

**NOTICE AND AGENDA
TOWN COUNCIL
Town Council**

Public notice is given that the Town Council of the Town of Apple Valley, Washington County, Utah will hold a **Town Council** meeting and hearing on **Wednesday, August 07, 2019** at the **Apple Valley Town Hall**, 1777 N. Meadowlark Dr., Apple Valley, Utah, commencing at **6:00 PM** or shortly thereafter. In accordance with state statute, one or more council members may be connected via speakerphone. This meeting will be available for live stream at www.youtube.com. Search: Town of Apple Valley Utah.

The Agenda for discussion and action is as follows:

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

MAYOR'S TOWN UPDATE

HEARING

1. Hearing for Town Council and Mayor Salary Adjustments that were made in 2014 and 2015

DISCUSSION AND ACTION

- [2.](#) Adoption of Ordinance O-2019-10 and O-2019-11; Town Council and Mayoral Salary Adjustments from 2015 and 2014 budgets
- [3.](#) Adoption of Resolution R-2019-07; Allocation of Big Plains Water and Sewer Special Services District's Late Fees.
- [4.](#) Hinton Burdick Audit Engagement

APPROVAL OF MINUTES

- [5.](#) Approval of Minutes for 7.17.2019

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee – Tish Lisonbee/Debbie Kopp
Planning Commission – Cynthia Browning/Michael McLaughlin
Fire Department – Chief Dave Zolg, Jr
Big Plains Water and Sewer SSD – Harold Merritt
Code Enforcement –Rich Ososki/Paul Edwardsen
Roads and Storm Drainage -
Mosquito Abatement- Margaret Ososki
Council-
Other

PUBLIC COMMENTS

ADJOURNMENT

Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

CERTIFICATE OF POSTING: I, Michelle Kinney, as duly appointed Recorder for the Town of Apple Valley, hereby certify that notice was posted on the Utah Public Meeting Notice website <http://pmn.utah.gov>, the Town Website www.applevalleyut.gov on the **5th day of August, 2019**.

Dated this 5th day of August, 2019

Michelle Kinney, Recorder
Town of Apple Valley

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

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should notify Michelle Kinney at 435-877-1190.

Description	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	2015 Budget	Notes
Expenditures:							
General government							
Council							
4111.110 - Council Salaries and wages	\$3,675	\$2,850	\$4,242	\$7,000	\$0	\$9,750	\$6500 @ \$50, \$9750 @ \$75
4111.130 - Council Employee benefits	\$284	\$187	\$298	\$400	\$0	\$750	
4111.610 - Council Donations and discretionary spending	\$0	\$0	\$1,354	\$2,500	\$0	\$2,500	
Total Council	\$3,959	\$3,037	\$5,895	\$9,900	\$0	\$13,000	

Description	Type	2013 Actual	2014 Actual	2015 Actual to 6/8/2015	2015 Original Budget	2015 Revised Budget	2016 Original Budget	
Expenditures:								
General government								
Council								
4111.110 - Council Salaries and wages	E	2,850	4,875	10,579	9,750	11,350	18,600	\$850/mo-Mayor, \$75/mtg-Council
4111.130 - Council Employee benefits	E	187	373	905	750	1,050	1,700	Ins. - Reimbursement
4111.610 - Council Donations and discre	E	0	1,799	3,378	2,500	3,600	3,600	
Total Council		3,037	7,047	14,862	13,000	16,000	23,900	

**APPLE VALLEY
ORDINANCE O-2019-10**

MAYORAL COMPENSATION SCHEDULE

WHEREAS, Utah State Code (10-3-818) requires that municipalities fix by ordinance, after public hearing, the compensation schedule for elected officials, and

WHEREAS, the compensation for the Mayor was adjusted to \$850.00 per month in the 2015 budget; and

WHEREAS, it is judicious to bring this adjustment to the attention of the public through notice and public hearing, the town held a public hearing on August 7th 2019; and

WHEREAS, this rate of compensation has been the practice of the Town since 2015,

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

SECTION 1: **ADOPTION** “2.09 Mayoral Compensation Schedule” of the Apple Valley Municipal Code is hereby *added* as follows:

A D O P T I O N

2.09 Office Of The Mayor(*Added*)

SECTION 2: **ADOPTION** “2.09.050” of the Apple Valley Municipal Code is hereby *added* as follows:

A D O P T I O N

2.09.050 Mayoral Compensation Schedule(*Added*)

Mayoral Compensation Schedule

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

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

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effect from August 7th, 2019 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Bass	_____	_____	_____	_____
Councilmember Edwardson	_____	_____	_____	_____
Councilmember McLaughlin	_____	_____	_____	_____
Councilmember Kopp	_____	_____	_____	_____
Mayor Lisonbee	_____	_____	_____	_____

Presiding Officer

Attest

Marty Lisonbee, Mayor, Apple Valley

Michelle Kinney, Town Recorder
Apple Valley

**APPLE VALLEY
ORDINANCE O-2019-11**

TOWN COUNCIL COMPENSATION SCHEDULE

WHEREAS, Utah State Code (10-3-818) requires that municipalities fix by ordinance, after public hearing, the compensation schedule for elected officials; and,

WHEREAS, the compensation for Town Council members was adjusted to \$75.00 per meeting in the 2014 budget; and

WHEREAS, it is judicious to bring this adjustment to the attention of the public through notice and public hearing, the Town Council held a public hearing on August 7th, 2019;

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

SECTION 1: **AMENDMENT** “2.10.050 Compensation Schedule” of the Apple Valley Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.10.050 Compensation Schedule

Each member of the Town Council (except the Mayor) shall be compensated for attendance at Town Council meetings at the rate of ~~\$25~~75.00 per Town Council meeting attended. This compensation shall apply to all regular or special Town Council meetings and to any work meeting where such work meeting is not held immediately before or after a regular or special Town Council meeting. Payment shall be made to members of the Town Council monthly for all meetings attended during the prior month.

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

SECTION 3: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 7, 2019 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE APPLE VALLEY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Bass	_____	_____	_____	_____
Councilmember Edwardson	_____	_____	_____	_____
Councilmember McLaughlin	_____	_____	_____	_____
Councilmember Kopp	_____	_____	_____	_____
Mayor Lisonbee	_____	_____	_____	_____

Presiding Officer

Attest

Marty Lisonbee, Mayor, Apple Valley

Michelle Kinney, Town Recorder
Apple Valley

RESOLUTION R-2019-07

ALLOCATION OF LATE FEE'S FROM THE TOWN OF APPLE VALLEY TO BIG PLAINS WATER AND SEWER SPECIAL SERVICES DISTRICT

WHEREAS, the Town of Apple Valley collects water revenue on behalf of Big Plains Water and Sewer Special Service District in conjunction with utility billing performed by the Town; and

WHEREAS, late fees are occasionally collected on delinquent accounts as part of the billing process; and

WHEREAS, the Town had previously retained late fees in order to recover the cost of collection on delinquent accounts; and

WHEREAS, on September 6th, 2018 the Mayor agreed to begin distributing those fees relative to the water related portion of the total delinquency to Big Plains Water and Sewer Special Service District.

WHEREAS, at a meeting of the Town Council of Apple Valley, Utah, duly called, noticed and held on the 7th day of August, 2019, and upon motion duly made and seconded:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of the Town of Apple Valley that the portion of late fees related to water delinquency collected since September 6th, 2018 are to be paid to Big Plains Water and Sewer Special Service District. All future late fees related to water revenue will be distributed back to the district. This resolution is effective on August 7th, 2019.

PASSED this 7th day of August, 2019.

TOWN OF APPLE VALLEY

Marty Lisonbee, Mayor

ATTEST:

Michelle Kinney, Town Clerk/Recorder

Council Member Debbie Kopp voted	_____
Council Member Michael McLaughlin voted	_____
Council Member Dennis Bass voted	_____
Council Member Paul Edwardsen voted	_____
Mayor Marty Lisonbee voted	_____



July 9, 2019

Honorable Mayor, Town Council and Management
Town of Apple Valley
1777 North Meadowlark Drive
Apple Valley, UT 84737

Purpose of Letter

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Town of Apple Valley. This letter will confirm the nature and limitations of the services we will provide and the various responsibilities and other terms of the engagement.

Requested Procedures and Responsibilities

We will apply the agreed-upon procedures to the Town of Apple Valley's accounting records, Financial Survey, and compliance with applicable state laws for the year ended June 30, 2019, as required by and enumerated in *Utah Code 51-2a-201* and the *Guide for Agreed-Upon Procedures Engagements for Local Governments Entities with Annual Revenues or Expenditures Greater Than \$350,000 and Less Than \$1,000,000*, issued by the Office of the Utah State Auditor. These procedures will be applied for the purpose of reporting our findings as a result of the procedures performed. The procedures we will perform have been agreed to by the specified parties to this engagement, which are Mayor, Town Council and Management and the Office of the Utah State Auditor.

Applicable Standards

Our engagement to apply agreed-upon procedures will be conducted in accordance with the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States (which standards incorporate by reference the American Institute of Certified Public Accountants general attestation standard on criteria, the field work and reporting attestation standards, and the corresponding statements on standards for attestation engagements). The sufficiency of the procedures is solely the responsibility of the specified parties listed above. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Reporting on Agreed-upon Procedures

The agreed-upon procedures listed in the attached schedule are not designed to constitute an audit or review of Town of Apple Valley's accounting records or the Financial Survey. Also, the agreed-upon procedures are not designed to constitute an examination or review of Town of Apple Valley's compliance with applicable state laws. Therefore, we will not express reasonable or limited assurance on these matters. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

Report Distribution

We will present a written report listing the procedures performed and our related findings. This report is intended solely for the use of the specified parties as identified above and should not be used by anyone other than these specified parties. In accordance with *Government Auditing Standards for Attestation Engagements*, we are required to report significant deficiencies, material weaknesses, instances of fraud, noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that come to our attention during our agreed-upon procedures that warrant your attention. Additionally, we will report on any matter that comes to our attention that causes us to believe that amounts reported on the Financial Survey should be adjusted by more than 5% of total revenues.

Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You will be given the opportunity to review a draft of the report and prepare a corrective action plan in response to identified internal control deficiencies and noncompliance matters.

Documentation Ownership and Retention

The attest documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, we may be requested to make certain attest documentation available to the Office of the Utah State Auditor pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the Office of the Utah State Auditor who may intend, or decide, to distribute copies of information contained therein to others, including other governmental agencies.

Peer Review Report

In accordance with the requirements of *Government Auditing Standards for Attestation Engagements*, we have published on our website a copy of the latest external peer review report of our firm for your consideration.

Management

• Responsibilities

Our engagement will be conducted on the basis that Town of Apple Valley's management acknowledge and understand that they have responsibility for:

- Designing, implementing, and maintaining internal control relevant to the Town of Apple Valley's accounting records, accuracy and completeness of the Financial Survey, and compliance with applicable state laws;
- Selecting and determining the suitability and appropriateness of the criteria upon which the accounting records and the Financial Survey will be evaluated;
- Compliance with applicable state laws;
- Providing us with:
 - Access to all information of which management is aware that is relevant to the Town of Apple Valley's accounting records, Financial Survey, and compliance, such as records, documentation, and other matters (management is responsible for the accuracy and completeness of such information);

- Additional information that we may request from management for the purpose of performing the agreed-upon procedures; and
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.
- Submitting our report to the Office of the Utah State Auditor.

- **Representations**

At the conclusion of our engagement, we will require from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed-upon procedures.

Engagement Administration and Fees

Our engagement is scheduled for performance during July 15, 2019 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2019.

R. McKay Hall, CPA, is the engagement partner for the services specified in this letter and is responsible for supervising the engagement and signing the report.

Our estimated price for these services, including out-of-pocket costs (such as report reproduction, postage, travel, etc.) will not exceed \$3,800.

The above estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If requested or required, fees for additional accounting, consultation and any other services will be billed separately and will be dependent on the level of service provided.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability shall be limited to the period covered by our engagement and shall not extend to periods for which we are not engaged.



It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to Town of Apple Valley and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



R. McKay Hall, CPA
HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth our understanding. Acknowledged and agreed on behalf of Town of Apple Valley by:

Management's signature: _____

Printed Name: _____

Title: _____



Attachment

SCHEDULE OF PROCEDURES

LARGE FINANCIAL SURVEY

GENERAL

1. We will obtain a copy of the entity's Financial Survey which was completed by the entity.
2. We will agree amounts reported on the Financial Survey to the entity's general ledger.

REVENUES

3. We will compare each revenue account on the Financial Survey to the corresponding prior period amounts. For changes greater than 5% of total revenues and 10% of the individual line item from the prior year, we will inquire of management and review applicable supporting documentation and determine whether the entity's explanation for the change was in accordance with the entity's policies and procedures, GAAP, and State and/or Federal policies as applicable.

DISBURSEMENTS

4. We will compare each expense account on the Financial Survey to the corresponding prior period amounts. For changes greater than 5% of total expenses and 10% of the individual line item from the prior year, we will inquire of management and review applicable supporting documentation to determine whether the entity's explanation for the change was in accordance with the entity's policies and procedures, GAAP, and State and/or federal policies as applicable.

ACCOUNTING RECORDS

GENERAL

5. We will inquire with those charged with governance, the chief administrative officer, and the chief financial officer (as designated in UCA 11-50-202) of any instances of fraud, illegal acts, or noncompliance.

DISBURSEMENTS

6. We will determine whether financial reports were prepared monthly or quarterly as required, and reviewed by the governing body. We will select one financial report and (1) scan the general ledger and determine that all funds are included in the report, and (2) agree the lesser of 10% or 15 line items from the report to the general ledger.
7. We will inquire with the chief administrative officer and the chief financial officer whether there were disbursements to related parties. We will also scan disbursement records for disbursements to related parties and determined who has credit cards or purchasing cards issued by the entity. We will select the lesser of 25 disbursements or 10% of disbursements ensuring that the selection includes disbursements to related parties as well as credit card or



purchase card disbursements made by members of the governing body and executive level of management.

For each transaction selected, we will determine whether the disbursement:

- a. Is consistent with the entity's purpose.
 - b. Agrees to the receipt or invoice supporting the amount and payee.
 - c. Is authorized consistent with the entity's policies and procedures.
 - d. Is in compliance with the entity's purchasing policy (bids, quotes, etc.).
 - e. Is classified and recorded in accordance with the entity's chart of accounts and policies and procedures, GAAP, and State/Federal policies as applicable.
8. For each credit or purchasing card used, we will select one month during the period and determine whether card purchases were reconciled to receipts monthly by someone other than the card holder.
9. Through inquiry with management and scanning receipt records, we will determine what restricted revenue was received by the entity and select the lesser of 10% or 5 disbursements from restricted funds and determine whether the disbursements were in compliance with restrictions placed on the funds.

CASH

10. For each depository account, we will obtain the year-end bank reconciliation and one additional month's bank reconciliation and perform the following:
- a. Trace the bank balance on the reconciliation to the balance per the bank statement.
 - b. Trace the reconciled book balance to the general ledger and the amount reported on the Financial Survey.
 - c. Test the clerical accuracy of the reconciliation.
 - d. For reconciling items greater than 5% of annual revenues, inquire of management and review applicable supporting documentation to determine that the items were consistent with the entity's policies and procedures, GAAP, and State/Federal policies. Trace the lesser of 10% or five reconciling items to a subsequent bank statement.
 - e. Trace the lesser of 10% or five deposit transactions and 10% or five disbursement transactions to the general ledger.
11. For each depository bank reconciliation selected above, through inquiry of management and review of the reconciliation, we will determine whether the bank reconciliation was performed by someone who does not have access to receipts or disbursements. If the individual did have access to receipts or disbursements, we will determine whether a separate individual reviewed the completed bank reconciliation.

MEETINGS



12. We will review the governing board’s meeting minutes for the period applicable to the engagement through the date of the engagement. For all financial transactions discussed in the minutes exceeding 5% of total revenues, and a sample of the lesser of 10% or 3 less significant financial transactions discussed, we will trace the transactions to the entity’s accounting records and determine whether the transactions were recorded and reported in accordance with the entity’s policies and procedures, GAAP, and State and/or Federal policies, as applicable.

COMPLIANCE

MEETINGS

13. We will select and obtain the agenda and meeting minutes for two public meetings held during the engagement year and perform the following:
 - a. Determine if the entity gave proper notice of the meeting at least 24 hours before each meeting by posting the notice on the Utah Public Notice website.
 - b. Determine if the agenda was reasonably specific to enable lay persons to understand the topics to be discussed.
 - c. Determine if the public body took any final actions on a topic in the meeting that was not listed under an agenda item.
 - d. Determine whether the minutes were posted to the Utah Public Notice Website within three days of the minutes being approved. (Exceptions: Charter schools are required only to make the meeting minutes available to the public within three days of being approved.)
 - e. If a portion of the meeting was closed to the public, determine that 1) before the meeting was closed, the reason for holding the closed meeting was documented in the meeting minutes and a roll call vote was taken, 2) the reason for closing the meeting was permitted under statute, and 3) an audio recording of the closed meeting was made.

BUDGET

14. We will determine if a budget was approved before the start of the budget year and if the budget presented to the public and governing body contained the required financial information.
15. We will determine if the entity provided the required 7-day notice for its original and final budget adoption hearing.
16. We will examine the entity’s records and financial reports and determine whether the total expenditures by department stayed within the amounts appropriated in the final adopted budget.

FUND BALANCES

17. Deficit Fund Balances: For any fund that had a deficit fund balance in the year under review, we will determine whether the entity included in the subsequent budget year an appropriation to



retire the deficit of an amount equal to or greater than 5% of the fund's total actual revenue of the year under review.

18. General Fund Balance Limitations:

[Municipalities:] We will determine whether the entity's unrestricted (committed, assigned, and unassigned) general fund balance did not exceed 25% for cities or 75% for towns of the total revenue of the general fund for the engagement year.

[Special and Local Service Districts and Interlocal Entities:] We will determine if the maximum unrestricted (committed, assigned, and unassigned) fund balance was restricted to the greater of:

- a. 100% of the current year's property tax; or
- b. 25% of the total general fund revenues, if the annual general fund budget is greater than \$100,000; or
- c. 50% of the total general fund revenues, if the annual general fund budget is equal to or less than \$100,000.

TRAINING

19. Through inquiry with officials of the entity and observation of meeting agendas, certificates or other relevant evidence, we will determine whether the following training had occurred as applicable:

- a. Annual training on the requirements of the Open and Public Meetings Act.
- b. Annual online training by the entity's designated records officer on the requirements of GRAMA.
- c. [Local and Special Service Districts] – At least once a term, members of a board of trustees of a local district attended training developed by the Office of the Utah State Auditor in cooperation with the Utah Association of Special Districts.

GRAMA (GOVERNMENT RECORDS ACCESS MANAGEMENT ACT)

20. If the entity charges fees for GRAMA requests, we will verify that the entity has adopted a uniform fee structure.

TREASURER'S BOND

21. We will determine whether the Treasurer was bonded in accordance with Money Management Council Rule R628-4-4.

OPENING

Mayor Lisonbee brought the meeting to order at 6:01 p.m. welcoming all in attendance.

PRESENT

Mayor Marty Lisonbee
Councilmember Debbie Kopp
Councilmember Denny Bass
Councilmember Paul Edwardsen
Councilmember Michael McLaughlin

Town Recorder Michelle Kinney

MAYORS TOWN UPDATE

The Main Street realignment is underway with the land owner agreements being done. Hildale mentioned they would help with the road construction.

There is a meeting tomorrow night at 6 on the construction of the bathrooms. Take a look at those and give any feedback on them you would like.

We have had conversations with UDOT about the passing lanes being clearly marked as turn lanes only by the cabins.

Quarter Percent sales tax increase was passed by the county for transportation.

Flood Smart seminar was put on by the state. National flood insurance program was discussed. Topographical mapping was started for the town a few years ago. Mayor Lisonbee mentioned the town received the grant for the CIB monies to pay for the flood studies we need for the FEMA grant. Recommendations were made at the seminar for adopting ordinances regarding flood prevention.

DISCUSSION AND ACTION

1. Purchase of Road Groom

Councilmember Bass mentioned people in the dirt road areas are happy with the work the road groom does.

Richard Fischer mentions that the Road Groom has a catch that pulls the dirt and rocks back onto the road from the ditch.

The cost is \$20,000. We have this budgeted for in our current budget.

Ed Finkenburg mentioned the paved roads that still need to be fixed.

MOTION: Councilmember Edwardsen moves to purchase the road groom using existing budgeted funds.

SECOND: Councilmember Kopp

VOTE:	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Councilmember Michael McLaughlin	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

2. Storm Drainage Grant Status

TABLED

3. Water District Late Fee Distribution Resolution

TIMESTAMP 6:20

TABLED

4. Fire Warden

All cities in the state were put on probation until everyone had an up to date initial attack contract. The fire chief has everything up to date and now the Town will no longer be on probation. Initial 911 calls for fire need to come to the town directly. The infrastructure for this will be going in soon.

APPROVAL OF MINUTES

5. MEETING MINUTES

July 3rd, 2019

MOTION: Councilmember Kopp moves to approve the minutes for Town Council Meeting on July 3, 2019

SECOND: Councilmember McLaughlin

VOTE:	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Councilmember Edwardsen	Aye
	Councilmember McLaughlin	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee- Tish Lisonbee/Debbie Kopp- 4th of July was great, it is estimated they had 150 or so people. They had a volunteer DJ, line dancing, and water balloons. Thanks to everyone who helped. The ice cream social is this Saturday and there will be games after.

Planning Commission- Cynthia Browning/ Michael McLaughlin- No report

Fire Department-Chief Dave Zolg, Jr.

The department did not get the forest service grant this year. Being dispatched out directly will cost the town about 75-200 dollars a month. This will help with ISO rating and call volume as well as mutual aid. Three fire fighters will attend 48 hours of Hazmat training in the next 3 weekends. Fire Department is requesting an apology from the council.

Code enforcement- Rich Ososki/Paul Edwardsen- Rich mentions the notices that are going out for noxious weeds. He reminds everyone his position is voluntary and he has it because nobody else volunteered.

Big Plains Water and Sewer SSD- Harold Merritt- Dale mentioned that the consumer confidence reports are now available.

PUBLIC COMMENTS

6. Signup sheet with 3 minute time slots

Timestamp: 37:00

Denny Bass, shares his perspective and timeline on what happened with the fireworks situation.

Paul Edwardsen mentions that timed comments are generally how public comments work.

Rich Ososki shares the experience he had at the staff meeting on the Wednesday before the fourth of July. He mentioned the mayor talked about the fireworks display and the fire chief mentioned watering down the grass and the mayor mentioned cutting down the grass.

Forrest Kuhene-No comment

Janet Prentice mentions her family history in the town and Hurricane. She expresses how towns grown but we need to do it smart. She shares her desire to have residents listen to each other.

Colleen Kuhene mentions that she doesn't necessarily want growth but knows it will happen. She would like to know what the council sees for the town in 5-10 years. She expresses her desire for residents moving in and less tourism.

Louie Ford- no comment

Margie Ososki thanks the events committee for the 4th of July. She seconds what Colleen said about Apple Valley deciding what it wants to be.

Rich Kopp thanks the Mayor and the Council for what they do and shares his feelings about the fireworks situation.

Maria Campbell thanks the events committee for the 4th of July celebration. She thanks the Council and Committee for caring for the community.

Chief Zolg shares his perspective on the timeline of what happened with the fireworks situation. He called the fire marshal on the day of the staff meeting.

Councilmember McLaughlin shares his perspectives on the fireworks situation. He would have liked the Chief to have come to him and express his concern if he wasn't comfortable with the situation.

Mayor Lisonbee shares his perspective on the fireworks situation. He mentioned the Events committee wanted to throw a party and have a fourth of July event. He would have liked the Chief to have mentioned there was a problem.

ADJOURNMENT

MOTION:	Councilmember Kopp moves to adjourn tonight's meeting	
SECOND:	Councilmember Edwardsen	
VOTE:	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Councilmember Michael McLaughlin	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 7:05 p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____