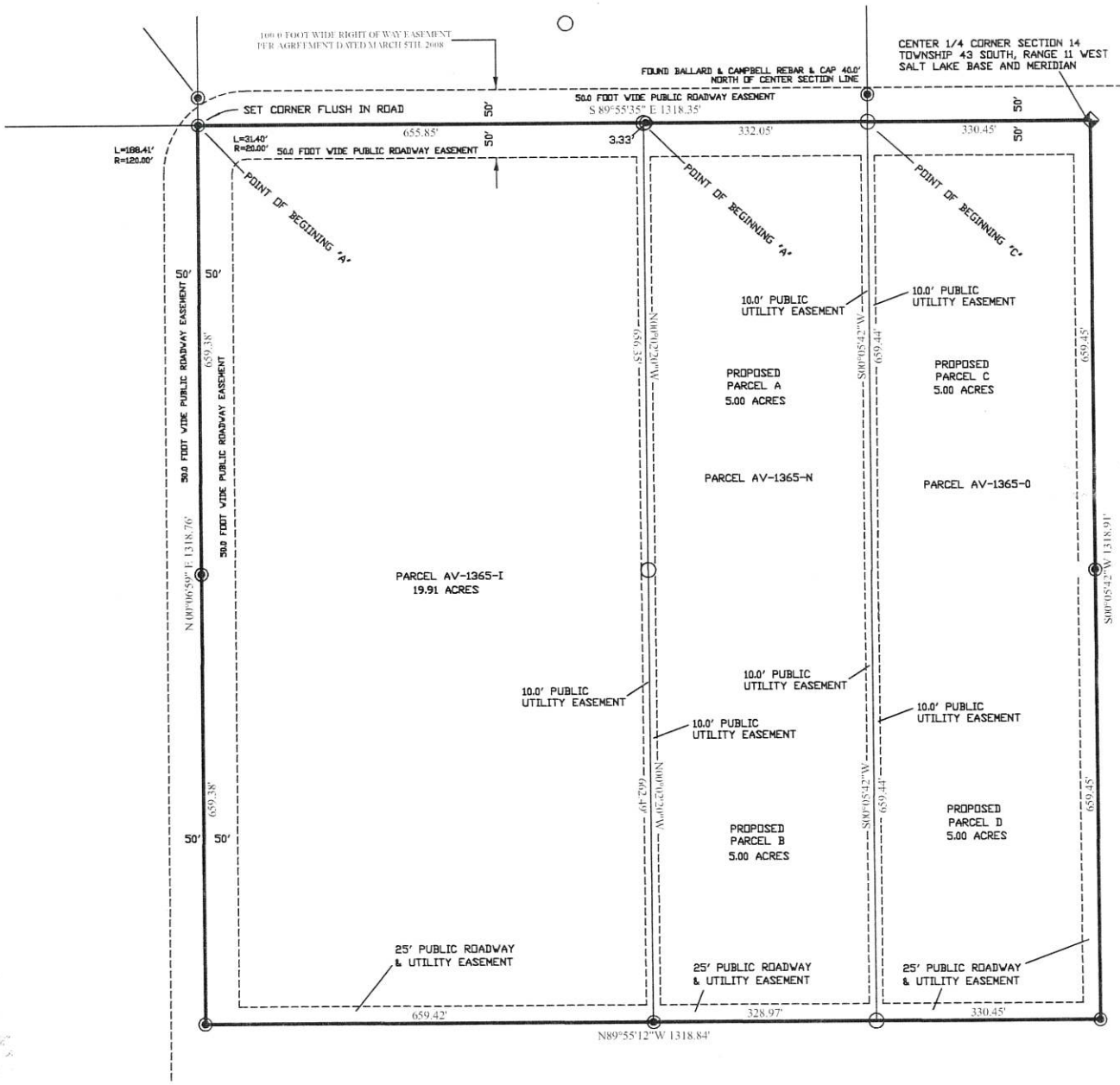
[Signature]
Property Owner
[Signature]
Property Owner

Subscribed and sworn to me this 3 day of January, 2024.

Sheila Snow
Notary Public



Residing in: Laverkin, UT.
My Commission Expires: 8/5/24



Apple Valley Zoning Districts Viewer
 access in a manner that will minimize the hazard of traffic leaving and entering roadways.

E. Manufacturing Zone:

The objective in establishing the M-1 zone is to provide space for warehousing, light manufacturing, fabrication, wholesaling, service, and other similar commercial establishments which are combined with manufacturing or warehousing uses, and to locate these establishments in a location compatible with one another, and where they are convenient to the other commercial and industrial zones in the county.

F. Industrial Zone:

The objective in establishing the I-1 zone is to provide space for various uses of land uses whose effects, both secondary and direct, are not compatible with uses found in other zones in the county.

G. Open Space Conservation Zone:

The purpose of this zone is to permit the use of open space land within the county for uses compatible with the protection of the natural and scenic resources of the county for the benefit of present and future generations.

H. Open Space Transition Zone:

The purpose of this zone is to provide for the protection of primarily undeveloped private land.



Parcel ID#



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

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, John Carl Izaak McHenry/Todd Andrew Chamberlin am/are the applicant(s) of the application known as AV-1365-N Rezone located on parcel(s) AV-1365-N within the Town of Apple Valley, Washington County, Utah.

By my/our signatures(s) below, I/we do hereby acknowledge and agree to the following:

1. Approval of a development application by the Town does not guarantee that sufficient water will be available to serve the zone, project, subdivision, or development for which this application is being submitted; and
2. Prior to receiving approval for the application, the applicant shall be required by the Town of Apple Valley to provide a Preliminary Water Service letter from the Big Plains Water Special Service District ("District") which verifies the conditions required to provide services to the project, subdivision or development; and
3. The applicant assumes the entire risk of water availability for the project, subdivision or development and/or application.

Signature(s):

John Carl Izaak McHenry/Todd Andrew Chamberlin

Name

John Carl Izaak McHenry

Name

Todd Andrew Chamberlin

Name

Applicant/Owner

1/3/2024
Date

Applicant/Owner

1/3/2024
Date

Applicant/Owner

1/3/2024
Date

State of Utah)

County of Washington)§

On this 3 day of January, in the year 2024, before me, Sheila Snow a notary public, personally appeared John Carl Izaak McHenry Todd Andrew Chamberlin proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal. Sheila Snow
(notary signature)

(seal)

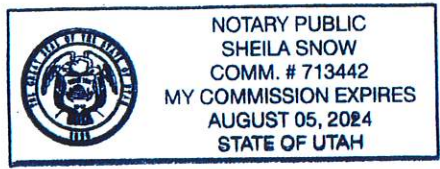


Exhibit "A"

September 9, 2022

Legal Descriptions
prepared for Todd Chamberlain

The north half of parcel AV-1365-N, being more particularly described as follows:

Beginning at a point which lies South 89°55'35" East 1974.20 feet along the center section line from the west quarter corner of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 89°55'35" East 332.05 feet along said center section line; thence South 0°05'42" West 659.44 feet; thence North 89°23'29" West 330.53 feet; thence North 0°02'20" West 656.35 feet to the point of beginning. Contains 5.00 acres.

Subject to a public roadway easement per agreement dated March 5th, 2008, (affects the north 50 feet of said parcel).

Together with and subject to the following easement for ingress, egress, utilities and drainage:

Beginning at a point which lies South 0°05'42" West 50.00 feet along the center section line from the center of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 0°05'42" West 621.59 feet along said center section line; thence North 89°55'22" West 282.04 feet to a point on a non-tangent curve, the radius point of which bears North 75°26'43" West 50.00 feet distant; thence southwesterly, northwesterly, northeasterly and southeasterly along the arc of said curve through a central angle of 331°02'42", a distance of 288.89 feet; thence South 89°55'22" East

257.04 feet; thence North 0°05'42" East 596.95 feet to a point on the southerly right of way of a public roadway; thence South 89°55'35" East 25.00 feet along said line to the point of beginning.

The south half of parcel AV-1365-N, being more particularly described as follows:

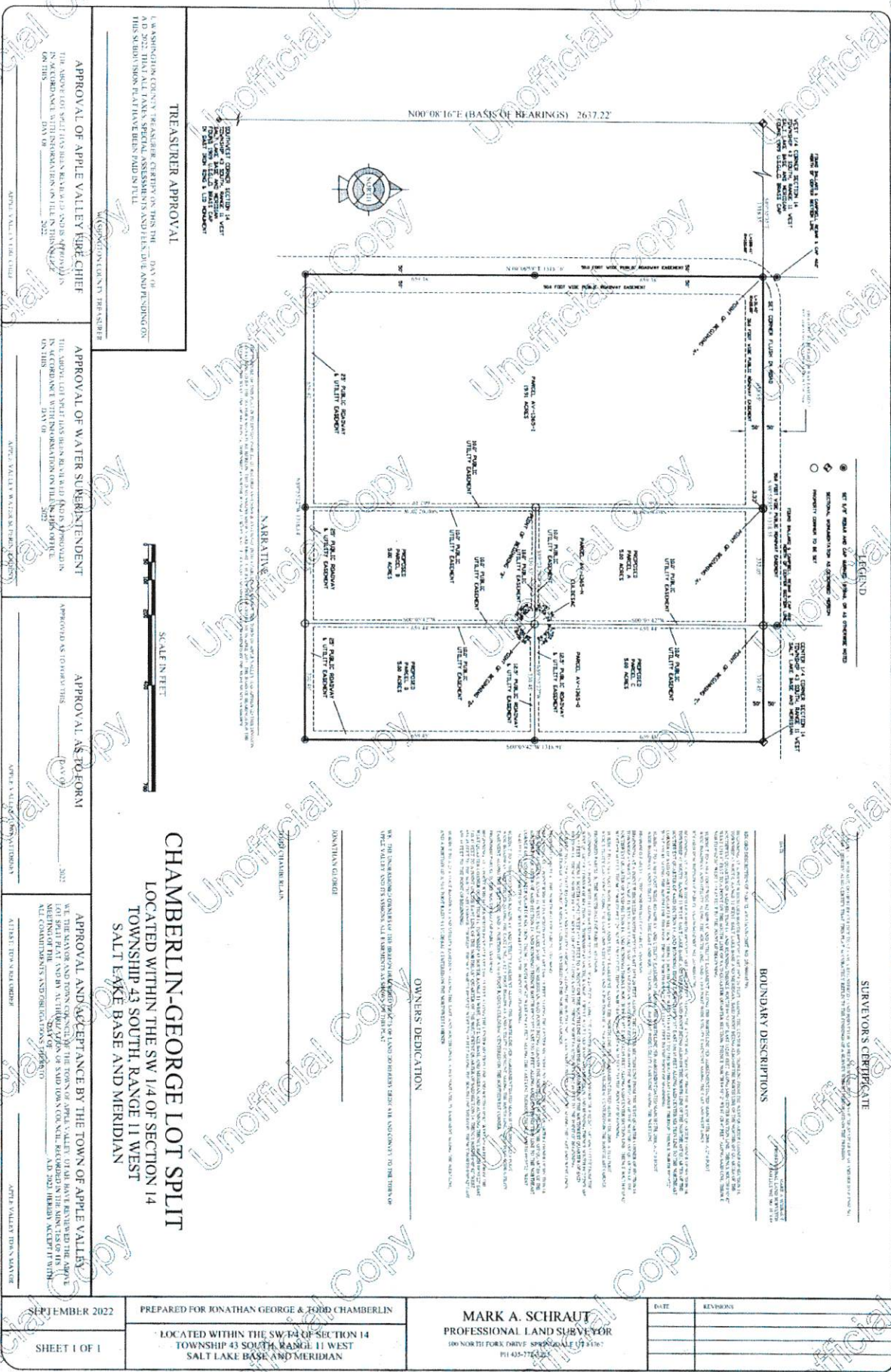
Beginning at a point which lies South 89°55'35" East 1974.20 feet along the center section line and South 0°02'20" East 656.35 feet from the west quarter corner of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 89°23'29" East 330.53 feet; thence South 0°05'42" West 659.44 feet to a point on the south line of the northeast quarter of the southwest quarter of said section 14; thence North 89°55'12" West 328.97 feet along said line; thence North 0°02'20" West 662.49 feet to the point of beginning. Contains 5.00 acres.

Together with and subject to the following easement for ingress, egress, utilities and drainage:

Beginning at a point which lies South 0°05'42" West 50.00 feet along the center section line from the center of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 0°05'42" West 621.59 feet along said center section line; thence North 89°55'22" West 282.04 feet to a point on a non-tangent curve, the radius point of which bears North 75°26'43" West 50.00 feet distant; thence southwesterly, northwesterly, northeasterly and southeasterly along the arc of said curve through a central angle of 331°02'42", a distance of 288.89 feet; thence South 89°55'22" East

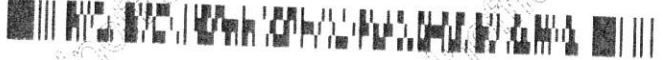
257.04 feet; thence North 0°05'42" East 596.95 feet to a point on the southerly right of way of a public roadway; thence South 89°55'35" East 25.00 feet along said line to the point of beginning.

Prepared by Mark A. Schraut, PLS 187849



DOC # 20240012822

Quit Claim Deed Page 1 of 3
Gary Christensen Washington County Recorder
04/25/2024 03:59:58 PM Fee \$ 40.00
By GEORGE JONATHAN



When recorded mail deed and tax notice to:
Jonathan George
PO Box 824
Springdale, Utah 84767

Tax I.D. No.: AV-1365-N / AV-1365-O

QUIT-CLAIM DEED

Todd Chamberlain and John Carl Izaak McHenry, grantor(s), hereby

QUIT-CLAIMS to

Jonathan George, grantee(s) of Apple Valley, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract in Iron County, State of UTAH:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 15th day of April, 2024.

Todd Chamberlain

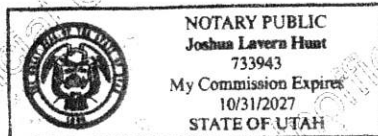
John Carl Izaak McHenry

Ohio
State of ~~Utah~~)
Scioto : ss
County of ~~Washington~~)

On the 15th day of April, 2024, personally appeared before me Todd Chamberlain, the signer(s) of the above agreement who duly acknowledge to me that he executed the same.

STATE OF UTAH
COUNTY OF: IRON
ON THE 23rd DAY OF April 2024
PERSONALLY APPEARED BEFORE ME
John Carl Izaak McHenry SIGNER(S) OF THE ABOVE
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME

NOTARY PUBLIC



NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
O.P.C. SECTION 147.03

Exhibit "A"

September 9, 2022

Legal Descriptions
prepared for Jonny George

The north half of parcel AV-1365-O, being more particularly described as follows:

Beginning at a point which lies South 89°55'35" East 2306.25 feet along the center section line from the west quarter corner of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 89°55'35" East 330.45 feet along said line to the center of section; thence South 0°05'42" West 659.45 feet long the center section line; thence North 89°55'22" West 330.45 feet; thence North 0°05'42" East 659.44 feet to the point of beginning. Contains 5.00 acres.

Subject to a public roadway easement per agreement dated March 5th, 2008, (affects the north 50 feet of said parcel).

Together with and subject to the following easement for ingress, egress, utilities and drainage:

Beginning at a point which lies South 0°05'42" West 50.00 feet along the center section line from the center of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 0°05'42" West 621.59 feet along said center section line; thence North 89°55'22" West 282.04 feet to a point on a non-tangent curve, the radius point of which bears North 75°26'43" West 50.00 feet distant; thence southwesterly, northwesterly, northeasterly and southeasterly along the arc of said curve through a central angle of 331°02'42", a distance of 288.89 feet; thence South 89°55'22" East

257.04 feet; thence North 0°05'42" East 596.95 feet to a point on the southerly right of way of a public roadway; thence South 89°55'35" East 25.00 feet along said line to the point of beginning.

The south half of parcel AV-1365-O, being more particularly described as follows:

Beginning at a point which lies South 89°55'35" East 2306.25 feet along the center section line and South 0°05'42" East 659.44 feet from the west quarter corner of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 89°55'22" East 330.45 feet; thence South 0°05'42" West 659.45 feet to a point on the south line of the northeast quarter of the southwest quarter of said section 14; thence North 89°55'12" West 330.45 feet along said line; thence North 0°05'42" East 659.44 feet to the point of beginning. Contains 5.00 acres.

Together with and subject to the following easement for ingress, egress, utilities and drainage:

Beginning at a point which lies South 0°05'42" West 50.00 feet along the center section line from the center of section 14, Township 43 South, Range 11 West, Salt Lake Base and Meridian and running thence South 0°05'42" West 621.59 feet along said center section line; thence North 89°55'22" West 282.04 feet to a point on a non-tangent curve, the radius point of which bears North 75°26'43" West 50.00 feet distant; thence southwesterly, northwesterly, northeasterly and southeasterly along the arc of said curve through a central angle of 331°02'42", a distance of 288.89 feet; thence South 89°55'22" East

257.04 feet; thence North 0°05'42" East 596.95 feet to a point on the southerly right of way of a public roadway; thence South 89°55'35" East 25.00 feet along said line to the point of beginning.

Prepared by Mark A. Schraut, PLS 187849

DATE	REVISIONS	MARK A. SCHIRALT PROFESSIONAL LAND SURVEYOR 190 NORTH MAIN STREET, SUITE 414 MOUNTAIN VIEW, MO 64150 (816) 235-1120	PREPARED FOR JONATHAN GEORGE & TORD CHAMBERLIN	SEPTEMBER 2022	SHEET 1 OF 1
			LOCATED WITHIN THE SW 1/4 OF SECTION 14 TOWNSHIP 43 SOUTH, RANGE 11 WEST SALT LAKE BASE AND MERIDIAN		

SURVEYOR'S CERTIFICATE

I, MARK A. SCHIRALT, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Land Surveyor in the State of Missouri, and that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as the same appears in my files.

BOUNDARY DESCRIPTIONS

SECTION 14, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, WASHINGTON COUNTY, MISSOURI, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS DIVIDED INTO SEVEN (7) PARCELS, TO-WIT:

PARCEL 1, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

PARCEL 2, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

PARCEL 3, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

PARCEL 4, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

PARCEL 5, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

PARCEL 6, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

PARCEL 7, 15.00 ACRES, BEING THE SW 1/4 OF SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN, IS HEREBY DEDICATED TO THE PUBLIC AS A UTILITY EASEMENT FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

OWNERS' DEDICATION

WE, THE UNDERSIGNED, BEING THE OWNERS OF THE ABOVE DESCRIBED PARCELS, DO HEREBY DEDICATE SAID PARCELS TO THE PUBLIC AS UTILITY EASEMENTS FOR THE PURPOSES OF CONVEYING WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND OTHER UTILITIES TO AND FROM SAID SECTION 14, AS SHOWN ON THE PLAT HEREIN.

JONATHAN GEORGE

TORD CHAMBERLIN

CHAMBERLIN-GEORGE LOT SPLIT
 LOCATED WITHIN THE SW 1/4 OF SECTION 14
 TOWNSHIP 43 SOUTH, RANGE 11 WEST
 SALT LAKE BASE AND MERIDIAN

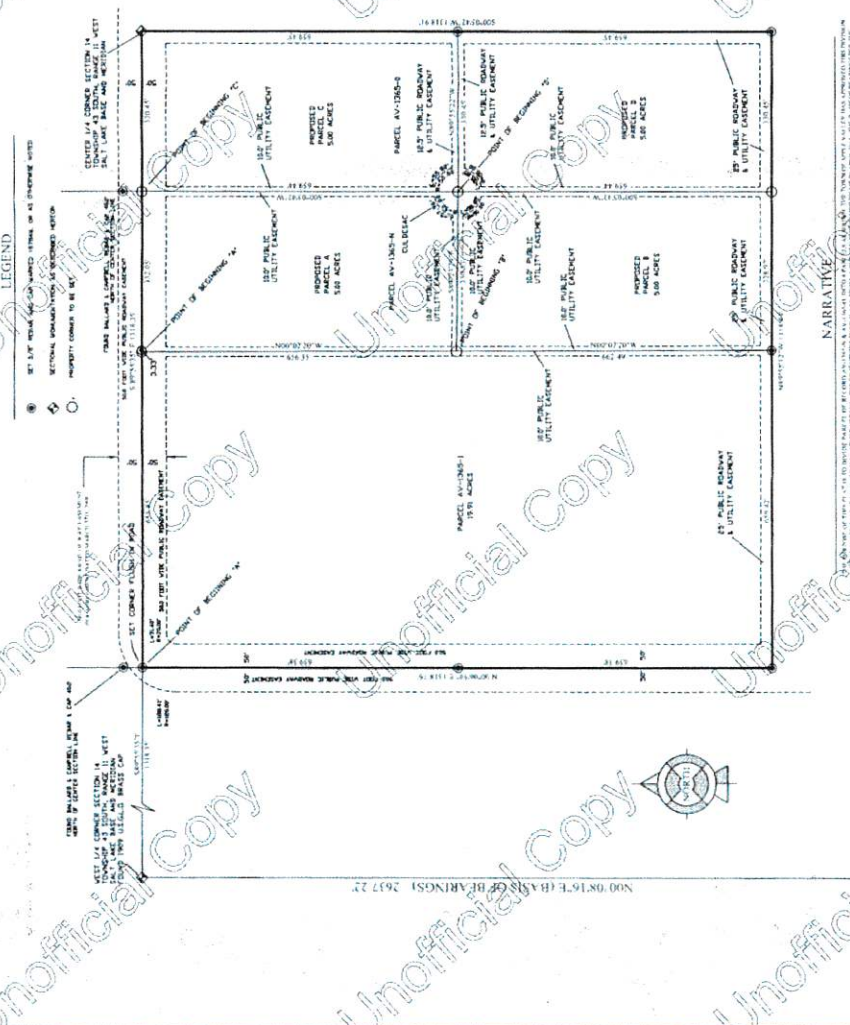
APPROVAL AND ACCEPTANCE BY THE TOWN OF APPLE VALLEY
 WE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, UTAH HAVE REVIEWED THE ABOVE DESCRIBED LOT SPLIT AND BY APPROVING SAID TOWN COUNCIL RESOLUTIONS, WE HEREBY APPROVE SAID LOT SPLIT AND ALL COMMITMENTS AND OBLIGATIONS THEREOF.

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS _____ DAY OF _____, 2022

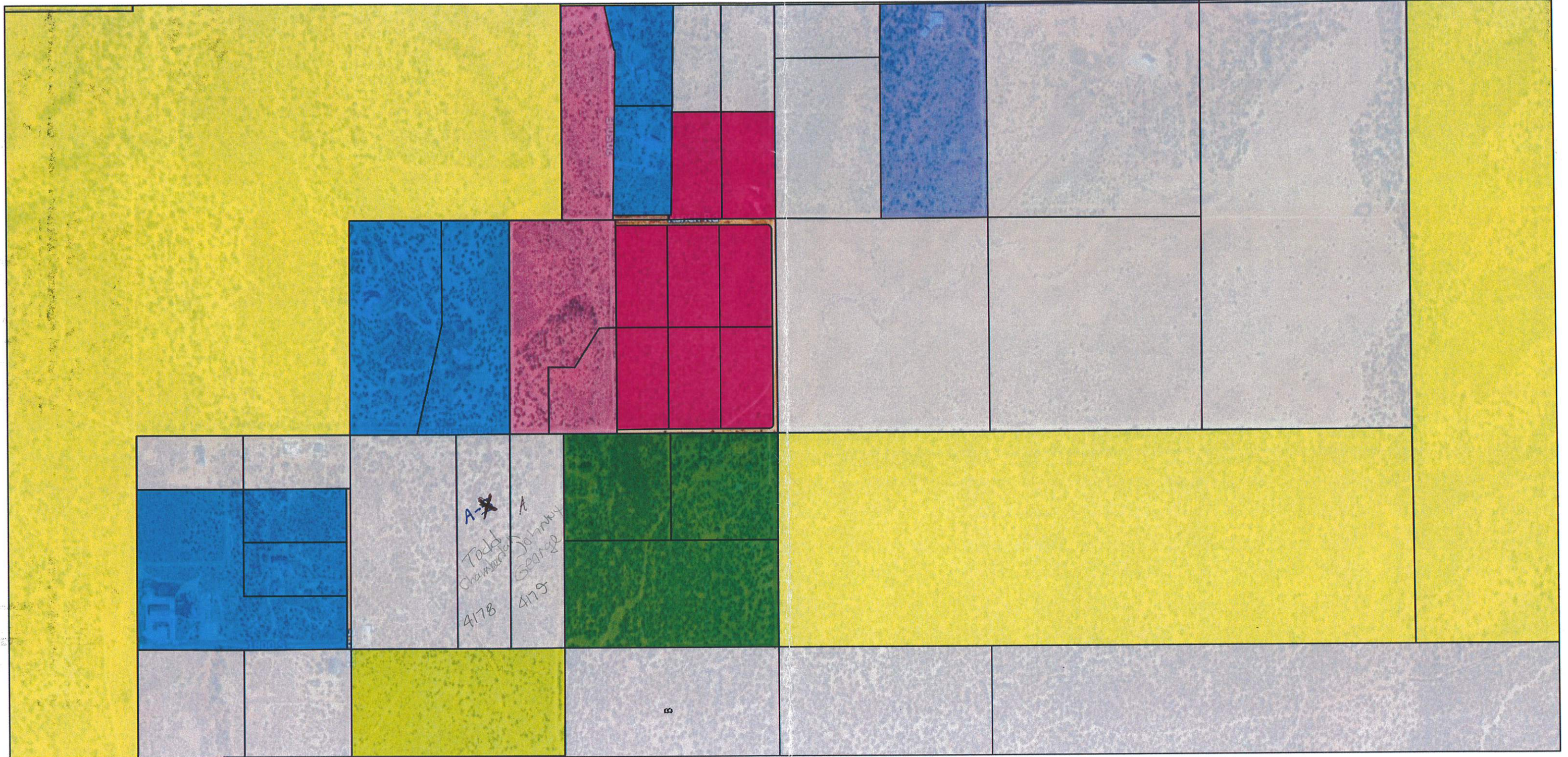
APPROVAL OF WATER SUPERINTENDENT
 THE ABOVE LOT SPLIT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILED DISPOSITION ON THIS _____ DAY OF _____, 2022

TREASURER APPROVAL
 I, _____, TREASURER OF WASHINGTON COUNTY, DO HEREBY APPROVE THIS SUBDIVISION, AS IT HAS BEEN FILED FOR RECORD.

APPROVAL OF APPLE VALLEY FIRE CHIEF
 I, _____, FIRE CHIEF OF THE TOWN OF APPLE VALLEY, UTAH, DO HEREBY APPROVE THIS SUBDIVISION, AS IT HAS BEEN FILED FOR RECORD.

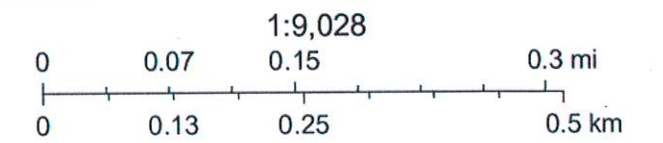


Apple Valley Zoning Districts



3/7/2024, 2:07:38 PM

- | | | |
|------------------------------|-------------------------------|-------------------------|
| Washington County Parcels | OSC – Open Space Conservation | RE-5 – Rural Estate 5 |
| Future Annexation Boundary | OST – Open Space Transition | RE-10 – Rural Estate 10 |
| Zoning Districts | PD – Planned Development | RE-20 – Rural Estate 20 |
| A-5 - Agricultural > 5 Acres | RE-1 – Rural Estate 1 | Town Boundry |



**TOWN OF APPLE VALLEY
ORDINANCE O-2024-32**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF PARCELS AV-1390, AV-1366-A-1, AV-1369-A FROM OPEN SPACE TRANSITION ZONE (OST) TO A AGRICULTURAL ZONE (A-X)

WHEREAS, the Town of Apple Valley (“Town”) has been petitioned for a change in the zoning classification of parcels AV-1390, AV-1366-A-1, AV-1369-A from Open Space Transition Zone (OST) to A Agricultural Zone (A-X); and,

WHEREAS, the Planning Commission has reviewed pertinent information in the public hearing held on June 5, 2024. In a meeting on the same day the Planning Commission recommended approval of the zone change request by unanimous vote; and,

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

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

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 26th day of June 2024, and upon motion duly made and seconded:

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

SECTION I: The Zoning Designation for parcels AV-1390, AV-1366-A-1, AV-1369-A is changed from Open Space Transition Zone (OST) to A Agricultural Zone (A-X).

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

Effective Date: This amendment shall be effective immediately without further publication.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Apple Valley, Utah this 26th day of June, 2024.

PRESIDING OFFICER

Michael L. Farrar, Mayor

ATTEST:

Jenna Vizcardo, Town Clerk/Recorder

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



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

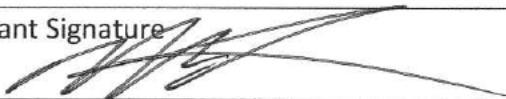
Zone Change Application


Applications Must Be Submitted By The First Wednesday Of The Month

Owner: Farrar Family Trust		Phone: [REDACTED]	
Address: [REDACTED]		Email: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Agent: (If Applicable)		Phone:	
Address/Location of Property: 900 East Mountain Drive		Parcel ID: AV-1390, AV-1366-A-1, AV-1369-A	
Existing Zone: OST		Proposed Zone: A-X	
For Planned Development Purposes: Acreage in Parcel _____ Acreage in Application ²¹⁸ _____			
Reason for the request Switch from OST to AG			

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 	Date 5/16/24
---	---------------------

Official Use Only	RECEIVED MAY 16 2024	Amount Paid: \$	Receipt No:
Date Received:	RECEIVED MAY 6 1 2024	Date Application Deemed Complete:	
By: 	By:		



Parcels (1)

☆ Account Summary



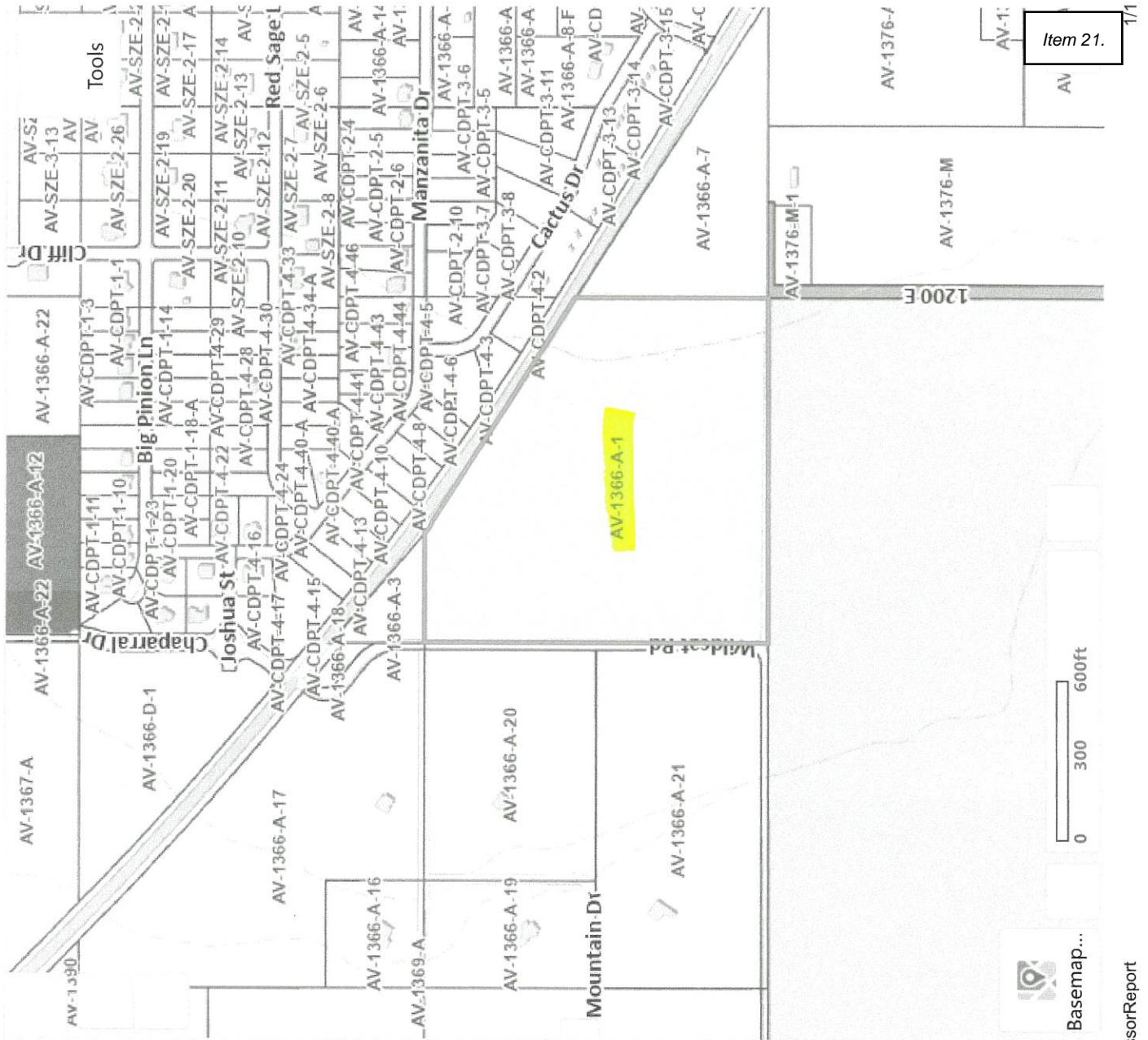
Account Number: 0155443
 Parcel Number: AV-1366-A-1
 Owner Name: FARRAR MICHAEL LEE & KARALE ROBYN
 TRS
 Subdivision Name:
 Situs Address:

- [Account Overview](#)
- [Create a Property Report](#)
- [Property Images](#)
- [Property Sketches](#)
- [Email Us About This Account](#)

Displaying 1 - 1 (Total: 1)

Search...

Sign in



Item 21.



Parcels (1)

☆ Account Summary



Account Number: 0155492
 Parcel Number: AV-1369-A
 Owner Name: FARRAR MICHAEL LEE & KARALE ROBYN
 TRS
 Subdivision Name:
 Situs Address:

- [Account Overview](#)
- [Create a Property Report](#)
- [Property Images](#)
- [Property Sketches](#)
- [Email Us About This Account](#)

Displaying 1 - 1 (Total: 1)

◀ Page 1 of 1 ▶

Welcome! Layers Parcels (1)

Search...

Sign in



Item 21.

Basemap...

0 300 600ft



Parcels (1)

★ Account Summary



Account Number: 1196769
 Parcel Number: AV-1390
 Owner Name: FARRAR MICHAEL LEE TR, FARRAR
 KARALE ROBYN TR
 Subdivision Name:
 Situs Address:

- [Account Overview](#)
- [Create a Property Report](#)
- [Property Images](#)
- [Property Sketches](#)
- [Email Us About This Account](#)

Displaying 1 - 1 (Total: 1)

◀ Page 1 of 1 ▶

Welcome! Layers Parcels (1)

Search...

Sign in

Tools

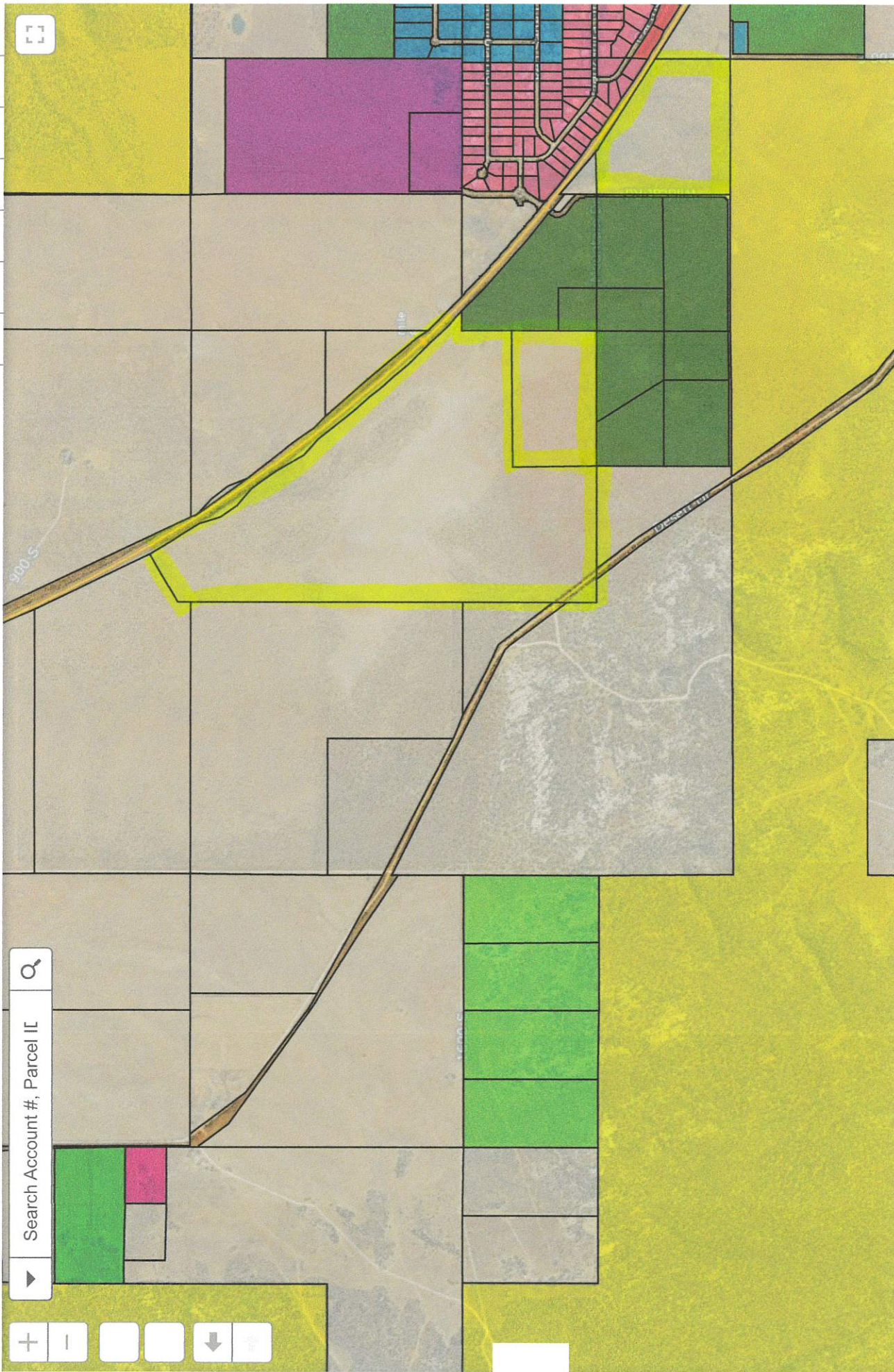


Item 21.

Apple Valley Zoning Districts Viewer



Search Account #, Parcel ID



0.4km
 0.2mi
 113.059001 37.056717 Degrees

113

Item 21.

DOC # 20230031762

Quit Claim Deed Page 1 of 3
Gary Christensen Washington County Recorder
10/24/2023 10:24:58 AM Fee \$ 40.00
By TRANSIT PRODUCTS AND SERVICES



When recorded mail deed and tax notice to:
Michael and Karale Farrar
900 Mountain Drive
Apple Valley, UT 84737

TAX ID NO. AV-1390

For Recorder's use only

QUIT-CLAIM DEED

THE MICHAEL AND KARALE ROBYN FARRAR FAMILY TRUST DATED SEPTEMBER 27, 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, AS TRUSTEES, of Apple Valley, County of Washington, State of Utah, grantor(s).

Hereby QUIT CLAIMS to:

THE MICHAEL AND KARALE FARRAR FAMILY TRUST DATED SEPTEMBER 27, 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, AS TRUSTEES, of Apple Valley, County of Washington, State of Utah, grantee.

For the sum on TEN AND NO/100 (and other good and valuable considerations) DOLLARS the following described tract of land, located in Washington County, State of Utah.

PARCELS: AV-1390

See attached Legal Descriptions on Exhibits, "A"

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2023 taxes and thereafter.

*****THIS DEED IS BEING RECORDED TO CORRECT THE TRUSTEES NAME OF THE GRANTEE FROM THE ORIGINAL DEED RECORDED AS DOC# 20230022856.**

*Notary Acknowledgments are on the following page.

WITNESS the hand of said Grantors this the 24 day of October, 2023.

THE MICHAEL AND KARALE ROBYN FARRAR FAMILY TRUST DATED SEPTEMBER 27, 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, AS TRUSTEES, of Apple Valley, County of Washington, State of Utah, as Trustees, and signers of both parcels of land.

BY: [Signature] TRUSTEE
MICHAEL LEE FARRAR, Trustee

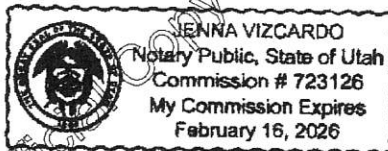
BY: [Signature] Trustee
KARALE ROBYN FARRAR, Trustee

OWNER ACKNOWLEDGEMENT

State of Utah)
)
 :ss
County of Washington)

On the 24 day of October, 2023 personally appeared before me, Michael and Karale Farrar personally appeared THE MICHAEL AND KARALE ROBYN FARRAR FAMILY TRUST DATED SEPTEMBER 27 2019, MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, AS TRUSTEES, of Apple Valley, County of Washington, State of Utah, AS TRUSTEES, and known to me to be authorized owners agents that executed the Quit Claim Deed and acknowledged the Quit Claim Deed to be the free and voluntary act and Quit Claim Deed, by authority of statute, for the uses and purposes therein mentioned, and on oath that they are authorized to execute this Quit Claim Deed and in fact executed the Quit Claim Deed on behalf of the owner(s).

By: [Signature] Residing at: Utah
Notary Public in and for the State of Utah
My Commission Expires:



“EXHIBIT A”**LEGAL DESCRIPTION OF QUIT CLAIM PARCEL**

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°06'54"W ALONG THE QUARTER LINE OF SECTION 9, 121.78 FEET; THENCE N59°16'01"E 542.19 FEET TO THE RIGHT-OF-WAY OF UTAH STATE ROUTE 59; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 577.30 FEET, HAVING A RADIUS OF 14262.60 FEET AND A RADIAL BEARING OF N59°53'18"E, THROUGH A CENTRAL ANGLE OF 02°19'09" (LONG CHORD BEARS: S31°16'17"E 577.26 FEET); THENCE S18°52'10"E 207.26 FEET; THENCE S33°37'04"E 201.38 FEET; THENCE S48°23'28"E 207.09 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 301.05 FEET, HAVING A RADIUS OF 14374.00 FEET AND A RADIAL BEARING OF N55°10'41"E, THROUGH A CENTRAL ANGLE OF 01°12'00" (LONG CHORD BEARS: S35°25'19"E 301.04 FEET); THENCE S31°57'45"E 302.34 FEET; THENCE S44°42'58"E 202.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 1615.61 FEET, HAVING A RADIUS OF 14374.00 FEET AND A RADIAL BEARING OF N51°58'41"E, THROUGH A CENTRAL ANGLE OF 06°26'24" (LONG CHORD BEARS: S41°14'31"E 1614.76 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF A 14374.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT A DISTANCE OF 251.55 FEET, THROUGH A CENTRAL ANGLE OF 01°00'10", (LONG CHORD BEARS: S44°57'48"E 251.55 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY AND RUNNING N89°57'56"W ALONG THE QUARTER SECTION LINE OF SECTION 15, 177.66 FEET TO THE EAST QUARTER (1/4) CORNER OF SECTION 16; THENCE S00°01'11"E ALONG THE QUARTER SECTION LINE OF SECTION 16, 495.85 FEET; THENCE S89°52'17"W 1321.28 FEET; THENCE S00°00'42"W 825.00 FEET; THENCE S89°52'17"W 1321.73 FEET TO THE QUARTER SECTION LINE OF SECTION 16; THENCE N00°02'36"E ALONG SAID LINE, 3960.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 6,969,649 SQUARE FEET OR 160.001 ACRES.

Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
03/26/2021 03:36:43 PM Fee \$40.00 By INFINITY
TITLE

Recording requested by:
Infinity Title Insurance Agency LLC

After Recording Return To:
KARALE FARRAR and MIKE FARRAR
14620 South Highland Home Road
Banning, CA 92220

File Number: 2021-4891
Parcel ID: AV-1366-A-1

Warranty Deed

ACCOMODATION RECORDING ONLY. INFINITY TITLE, A UTAH TITLE INSURANCE AGENCY, MAKES NO REPRESENTATION AS TO CONDITION OF TITLE, OR DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCY OR EFFECTS OF DOCUMENT.

Know All Men By These Presents that

KARALE FARRAR and MIKE FARRAR

(henceforth referred to as "Grantor") of 14620 South Highland Home Road, Banning, CA 92220, for consideration paid, hereby CONVEY(s) and WARRANTS to:

MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR, TRUSTEES OF THE MICHAEL AND KARALE FARRAR FAMILY TRUST, DATED SPETMEMBER 27, 2019

(henceforth referred to as "Grantee") of 14620 South Highland Home Road, Banning, CA 92220, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following tract(s) of land in WASHINGTON County and State of UTAH described as follows:

**All of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 15, Township 43 South, Range 11 West, Salt Lake Base and Meridian, State of Utah.
Less and Excepting any portion of the above described property lying within and North of the bounds of State Highway U-59.**

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2021 and thereafter.

WARRANTY DEED

In Witness Whereof, the said Grantor, hereunto set by hands and seals this 23rd day of March, 2021.

Karale Farrar
KARALE FARRAR

Mike Farrar
MIKE FARRAR

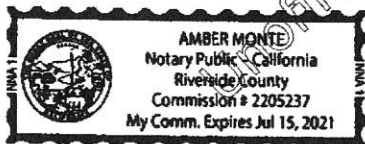
STATE OF California

COUNTY OF Riverside

On this 23rd day of March, 2021, before me Amber Monte, a notary public, personally appeared KARALE FARRAR and MIKE FARRAR, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she they executed the same.

Witness my hand and official seal

Amber Monte
Notary Public



WARRANTY DEED

Warranty Deed Page 1 of 2
Gary Christensen Washington County Recorder
09/20/2021 03:29:02 PM Fee \$40.00 By GT TITLE
SERVICES

MAIL TAX NOTICES TO GRANTEE(S) AT:
(ADDRESS UNASSIGNED)
SANTA CLARA, UT 84765



Property Reference Information:
Tax Parcel No(s): AV-1369-A
Property Address(es) (if any):
(ADDRESS UNASSIGNED), SANTA CLARA, UT 84765

WARRANTY DEED

JAMES L. MARTIN AND RHONDA L. MARTIN AND THE PHILLIP M. JENSEN AND DEBRA R. JENSEN REVOCABLE LIVING TRUST ("Grantor(s)"),

in exchange for good and valuable consideration, hereby conveys and warrant(s) to

MICHAEL LEE FARRAR AND KARALE ROBYN FARRAR AS TRUSTEES OF THE MICHAEL KARALE FARRAR FAMILY TRUST U/A/D SEPTEMBER 27, 2019 ("Grantee(s)")

in fee simple the following described real property located in WASHINGTON County, Utah, together with all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property"):

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 60 RODS; THENCE WEST 80 RODS; THENCE SOUTH 50 RODS; THENCE EAST 80 RODS; MORE OR LESS TO THE POINT OF BEGINNING.

With all the covenants and warranties of title from Grantor(s) in favor of Grantee(s) as are generally included with a conveyance of real property by warranty deed under Utah law, except for, however, the Property is subject to: (a) leases, rights of way, easements, reservations, plat maps, covenants, conditions, and restrictions appearing of record and enforceable in law; (b) zoning and other regulatory laws and ordinances affecting the Property; and (c) real property taxes and assessments for the year 2021 and thereafter.

[Remainder of page intentionally left blank. Signatures appear on the following page.]

Information for reference purposes:

GT Title File No.: **W45275**

Tax Parcel No(s): **AV-1369-A**

Property Address(es) (if any):

(ADDRESS UNASSIGNED), SANTA CLARA, UT 84765

~~Signature Page to Warranty Deed~~

Witness the hand of Grantor(s) this 17 day of **SEPTEMBER, 2021**.



JAMES L. MARTIN

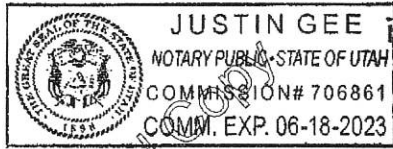



RHONDA L. MARTIN

STATE OF UTAH

COUNTY OF Washington

On this 17 day of **September, 2021**, personally appeared before me **JAMES L. MARTIN and RHONDA L. MARTIN**, the named Grantor(s) of the within instrument, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument. Witness my hand and official seal.





JUSTIN GEE NOTARY PUBLIC
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 706861
COMM. EXP. 06-18-2023



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

Mayor | Michael Farrar |

Council Members | Kevin Sair | Janet Prentice | Annie Spendlove | Scott Taylor |

CALL TO ORDER- Mayor Farrar called the meeting to order at 6: 02 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Michael Farrar

Council Member Kevin Sair

Council Member Janet Prentice

Council Member Annie Spendlove

Council Member Scott Taylor

DECLARATION OF CONFLICTS OF INTEREST

None declared.

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

Mayor Farrar reminded attendees of the town council's meetings rules, emphasizing that these meetings are primarily for council members to discuss and vote on town issues. Public comments are allowed at the beginning, limited to three minutes, and are at the discretion of the mayor or chair.

The mayor noted that several property owners, both large and small, had submitted their applications for agricultural zoning, encouraging others to do so before fees apply. He also mentioned the upcoming July 4th event, including a celebration of life for Debbie Cox, and reminded everyone about the importance of adhering to local fireworks regulations.

Regarding water conservation, the mayor announced a voluntary conservation effort for Cedar Point system, urging residents to conserve water to avoid using a higher radium well. He emphasized that restrictions would be implemented if necessary.

Council members discussed several updates, including the completion of painting and striping at the Gateway entrance and the new parking lot, and the establishment of a mobile office for the water department. The mayor highlighted the relocation of the coffee shop to the Chevron parking lot, with a building inspection pending before opening.

The council addressed the water rate increase, which was necessary to balance the budget and ensure proper maintenance and improvement of the water system. The increase would allow impact fees to be used correctly for system improvements rather than debt payment.

The mayor also mentioned ongoing lawsuits, with optimism about one being dismissed. Council Member Prentice expressed satisfaction with the coffee shop's move, and Council Member Taylor thanked volunteers for cleaning the Cedar Point west entrance.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

Finally, the mayor announced the hiring of a new maintenance person, Richard Nootenboom, who will be cross trained and certified as a water operator to provide additional support to the water system.

PUBLIC COMMENTS: 3 MINUTES EACH - DISCRETION OF MAYOR FARRAR

Mayor Farrar opened public comments.

No public comments.

Mayor Farrar closed public comments.

PUBLIC HEARING

1. Amend Title 5.04.200 Exceptions To The Business License Fee, Ordinance-O-2024-20.

Mayor Farrar opened the public hearing.

No public comments.

Mayor Farrar closed the public hearing.

2. Amend Title 5.09.060 Special Events Fees and 5.09.100 Violation Fees, Ordinance-O-2024-21.

Mayor Farrar opened the hearing.

Mayor Farrar explained the proposed amendment included a \$250 drone license fee for event organizers, requiring drone operators to adhere to state laws, including not flying over private property without permission. Violations would result in a \$1,000 fine per incident. This amendment was prompted by complaints from residents about drones disturbing horses and livestock during events.

Additionally, a non-asphalt road access fee was proposed to address damage caused to roads during events. This fee would be \$1,000 per day of violation, ensuring funds for road repairs.

The proposed amendments aimed to enhance regulation of drone use and road maintenance during events to address residents' concerns and ensure responsible event management.

No public comments.

Mayor Farrar closed the public hearing.

DISCUSSION AND ACTION - NEW BUSINESS

3. Open bids and possibly award contract for Building Inspector Services.

Mayor Farrar explained the current issue with their contract with the building inspector, emphasizing that hourly billing expenses was leading to the town losing money. The previous arrangement involved the inspector taking a percentage of the building permit fees, which had been simpler and more cost-effective. The mayor proposed returning to this percentage-based system.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

The town clerk, Jenna Vizcardo, handed over sealed bids, and the mayor opened them. One bid from Layton Ventures and one bid from Shums Coda Associates both proposed a rate of 60%, slightly cheaper than the previous 70% rate but still within the increased building permit fees. It was noted that bidder, Kyle Layton with Layton Adventures, had withdrawn his bid due to accepting another job offer.

The council discussed the bids, noting that both met the town's requirements. With the withdrawal, the decision was simplified, and Shums Coda Associates was chosen as the new building inspector. The council acknowledged the need to officially vote on accepting the proposal and then work out the contract details. Council members agreed that the new arrangement would help ensure the town does not lose money on building permits and would reduce the administrative burden on town staff.

Motion: Council Member Sair motioned that we accept Shums Coda's bid proposal to be a building inspector.

Motion made by Council Member Sair, Seconded by Council Member Spendlove.

Voting Yea: Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

4. Resolution-R-2024-24, Appointing Events Committee Members.

The mayor explained the committee was expanded from five to seven members due to additional interest.

The mayor and council members expressed their gratitude to the new appointees. They briefly discussed logistical details for the upcoming ice cream socials, including the placement of a freezer in the park for easy access. Council members noted the importance of these events in bringing the community together.

Motion: Council Member Spendlove motioned that we approve Resolution-R-2024-24, appointing Events Committee members, Linda Noyes, Delila Russon, Shay Russon, Rae Robertson, Maree VanDerzee, Dianne Hope, and Lisa Farr.

Motion made by Council Member Spendlove, Seconded by Council Member Sair.

Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

5. Amend Title 5.04.200 Exceptions To The Business License Fee, Ordinance-O-2024-20.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

Mayor Farrar discussed removing the clause that exempted owners of buildings with two or fewer rental units from needing a business license. This change aimed to standardize the business license requirements for all property owners.

Motion: Council Member Sair motioned to amend Title 5.04.200 Exceptions To The Business License Fee, Ordinance-O-2024-20.

Motion made by Council Member Sair, Seconded by Council Member Spendlove.

Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

6. Amend Title 5.09.060 Special Events Fees and 5.09.100 Violation Fees, Ordinance-O-2024-21.

The mayor reiterated the previously mentioned issues regarding drones and dirt road dust, confirming that fees were raised for events. It was noted that the fee increases had already been voted on in a previous meeting. The council expressed support for the changes.

Motion: Council Member Taylor moved that we amend Title 5.09.060 Special Events Fees and 5.09.100 Violation Fees, Ordinance-O-2024-21.

Motion made by Council Member Taylor, Seconded by Council Member Sair.

Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

7. Resolution-R-2024-21, Amend Section II Procurement Processes of the Apple Valley Policies & Procedures.

The mayor explained that the changes involved removing references to newspapers from the policy. The town clerk noted that the state code had finally aligned with this update, making the change necessary and eliminating an unnecessary expense.

Motion: Council Member Taylor moved that we accept Resolution-R-2024-21 amend Section II Procurement Processes of the Apple Valley Policies & Procedures.

Motion made by Council Member Taylor, Seconded by Council Member Sair.

Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

The vote was unanimous and the motion carried.

8. Resolution-R-2024-22, Amendment to Public Body Meeting Policy and Procedures.

The council addressed item number eight, resolution R-2024-22, which proposed amendments to the public body meeting policies and procedures. The amendment involved removing references to newspapers.

Motion: Council Member Prentice moved to approve Resolution-R-2024-22 amendment to Public Body Meeting Policy and Procedures.

Motion made by Council Member Prentice, Seconded by Council Member Sair.

Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

9. Resolution-R-2024-23, Adoption of the Tentative Fiscal Budget for the Fiscal Year 2025.

*Public Hearing will be set for June 26, 2024.

The council addressed item number nine, Resolution R-2024-23, regarding the adoption of the tentative fiscal budget for the year 2025. The official public hearing for the budget will be set for June 26, 2024.

Discussion included:

- Acknowledgment of the upcoming public hearing.
- Concerns about the Gateway project and its long-term timeline.
- Specific details about budget allocations, including property taxes, impact fees, and capital projects.
- The ability to adjust the budget even after its adoption.
- Mention of maintenance and potential upgrades for town vehicles and equipment.
- Future projects, such as road maintenance and improvements to the cemetery, dependent on incoming impact fees.
- The importance of maintaining a balanced budget for the town.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

Motion: Council Member Taylor moved that we approve Resolution-R-2024-23, Adoption of the Tentative Fiscal Budget for the Fiscal Year 2025 with a note of public hearing will be set for June 26, 2024.

Motion made by Council Member Taylor, Seconded by Council Member Sair.
Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

10. Approval for Michael L. Farrar to have a credit card and/or debit card with State Bank of Southern Utah.

The council discussed the approval for Michael Farrar to have a credit or debit card with the State Bank of Southern Utah.

Motion: Council Member Prentice motioned to approve Michael Farrar to have a credit or debit card with the State Bank of Southern Utah.

Motion made by Council Member Prentice, Seconded by Council Member Sair.
Voting Yea Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

DISCUSSION AND ACTION - PLANNING COMMISSION BUSINESS

11. Recommendation of Approval to Amend Title 10.02.070 Site Plan Required, Ordinance-O-2024-18.
*Planning Commission recommended approval on May 1, 2024.

The council discussed amending Title 10.0 2.070 regarding site plan requirements. The Planning Commission recommended approval on May 1, 2024. These amendments include requirements that were previously informally required but are now being officially added to the ordinance. The changes mainly relate to information needed for preliminary plans, such as details about roadways and fire hydrants. Council Member Prentice noted the importance of these amendments, citing past issues with incomplete site plans. Mayor Farrar mentioned the Chief's role in suggesting these changes and emphasized the need for thoroughness in reviewing site plans. The council was in favor of the amendments.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

Motion: Council Member Prentice moved to approve the PC recommendation on 5/1/2024, to amend Title 10.02.070 Site Plan Requirement, Ordinance-O-2024-18.

Motion made by Council Member Prentice, Seconded by Council Member Sair.
Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

12. Amend Title 10.14.020 Short Term Vacation Rental Rules and Regulations, Ordinance-O-2024-19.

*Planning Commission recommended approval on May 1, 2024.

The council discussed amending Title 10.14.020 regarding short-term vacation rental rules and regulations. The Planning Commission recommended approval on May 1, 2024. These changes were made in response to new state laws scheduled to take effect on May 1. The amendments include requiring a sales and use tax license from the state tax commission for short-term rental operations, and prohibiting rentals of one-bedroom units to more than two additional people per bedroom, with a maximum occupancy of 10 people per home. The fine for non-compliance was also increased from \$750 to \$1000 to align with the new fee schedule. Mayor Farrar emphasized the importance of these changes in maintaining the safety and integrity of short-term vacation rentals.

Motion: Council Member Sair motioned to amend Title 10.14.020 Short Term Vacation Rental Rules and Regulations, Ordinance-O-2024-19.

Motion made by Council Member Sair, Seconded by Council Member Prentice.
Voting Yea (Roll Call): Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

CONSENT AGENDA

13. Disbursement Listing for April 2024.
14. Budget Report for Fiscal Year 2024 through May 13, 2024.
15. Approval of Minutes: April 4, 2024.
16. Approval of Minutes: April 9, 2024 (Work Session).
17. Approval of Minutes: April 9, 2024.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

18. Approval of Minutes: April 24, 2024.

The council reviewed the consent agenda items, including the disbursement listing, budget reports, and approval of minutes from previous meetings.

The budget report showed that the town is at 91.67% of the fiscal year, with income slightly short at 6.94%. Expenditures were generally in line, with Admin at 87.06% and Fire at 1.73% of the budget. Mayor Farrar noted that any leftover funds from departments would be carried over to the next year, rather than spent unnecessarily. The disbursement listing included a refund to a coffee shop due to a court case, and expenses related to drain work and heavy equipment operations. The council also discussed the challenges of moving heavy equipment on highways and expressed appreciation for a new trailer that is being borrowed from the District's water operator to transport equipment safely.

Motion: Council Member Sair motioned to approve the Disbursement Listing for April 2024, Budget Report for Fiscal Year 2024 through May 13, 2024, Approval of Minutes from April 4, 2024, Approval of Minutes from April 9, 2024 (Work Session), Approval of Minutes from April 9, 2024, and Approval of Minutes from April 24, 2024 for the town council meeting here.

Motion made by Council Member Sair, Seconded by Council Member Prentice.

Voting Yea: Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

REQUEST FOR A CLOSED SESSION: IF NECESSARY

No request.

ADJOURNMENT

Motion: Council Member Prentice motioned to

Motion made by Council Member Prentice, Seconded by Council Member Spendlove.

Voting Yea: Mayor Farrar, Council Member Sair, Council Member Prentice, Council Member Spendlove, Council Member Taylor

The vote was unanimous and the motion carried.

The meeting was adjourned at 6:56 p.m.



TOWN COUNCIL MEETING AND HEARING

1777 N Meadowlark Dr, Apple Valley
Wednesday, May 22, 2024 at 6:00 PM

MINUTES

Date Approved: _____

Approved BY: _____
Mayor | Michael L. Farrar

Attest BY: _____
Town Clerk/Recorder | Jenna Vizcardo

DRAFT

**Town of Apple Valley
Disbursement Listing
SBSU Operating - 05/01/2024 to 05/31/2024**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Payroll	0503241200	05/03/2024	\$7,244.51			Paycheck
Payroll	0517241200	05/17/2024	\$5,600.55			Paycheck
Payroll	0531241200	05/31/2024	\$5,842.28			Paycheck
Fralish, Lee W	5783	05/03/2024	\$46.17			Paycheck
Uribe, Brenda A	5784	05/03/2024	\$80.35			Paycheck
Blackburn Propane Inc.	5786	05/02/2024	\$448.20			Purchasing
Haix	5787	05/02/2024	\$370.06			Purchasing
James R Weeks	5788	05/02/2024	\$487.50			Purchasing
Kinetic Enterprises LLC	5789	05/02/2024	\$2,995.00			Purchasing
Michael Farrar, CPA	5790	05/02/2024	\$1,912.50			Purchasing
Revco Leasing	5791	05/02/2024	\$302.51			Purchasing
Sunrise Engineering Inc.	5792	05/02/2024	\$881.00			Purchasing
American Electrical Systems Inc.	5793	05/08/2024	\$730.50			Purchasing
Buck's Ace Hardware	5794	05/08/2024	\$25.58			Purchasing
Interstate Rock Products Inc.	5795	05/08/2024	\$4,733.96			Purchasing
Republic Services	5796	05/08/2024	\$635.11			Purchasing
Scholzen Products	5797	05/08/2024	\$787.34			Purchasing
South Central Communications	5798	05/08/2024	\$449.88			Purchasing
Amazon Capital Services	5799	05/08/2024	\$1,013.62			Purchasing
FirePro	5800	05/08/2024	\$205.00			Purchasing
Red Desert Detail	5801	05/08/2024	\$112.50			Purchasing
Utah Sell Now, LLC (Mark Stubler)	5802	05/09/2024	\$113.38			Purchasing
Richards, Christopher and Tamara	5803	05/09/2024	\$200.00			Purchasing
Gannett Nevada-Utah LocalIQ	5804	05/09/2024	\$33.80			Purchasing
Gannett Nevada-Utah LocalIQ	5804	05/09/2024		05/09/2024	\$35.15	Purchasing
Big Plains Water SSD	5805	05/13/2024	\$47,831.78			Purchasing
Ready to Ride	5806	05/21/2024	\$350.22			Purchasing
Shums Coda	5807	05/21/2024	\$2,585.00			Purchasing
Washington County Solid Waste	5808	05/21/2024	\$5,246.85			Purchasing
Timeless Awards Company	5809	05/28/2024	\$9.99			Purchasing
Fralish, Lee W	5810	05/31/2024	\$46.17			Paycheck
Birch Systems	5811	05/29/2024	\$2,130.00			Purchasing
Birch Systems	5812	05/29/2024	\$520.00			Purchasing
Sunrise Engineering Inc.	5813	05/30/2024	\$682.50			Purchasing
Chase Paymentech	C05032024	05/03/2024	\$300.56			Purchasing
Internal Revenue Service	EFTPS0531202	05/31/2024	\$1,250.38			Payroll
Internal Revenue Service	EFTPS5172024	05/17/2024	\$1,191.84			Payroll
Internal Revenue Service	EFTPS532024	05/03/2024	\$1,468.79			Payroll
Google LLC	G05012024	05/02/2024	\$391.68			Purchasing
Hurricane Auto Repair	HAR5242024	05/24/2024	\$76.06			Purchasing
Rocky Mountain Power	RMP05152024	05/15/2024	\$258.82			Purchasing
Superior Technical Solutions LLC	STS05022024	05/02/2024	\$697.08			Purchasing
Utah Retirement Systems	URS05312024	05/31/2024	\$1,142.47			Payroll
Utah Retirement Systems	URS5172024	05/17/2024	\$1,142.05			Payroll
Utah Retirement Systems	URS532024	05/03/2024	\$1,173.89			Payroll
USPS	USPS05162024	05/16/2024	\$204.00			Purchasing
XPress Bill Pay	XBP05072024	05/07/2024	\$310.61			Purchasing
Zoom Video Communications Inc.	Z05202024	05/20/2024	\$15.99			Purchasing
			\$104,278.03		\$35.15	

**Town of Apple Valley
Disbursement Listing
SBSU Fire - 05/01/2024 to 05/31/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
Auto Zone	AZ05162024	05/16/2024	\$15.47			Purchasing
Buck's Ace Hardware	BA05312024	05/31/2024	\$0.00			Purchasing
Buck's Ace Hardware	BA5172024	05/17/2024	\$39.87			Purchasing
Basic American Supply	BAS5032024	05/03/2024	\$102.05			Purchasing
Carquest of Hildale	CQH05222024	05/22/2024	\$10.24			Purchasing
Buck's Ace Hardware	HD05212024	05/21/2024	\$53.99			Purchasing
Home Depot	HD05212024	05/21/2024	\$308.46			Purchasing
Little Creek Station	LCS5282024	05/28/2024	\$17.88			Purchasing
O'Reilly Auto Parts	OAP5032024	05/03/2024	\$251.86			Purchasing
Red Dirt Car Wash	RD5312024	05/31/2024	\$9.75			Purchasing
Red Dirt Car Wash	RDCW5032024	05/03/2024	\$12.25			Purchasing
Siddons Martin Emergency Group	SMEG0515202	05/15/2024	\$785.00			Purchasing
Siddons Martin Emergency Group	SMEG5102024	05/10/2024	\$575.00			Purchasing
Siddons Martin Emergency Group	SMEG5152024	05/15/2024	\$1,047.02			Purchasing
Walmart	W05132024	05/13/2024	\$45.73			Purchasing
			\$3,274.57		\$0.00	

Town of Apple Valley
Operational Budget Report
10 General Fund - 05/01/2024 to 05/31/2024
91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Taxes					
3110 General Property Taxes-Current	2,694.04	2,005.65	2,005.65	136,661.00	1.47%
3120 Prior Year's Taxes-Delinquent	0.00	0.00	0.00	8,000.00	0.00%
3130 General Sales and Use Taxes	20,124.30	16,400.45	16,400.45	196,000.00	8.37%
3140 Energy and Communication Taxes	3,916.07	3,422.26	3,422.26	45,700.00	7.49%
3150 RAP Tax	1,365.58	1,553.47	1,553.47	18,500.00	8.40%
3160 Transient Taxes	2,841.75	2,650.72	2,650.72	18,000.00	14.73%
3170 Fee in Lieu of Personal Property Taxes	0.00	0.00	0.00	8,400.00	0.00%
3180 Fuel Tax Refund	111.15	0.00	0.00	1,000.00	0.00%
3190 Highway/Transit Tax	1,883.99	1,541.72	1,541.72	17,100.00	9.02%
Total Taxes	32,936.88	27,574.27	27,574.27	449,361.00	6.14%
Licenses and permits					
3210 Business Licenses	(487.50)	1,600.00	1,600.00	9,500.00	16.84%
3221 Building Permits-Fee	2,213.41	7,948.39	7,948.39	45,000.00	17.66%
3222 Building Permits-Non Surcharge	253.11	1,987.10	1,987.10	6,750.00	29.44%
3224 Building Permits Surcharge	1.41	11.92	11.92	450.00	2.65%
3225 Animal Licenses	0.00	0.00	0.00	800.00	0.00%
Total Licenses and permits	1,980.43	11,547.41	11,547.41	62,500.00	18.48%
Intergovernmental revenue					
3342 Fire Dept-State Wildland Grant	0.00	0.00	0.00	10,000.00	0.00%
3356 Class "C" Road Allotment	20,150.67	21,043.05	21,043.05	137,000.00	15.36%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
Total Intergovernmental revenue	20,150.67	21,043.05	21,043.05	148,100.00	14.21%
Charges for services					
3230 Special Event Permit	0.00	0.00	0.00	4,500.00	0.00%
3410 Clerical Services	47.02	25.78	25.78	400.00	6.45%
3416 Other Interdepartmental Charges	0.00	0.00	0.00	44,203.00	0.00%
3420 Fire Department Contracts	0.00	0.00	0.00	6,000.00	0.00%
3431 Zoning and Subdivision Fees	2,700.00	265.50	265.50	20,000.00	1.33%
3440 Solid Waste	4,974.53	5,259.15	5,259.15	61,000.00	8.62%
3441 Storm Drainage	4,065.65	4,205.98	4,205.98	49,000.00	8.58%
3461 GRAMA Requests	38.50	0.00	0.00	500.00	0.00%
3470 Park and Recreation Fees	0.00	0.00	0.00	100.00	0.00%
3481 Sale of Cemetery Lots	0.00	0.00	0.00	310,500.00	0.00%
3482 Cemetery Perpetual Care	0.00	0.00	0.00	129,300.00	0.00%
3615 Late Charges/Other Fees	136.89	269.37	269.37	2,500.00	10.77%
Total Charges for services	11,962.59	10,025.78	10,025.78	628,003.00	1.60%
Fines and forfeitures					
3510 Fines	0.00	363.12	363.12	5,000.00	7.26%
Total Fines and forfeitures	0.00	363.12	363.12	5,000.00	7.26%
Interest					
3610 Interest Earnings	3,203.34	5,259.93	5,259.93	42,200.00	12.46%
Total Interest	3,203.34	5,259.93	5,259.93	42,200.00	12.46%
Miscellaneous revenue					
3690 Sundry Revenue	1,350.48	899.27	899.27	5,000.00	17.99%
3692 Fire Department Fundraisers/Donations	0.00	0.00	0.00	6,500.00	0.00%
3697 Park Department Fundraisers	0.00	0.00	0.00	800.00	0.00%
3801.1 Impact fees - Fire	0.00	5,192.00	5,192.00	6,800.00	76.35%
3801.3 Impact fees - Roadways	0.00	5,320.00	5,320.00	24,600.00	21.63%
3801.6 Impact fees - Storm Water	0.00	7,935.92	7,935.92	31,000.00	25.60%
3801.7 Impact fees - Parks, Trails, OS	0.00	2,175.00	2,175.00	6,600.00	32.95%
Total Miscellaneous revenue	1,350.48	21,522.19	21,522.19	81,300.00	26.47%
Total Revenue:	71,584.39	97,335.75	97,335.75	1,416,464.00	6.87%
Expenditures:					
General government					
Council					
4111.110 Council/PC Salaries and Wages	1,600.00	976.00	976.00	21,000.00	4.65%
4111.130 Council/PC Employee benefits	122.42	74.68	74.68	2,400.00	3.11%
4111.210 Council/PC Travel Reimbursement	0.00	0.00	0.00	1,500.00	0.00%
4111.220 Council/PC Training	0.00	0.00	0.00	1,500.00	0.00%
4111.610 Council Donations and Discretionary Spending	0.00	0.00	0.00	500.00	0.00%

Town of Apple Valley
Operational Budget Report
10 General Fund - 05/01/2024 to 05/31/2024
91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Total Council	1,722.42	1,050.68	1,050.68	26,900.00	3.91%
Administrative					
4141.110 Admin Salaries and Wages	9,201.43	7,455.44	7,455.44	99,000.00	7.53%
4141.130 Admin Employee Benefits	6,174.37	1,301.08	1,301.08	17,100.00	7.61%
4141.140 Admin Employee Retirement - GASB 68	1,009.42	906.68	906.68	7,000.00	12.95%
4141.210 Admin Dues, Subs & Memberships	0.00	800.00	800.00	5,500.00	14.55%
4141.220 Admin Public Notices	0.00	0.00	0.00	100.00	0.00%
4141.230 Admin Training	0.00	0.00	0.00	1,500.00	0.00%
4141.240 Admin Office/Administrative Expense	809.09	1,476.87	1,476.87	8,000.00	18.46%
4141.250 Admin Equipment Expenses	1,744.40	1,391.27	1,391.27	10,000.00	13.91%
4141.260 Admin Building & Ground Maintenance	787.01	3,662.01	3,662.01	4,500.00	81.38%
4141.270 Admin Utilities	629.34	707.02	707.02	7,600.00	9.30%
4141.280 Admin Telephone and Internet	441.77	449.88	449.88	8,100.00	5.55%
4141.290 Admin Postage	315.00	0.00	0.00	3,700.00	0.00%
4141.320 Admin Engineering Fees	596.50	202.50	202.50	3,500.00	5.79%
4141.330 Admin Legal Fees	3,591.25	775.00	775.00	50,000.00	1.55%
4141.340 Admin Accounting & Auditing	0.00	1,050.00	1,050.00	29,400.00	3.57%
4141.350 Admin Building/Zoning/Planning Fees	7,855.17	3,065.00	3,065.00	30,000.00	10.22%
4141.390 Admin Bank Service Charges	0.00	0.00	0.00	200.00	0.00%
4141.410 Admin Insurance	2,250.35	0.00	0.00	16,000.00	0.00%
4141.490 Admin Travel Reimbursements	142.60	102.18	102.18	1,500.00	6.81%
4141.500 Admin Weed Abatement	0.00	0.00	0.00	1,500.00	0.00%
4141.610 Bad Debt Expense	10.92	0.00	0.00	250.00	0.00%
4170 Elections	0.00	0.00	0.00	1,500.00	0.00%
Total Administrative	35,558.62	23,344.93	23,344.93	305,950.00	7.63%
Total General government	37,281.04	24,395.61	24,395.61	332,850.00	7.33%
Public safety					
Police					
4210.110 Police Salaries & Wages/Contract	0.00	0.00	0.00	15,000.00	0.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
Total Police	0.00	0.00	0.00	15,100.00	0.00%
Fire					
4220.110 Fire Salaries & Wages	3,760.94	3,830.37	3,830.37	67,200.00	5.70%
4220.130 Fire Employee Benefits	(4,815.21)	293.02	293.02	13,600.00	2.15%
4220.135 Fire Employee Retirement - GASB 68	5,663.91	638.53	638.53	8,100.00	7.88%
4220.140 Fire Contract Wages	0.00	0.00	0.00	4,500.00	0.00%
4220.145 Fire Contract Benefits	0.00	0.00	0.00	525.00	0.00%
4220.150 Fire Contract Expense	0.00	0.00	0.00	1,500.00	0.00%
4220.210 Fire Dues, Subscriptions & Memberships	(1,022.11)	0.00	0.00	600.00	0.00%
4220.230 Fire Travel, Mileage & Cell	50.00	50.00	50.00	600.00	8.33%
4220.240 Fire Office & Other Expenses	323.69	45.73	45.73	500.00	9.15%
4220.250 Fire Equipment Maintenance & Repairs	282.10	1,506.39	1,506.39	11,000.00	13.69%
4220.360 Fire Training	488.76	0.00	0.00	13,100.00	0.00%
4220.450 Fire Small Equip/Supplies	236.46	1,147.45	1,147.45	15,000.00	7.65%
4220.460 Fire Supplies-Fundraisers	0.00	0.00	0.00	500.00	0.00%
4220.465 Fire Gear	3,873.27	575.00	575.00	15,000.00	3.83%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	489.08	0.00	0.00	4,000.00	0.00%
Total Fire	9,330.89	8,086.49	8,086.49	170,725.00	4.74%
Total Public safety	9,330.89	8,086.49	8,086.49	185,825.00	4.35%
Highways and public improvements					
Highways					
4410.110 Road Wages and Contract Labor	302.50	100.00	100.00	15,200.00	0.66%
4410.130 Road Employee Benefits	23.14	7.65	7.65	1,750.00	0.44%
4410.270 Road Flood Damage	0.00	0.00	0.00	2,000.00	0.00%
4410.380 Road Department Services	0.00	0.00	0.00	2,500.00	0.00%
4410.450 Road Department Supplies	32.94	0.00	0.00	45,000.00	0.00%
4410.550 Road Equipment Maintenance	9.77	0.00	0.00	2,500.00	0.00%
4410.560 Road Equipment Fuel	0.00	0.00	0.00	5,000.00	0.00%
4410.810 Road Principal	0.00	0.00	0.00	35,000.00	0.00%
4410.820 Road Interest	0.00	0.00	0.00	28,150.00	0.00%
4415.110 Public Works Wages and Contract Labor	2,833.13	802.00	802.00	30,300.00	2.65%
4415.130 Public Works Employee Benefits	216.75	61.36	61.36	9,400.00	0.65%
4415.140 Public Works Employee Retirement - GASB 68	0.00	0.00	0.00	8,100.00	0.00%

Town of Apple Valley
Operational Budget Report
10 General Fund - 05/01/2024 to 05/31/2024
91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4415.450 Public Works Supplies	513.98	85.46	85.46	6,000.00	1.42%
4415.550 Public Works Equipment Maintenance	966.55	655.28	655.28	3,000.00	21.84%
4415.560 Public Works Equipment Fuel	226.32	0.00	0.00	2,000.00	0.00%
4415.570 Public Works Travel, Mileage, Cell	402.63	0.00	0.00	500.00	0.00%
4415.610 Public Works Storm Drainage	0.00	0.00	0.00	5,000.00	0.00%
4415.740 Public Works Capital Outlay	0.00	0.00	0.00	9,000.00	0.00%
Total Highways	5,527.71	1,711.75	1,711.75	210,400.00	0.81%
Sanitation					
4420.460 Solid Waste Service	5,016.53	0.00	0.00	60,000.00	0.00%
Total Sanitation	5,016.53	0.00	0.00	60,000.00	0.00%
Total Highways and public improvements	10,544.24	1,711.75	1,711.75	270,400.00	0.63%
Parks, recreation, and public property					
Parks					
4540.110 Park/Rec Wages and Contract Labor	460.00	99.00	99.00	5,100.00	1.94%
4540.130 Park/Rec Employee Benefits	35.19	7.57	7.57	600.00	1.26%
4540.250 Park/Rec Department Expenses	121.00	44.12	44.12	1,000.00	4.41%
4540.460 Park/Rec Community Events Supplies	0.00	0.00	0.00	4,000.00	0.00%
Total Parks	616.19	150.69	150.69	10,700.00	1.41%
Total Parks, recreation, and public property	616.19	150.69	150.69	10,700.00	1.41%
Transfers					
4804 Transfer to Fund Balance	0.00	0.00	0.00	92,889.00	0.00%
4805 Transfer to Capital Projects	0.00	0.00	0.00	265,000.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	6,800.00	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	24,600.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	31,000.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,600.00	0.00%
4812 Transfer to Assigned Balance - Perpetual Care	0.00	0.00	0.00	129,300.00	0.00%
4813 Transfer to Assigned Balance - Cemetery Funds	0.00	0.00	0.00	60,500.00	0.00%
Total Transfers	0.00	0.00	0.00	616,689.00	0.00%
Total Expenditures:	57,772.36	34,344.54	34,344.54	1,416,464.00	2.42%
Total Change In Net Position	13,812.03	62,991.21	62,991.21	0.00	0.00%

Town of Apple Valley
Operational Budget Report
41 Capital Projects Fund - 05/01/2024 to 05/31/2024
91.67% of the fiscal year has expired

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
3340 Grant Revenues	0.00	0.00	0.00	3,320,000.00	0.00%
3341 Grant Revenues-Fire	0.00	0.00	0.00	410,000.00	0.00%
Total Intergovernmental revenue	0.00	0.00	0.00	3,730,000.00	0.00%
Contributions and transfers					
3810 Transfer from General fund	0.00	0.00	0.00	540,000.00	0.00%
Total Contributions and transfers	0.00	0.00	0.00	540,000.00	0.00%
Total Revenue:	0.00	0.00	0.00	4,270,000.00	0.00%
Expenditures:					
Public safety					
Fire					
4220.740 Fire Capital Outlay	0.00	0.00	0.00	450,000.00	0.00%
Total Fire	0.00	0.00	0.00	450,000.00	0.00%
Total Public safety	0.00	0.00	0.00	450,000.00	0.00%
Highways and public improvements					
Highways					
4410.740 Road Capital Outlay	0.00	0.00	0.00	1,050,000.00	0.00%
4415.740 Public Works Capital Outlay	0.00	0.00	0.00	2,520,000.00	0.00%
Total Highways	0.00	0.00	0.00	3,570,000.00	0.00%
Total Highways and public improvements	0.00	0.00	0.00	3,570,000.00	0.00%
Parks, recreation, and public property					
Cemetery					
4590.470 Cemetery Capital Outlay	0.00	0.00	0.00	250,000.00	0.00%
Total Cemetery	0.00	0.00	0.00	250,000.00	0.00%
Total Parks, recreation, and public property	0.00	0.00	0.00	250,000.00	0.00%
Total Expenditures:	0.00	0.00	0.00	4,270,000.00	0.00%
Total Change In Net Position	0.00	0.00	0.00	0.00	0.00%