



## **AGENDA**

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Wednesday, December 20, 2023**, commencing at **6:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

**Mayor** | Frank Lindhardt |

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

Please be advised that the meeting will be held electronically and broadcast via Zoom. Persons allowed to comment during the meeting may do so via Zoom. Login to the meeting by visiting:

<https://us02web.zoom.us/j/87607542551>

if the meeting requests a password use 1234

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

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **PRAYER**

### **ROLL CALL**

### **DECLARATION OF CONFLICTS OF INTEREST**

### **MAYOR'S TOWN UPDATE**

- [1.](#) Public Notice of Vacancy - Big Plains Water Special Service District.
- [2.](#) Adopting Title 2.09 Office Of The Mayor scheduled for January 2, 2024.

### **REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS**

### **PUBLIC COMMENTS**

### **DISCUSSION AND ACTION**

- [3.](#) Consider Approval of Dispatch Contract.
- [4.](#) Consider Approval of Amending Title 10.10.070 Open Space Zone, Ordinance-O-2023-36.  
\*Planning Commission recommended approval on 12/6/2023.
- [5.](#) Consider Approval of Amending Title 10.10.080 Open Space Transition Zone, Ordinance-O-2023-37.  
\*Planning Commission recommended approval on 12/6/2023.

### **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.

- [6.](#) Disbursement Listing for November 2023.
- [7.](#) Budget Report for Fiscal Year 2023 through November 2023.

### **APPROVAL OF MINUTES**

- [8.](#) Minutes: November 29, 2023.

### **REQUEST FOR A CLOSED SESSION**

### **ADJOURNMENT**

CERTIFICATE OF POSTING: I, Jenna Vizcardo, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this Agenda was posted at the Apple Valley Town Hall, the Utah Public Meeting Notice website <http://pmn.utah.gov>, and the Town Website [www.applevalleyut.gov](http://www.applevalleyut.gov).

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

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

## **BIG PLAINS WATER SPECIAL SERVICE DISTRICT**

### **PUBLIC NOTICE OF VACANCY – BIG PLAINS WATER SPECIAL SERVICE DISTRICT**

Public Notice is hereby given that seats on the Board will be vacant beginning on January 1, 2024. The term of the appointment is 4 years.

Interested individuals may submit their resume, application, and letter of intent to the Town Office 1777 N. Meadowlark Dr. Apple Valley, Utah 84737 by mail; or to the Town Clerk by email at [clerk@applevalleyut.gov](mailto:clerk@applevalleyut.gov). Applications are available on the website at [applevalleyut.gov](http://applevalleyut.gov). The deadline for submission is the 4<sup>th</sup> day of January, 2024 by 3:00 p.m.

Interested individuals must be qualified and validated by the Town Recorder.

Qualifications are:

You must be a US citizen.

You must be a registered voter of the Town of Apple Valley.

You must be a resident of the Town of Apple Valley or a resident of a recently annexed area for a period of 365 consecutive days immediately preceding the date of the election.

CERTIFICATE OF POSTING I, Jenna Vizcardo, as duly appointed Clerk for the Town of Apple Valley, hereby certify that copies of the notice of vacancy were posted at the Apple Valley Town Office, the Utah Public Meeting Notice website, <http://pmn.utah.gov>, the Town website [www.applevalleyut.gov](http://www.applevalleyut.gov), and the town mailboxes on the 11<sup>th</sup> day of December, 2023.

Dated this 11th day of December, 2023

Jenna Vizcardo, Clerk

Town of Apple Valley

**Effective 5/3/2023****17B-1-304 Appointment procedures for appointed members -- Notice of vacancy.**

- (1) The appointing authority may, by resolution, appoint persons to serve as members of a special district board by following the procedures established by this section.
- (2)
  - (a) In any calendar year when appointment of a new special district board member is required, the appointing authority shall prepare a notice of vacancy that contains:
    - (i) the positions that are vacant that shall be filled by appointment;
    - (ii) the qualifications required to be appointed to those positions;
    - (iii) the procedures for appointment that the governing body will follow in making those appointments; and
    - (iv) the person to be contacted and any deadlines that a person shall meet who wishes to be considered for appointment to those positions.
  - (b) The appointing authority shall publish the notice of vacancy for the special district, as a class A notice under Section 63G-30-102, for at least one month before the deadline for accepting nominees for appointment.
  - (c) The appointing authority may bill the special district for the cost of preparing, printing, and publishing the notice.
- (3)
  - (a) After the appointing authority is notified of a vacancy and has satisfied the requirements described in Subsection (2), the appointing authority shall select a person to fill the vacancy from the applicants who meet the qualifications established by law.
  - (b) The appointing authority shall:
    - (i) comply with Title 52, Chapter 4, Open and Public Meetings Act, in making the appointment;
    - (ii) allow any interested persons to be heard; and
    - (iii) adopt a resolution appointing a person to the special district board.
  - (c) If no candidate for appointment to fill the vacancy receives a majority vote of the appointing authority, the appointing authority shall select the appointee from the two top candidates by lot.
- (4) Persons appointed to serve as members of the special district board serve four-year terms, but may be removed for cause at any time after a hearing by two-thirds vote of the appointing body.
- (5)
  - (a) At the end of each board member's term, the position is considered vacant, and, after following the appointment procedures established in this section, the appointing authority may either reappoint the incumbent board member or appoint a new member.
  - (b) Notwithstanding Subsection (5)(a), a board member may continue to serve until a successor is elected or appointed and qualified in accordance with Subsection 17B-1-303(2)(b).
- (6) Notwithstanding any other provision of this section, if the appointing authority appoints one of its own members and that member meets all applicable statutory board member qualifications, the appointing authority need not comply with Subsection (2) or (3).

Amended by Chapter 15, 2023 General Session  
Amended by Chapter 435, 2023 General Session

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BY AND BETWEEN  
THE TOWN OF COLORADO CITY, ARIZONA AND TOWN OF APPLE VALLEY,  
UTAH  
FOR 9-1-1 and DISPATCH SERVICES**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT** (“Agreement” or “IGA”) is entered into by and between Town of Colorado City, Arizona (“Town”) and Apple Valley, Utah (“City”) and is as follows:

**WHEREAS**, Town and City (collectively “Parties” individually “Party”) are mutually interested in providing cost effective public services; and

**WHEREAS**, pursuant to A.R.S. §9-240 & A.R.S. §11-952, Town, as an Arizona town, is given authority to enter into contracts or agreements of joint exercise of power with any other public agency; and

**WHEREAS**, pursuant to Utah Code Ann. S 11-13-201 & 11-13-202 (1953 as amended), City, as a Utah city, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act; and

**WHEREAS**, Town staffs and operates a 9-1-1 communications center with the equipment and manpower necessary to adequately provide such services within the geographical limits of both Town and City; and

**WHEREAS**, City and Town are located in the same geographic area and could make the most efficient use of their powers by cooperating with one another on a basis of mutual advantage thereby to provide dispatch services in a manner that will accord best with geographic, economic, and population factors influencing the needs and development of both communities and providing the benefit of economy of scale for the overall promotion of the general welfare and safety of both communities; and

**WHEREAS**, City and Town desire to operate under an intergovernmental cooperative

**Commented [VB1]:** Rob I put this back in with a minor change as terminality between AZ & UT became somewhat of an issue with our reviews before. And we will need to have our legal as well as AMRRP review prior to adoption.

agreement, also known as an intergovernmental agreement, and continued cooperation and mutual operation would be advantageous for both Parties, with certain adjustments to address issues under Arizona and Utah law.

**WHEREAS**, the Parties also recognized that this Agreement must satisfy the requirements of the Utah Interlocal Cooperation Act (“ICA”) found in Utah Code Ann. § 11-13-101 *et seq.*; and

**NOW, THEREFORE, TOWN AND CITY AGREE AS FOLLOWS:**

**1. TERM**

- a. The term of this Agreement will be from the \_\_\_ day of \_\_\_\_\_, 2024, until one of the Parties to this IGA provides the other Party with a written Notice to Terminate this Agreement at least twelve (12) months prior to the desired termination of the IGA. Upon termination of this Agreement, any property that is owned by either Party used pursuant to this Agreement shall remain with or be returned to the owner of the property. If the Parties agree, rather than reverting the property to the Party owning the property, the Party owning the property may accept a payment of not less than the fair market value of the property from the other Party. Termination will not relieve either Party from liabilities and costs already incurred under this Agreement, not affect ownership of said equipment and property.

**2. ADMINISTRATION AND OPERATION**

- a. The Communications Center located at 10 South Heritage Lanet, Colorado City, Arizona (“Center”) shall be under the direction of the Chief of Police, who shall provide for the administration of this Agreement.
- b. The Communications Manager, who shall be appointed by the Town, shall be responsible to prepare and maintain guidelines and policies that satisfy all applicable ordinances, regulations, laws and other requirements of City, the State of Utah, Town, and the State of Arizona.
- c. The Communications Manager shall be responsible for maintaining necessary personnel

certification and center certifications so that the Center is recognized both in the State of Utah and the State of Arizona as a Public Safety Answering Point (“PSAP”).

- d. The Communications Manager shall coordinate with City and Town Managers and Councils regarding department practices and activities undertaken pursuant to this Agreement; however, the final decisions will be made by the Chief of Police.
- e. City may offer to provide such additional personnel, furniture, fixtures and equipment as its Council deems appropriate; provided, however, that as a condition precedent to any City personnel providing the Town assistance in connection with the responsibilities of the Town pursuant to Section 3.a, the managers of the City and the Town must meet and agree on supervisory protocols regarding such personnel. Any claim arising out of the joint actions of Town and City personnel pursuant to this Agreement shall be subject to the Joint Defense Agreement defined in Section 6.b of this Agreement.

### 3. RESPONSIBILITIES

#### a. The Town Shall:

- i. Provide dispatch services to the City in the same manner as such services are provided to the Town. The Town shall have sole and complete authority and control over the dispatch operation.
- ii. Provide emergency dispatching services to the City twenty-four hours a day and seven days a week to the extent all data, GIS, or other information has been provided or entered into the system.
- iii. Provide dispatching utilizing computer-aided dispatching, which includes but is not limited to: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene; and other fire service benchmark times as available.
- iv. Provide, if requested, summary listings to the City of call data by month, quarter or year as generated by the system.
- v. Record City radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines. Town will maintain all recordings pursuant to the retention schedules as established by the Arizona State Library, Archives and Public Records. The Town will provide copies of the recordings upon request to the City. Any costs associated with additional equipment or services required to record any additional radio frequencies will be the responsibility of the requesting City.
- vi. Maintain control of all hiring, supervision, and discipline of communications personnel. All center employees, including the Communications Manager, shall

be employees of the Town only.

- vii. Maintain control of all connectivity to the Town system including, but not limited to, security policies, hardware, and software.
- viii. At regular intervals, provide the City with exception lists of information that needs to be verified by City personnel. When notified of the verified and/or corrected information, the Town will make the needed changes to the GIS system in an appropriate timeframe.

**b. The City Shall:**

- i. Comply with the radio, computer, electronic or other technical specifications required to support this Agreement.
- ii. Provide all GIS data needed for dispatching. City will provide a single point of contact to facilitate this Agreement and make someone available on-site at the Town when needed to design and maintain City's GIS information.
- iii. Provide a single point of contact and on-site person to add and update run cards.
- iv. Conform to the existing Town naming conventions for GIS information.
- v. Comply with existing Town procedures and policies regarding dispatching

#### 4. FINANCING AND BUDGET

- a. City agrees to compensate Town for its costs in providing the service pursuant to this Agreement according to the following:

City will initially pay the Town Three Hundred Eighty-eight dollars (388.00) per month which will include (number of calls) additional calls will be billed at a rate of \$74.00 dollars per call. The City will also pay the Town a rate of \$45.00 per hour for any additionally requested services.

**Commented [VB2]:** Please review and let me know your thoughts on this.

The formula for developing the monthly rate shall be the total dispatch budget for the fiscal year divided by the number of calls for the prior calendar year to arrive at a cost per call. The cost per call will be multiplied by the number of calls in City to determine the annual base rate. The base rate will be divided by 12 to determine the monthly base rate. The rate for additional services will be determined annually.

**Commented [VB3]:** If the base includes a set number of calls will that vary by year.

Compensation shall be invoiced by Towns accounting department and paid by City on a quarterly basis and reviewed for adjustment as part of the budgeting process for each fiscal year that the Agreement is in force.

- b. Payments made by City to Town pursuant to this Agreement shall be addressed in accordance with the provisions of Utah Code Ann. SS 10-5-101 et seq. or SS 10-6-101 et seq. (1953, as amended) as applicable. Town shall establish and maintain a budget for dispatch services and shall provide a copy of said budget to City upon completion in accordance with the fiscal procedures of Town carried out pursuant to Arizona law. If either Party fails to appropriate funds as required to fund obligations under this Agreement, the other Party may terminate this Agreement.
- c. As per A.R.S. § 23-1022, any employee working within the jurisdictional boundary of the other Party, pursuant to this IGA, will be provided worker's compensation benefits by the primary employer only. Personnel will operate across jurisdictional boundaries of the Parties as directed by the Communications Manager. Each Party shall provide the notice required by A.R.S. § 23-1022.E.
- d. As per Utah Code Ann. § 11-13-222 all privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers compensations, and other benefits shall apply to an officer, agent, or employee of a public agency (as defined in the Utah Code) while performing functions under this Agreement, whether within the territorial limits of the City or the territorial limits of the Town. All provisions of Arizona Revised Statutes Title 12, Chapter 7, Article 2 shall apply to any public entity or public employee performing funding under this Agreement.

## **5. PARTIES TO RETAIN SEPARATE IDENTITIES**

- a. Notwithstanding the provisions of this Agreement, each Party shall, at all times, retain its separate, legal identity. No separate legal or administrative entity shall be created under this Agreement, although administratively consolidated dispatch operations are intended.

## **6. MUTUAL INDEMNIFICATION**

- a. To the extent permitted by law, the Parties shall indemnify, defend and hold harmless the other Party, its elected officials, officers, employees and agents from and against all claims, actions, judgments, costs and expenses, to the extent arising out of any act or omission of the indemnifying Party or its officers, officials, employees and agents resulting in a claim or



claims for bodily injuries or damages to persons or property or other liability, real or personal, in connection with this Agreement.

- b. The Parties shall give to each other prompt and reasonable notice of any such claims or actions. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability based upon the relative degree of fault and proportionate payment of possible litigation expenses and damages pursuant to the Joint Defense Memorandum of Understanding and Agreement attached hereto as Exhibit A (collectively, the “Joint Defense Agreement”).
- c. The obligations under this Section 6 shall survive termination of this Agreement.

## 7. IMMUNITY

- a. By entering into this Agreement, the Parties do not (and do not intend to) waive any immunity provided to the Parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, (the “Immunity Act”), or under Arizona Revised Statutes Title 12, Chapter 7, Article 2, or by other applicable law.
- b. While performing duties under this Agreement, whether inside or outside the Center employee’s own jurisdiction, each Center employee shall possess the same immunities and privileges as if the duties were performed within the Center employee’s own jurisdiction.
- c. Nothing in this Agreement shall be construed as a waiver of any sort, including, but not limited to, sovereign immunity or other defense available to governmental entities in Utah and Arizona, or as a consent to be sued, or as a submission to the jurisdiction of any court.

## 8. OBLIGATIONS

- a. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers.

**9. FILING**

- a. A copy of this Agreement shall be placed on file in the office of the official record keeper of each Party and shall remain on file for public inspection during the term of this Agreement. In the event of a renewal of this Agreement the official record keeper shall refile the renewed agreement.

**10. INSURANCE**

- a. Each Party shall provide comprehensive liability insurance coverage in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 aggregate. Coverage should include premises/operations, independent contractors, products/completed operations and contractual liability.
- b. Such insurance policy shall be evidenced by a current Certificate of Insurance naming the indemnified Party and its elected official(s), officers, employees and agents as additional insured. Other insurance options must be negotiated between Parties.

**11. SEVERABILITY AND CONFLICTS OF INTEREST**

- a. The provisions of this Agreement are severable. In the event any portion of this Agreement is not enforceable, the remainder shall be enforced with provisions deemed to have been included to the extent necessary to give effect to the intent of the Parties as stated in this Agreement.
- b. No delay, omission or failure to exercise any right of either Party under this agreement shall be construed to be a waiver of any such right or as impairing any such right.
- c. This Agreement may be canceled pursuant to A.R.S. § 38 - 511 in the event of a conflict of interest as described therein.

**12. AMENDMENTS AND INTEGRATION.**

- a. This Agreement is intended to reflect the mutual intent of the Parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.
- b. The Parties shall work in good faith to implement and resolve details not specified in this Agreement.
- c. No amendment or modification of the terms hereof shall be made unless in writing and approved by the governing bodies of both Parties.

**13. GENERAL TERMS**

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- b. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party. The Parties agree that nothing in this Agreement alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrests or search and seizure warrants, or to issue service of process.
- c. This Agreement contains the entire agreement between the Parties concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Howard Ream, Mayor  
Town of Colorado City

\_\_\_\_\_  
Michael L. Farrar, Mayor  
Town of Apple Valley

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Shirley Zitting, Town Clerk

\_\_\_\_\_  
Jenna Vizcardo, City Recorder

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Mangum, Wall, Stoops & Warden  
Colorado City Attorney

\_\_\_\_\_  
Shaun Guzman  
Town of Apple Valley Attorney

DRAFT

APPLE VALLEY  
ORDINANCE O-2023-36

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

SECTION 1: AMENDMENT “10.10.070 Open Space Zone” of the Apple Valley Land Use is hereby *amended* as follows:

AMENDMENT

10.10.070 Open Space Zone

- A. Purpose: The purpose of this zone is to provide for protection of undeveloped private land.
- B. Permitted Uses: Uses permitted in this zone are as follows:
  - 1. Raising of crops, horticulture and gardening
  - 2. Undeveloped private land
  - 3. Trails and trail rides, non-motorized
- C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
  - 1. Bona fide farm buildings
  - 2. Public utilities and transmission lines
  - 3. Wireless communications facilities
  - 4. Farming operations
  - 5. Livestock grazing
  - 6. Trails and trail rides, motorized
- D. Height Regulations: No building shall be erected to a height greater than twenty five (25') feet without a conditional use permit.
- E. ~~Area, Width And Yard~~ Farm Building Regulations:

District	Area	Width in Feet	<del>Yard</del> <u>Farm Building</u> Setbacks in Feet		
			Front	Side	Rear
OS	<del>20 Acres</del>	400	25	25	25

(25' setback on corner and street side lots)

- F. Modifying Regulations: The following modifying regulations may be established by the land use authority relative to a specific use.
  - 1. Distance of Animal Housing: No corral, stable or kennel may be located within one hundred feet (100') of any adjacent dwelling or residential building lot.
  - 2.

Application of Minimum Acreage: ~~The~~ Twenty (20) acre minimum lot size applies only to the construction of farm ~~an~~ buildings.

- 3. Trails for motorized off-road vehicles (ORV) shall be no closer than 1000' from any residential dwelling.

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

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

**SECTION 4: EFFECTIVE DATE** This Ordinance shall be in full force and effect from December 20, 2023.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk, Apple Valley

\_\_\_\_\_  
Frank Lindhardt, Mayor, Apple Valley

APPLE VALLEY  
ORDINANCE O-2023-37

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

SECTION 1: AMENDMENT “10.10.080 Open Space Transition Zone” of the Apple Valley Land Use is hereby *amended* as follows:

AMENDMENT

10.10.080 Open Space Transition Zone

- A. Purpose: The purpose of this zone is to provide for protection of primarily undeveloped private land.
- B. Permitted Uses: Uses permitted in this zone are as follows:
  - 1. Bona fide farm buildings
  - 2. Farming operations
  - 3. Livestock grazing
  - 4. Raising of crops, horticulture and gardening
  - 5. Undeveloped private land
  - 6. Trails and trail rides
- C. Conditional Uses: SPACE LEFT BLANK INTENTIONALLY

Any use not specifically allowed under permitted or conditional uses shall be prohibited.

- D. Height Regulations: No building shall be erected to a height greater than thirty five (35') feet without a conditional use permit.
- E. ~~Area Width And Yard~~ Farm Building Regulations:

District	Area	Width in Feet	<del>Yard</del> <u>Farm Building</u> Setbacks in Feet		
			Front	Side	Rear
OST	<del>3 Acres</del>	<del>400</del>	25	25	25

(25' setback on corner and street side lots)

- F. Modifying Regulations: As may be established by the land use authority relative to a specific use:
  - 1. Distance of Animal Housing: no corral, stable or kennel may be located within one hundred feet (100') of any dwelling or residential building lot.
  - 2. Application of Minimum Acreage: Twenty (20) acre minimum lot size applies

- only to the construction of farm buildings.
- 3. Trails for motorized off-road vehicles (ORV) shall be no closer than 1000' from any residential dwelling.

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

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PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

\_\_\_\_\_.

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

Attest

Presiding Officer

\_\_\_\_\_  
Jenna Vizcardo, Town Clerk, Apple Valley

\_\_\_\_\_  
Frank Lindhardt, Mayor, Apple Valley



**Town of Apple Valley  
Disbursement Listing  
SBSU Operating - 11/01/2023 to 11/30/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
TXFR from Operating account to Fire acc		11/14/2023	\$1,456.98			JE: 771
TXFR from Town Operating acct to PTIF		11/14/2023	\$100,000.00			JE: 772
Payroll	1103231200	11/03/2023	\$7,966.53			Paycheck
Payroll	1117231200	11/17/2023	\$5,063.77			Paycheck
Fralish, Lee W	5588	11/03/2023	\$46.17			Paycheck
Lindhardt, Frank G	5589	11/03/2023	\$784.97			Paycheck
Amazon Capital Services	5590	11/01/2023	\$244.85			Purchasing
Michael Farrar, CPA	5591	11/01/2023	\$1,762.50			Purchasing
James R Weeks	5592	11/01/2023	\$300.00			Purchasing
Revco Leasing	5593	11/01/2023	\$302.51			Purchasing
Washington County Sheriff's Office	5594	11/01/2023	\$3,750.00			Purchasing
Knudsen, Lucas	5595	11/01/2023	\$64.40			Purchasing
EVS-Emergency Vehicle Systems	5597	11/02/2023	\$249.00			Purchasing
Utah Barricade Company	5598	11/02/2023	\$1,070.82			Purchasing
Rock-N-Roll Concrete	5599	11/07/2023	\$2,200.00			Purchasing
Snow Christensen & Martineau	5600	11/07/2023	\$540.44			Purchasing
Big Plains Water SSD	5601	11/09/2023	\$38,940.03			Purchasing
Hurricane Ready Mix, Inc.	5602	11/09/2023	\$1,487.50			Purchasing
South Central Communications	5603	11/09/2023	\$446.90			Purchasing
Weidner Fire	5604	11/09/2023	\$2,425.89			Purchasing
Big Plains Water SSD	5605	11/09/2023	\$260.47			Purchasing
Knudsen, Lucas	5606	11/14/2023	\$46.18			Purchasing
Hurricane Ready Mix, Inc.	5607	11/16/2023	\$519.41			Purchasing
Jenkins Oil Company Inc.	5608	11/16/2023	\$2,314.68			Purchasing
Blackburn Propane Inc.	5609	11/20/2023	\$245.90			Purchasing
Hurricane Tire Pros	5610	11/20/2023	\$645.60			Purchasing
Scholzen Products	5611	11/28/2023	\$1,175.20			Purchasing
Washington County Solid Waste	5612	11/28/2023	\$5,067.85			Purchasing
Hinton Burdick CPAs and Advisors	5613	11/28/2023	\$1,000.00			Purchasing
Kinetic Enterprises LLC	5614	11/28/2023	\$1,050.00			Purchasing
Road Groom Mfg.	5615	11/28/2023	\$128.00			Purchasing
Sunrise Engineering Inc.	5616	11/28/2023	\$3,132.50			Purchasing
Adobe	A11272023	11/27/2023	\$255.35			Purchasing
Buck's Ace Hardware	ACE11022023	11/02/2023		11/02/2023	\$16.99	Purchasing
Buck's Ace Hardware	ACE11172023	11/17/2023		11/17/2023	\$81.46	Purchasing
Beehive Rentals	BRS110923	11/09/2023		11/09/2023	\$110.91	Purchasing
Internal Revenue Service	EFTPS1103202	11/03/2023	\$1,978.12			Payroll
Internal Revenue Service	EFTPS1117202	11/17/2023	\$1,073.46			Payroll
Google LLC	G11012023	11/01/2023	\$334.81			Purchasing
Chase Paymentech	JPM110323	11/03/2023	\$275.54			Purchasing
Maverik	M11202023	11/20/2023		11/20/2023	\$35.83	Purchasing
My Door Sign	MDS11242023	11/24/2023	\$136.36			Purchasing
Rocky Mountain Power	RMP11152023	11/15/2023	\$228.01			Purchasing
Streamline Sheet Metal	SSM11202023	11/20/2023		11/20/2023	\$56.80	Purchasing
Superior Technical Solutions LLC	STS110123	11/02/2023	\$937.27			Purchasing
Ticker Car Wash-Hildale	TCW11102023	11/10/2023		11/10/2023	\$6.93	Purchasing
Utah Retirement Systems	URS11092023	11/09/2023	\$743.44			Payroll
Utah Retirement Systems	URS11202023	11/20/2023	\$557.09			Payroll
USA Traffic Signs	USATS1124202	11/24/2023	\$79.71			Purchasing
USPS	USPS11102023	11/10/2023	\$264.00			Purchasing
XPress Bill Pay	XBP110623	11/06/2023	\$318.68			Purchasing
Zoom Video Communications Inc.	Z11202023	11/20/2023	\$15.99			Purchasing
			<b>\$191,886.88</b>		<b>\$308.92</b>	

**Town of Apple Valley  
Disbursement Listing  
SBSU Fire - 11/01/2023 to 11/30/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
Buck's Ace Hardware	ACE11022023	11/02/2023	\$16.99			Purchasing
Buck's Ace Hardware	ACE11172023	11/17/2023	\$81.46			Purchasing
Basic American Supply	BAS11202023	11/20/2023	\$7.99			Purchasing
Basic American Supply	BAS11272023	11/27/2023	\$38.18			Purchasing
Beehive Rentals	BRS11092023	11/09/2023	\$110.91			Purchasing
Carquest of Hildale	CQ110823	11/08/2023	\$246.18			Purchasing
Carquest of Hildale	CQ11092023	11/09/2023	\$98.67			Purchasing
Carquest of Hildale	CQH11202023	11/20/2023	\$67.77			Purchasing
Maverik	M11202023	11/20/2023	\$35.83			Purchasing
PCS Communications	PCS11292023	11/29/2023	\$710.00			Purchasing
The Safety Girl	SG11172023	11/17/2023	\$273.44			Purchasing
Scholzen Products	SP11172023	11/17/2023	\$14.55			Purchasing
Streamline Sheet Metal	SSM11202023	11/20/2023	\$56.80			Purchasing
Ticker Car Wash-Hildale	TCW11102023	11/10/2023	\$6.93			Purchasing
Walmart	W11032023	11/03/2023	\$85.34			Purchasing
Washington County Solid Waste	WCSW1130202	11/30/2023	\$9.00			Purchasing
			<b>\$1,860.04</b>		<b>\$0.00</b>	

**Town of Apple Valley**  
**Operational Budget Report**  
**10 General Fund - 07/01/2023 to 11/30/2023**  
**41.67% of the fiscal year has expired**

Item 7.

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
3110 General Property Taxes-Current	12,892.17	0.00	4,007.56	136,661.00	2.93%
3120 Prior Year's Taxes-Delinquent	0.00	0.00	0.00	8,000.00	0.00%
3130 General Sales and Use Taxes	77,233.59	0.00	34,364.80	196,000.00	17.53%
3140 Energy and Communication Taxes	15,393.82	2,181.12	13,329.34	45,700.00	29.17%
3150 RAP Tax	6,097.01	1,478.57	4,629.18	18,500.00	25.02%
3160 Transient Taxes	6,541.14	0.00	3,567.74	18,000.00	19.82%
3170 Fee in Lieu of Personal Property Taxes	0.00	0.00	0.00	8,400.00	0.00%
3180 Fuel Tax Refund	0.00	0.00	3.08	1,000.00	0.31%
3190 Highway/Transit Tax	7,168.55	0.00	3,863.86	17,100.00	22.60%
<b>Total Taxes</b>	<b>125,326.28</b>	<b>3,659.69</b>	<b>63,765.56</b>	<b>449,361.00</b>	<b>14.19%</b>
<b>Licenses and permits</b>					
3210 Business Licenses	3,313.50	1,513.50	2,713.50	9,500.00	28.56%
3221 Building Permits-Fee	22,432.65	4,278.00	21,169.63	45,000.00	47.04%
3222 Building Permits-Non Surcharge	3,243.96	1,069.50	3,640.74	6,750.00	53.94%
3224 Building Permits Surcharge	51.93	6.42	28.94	450.00	6.43%
3225 Animal Licenses	60.00	150.00	260.00	800.00	32.50%
<b>Total Licenses and permits</b>	<b>29,102.04</b>	<b>7,017.42</b>	<b>27,812.81</b>	<b>62,500.00</b>	<b>44.50%</b>
<b>Intergovernmental revenue</b>					
3342 Fire Dept-State Wildland Grant	0.00	0.00	0.00	10,000.00	0.00%
3356 Class "C" Road Allotment	54,252.65	0.00	42,791.27	137,000.00	31.23%
3358 Liquor Control Profits	0.00	0.00	0.00	1,100.00	0.00%
3374 ARPA Revenue	99,888.00	0.00	0.00	0.00	0.00%
<b>Total Intergovernmental revenue</b>	<b>154,140.65</b>	<b>0.00</b>	<b>42,791.27</b>	<b>148,100.00</b>	<b>28.89%</b>
<b>Charges for services</b>					
3230 Special Event Permit	2,030.00	0.00	150.00	4,500.00	3.33%
3410 Clerical Services	179.20	0.00	80.54	400.00	20.14%
3416 Other Interdepartmental Charges	2,167.07	0.00	5,622.16	44,203.00	12.72%
3420 Fire Department Contracts	0.00	0.00	0.00	6,000.00	0.00%
3431 Zoning and Subdivision Fees	8,139.00	0.00	10,660.00	20,000.00	53.30%
3440 Solid Waste	22,431.82	5,028.30	25,195.99	61,000.00	41.30%
3441 Storm Drainage	18,255.85	4,177.99	20,783.92	49,000.00	42.42%
3461 GRAMA Requests	285.52	0.00	115.00	500.00	23.00%
3470 Park and Recreation Fees	0.00	0.00	0.00	100.00	0.00%
3481 Sale of Cemetery Lots	0.00	0.00	300.00	310,500.00	0.10%
3482 Cemetery Perpetual Care	0.00	0.00	300.00	129,300.00	0.23%
3615 Late Charges/Other Fees	273.64	(238.14)	389.10	2,500.00	15.56%
<b>Total Charges for services</b>	<b>53,762.10</b>	<b>8,968.15</b>	<b>63,596.71</b>	<b>628,003.00</b>	<b>10.13%</b>
<b>Fines and forfeitures</b>					
3510 Fines	1,757.17	0.00	1,185.15	5,000.00	23.70%
<b>Total Fines and forfeitures</b>	<b>1,757.17</b>	<b>0.00</b>	<b>1,185.15</b>	<b>5,000.00</b>	<b>23.70%</b>
<b>Interest</b>					
3610 Interest Earnings	7,960.61	3,854.95	18,778.46	42,200.00	44.50%
<b>Total Interest</b>	<b>7,960.61</b>	<b>3,854.95</b>	<b>18,778.46</b>	<b>42,200.00</b>	<b>44.50%</b>
<b>Miscellaneous revenue</b>					
3640 Sale of Capital Assets	0.00	0.00	7,500.00	0.00	0.00%
3690 Sundry Revenue	13,722.78	(220.92)	2,451.71	5,000.00	49.03%
3692 Fire Department Fundraisers/Donations	1,500.00	0.00	90.00	6,500.00	1.38%
3697 Park Department Fundraisers	0.00	0.00	0.00	800.00	0.00%
3801.1 Impact fees - Fire	4,220.00	844.00	22,372.00	6,800.00	329.00%
3801.3 Impact fees - Roadways	13,300.00	2,660.00	76,180.00	24,600.00	309.67%
3801.6 Impact fees - Storm Water	7,878.20	57,715.80	80,441.59	31,000.00	259.49%
3801.7 Impact fees - Parks, Trails, OS	3,625.00	725.00	18,295.00	6,600.00	277.20%
<b>Total Miscellaneous revenue</b>	<b>44,245.98</b>	<b>61,723.88</b>	<b>207,330.30</b>	<b>81,300.00</b>	<b>255.02%</b>
<b>Total Revenue:</b>	<b>416,294.83</b>	<b>85,224.09</b>	<b>425,260.26</b>	<b>1,416,464.00</b>	<b>30.02%</b>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Council</b>					
4111.110 Council/PC Salaries and Wages	6,725.00	850.00	8,025.00	21,000.00	38.21%
4111.130 Council/PC Employee benefits	662.47	65.03	658.30	2,400.00	27.43%
4111.210 Council/PC Travel Reimbursement	0.00	0.00	0.00	1,500.00	0.00%

**Town of Apple Valley**  
**Operational Budget Report**  
**10 General Fund - 07/01/2023 to 11/30/2023**  
**41.67% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4111.220 Council/PC Training	0.00	0.00	0.00	1,500.00	0.00%
4111.610 Council Donations and Discretionary Spending	0.00	0.00	0.00	500.00	0.00%
<b>Total Council</b>	<b>7,387.47</b>	<b>915.03</b>	<b>8,683.30</b>	<b>26,900.00</b>	<b>32.28%</b>
<b>Administrative</b>					
4141.110 Admin Salaries and Wages	44,486.20	6,187.19	40,457.38	99,000.00	40.87%
4141.130 Admin Employee Benefits	3,751.50	781.31	5,194.89	17,100.00	30.38%
4141.140 Admin Employee Retirement - GASB 68	5,896.21	190.66	1,660.65	7,000.00	23.72%
4141.210 Admin Dues, Subs & Memberships	2,039.12	255.35	2,867.25	5,500.00	52.13%
4141.220 Admin Public Notices	41.95	0.00	0.00	100.00	0.00%
4141.230 Admin Training	696.00	0.00	0.00	1,500.00	0.00%
4141.240 Admin Office/Administrative Expense	8,464.10	1,280.10	5,178.65	8,000.00	64.73%
4141.250 Admin Equipment Expenses	6,072.14	1,239.78	6,898.90	10,000.00	68.99%
4141.260 Admin Building & Ground Maintenance	2,704.60	917.92	5,607.62	4,500.00	124.61%
4141.270 Admin Utilities	1,948.97	473.91	1,715.06	7,600.00	22.57%
4141.280 Admin Telephone and Internet	4,140.90	446.90	2,216.79	8,100.00	27.37%
4141.290 Admin Postage	1,584.61	264.00	1,329.65	3,700.00	35.94%
4141.320 Admin Engineering Fees	6,123.48	1,292.25	3,859.75	3,500.00	110.28%
4141.330 Admin Legal Fees	23,806.64	3,980.22	18,148.97	50,000.00	36.30%
4141.340 Admin Accounting & Auditing	0.00	4,300.00	9,793.75	29,400.00	33.31%
4141.350 Admin Building/Zoning/Planning Fees	17,353.77	3,045.00	13,566.25	30,000.00	45.22%
4141.390 Admin Bank Service Charges	15.00	0.00	0.00	200.00	0.00%
4141.410 Admin Insurance	11,895.25	0.00	12,703.16	16,000.00	79.39%
4141.490 Admin Travel Reimbursements	902.71	161.58	407.86	1,500.00	27.19%
4141.500 Admin Weed Abatement	0.00	0.00	508.00	1,500.00	33.87%
4141.610 Bad Debt Expense	268.84	15.98	15.98	250.00	6.39%
4141.740 Admin Capital Outlay	0.00	0.00	1,860.19	0.00	0.00%
4170 Elections	0.00	0.00	1,296.00	1,500.00	86.40%
<b>Total Administrative</b>	<b>142,191.99</b>	<b>24,832.15</b>	<b>135,286.75</b>	<b>305,950.00</b>	<b>44.22%</b>
<b>Total General government</b>	<b>149,579.46</b>	<b>25,747.18</b>	<b>143,970.05</b>	<b>332,850.00</b>	<b>43.25%</b>
<b>Public safety</b>					
<b>Police</b>					
4210.110 Police Salaries & Wages/Contract	7,500.00	0.00	3,750.00	15,000.00	25.00%
4253.250 Animal Control Supplies	0.00	0.00	0.00	100.00	0.00%
<b>Total Police</b>	<b>7,500.00</b>	<b>0.00</b>	<b>3,750.00</b>	<b>15,100.00</b>	<b>24.83%</b>
<b>Fire</b>					
4220.110 Fire Salaries & Wages	14,230.86	3,784.70	21,259.66	67,200.00	31.64%
4220.130 Fire Employee Benefits	3,463.95	289.53	1,740.06	13,600.00	12.79%
4220.135 Fire Employee Retirement - GASB 68	0.00	630.92	3,480.14	8,100.00	42.96%
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	119.00	0.00	0.00	600.00	0.00%
4220.230 Fire Travel, Mileage & Cell	0.00	50.00	250.00	600.00	41.67%
4220.240 Fire Office & Other Expenses	29.99	0.00	447.78	500.00	89.56%
4220.250 Fire Equipment Maintenance & Repairs	854.08	188.64	1,705.99	11,000.00	15.51%
4220.360 Fire Training	0.00	0.00	150.00	13,100.00	1.15%
4220.450 Fire Small Equip/Supplies	1,725.65	1,684.95	13,711.78	15,000.00	91.41%
4220.460 Fire Supplies-Fundraisers	0.00	0.00	130.59	500.00	26.12%
4220.465 Fire Gear	0.00	2,425.89	2,457.88	15,000.00	16.39%
4220.480 Fire Mitigation MOU Expenditures	0.00	0.00	0.00	15,000.00	0.00%
4220.560 Fire Equipment Fuel	375.94	749.75	4,649.96	4,000.00	116.25%
4220.610 Fire Principal	5,366.57	0.00	0.00	0.00	0.00%
4220.620 Fire Interest	244.18	0.00	0.00	0.00	0.00%
<b>Total Fire</b>	<b>26,410.22</b>	<b>9,804.38</b>	<b>49,983.84</b>	<b>170,725.00</b>	<b>29.28%</b>
<b>Total Public safety</b>	<b>33,910.22</b>	<b>9,804.38</b>	<b>53,733.84</b>	<b>185,825.00</b>	<b>28.92%</b>
<b>Highways and public improvements</b>					
<b>Highways</b>					
4410.110 Road Wages and Contract Labor	270.00	480.80	1,244.00	15,200.00	8.18%
4410.130 Road Employee Benefits	20.66	36.78	95.88	1,750.00	5.48%
4410.270 Road Flood Damage	0.00	0.00	0.00	2,000.00	0.00%
4410.380 Road Department Services	2,154.20	0.00	0.00	2,500.00	0.00%
4410.450 Road Department Supplies	9,236.27	0.00	6,104.65	45,000.00	13.57%
4410.550 Road Equipment Maintenance	1,117.60	0.00	0.00	2,500.00	0.00%
4410.560 Road Equipment Fuel	496.00	0.00	1,421.61	5,000.00	28.43%

**Town of Apple Valley**  
**Operational Budget Report**  
**10 General Fund - 07/01/2023 to 11/30/2023**  
**41.67% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
4410.810 Road Principal	38,140.07	0.00	35,000.00	35,000.00	100.00%
4410.820 Road Interest	29,252.68	0.00	28,121.65	28,150.00	99.90%
4415.110 Public Works Wages and Contract Labor	2,817.00	1,988.82	18,945.75	30,300.00	62.53%
4415.130 Public Works Employee Benefits	264.58	50.40	1,516.20	9,400.00	16.13%
4415.140 Public Works Employee Retirement - GASB 68	0.00	0.00	1,545.53	8,100.00	19.08%
4415.320 Public Works Engineering/Professional Fees	107.25	0.00	0.00	0.00	0.00%
4415.450 Public Works Supplies	2,433.21	2,682.61	11,913.01	6,000.00	198.55%
4415.550 Public Works Equipment Maintenance	1,338.08	1,917.14	9,540.45	3,000.00	318.02%
4415.560 Public Works Equipment Fuel	1,039.57	1,501.77	3,204.01	2,000.00	160.20%
4415.570 Public Works Travel, Mileage, Cell	77.51	0.00	673.17	500.00	134.63%
4415.610 Public Works Storm Drainage	3,000.81	0.00	666.55	5,000.00	13.33%
4415.615 Storm Drainage Improvements	0.00	0.00	1,147.14	0.00	0.00%
4415.710 Public Works Principal	15,479.43	0.00	0.00	0.00	0.00%
4415.720 Public Works Interest	580.57	0.00	0.00	0.00	0.00%
4415.740 Public Works Capital Outlay	11,000.00	0.00	17.37	9,000.00	0.19%
<b>Total Highways</b>	<b>118,825.49</b>	<b>8,658.32</b>	<b>121,156.97</b>	<b>210,400.00</b>	<b>57.58%</b>
<b>Sanitation</b>					
4420.460 Solid Waste Service	19,340.84	5,076.85	20,277.06	60,000.00	33.80%
<b>Total Sanitation</b>	<b>19,340.84</b>	<b>5,076.85</b>	<b>20,277.06</b>	<b>60,000.00</b>	<b>33.80%</b>
<b>Total Highways and public improvements</b>	<b>138,166.33</b>	<b>13,735.17</b>	<b>141,434.03</b>	<b>270,400.00</b>	<b>52.31%</b>
<b>Parks, recreation, and public property</b>					
<b>Parks</b>					
4540.110 Park/Rec Wages and Contract Labor	4,563.00	0.00	1,698.82	5,100.00	33.31%
4540.130 Park/Rec Employee Benefits	349.07	0.00	130.77	600.00	21.80%
4540.250 Park/Rec Department Expenses	272.62	0.00	187.78	1,000.00	18.78%
4540.460 Park/Rec Community Events Supplies	1,162.70	0.00	1,450.12	4,000.00	36.25%
<b>Total Parks</b>	<b>6,347.39</b>	<b>0.00</b>	<b>3,467.49</b>	<b>10,700.00</b>	<b>32.41%</b>
<b>Cemetery</b>					
4590.470 Cemetery Capital Outlay	0.00	77.64	226.49	0.00	0.00%
<b>Total Cemetery</b>	<b>0.00</b>	<b>77.64</b>	<b>226.49</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Parks, recreation, and public property</b>	<b>6,347.39</b>	<b>77.64</b>	<b>3,693.98</b>	<b>10,700.00</b>	<b>34.52%</b>
<b>Transfers</b>					
4804 Transfer to Fund Balance	0.00	0.00	0.00	92,889.00	0.00%
4805 Transfer to Capital Projects	0.00	0.00	0.00	265,000.00	0.00%
4807 Transfer to Assigned Balance - Fire Impact Fees	0.00	0.00	0.00	6,800.00	0.00%
4809 Transfer to Assigned Balance - Roadway Impact Fee	0.00	0.00	0.00	24,600.00	0.00%
4810 Transfer to Assigned Balance -Storm Water Imp Fee	0.00	0.00	0.00	31,000.00	0.00%
4811 Transfer to Assigned Balance - Parks & Rec Fees	0.00	0.00	0.00	6,600.00	0.00%
4812 Transfer to Assigned Balance - Perpetual Care	0.00	0.00	0.00	129,300.00	0.00%
4813 Transfer to Assigned Balance - Cemetery Funds	0.00	0.00	0.00	60,500.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>616,689.00</b>	<b>0.00%</b>
<b>Total Expenditures:</b>	<b>328,003.40</b>	<b>49,364.37</b>	<b>342,831.90</b>	<b>1,416,464.00</b>	<b>24.20%</b>
<b>Total Change In Net Position</b>	<b>88,291.43</b>	<b>35,859.72</b>	<b>82,428.36</b>	<b>0.00</b>	<b>0.00%</b>

**Town of Apple Valley**  
**Operational Budget Report**  
**41 Capital Projects Fund - 07/01/2023 to 11/30/2023**  
**41.67% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Percent Used
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Intergovernmental revenue</b>					
3340 Grant Revenues	0.00	0.00	0.00	3,320,000.00	0.00%
3341 Grant Revenues-Fire	0.00	0.00	0.00	410,000.00	0.00%
<b>Total Intergovernmental revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,730,000.00</b>	<b>0.00%</b>
<b>Contributions and transfers</b>					
3810 Transfer from General fund	0.00	0.00	0.00	540,000.00	0.00%
<b>Total Contributions and transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>540,000.00</b>	<b>0.00%</b>
<b>Total Revenue:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,270,000.00</b>	<b>0.00%</b>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Administrative</b>					
4141.740 Capital Outlay Expenses	19,160.14	6,778.26	20,504.63	0.00	0.00%
<b>Total Administrative</b>	<b>19,160.14</b>	<b>6,778.26</b>	<b>20,504.63</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total General government</b>	<b>19,160.14</b>	<b>6,778.26</b>	<b>20,504.63</b>	<b>0.00</b>	<b>0.00%</b>
<b>Public safety</b>					
<b>Fire</b>					
4220.740 Fire Capital Outlay	0.00	0.00	0.00	450,000.00	0.00%
<b>Total Fire</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>	<b>0.00%</b>
<b>Total Public safety</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>450,000.00</b>	<b>0.00%</b>
<b>Highways and public improvements</b>					
<b>Highways</b>					
4410.740 Road Capital Outlay	0.00	0.00	0.00	1,050,000.00	0.00%
4415.740 Public Works Capital Outlay	0.00	0.00	0.00	2,520,000.00	0.00%
<b>Total Highways</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,570,000.00</b>	<b>0.00%</b>
<b>Total Highways and public improvements</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,570,000.00</b>	<b>0.00%</b>
<b>Parks, recreation, and public property</b>					
<b>Cemetery</b>					
4590.470 Cemetery Capital Outlay	0.00	1,490.25	1,866.66	250,000.00	0.75%
<b>Total Cemetery</b>	<b>0.00</b>	<b>1,490.25</b>	<b>1,866.66</b>	<b>250,000.00</b>	<b>0.75%</b>
<b>Total Parks, recreation, and public property</b>	<b>0.00</b>	<b>1,490.25</b>	<b>1,866.66</b>	<b>250,000.00</b>	<b>0.75%</b>
<b>Total Expenditures:</b>	<b>19,160.14</b>	<b>8,268.51</b>	<b>22,371.29</b>	<b>4,270,000.00</b>	<b>0.52%</b>
<b>Total Change In Net Position</b>	<b>(19,160.14)</b>	<b>(8,268.51)</b>	<b>(22,371.29)</b>	<b>0.00</b>	<b>0.00%</b>



## SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

### MINUTES

**Mayor** | Frank Lindhardt |

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

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

**PLEDGE OF ALLEGIANCE**- Resident and Planning Commission Member Bradley Farrar led pledge of allegiance.

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

#### ROLL CALL

##### PRESENT

Mayor Frank Lindhardt

Council Member Kevin Sair

Council Member Robin Whitmore

Council Member Barratt Nielson

##### ABSENT

Council Member Jarry Zaharias

#### DECLARATION OF CONFLICTS OF INTEREST

None declared.

#### MAYOR'S TOWN UPDATE

Mayor Lindhardt congratulated the newly elected officials and thanked them for serving. Michael Farrar for Mayor, Janet Prentice and Barratt Nielson for Town Council.

#### PUBLIC COMMENTS

Mayor Lindhardt opened the public comments.

Mike Farrar, resident of AV. Just wanted to comment on a couple things on tonight's agenda the approval of the Hidden Rock Development Group. I'm a little confused on page 6 of 16 or 7.3 where it says preparation and adoption of impact fees facility, the town hereby agrees to promptly initiate and schedule amendments to the town's current impact fees facilities plan. I have no idea what any of this means, can you explain.

Mayor Lindhardt explained the impact fees that we just adopted in the water district and two years ago we adopted the town's impact fee and that's done with a study. The applicant is asking us to allow us to agree to amend our impact fee study and they're asking us to pay for it. He continued, I objected to it and said if you want to do that then you must pay for it.

Mike Farrar, resident of AV. Also under 9.2, I have a little concern where they note the non-curb and gutter road. I don't know why that would be a non-curb and gutter road. Then, we go on further to say the road crossing at Gould Wash Road shall be built to requirements as dictated by Town Design Standards approved by Town Engineer. Does that mean they'll need to build a bridge to standards.

Mayor Lindhardt explained that in the first versions of the development agreement their engineer got to pick but this was objected to as our Engineer's design and approve the bridges.



## SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

### MINUTES

Mike Farrar, resident of AV. Another thing, I had 26ft of road base and then the non-curb and gutter. Down below 9.5 the water, they haven't got approval yet to say that there is enough water for their project.

Mayor Lindhardt closed the public comments.

#### DISCUSSION AND POSSIBLE ACTION

1. November 21, 2023 General Election Canvass.

Mayor Lindhardt reviewed the official results provided by Washington County. (Attachment A – 2 pages)

Council Member Whitmore discussed the positive experience at the appointment for the Apple Valley Board of Canvassers for the 2023 Municipal Election with the Town Clerk/Recorder Jenna Vizcardo. She continued, pleased to have them allow us to inspect all the envelopes, we saw all the signatures and everyone's name was recognized. We were also shown the adjudication process. She will always stand firm on paper ballots, in person voting and hand counting will always be the best way.

**MOTION:** Council Member Whitmore motioned that we certify the Municipal General Election from November 21, 2023 with Mike Lee Farrar as Mayor, and Janet Prentice and Barratt Eric Nielson as Town Council.

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

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

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

The vote was unanimous and the motion carried.

2. Consider Approval of the Development Agreement for Oculta Roca (Hidden Rock Development Group, LLC).

The Council discussed amongst regarding the roads in the development agreement. The pavement was originally there as the motion stated at the Town Council meeting. It was taken out of the development agreement.

Dallin Jolley with Hidden Rock Development Group admitted to removing it due to cost. He continued, the road base would look more natural and paved road is a huge expense. Ultimately with the Development Agreement the Town has the final say.

Council Member Nielson discussed dedicated roads as paved roads because we don't want to pay taxes on road base roads.





## SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

### MINUTES

Mayor Lindhardt discussed it was recommended that it was paved in our minutes from our council meeting and the motion itself read that the road is supposed to be paved with the secondary access not paved.

Town Design Standards discussed and why asphalt is required. A pioneering agreement, whenever people come on the road in the future, they must pay their share with a reimbursement to the developer was discussed. Dallin Joley discussed how they have been in contact with the landowners personally and prefer to work out individually. Mayor discussed in a JUC meeting from the beginning with the developer and asphalt roads were discussed. It was a known requirement from the beginning of their project.

Mayor Lindhardt discussed that a Development Agreement is needed with Big Plains Water Special Service District.

Mayor Lindhardt discussed the services, wells, and loop system requirement. He continued, an item that was never discussed in the first version of this agreement was the single family lots for vacation rentals. The Town's short-term rental ordinance allows 10% in any subdivision rental. That allows 2 homes in this subdivision, incorporating what our ordinance has into this development. Also, he would feel more comfortable on 6.2, add "upon attaining a liquor license."

Planning Commissioner Bradley Farrar raised concerns about approval tonight with so many changes needed to the Development Agreement.

The Council raised concerns about the amendments that were made previously changing the original motion and an in-depth review must be done of this development agreement in the future.

**MOTION:** Council Member Nielson motioned that we table this Development Agreement until the corrections have been made, (added/amended by Mayor Lindhardt with Council Member Nielson's consent) the corrections we expect to see in the development agreement is 6.2 after "and bars" add in "upon obtaining a liquor license/permit from the Town." 9.5 is that they need to get a Development Agreement worked out and approved with the District before this agreement will be brought before the Council for approval again. And, 9.2 1, 2, 3, 4, 5, 6 on the line that starts with shoulders four feet on either side, we're striking out "capable of supporting an imposed load of 75,000 pounds" to the curb and gutter road shall be paved and built as per Town Design Standards.

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

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

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



## SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

### MINUTES

The vote was unanimous and the motion carried.

#### REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Fire Chief Michael Gross discussed a recent site visit with UDOT after the recent flooding and it would greatly improve the safety of the Cedar Points access if the trees within the UDOT Right Of Way were removed. This would allow for better visibility. Also, the large landscaping rocks need to be removed; they are within the roadway clear zone, and are a hazard to the traveling public.

3. Consider Approval of the Personnel Policy and Procedures Manual Update, Resolution-R-2023-36.

Town Administrator Jauna McGinnis discussed this amendment is a benefit that has been in place for years and this is to make it official. This is a nominal fee for their services provided.

**MOTION:** Council Member Nielson motioned that we approve Resolution-R-2023-36, resolution amending the Town of Apple Valley Personnel Policy and Procedures.

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

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

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

The vote was unanimous and the motion carried.

#### CONSENT AGENDA

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

It was discussed that impact, cemetery, and storm drainage fees collected are transferred quarterly over to PTIF accounts.

**MOTION:** Council Member Whitmore motioned that we approve the Consent Agenda, the Disbursement Listing for October 2023, and the Budget Report for Fiscal Year 2023 through October 2023.

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

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



# SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

## MINUTES

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

The vote was unanimous and the motion carried.

### APPROVAL OF MINUTES

- 6. Minutes: September 19, 2023 (Board of Canvassers Appointment).

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

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

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

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

The vote was unanimous and the motion carried.

- 7. Minutes: September 20, 2023.

Council Member Sair commented kudos to the Fire Chief as he got that fire truck donated from Dammeron Valley.

**MOTION:** Council Member Whitmore motioned that we approve the minutes from September 20, 2023 for the Town Council.

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

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

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



## SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

### MINUTES

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

8. Minutes: October 18, 2023.

**MOTION:** Council Member Nielson motioned that we approve the minutes from October 18, 2023.

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

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

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

The vote was unanimous and the motion carried.

#### REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Council Member Nielson and Chairman of Big Plains Water SSD reported we have water flowing and tank staying full at 80%.

Council member Sair reported on the road maintenance and showed pictures to the council and public. They have been busy working on the storm drainage issues.

Mayor Lindhardt reported that he has had a few meetings with developers regarding planning and zoning.

Council Member and Treasurer Whitmore reported on the election results and usual treasurer financial duties.

#### REQUEST FOR A CLOSED SESSION

No request.

#### ADJOURNMENT

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

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

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



# SPECIAL APPLE VALLEY TOWN COUNCIL MEETING

1777 N Meadowlark Dr, Apple Valley  
Wednesday, November 29, 2023 at 6:00 PM

## MINUTES

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

The vote was unanimous and the motion carried.

The meeting was adjourned at 7:56 p.m.

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

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

Mayor | Frank G. Lindhardt

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

Town Clerk/Recorder | Jenna Vizcardo

DRAFT

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Statistics	TOTAL
Registered Voters - Total	583
Ballots Cast - Total	339
Ballots Cast - Blank	0
Voter Turnout - Total	58.15%

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Apple Valley Town Mayor Special 2 Year Seat  
Vote For 1

	TOTAL
MICHAEL LEE FARRAR	231
WALTER EARL JOSEY	102
Total Votes Cast	333
Overvotes	0
Undervotes	6
Contest Totals	339

Apple Valley Town Council  
Vote For 2

	TOTAL
JANET PRENTICE	230
BARRATT ERIC NIELSON	208
MARGARET OSOSKI	96
RAYMOND LESTER JESSOP	79
Total Votes Cast	613
Overvotes	0
Undervotes	65
Contest Totals	678

**Apple Valley, Utah  
Municipal General Election  
November 21, 2023**

**Summary Ballots Cast – 583 Active Registered Voters**

	Votes	Turnout
<b>Official Election Results</b>	<b>339</b>	<b>58.15%</b>

**By Mail Ballot Summary**

Ballots Returned and Counted	339
Ballots not Counted (see below)	12
Provisionals not Counted (see below)	0
<b>TOTAL Ballots</b>	<b>351</b>

<b>Reasons for not counting</b>	<b>Qty</b>
Returned Past Deadline	0
Undeliverable	5
Returned unsigned	3
Signatures did not match voter record	4
Needs ID	0
Provisional Ballots not counted	0
Spoiled Ballots	0
<b><u>Totals</u></b>	<b><u>12</u></b>

*Each voter whose ballot was not counted was notified of the reason their ballot was not counted and given instructions on how to correct the deficiency.*

**Provisional Ballot Summary Qty**

<b>Provisional Ballots Cast</b>	<b>0</b>
<b>Provisional Ballots Counted</b>	<b>0</b>
<b>Ballots Not Counted</b>	<b>0</b>
Invalid	0
Incomplete Application	0
Already Voted	0
No Proof of Residency	0
No ID	0

**In-Person Voting:        2**