



WORK SESSION - TOWN COUNCIL AND PLANNING COMMISSION

1777 N Meadowlark Dr, Apple Valley
Tuesday, April 09, 2024 at 4:00 PM

AGENDA

Notice is given that a meeting of the Town Council of the Town of Apple Valley will be held on **Tuesday, April 09, 2024**, commencing at **4:00 PM** or shortly thereafter at **1777 N Meadowlark Dr, Apple Valley**.

Mayor | Michael Farrar |

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

Chairman | Bradley Farrar

Commissioners | Lee Fralish | Richard Palmer | Garth Hood |

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

DECLARATION OF CONFLICTS OF INTEREST

DISCUSSION

- [1.](#) Town Fee Schedule
- [2.](#) Oculta Roca DA
- [3.](#) Nuisance Complaint Process
4. Shums Coda - Planning Review
- [5.](#) AG-X and Temporary Fee Waiver
- [6.](#) Council Mayor Flow Chart
7. Roundtable

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.



FEE SCHEDULE

(Proposal March 27, 2024)

Administrative Fees

Government Records Access Management Act (GRAMA) Request: To be determined on an individual basis per UCA 63-2-203

Photocopies: 8 1/2 x 11 single or double sided on town paper	\$0.25
11 x 17 single or double sided on town paper	\$0.50
Land Use (Zoning Ordinance)	\$22.00
Subdivision Ordinance	\$9.00
General Plan	\$8.00
Standards and Specifications	\$25.00
Maps 24" x 36"	\$40.00
Maps 11" x 17"	\$5.00
Copies on CDs	\$5.00
Returned check fee: (Utah Code Title 7 Section 15)	\$25.00
Apple Valley Smithsonian Fire Department Facility:	
Training Room	\$50.00
One Bay (Fire Dept Approval)	\$75.00
Two Bays (Fire Dept Approval)	\$150.00
Refundable Deposit.	\$100.00

Park Reservation

Parks are a first come, first serve basis only

Pavilion Rental 1/2 Day	\$25
Full Day	\$50
Refundable Cleaning Deposit	\$150

Credit Card Processing Fees

Payments over \$200.00 made with a credit or debit card are subject to an additional 3% processing fee. This applies to transactions other than monthly utility charges. There is no fee for payments made with cash or check.

Special fees or exceptions to payment may be granted by the Town Council for local non-profit organizations or civic functions specific to Apple Valley depending on scheduling conflicts, etc. Additional fees may be charged if there are special needs; i.e. AV equipment, change in room setup or large groups, function is after hours requiring staff to be available, etc.

Professional Fees

Engineering/Legal/Administrative Fees: **\$Actual Cost**



Business Licenses

Alcohol License	<u>Initial</u>	<u>Renewal</u>
Class A Retail License (Off Premises)	\$300.00	\$300.00
Class B Retail License (On Premises)	\$1000.00	\$500.00
Class C Retail License (Draft)	\$1250.00	\$750.00
Class D Special Events License	\$200.00	N/A
Class D Special Events Permit Application	\$125.00	N/A
Class D Special Events Permit Change Fee	\$25.00	N/A
Class E Arena/Facility License	\$800.00	\$400.00
Class F Brewpub and Microbrewery License	\$300.00	\$150.00
Temporary License	\$200.00	N/A
Government Owned Facility License	\$400.00	\$200.00

Business License

Short Term Rental License:	\$1,000.00 and all other fees.
Commercial:	\$250.00 150.00
Additional Use, Commercial:	\$50.00 20.00 each use
Home-Based:	
Non-Impact	\$0.00
Impact	\$250.00 150.00
Local Licensed Non-Profit Organizations:	\$0.00
Single Event License:	\$200.00 100.00
Dog Kennel License: Non-Commercial:	\$50.00
Fire Inspection Fee	\$150.00
Code Inspection Fee	\$150.00
Business License Late fee:	\$25.00 per month or portion of month

Special Events Permit

Application Fee (attendance under 100)	\$20075/day
Application Fee (attendance over 100)	\$150/day
Application Fee (attendance 101 - 400)	\$500/day
Application Fee (attendance 401 - 999)	\$800/day
Application Fee (attendance over 999)	\$1,200/day
Sub-License Fee (vendors)	\$5
Fire Personnel/Fire Equipment	\$750/day
Encroachment Permit	\$200

Animal Control

Dog License: (1-year license Expires Dec 31)	
Spayed/Neutered:	\$10.00
Functional:	\$20.00
Late fee of 25% after February 15.	

Solid Waste

Monthly Fee **\$13.95 (As of January 1, 2024)**



Engineering/Legal/Admin Fees	Actual Cost
Planned Developments and Development Agreement Fees	
Initial Fee	\$500 + Actual Legal & Engineering Cost of Services
Revisions/Amendments	\$Actual Legal & Engineering Cost of Services
Road Dedications	\$750
Subdivisions and Other Projects	
Construction Plan and Review Fee	
Application Fee	\$1,500 500
2 & 3 1-10 Lots	\$1,000.00
4-9 11-20 Lots	\$300 100/lot
10 21+ Lots	\$500 125/lot
Preliminary Plat	\$5,000 + 100/per lot 2,700
Final Plat (subdivision, town homes, roads, etc.)	\$3,000 1,200 + \$300 160/per lot
Development Review Fees	
(Planning/Zoning/Administrative)	\$3,000 plus 3.17% of Bond Amount \$500 Plat Amendment (Lot Line Adjustments)
Amendments	
Preliminary Plat	\$2,700
Final Plat	\$1,200 + \$10.00 per lot
Public Improvement Inspection Fee	2% of Public Works Improvement Construction Costs
Board of Appeals	
Variance Application	\$550.00
Appeal Hearing	\$550.00
<u>Building Permits</u>	
Pools/Solar/Other	\$375.00
Building Permit	Based on Valuation (see table below)
State Building Permit Surcharge	1% of Building Permit Fee
Plan Review	Residential: 25% of Permit Fee
Plan Review	Commercial: 65% of Permit Fee
Special Inspection	\$125
Re-Inspection Fee	\$125
Building Permit Issued After-The-Fact	Double Permit Fee



Grading & Grubbing Plan Review

See Table A-33-A of Currently Adopted Uniform Building Code(Title 12.02.040) of Appendix Chapter 33 EXCAVATION AND GRADING

Grading & Grubbing Permit

See Table A-33-B of Currently Adopted Uniform Building Code(Title 12.02.040) of Appendix Chapter 33 EXCAVATION AND GRADING

TOTAL VALUATION

FEE

*Valuation = Square Feet x
Current ICC Building Valuation*

	\$23.50
\$1 to \$500	
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to 500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,000 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

Refunds

Where applicant voluntarily withdraws the application, the following refunds will apply:

Application accepted; no further work done	75% 90% of total filing fee
Notification of hearing	50% 75% of total filing fee
Planning Staff Review (PSR) meeting or written comments from department received.	25% 50% of total filing fee
Staff Report completed	No Refund 25% of total filing fee
Public hearing held	No Refund
Staff error resulting in mandatory withdrawal	100% refund



Cemetery

		RESIDENT	NON RESIDENT
<i>LOT FEES</i>			
	Full Lot	600	1,500
	Half Lot	450	1,350
	Half Lot - Infant	100	500
<i>BURIAL FEES</i>			
	Weekday-Adult	500	700
	Weekday-Cremation	300	400
	Weekday-Infant	0	500
	Weekend-Adult	750	950
	Weekend-Cremation	350	450
	Weekend-Infant	250	350
	Holiday-Adult	750	950
	Holiday-Cremation	350	450
	Holiday-Infant	350	450
	Double Depth Burial-1 st Open	Double the Standard Fee	Double the Standard Fee
<i>PERPETUAL CARE (non-refundable)</i>			
	Full Lot	300	300
	Full Lot – Upright	450	450
	Half Lot	100	100
	Half Lot - Upright	250	250
<i>OTHER SERVICES</i>			
	Disinterment-Adult	1200	1200
	Disinterment-Infant/Cremation	600	600
	Disinterment-Double Depth	Double the Standard Fee	Double the Standard Fee
	Late Notice/Late Arrival	200	200
	Funeral/Graveside Services Beginning after 3:00 pm	600	600
	Certificate Fee	25	25
	Transfer Fee	40	40
	Memorial Tree	\$100 Min	\$100 Min
	*50% Discount for Veterans and Individuals who have served on Town Council, Planning Commission, Big Plains Water District, and Fire Department (Volunteer)		

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
 Page 1 of 14

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"

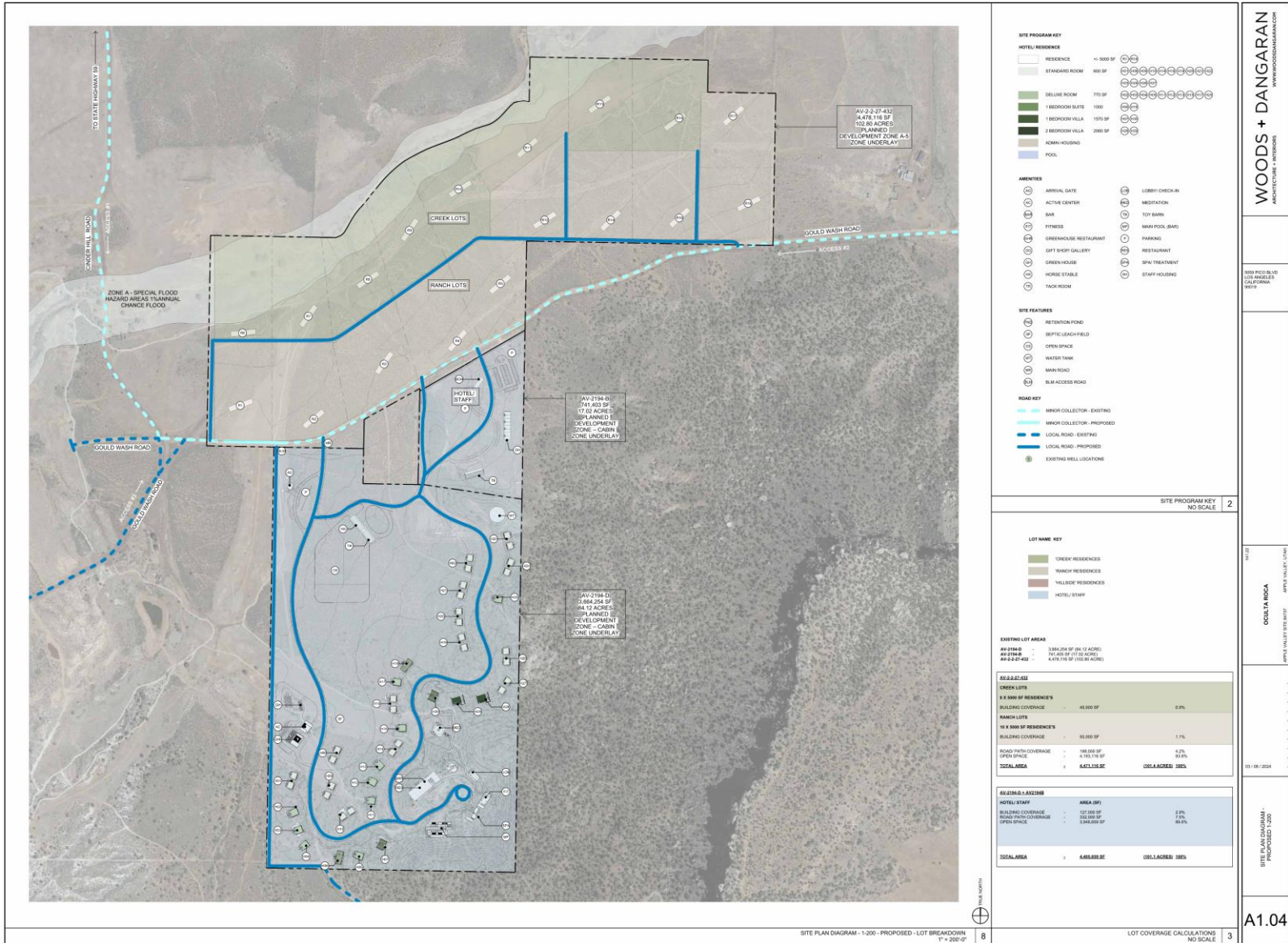


EXHIBIT "B"

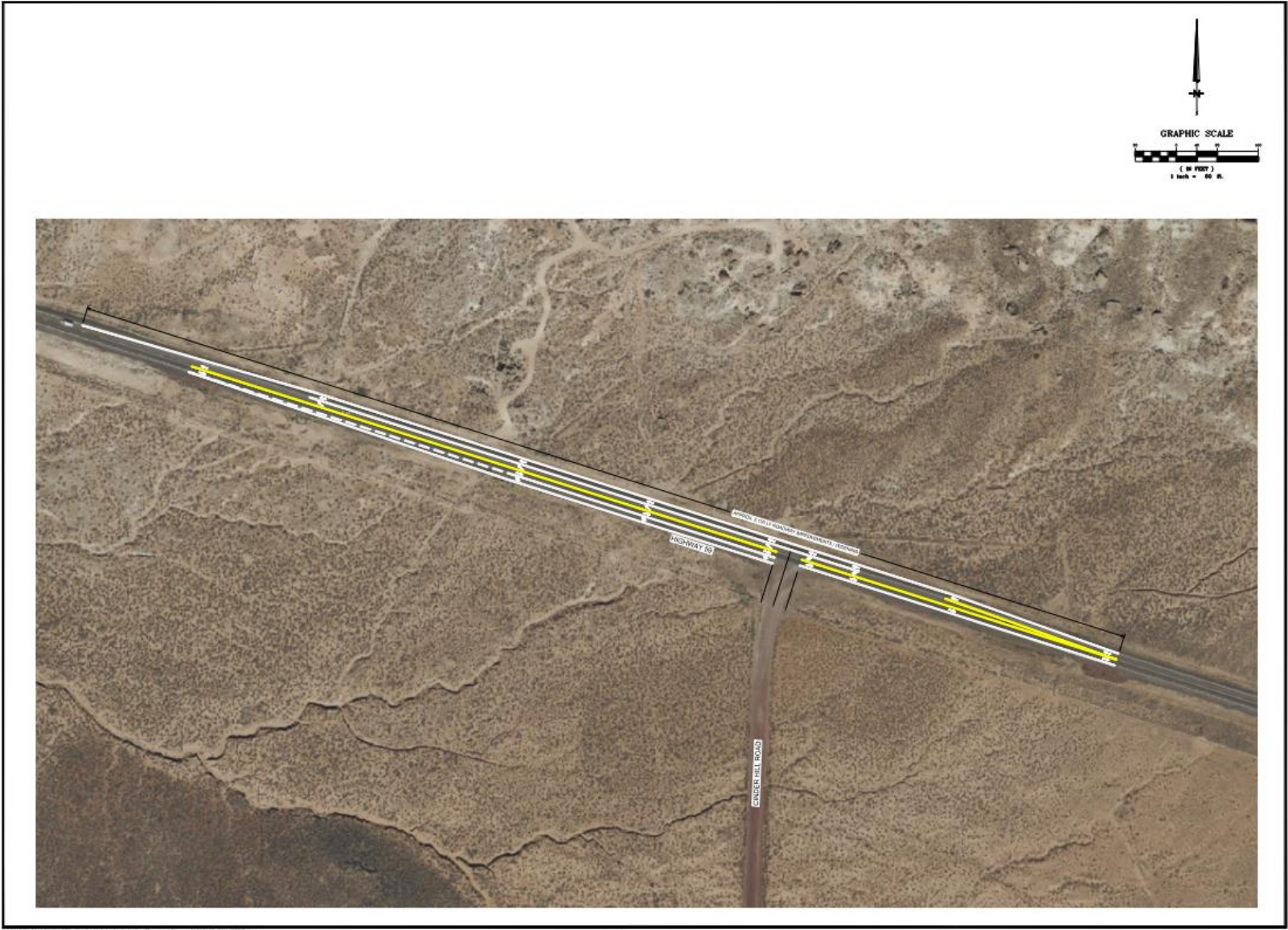
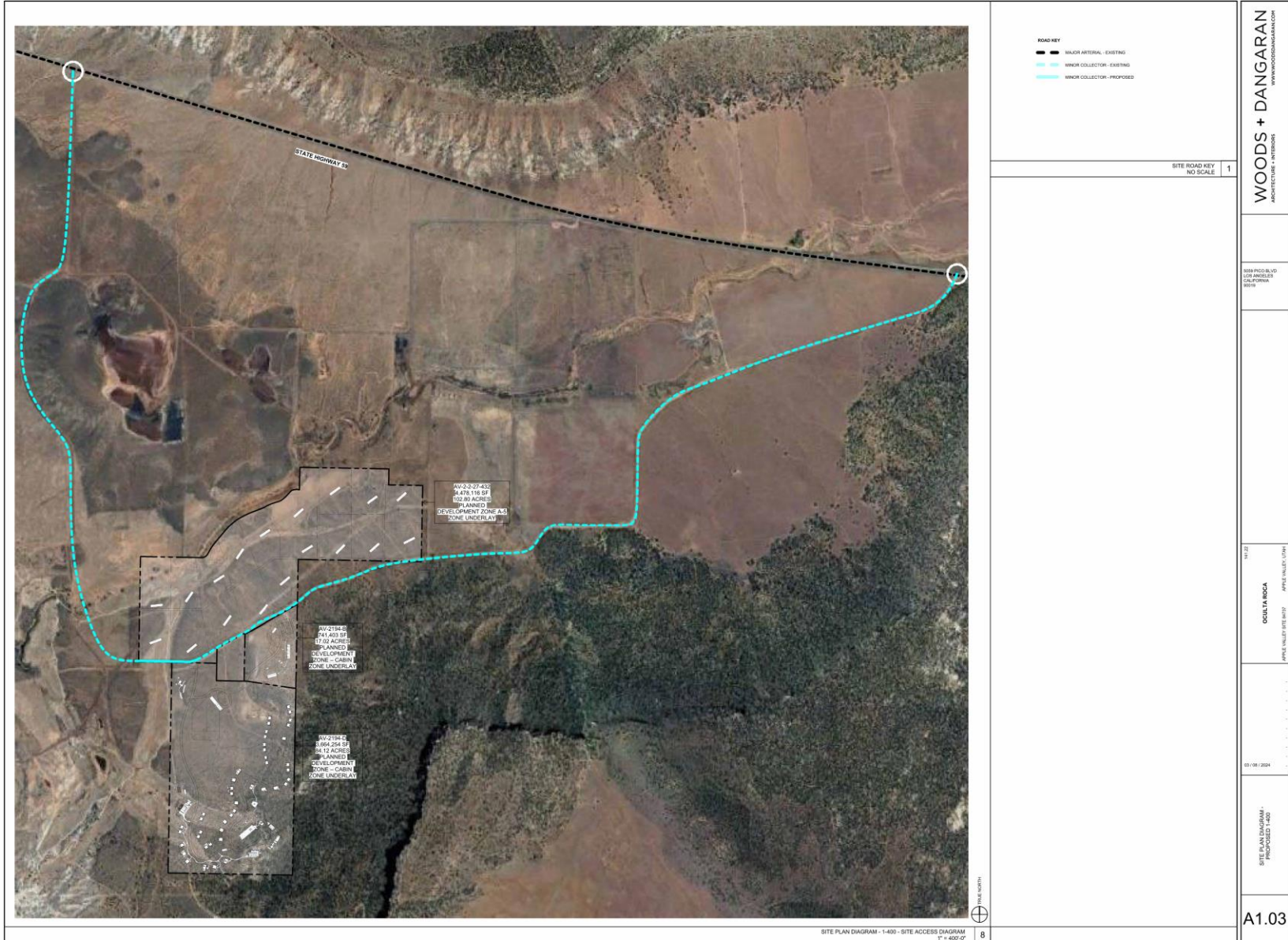


EXHIBIT "C"



**APPLE VALLEY
ORDINANCE O-2024-17**

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

SECTION 1: **ADOPTION** “6.04.040 Nuisance Complaint Procedures” of the Apple Valley Municipal Code is hereby *added* as follows:

ADOPTION

6.04.040 Nuisance Complaint Procedures(*Added*)

1. Location of alleged violation, nuisance or complaint must be located within 300 feet of complainants’ property line.
2. Alleged violation/nuisance must directly affect complainants’ daily life and their pursuit of happiness.
3. Anonymous complaints will not be accepted.
4. Verbal complaints will not be accepted.
5. All complaints must be presented via a nuisance complaint form.
6. Nuisance complaint forms can be filled out online at the town’s website or in person at the town office.
7. Once the nuisance complaint form is completed, the mayor, enforcement official or any person designated by the mayor, will review the complaint. During this process it will be determined if there is a violation of a town ordinance and does it meet all the above criteria.
8. If it is found to be a valid complaint and violation of town ordinances, a violation notice will be sent out to the property owner where said violation is located.
9. The property owner will have 30 days to correct the violation.
10. If after 30 days the violation has not been corrected, then civil enforcement may be applied as detailed in Apple Valley Municipal Code 16.01.10 through 16.01.80.

SECTION 2: AMENDMENT “6.04.110 Penalty” of the Apple Valley Municipal Code is hereby *amended* as follows:

AMENDMENT

6.04.~~110~~050 Penalty

Whoever violates any provision of this chapter shall be subject to civil penalties as described in Apple Valley Municipal Code section 16.02.010 through 16.02.080 and/or shall be guilty of a class B misdemeanor and, upon conviction, subject to penalty as provided in Apple Valley Municipal Code section 1.08.010 ~~of this code~~. Any violation shall constitute a separate offense on each successive day continued.

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: 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 5: 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 Robin Whitmore	_____	_____	_____	_____
Council Member Janet Prentice	_____	_____	_____	_____
Council Member _____	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-14**

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

SECTION 1: AMENDMENT “10.10.020 A Agricultural Zone” of the Apple Valley Land Use is hereby *amended* as follows:

AMENDMENT

10.10.020 A Agricultural Zone

- A. Purpose: The purpose of this zone is to preserve appropriate areas for permanent agricultural use, actively devoted to agricultural use. Uses normally and necessarily related to agriculture are permitted and uses inimical to the continuance of agricultural activity are not allowed.
- B. Permitted Uses: Uses permitted in this zone are as follows:
 - 1. Crop production, horticulture and gardening
 - 2. Farm buildings and uses
 - 3. Household pets
 - 4. Farming livestock
 - 5. Stands for sale of produce grown and sold on premises
 - 6. Veterinarian
 - 7. Weaner Pigs
 - 8. Residential Dwelling
- C. Conditional Uses: Uses requiring a conditional use permit in this zone are as follows:
 - 1. Agritourism
 - 2. Agricultural Industry
 - 3. Animal Specialties
 - 4. Kennel, Commercial
 - 5. Metal Building
 - 6. Recreation and Entertainment, Outdoor (A-10, A20, A-40 only)
 - 7. Stable, Public
- D. Any use not specifically allowed under permitted or conditional uses shall be prohibited unless the planning commission determines the use is substantially the same as a permitted or conditional use as provided in 10-7-180-E4.
- E. Development Standards in Agricultural Zones:

	<u>Zones</u>				
--	--------------	--	--	--	--

Development Standard	<u>A-X</u>	A-40	A-20	A-10	A-5
Lot standards					
Minimum lot area	<u>Any Size above 5 acres*</u>	40 acres*	20 acres*	10 acres*	5 acres*
Minimum lot width	<u>400 feet</u>	400 feet	400 feet	300 feet	300 feet
Building standards					
Maximum height, main building ¹	<u>35 feet</u>	35 feet	35 feet	35 feet	35 feet
Maximum height, accessory building	<u>35 feet</u>	35 feet	35 feet	35 feet	35 feet
Setback standards - front yard					
Any building ²	<u>30 feet</u>	30 feet	30 feet	30 feet	30 feet
Setback standards - rear yard					
Main building	<u>30 feet</u>	30 feet	30 feet	30 feet	30 feet
Accessory building	<u>No requirement</u>	No requirement	No requirement	No requirement	No requirement
Setback standards - interior side yard					
Main building	<u>15 feet</u>	15 feet	15 feet	15 feet	15 feet
Accessory building of 100 square feet or less	<u>No requirement</u>	No requirement	No requirement	No requirement	No requirement
Accessory building greater than 100 square feet	<u>20 feet</u>	20 feet	20 feet	20 feet	20 feet
Setback standards - street side yard					
Main building	<u>20 feet</u>	20 feet	20 feet	20 feet	20 feet
Main building on corner lot with yard that abuts the side yard of another lot	<u>20 feet</u>	20 feet	20 feet	20 feet	20 feet
Accessory building	<u>Not permitted</u>	Not permitted	Not permitted	Not permitted	Not permitted
ADD Animals permitted	<u>-</u>				
*Required minimum size may be calculated prior to a required road dedication.					

**No more than one (1) primary home on a property.

Notes:

F. Modifying Regulations:

1. Fur farms, silos, fish farms or the keeping of exotic animals may not be approved in the A-5 district.
2. Location of Corral or Stable: No corral or stable shall be located closer than one hundred feet (100') from any dwelling unit in an adjacent zone.
3. The housing of weaner pigs is subject to the following requirements:
 - a. "Weaner pigs" shall be defined as pigs that will be one year of age or less and do not weigh more than three hundred fifty (350) pounds at the end of the five (5) month period in which the weaner pig is kept.
 - b. Agricultural parcels adjacent to residential zoned parcels are not eligible for the raising of weaner pigs.
 - c. All weaner pigs shall be kept only during the months of December through April.
 - d. Setbacks for pens for weaner pigs shall be the same as required for other animals.
 - e. No weaner pig shall be allowed to run loose (not in a restricted environment, such as a pen) unless attended by the owner or keeper of the pig.
 - f. All pens shall be cleaned regularly, a minimum of three (3) times weekly.
 - g. No mud bogs shall be allowed in the pens. All pens shall have drainage to keep water from pooling within the pen.
4. Permitted and conditional uses set forth in this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.
 - a. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.
 - b. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established.
5. Greater size and height: Notwithstanding the height and size limitations shown in this section, a greater building and accessory height and size may be allowed pursuant to a conditional use permit.
6. For additional restrictions and clarifications in this zone, see AVLU 10.28 Supplementary and Qualifying Regulations for Land Use and Building.
7. On large lots 5 Acre and larger the minimum lot size may be smaller than required, by the amount needed for road dedications.

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 Robin Whitmore	_____	_____	_____	_____
Council Member Janet Prentice	_____	_____	_____	_____
Council Member _____	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley

**APPLE VALLEY
ORDINANCE O-2024-15**

WHEREAS,

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

SECTION 1: ADOPTION “10.10.05 Temporary Ordinance For Zone Change to A-X Agricultural Zone” of the Apple Valley Land Use is hereby *added* as follows:

ADOPTION

10.10.05 Temporary Ordinance For Zone Change to A-X Agricultural Zone(*Added*)

The Town Council of Apple Valley has adopted a temporary fee schedule change for land owners desiring to change their current zone to an agricultural zone designation.

This section of code contains the procedural rules and regulations related to this zone change.

- This ordinance is in effect for four months from the date of passage and posting.
- Parcels containing a minimum of five acres may apply for a zone change under this ordinance.
- This code does not guarantee approval of the zone change to Agricultural land.
- Applicants shall fill out a Zone Change Application as found on the town website and submit to the town clerk within the four month period. This application must include all application requirements except requirements E and H.

This zone change will follow all applicable law including, but not limited to, application, and appearance before the Planning Commission with a recommendation to the Town Council, Town Council approval, and public hearing.

There is no limit to the number of parcels an applicant/owner may bring to the planning commission for recommendation to the town council.

Agricultural land will be designated within Agricultural zone lot standards by the A-X zone and will not be based on acreage.

When a change does not follow the current General Plan, a General Plan amendment is not required at the time of the zone change. At the end of the four month period a general plan review, public hearing, and amendment will be adopted after review of all zone changes pertaining to this ordinance in accordance with state law.

This temporary ordinance does not guarantee approval of water service or supply, nor does it signify any building-approvals. Any application for zone change related to this ordinance are at the discretion of the landowner. The Town of Apple Valley does not assume any liability in relation to this zone change.

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

_____.

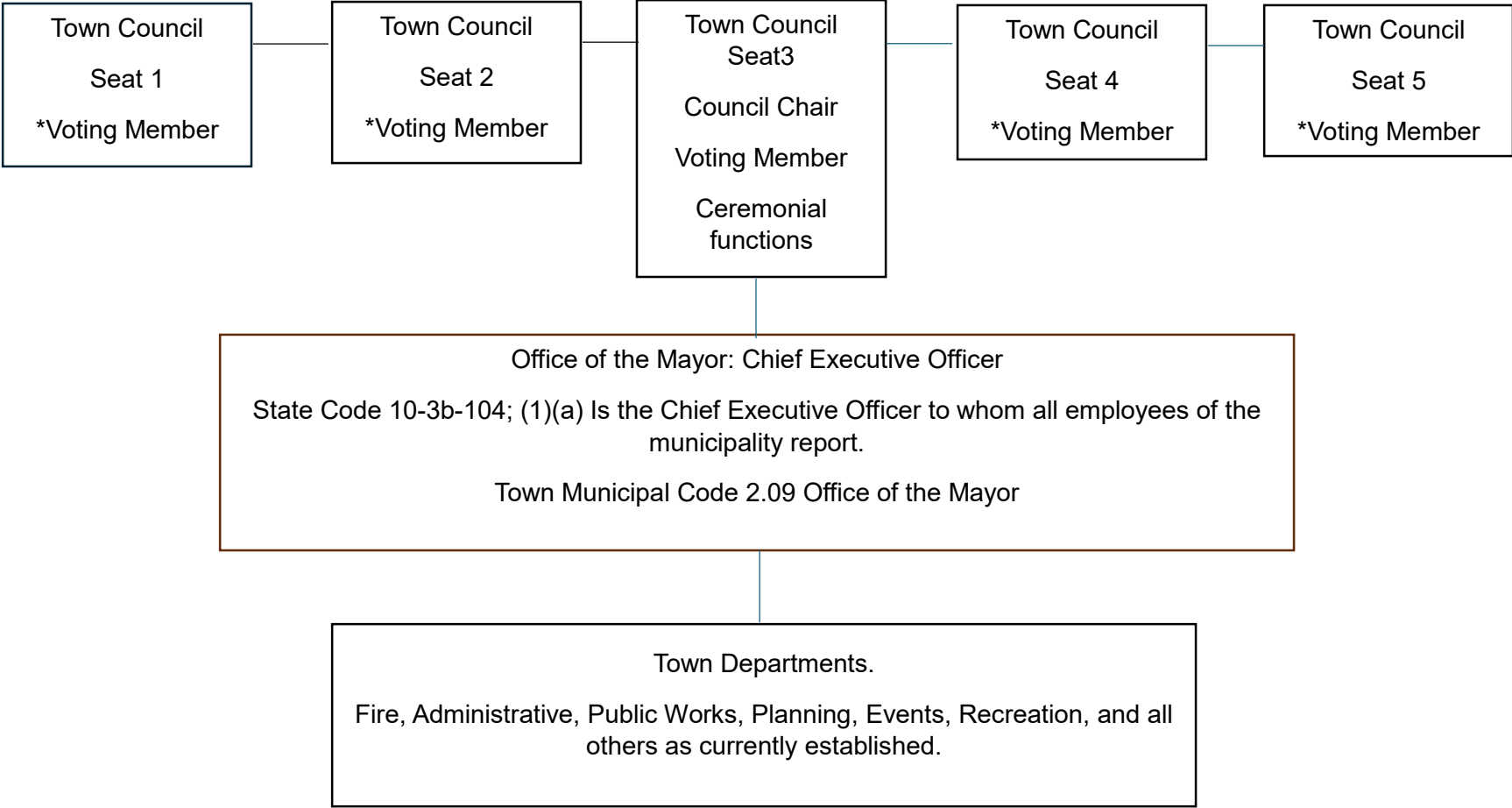
	AYE	NAY	ABSENT	ABSTAIN
Mayor Michael Farrar	_____	_____	_____	_____
Council Member Kevin Sair	_____	_____	_____	_____
Council Member Robin Whitmore	_____	_____	_____	_____
Council Member Janet Prentice	_____	_____	_____	_____
Council Member _____	_____	_____	_____	_____

Attest

Presiding Officer

Jenna Vizcardo, Town Clerk, Apple Valley

Michael Farrar, Mayor, Apple Valley



*Town Council State Code 10-3b-403

- Performs any executive function that has not been given to the mayor. (This includes the power to terminate a department head)
- May adopt an ordinance delegating to the mayor any executive or administrative power, duty, or function that the council currently has.

- May remove any executive power, duty, or function of the mayor by adopting an ordinance. Requires the affirmative vote of all council members except the mayor, or the mayor and a majority of all other council members.

Mayoral powers in a five-member council 10-3b-104

- Is the Chief Executive officer of the municipality to whom all employee of the municipality report;
- The mayor shall keep the peace and enforce the laws of the municipality;
ensure that all applicable statutes and municipal ordinances and resolutions are faithfully executed and observed;
perform all duties prescribed by statute or municipal ordinance or resolution;
report to the council the condition and needs of the municipality.
- The Mayor may: recommend for council consideration any measure that the mayor considers to be in the best interests of the municipality; remit fines and forfeitures;
- The Mayor may with the advice and consent of the council; assign or appoint a member of the council to administer one or more departments of the municipality; and appoint a person to fill a municipal office or a vacancy on a commission or committee of the municipality.

Town of Apple Valley Office of the Mayor (Municipal code 2.09)

- The mayor shall have the authority, to control, order, and give directions to all heads of department and to subordinate officers and employees of the town through their respective department heads.
- It shall be the duty of the mayor to appoint, remove, promote and demote any and all officers and employees of the Town, Subject to al applicable personnel ordinances, rules and regulations, except for the positions of town recorder, town treasurer, town attorney, and town department heads, which shall only be appointed, demoted or removed with the advice and consent of the Town Council.
- It shall be the duty of the mayor to direct and supervise the administration of all departments, and offices, and agencies of the town, except as otherwise provided by law.